



CITY OF DOVER

PLANNING TECHNICAL REVIEW COMMITTEE –AGENDA

REVISED

Meeting Type: Regular Meeting
Meeting Location: Council Conference Room – City Hall, Dover NH
Meeting Date: **Thursday, April 21, 2022**
Meeting Time: **10:30 AM**

1. 10:30 AM – 11:15 AM: Potential outdoor dining applications in the downtown.
 - A. Ryan Bubar – Empty Pint Brewing Company – 17 Second Street
 - B. Dean Baltoulonis– Sonny’s Tavern – 328 Central Ave.
 - C. Tammy Johnson – The Nook Breakfast & Lunch – 2 Locust Street



Outdoor Dining Application - Parking

City of Dover, New Hampshire Dover
Police Department
Parking Bureau
Mailing Address: 288 Central Avenue
Dover, NH 03820
NH Telephone: (603) 516-6132
Fax: (603) 516-4949

- ☐ Private property (no fee required)
- ☐ Public property
- ☐ Will include seasonal use of outdoor heaters
- ☐ Requesting use of City parking spaces for seating

Please complete the following application and submit it to the City of Dover, Parking Bureau. Applications can be e-mailed to parking@dover.nh.gov or delivered to 288 Central Avenue, Dover NH.

Applicant/Restaurant Name: Empty Pint Brewing Company
Address (Street/City/State/Zip): 17 Second St Dover NH 03820
Phone number(s): 603 923 2689 Email: ryan@emptyintbrewing.com
Address of proposed Dining Area (if different than restaurant address): _____
Owner of real property where restaurant is located: Fred Kell
Address (Street/City/State/Zip): _____
Phone number(s): 603 828-3731 Email: fkell23@gmail.com

The following documents shall accompany this application.

- ☒ 1) A plan or sketch depicting the following: outline of the proposed space; proposed table layout; entrance/exits; any adjacent traffic/parking/sidewalk areas; lighting; outdoor heaters. Lighting capacity will help staff determine the hours of operation for safely conducting business outside. Indicate quantity and location of any proposed heating fuel storage. Fuel shall not be stored inside.
- ☒ 2) Written consent of the real property owner for each property directly beside the proposed outdoor dining area. If the applicant is the owner, then the applicant should complete the consent form. (Form attached).
- ☒ 3) Copy of license from New Hampshire Liquor Commission, if applicant intends to serve alcohol.
- ☒ 4) Certificate(s) of insurance (see insurance requirements below).

The following terms of this permit and use agreement shall take effect once this signed, completed application is approved and signed by the City of Dover Fire Chief, Police Chief and Community Services Director:

- a) The applicant may only use the number and location of public parking spaces approved by the City of Dover Parking Commission.
- b) The term of this permit and use agreement is from April 15, 2022 to and including October 15, 2022. A fee of \$1,100 per parking space is due to the Dover Parking Bureau at the inception of this permit and use agreement. The fee due may be prorated if less than the full use period in 2022 is sought, but a minimum use period of three months shall apply to any permitted use of the public parking spaces.
- c) The applicant will at all times abide by the City of Dover's Food Service Establishment ordinances (Dover Code Chapter 85), as well as Dover Code 125-20 subsections A, B, C, D, E, G, and H, hereby made applicable to the outdoor dining use of public parking spaces as well.
- d) The applicant, if a restaurant, shall continue to follow the 2017 food code regulations.
- e) The applicant shall use barricades, which will be supplied by the City of Dover as part of the fee outlined above. If the proposed permittee prefers supplying its own barricades, it may be do so with prior approval of the Dover Police Department. The placement and location of all barricades shall be approved by the Dover Police Department and shall conform to any requirements of applicable law.

- f) The applicant shall at all times comply with any and all applicable federal, state, and local laws, including but not limited to those stated above, the requirements of the Americans with Disabilities Act ("ADA"), the laws promulgated or enforced by the New Hampshire State Liquor Commission, and any applicable building, fire, safety, life safety, or other such codes, whichever is most stringent.
- g) The applicant shall not cause any harm or damage to public property, including but not limited to pavement surfaces and/or City barricades.
- h) The applicant agrees and acknowledges that its use of the public parking spaces is at applicant's sole risk and liability. The applicant has the sole obligation to comply and ensure compliance with any and all applicable federal, state, or local law. The applicant agrees to and shall defend (with counsel acceptable to the City of Dover), indemnify, and hold harmless the City of Dover and the City of Dover's public officials, officers, employees, agents, and/or contractors (collectively "Indemnitees") for any injury, bodily injury, property damage, accident, fire, loss, theft or other casualty of any kind whatsoever, including but not limited to injuries or damages caused by or to customers/clients or to others or to real or personal property, which occurs or is alleged to have occur in relation to and/or arising out of (i) the exercise of any right or privilege or permission granted by this permit and use agreement; and/or (ii) applicant's failure to comply with applicable federal, state, or local law, and/or (iii) the placement, location, efficacy, adequacy, condition, and/or suitability of any barriers and/or other protective measures in connection with this permit and use agreement. The applicant acknowledges and agrees that the permitted use of the public parking spaces and/or barriers is the product of municipal discretion. Nothing within this permit and use agreement shall be deemed to constitute a waiver of any immunity of the City of Dover, which immunities are reserved to the City of Dover.
- i) If the outdoor dining area is on City of Dover property or any property controlled by the City of Dover, the applicant acknowledges and agrees that it shall secure and maintain the following policy or policies at no cost to the City of Dover for the duration of the use: (i) a General Liability Insurance policy with coverage of at least \$1,000,000 per occurrence and \$2,000,000 aggregate, and (ii) if alcohol is served by the applicant, a liquor liability endorsement including coverage of at least \$1,000,000 per occurrence and \$1,000,000 in the aggregate. The City of Dover shall be listed as an additional insured on all required policies of the applicant, which coverage shall apply on a primary and noncontributory basis, and, subject to the dollar amounts specified above, cover the City of Dover with the same scope of coverage provided to the licensee under the general liability policy without subjecting the City of Dover to any different or additional terms, conditions, limitations or exclusions. An insurance certificate shall be supplied to the City of Dover, proof of an endorsement or policy additional insured provisions confirming the City of Dover's additional insured status.
- j) This agreement shall be governed and construed in accordance with the laws of the State of New Hampshire.
- k) This permit and use agreement will be in effect with the applicant's Health License. This application, once approved by the Dover Community Services Director, will serve as the permit normally required by Dover Code 125-20 and/or Dover Code 125-9. Approval of the City's Building Official and Community Services Director shall, together and to the extent needed, constitute the City's approval of local officials pursuant to RSA 178:24.
- l) All documents accompanying or required by this permit and use agreement are incorporated herein as substantive terms and conditions. This permit and use agreement is expressly conditioned upon the representations and continuing validity of the aforesaid documents. If any such document or consent is revoked, terminated, suspended, or otherwise adversely impacted for any reason, the City reserves the right to revoke and terminate this permit and use agreement. While the City of Dover does not view a property owner's written consent as necessary for the permission granted herein, the City of Dover does reserve the right to revoke or suspend this permit and use agreement in the event such written consent is revoked.
- m) Pursuant to RSA 72:23, I(b), the applicant shall, no later than the due date, pay all properly assessed real and personal property taxes on the public parking space area they are using and occupying, to include all current and potential real and personal property taxes. The applicant shall pay real and personal property taxes on structures or improvements added by the applicant. Failure of the applicant to pay the duly assessed personal and real estate taxes when due shall be cause to terminate this permit and use agreement.
- n) The City has the right to amend or revoke this permit and use agreement for good cause, as well as the right to revoke any temporary licenses at any time for non-compliance, or for failure to meet any condition.

I/We have reviewed the foregoing and understand, acknowledge, and agree to the foregoing conditions and terms. I/We acknowledge that the failure to comply with outdoor dining requirements may result in the suspension/revocation of the outdoor dining permit.


Applicant Signature

3-29-22
Date

****CITY OF DOVER USE ONLY****

**** OFFICE USE ONLY – DO NOT WRITE IN THIS SPACE ****

Fee \$ _____ (\$1,100 per space) Cash \$ _____ Check # _____

Health Inspector Approval: _____ Date _____

☐ 1) Minutes (draft or final) demonstrating review and approval of the applicant's proposed use by the Dover Technical Review Committee. Reviewed by _____.

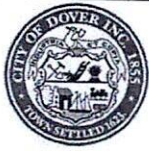
☒ 2) Minutes (draft or final) demonstrating review and approval of the applicant's proposed use by the Dover Parking Commission. Reviewed by W. J. [Signature]

THIS LICENSE IS ☐ ISSUED with these additional conditions: ☐ DENIED for the following reason(s):

Approved By: _____ Date: _____
Fire Chief, or designee

Approved By: _____ Date: _____
Community Services Director or designee

Approved By: _____ Date: _____
Police Chief or designee



CITY OF DOVER

288 CENTRAL AVENUE
DOVER, NH 03820
WWW.DOVER.NH.GOV
603.516.6000

**OWNER CONSENT FOR CITY OF DOVER
OUTDOOR DINING PERMIT AND USE AGREEMENT**

To the extent I own or may own a fee simple interest in the real property underlying the public road,
Second street [insert public road name], which abuts my real property
at 17 Second Street [insert consenting owner's address], and if and to
the extent my consent is necessary, I hereby expressly consent to use of said public road by
Empty Pint Brewing / Ryan Buber [business user's name] for the purpose of outdoor
dining and a permit and use agreement being issued by the City of Dover for the period April 15,
2022 through October 15, 2022. I understand that I may revoke this consent at any time by
providing written notification to the business user and to the City Manager for the City of Dover, J.
Michael Joyal, Jr., 288 Central Avenue, Dover, NH 03820, which may result in termination of the 2022 permit
and use agreement issued by the City of Dover to the aforesaid business user.

Owner's signature, duly authorized

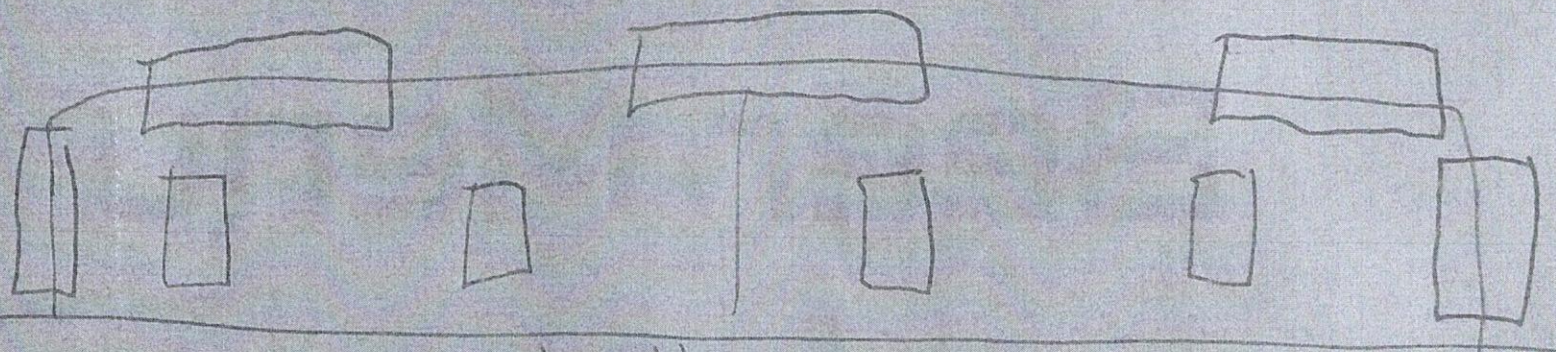
Ryan Buber

Owner's printed name

4-5-22

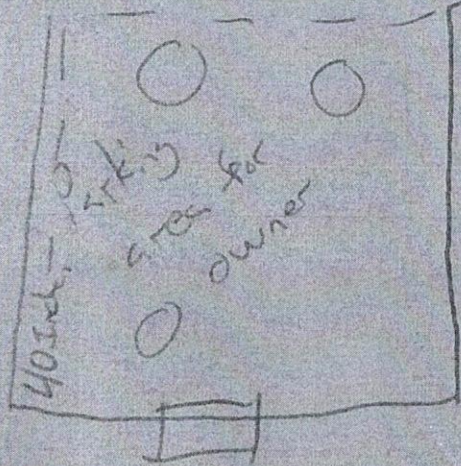
Date

[**If more than one person owns the subject property, then a separate, completed consent form shall be submitted for each owner.]



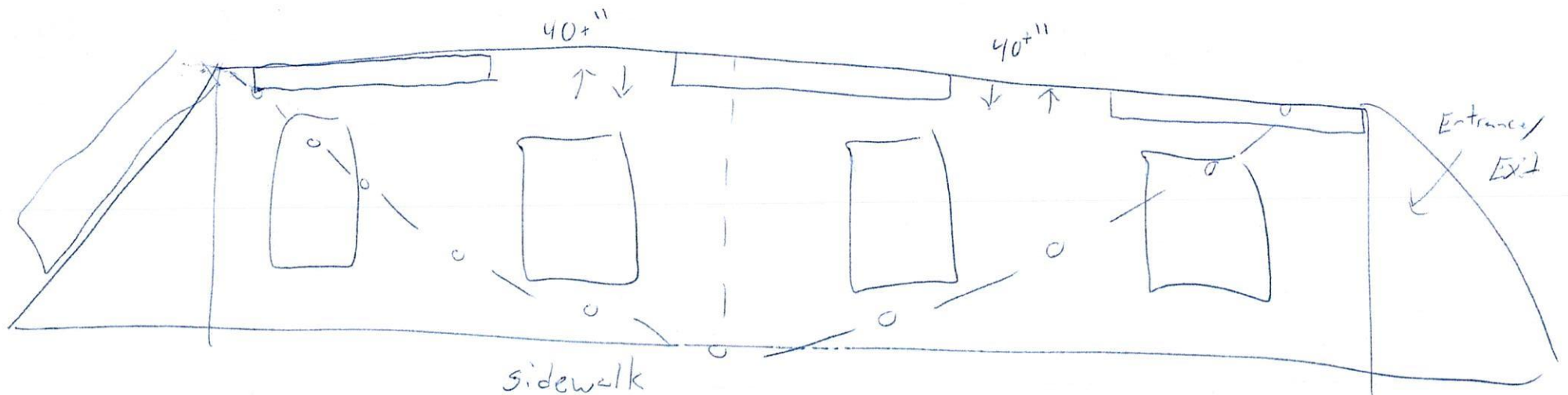
sidewalk

Empty Pint Building



Road

Lighting hung from barrier up to sign and back down (—o—)



Empty Pint Buildin

Gmail

Julia Bubar <juliabubar@gmail.com>

FW: Outdoor seating

1 message

ryan@emptypintbrewing.com <ryan@emptypintbrewing.com>
To: juliabubar@gmail.com

Wed, Mar 30, 2022 at 3:44 PM

Can you print this out tonight please

From: Fred Kell <>
Sent: Wednesday, March 30, 2022 6:51 AM
To: Ryan Bubar <>
Subject: Re: Outdoor seating

Ryan

I am fine with those two parking spots being used for outdoor seating for the Empty Pint.

Sent from my iPhone

On Mar 29, 2022, at 7:48 PM, Ryan Bubar <> wrote:

We are applying to have outdoor seating in front of the building like we did the last two summers. The city is asking for written consent from the property owner that you are fine us using those two spaces.

If you could please respond back with your answer I can forward this to the city as part of the application.

Thank you.

Get



State of New Hampshire Liquor Commission



EMPTY PINT BREWING COMPANY LLC
EMPTY PINT BREWING COMPANY
17 SECOND ST
DOVER NH 03820

NANO BREWERY

RESTAURANT

License No. **205522**
MAIN SEATS: 81

Effective Date: **04/01/2022** Expires: **03/31/2023**

This license is issued and is subject to the conditions prescribed in Title XIII of the revised statutes annotated and regulations enacted by the commission thereunder. This license is effective for the period specified above unless sooner revoked and is not transferable.

State Liquor Commission

Joseph W. Mollica, Chairman

Nicole Brassard Jordan Dep Commissioner

This document and any addendum must be conspicuously displayed on the described premises.

AUDIT NO. 1442197



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/5/2022

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

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

PRODUCER GHM Agency 51 Main Street PO Box 649 Waterville ME 04903-0649		CONTACT NAME: Corianna Cote PHONE (A/C, No, Ext): (207) 873-5101 FAX (A/C, No): (207) 873-5784 E-MAIL ADDRESS: cori@ghmagency.com	
INSURED EMPTY PINT BREWING COMPANY, LLC 39 LAPERLE DR ROCHESTER NH 03867		INSURER(S) AFFORDING COVERAGE INSURER A: Tri-State Insurance Co of Minnesota NAIC # 31003 INSURER B: Acadia Insurance Co 31325 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		ADV5407039-12	9/1/2021	9/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			ADV5407039-12	9/1/2021	9/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			ADV5407039-12	9/1/2021	9/1/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A		WCA5407040-12	9/1/2021	9/1/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Liquor Liability			ADV5407039-12	9/1/2021	9/1/2022	Each Occurrence 1,000,000 Aggregate 2,000,000

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

Named additional insured endorsement included. Coverage is primary and non-contributory.

CERTIFICATE HOLDER

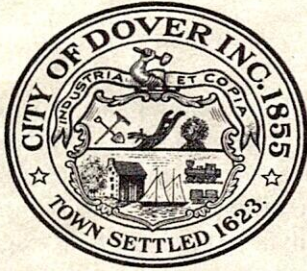
CANCELLATION

City of Dover
288 Central Ave
Dover, NH 03820

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

AUTHORIZED REPRESENTATIVE

Corianna Cote/CORI



Outdoor Dining Application - Parking

City of Dover, New Hampshire Dover
Police Department
Parking Bureau
Mailing Address: 288 Central Avenue
Dover, NH 03820
NH Telephone: (603) 516-6132
Fax: (603) 516-4949

- ☐ Private property (no fee required)
☐ Public property
☐ Will include seasonal use of outdoor heaters
☒ Requesting use of City parking spaces for seating

Please complete the following application and submit it to the City of Dover, Parking Bureau. Applications can be e-mailed to parking@dover.nh.gov or delivered to 288 Central Avenue, Dover NH.

Applicant/Restaurant Name: Sonny's Tavern
Address (Street/City/State/Zip): 328 Central Ave. Dover, NH 03820
Phone number(s): 603-610-2298 / 603-343-4332 Email: sonnysdover@gmail.com
Address of proposed Dining Area (if different than restaurant address): 3 parking spots Bellknop lot
Owner of real property where restaurant is located: Anise Properties
Address (Street/City/State/Zip): 2A Adelle drive Dover NH 03820
Phone number(s): 603-247-9459 Email: Dawn@aniseproperties.com

The following documents shall accompany this application.

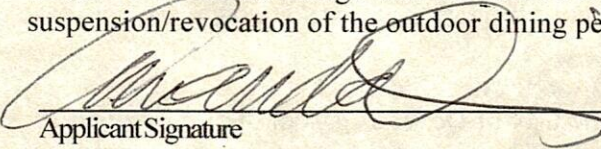
- ☐ 1) A plan or sketch depicting the following: outline of the proposed space; proposed table layout; entrance/exits; any adjacent traffic/parking/sidewalk areas; lighting; outdoor heaters. Lighting capacity will help staff determine the hours of operation for safely conducting business outside. Indicate quantity and location of any proposed heating fuel storage. Fuel shall not be stored inside.
- ☐ 2) Written consent of the real property owner for each property directly beside the proposed outdoor dining area. If the applicant is the owner, then the applicant should complete the consent form. (Form attached).
- ☐ 3) Copy of license from New Hampshire Liquor Commission, if applicant intends to serve alcohol.
- ☐ 4) Certificate(s) of insurance (see insurance requirements below).

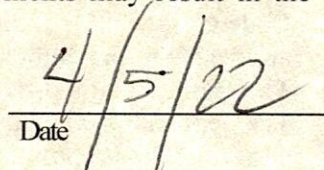
The following terms of this permit and use agreement shall take effect once this signed, completed application is approved and signed by the City of Dover Fire Chief, Police Chief and Community Services Director:

- The applicant may only use the number and location of public parking spaces approved by the City of Dover Parking Commission.
- The term of this permit and use agreement is from April 15, 2022 to and including October 15, 2022. A fee of \$1,100 per parking space is due to the Dover Parking Bureau at the inception of this permit and use agreement. The fee due may be prorated if less than the full use period in 2022 is sought, but a minimum use period of three months shall apply to any permitted use of the public parking spaces.
- The applicant will at all times abide by the City of Dover's Food Service Establishment ordinances (Dover Code Chapter 85), as well as Dover Code 125-20 subsections A, B, C, D, E, G, and H, hereby made applicable to the outdoor dining use of public parking spaces as well.
- The applicant, if a restaurant, shall continue to follow the 2017 food code regulations.
- The applicant shall use barricades, which will be supplied by the City of Dover as part of the fee outlined above. If the proposed permittee prefers supplying its own barricades, it may be do so with prior approval of the Dover Police Department. The placement and location of all barricades shall be approved by the Dover Police Department and shall conform to any requirements of applicable law.

- f) The applicant shall at all times comply with any and all applicable federal, state, and local laws, including but not limited to those stated above, the requirements of the Americans with Disabilities Act ("ADA"), the laws promulgated or enforced by the New Hampshire State Liquor Commission, and any applicable building, fire, safety, life safety, or other such codes, whichever is most stringent.
- g) The applicant shall not cause any harm or damage to public property, including but not limited to pavement surfaces and/or City barricades.
- h) The applicant agrees and acknowledges that its use of the public parking spaces is at applicant's sole risk and liability. The applicant has the sole obligation to comply and ensure compliance with any and all applicable federal, state, or local law. The applicant agrees to and shall defend (with counsel acceptable to the City of Dover), indemnify, and hold harmless the City of Dover and the City of Dover's public officials, officers, employees, agents, and/or contractors (collectively "Indemnitees") for any injury, bodily injury, property damage, accident, fire, loss, theft or other casualty of any kind whatsoever, including but not limited to injuries or damages caused by or to customers/clients or to others or to real or personal property, which occurs or is alleged to have occur in relation to and/or arising out of (i) the exercise of any right or privilege or permission granted by this permit and use agreement; and/or (ii) applicant's failure to comply with applicable federal, state, or local law, and/or (iii) the placement, location, efficacy, adequacy, condition, and/or suitability of any barriers and/or other protective measures in connection with this permit and use agreement. The applicant acknowledges and agrees that the permitted use of the public parking spaces and/or barriers is the product of municipal discretion. Nothing within this permit and use agreement shall be deemed to constitute a waiver of any immunity of the City of Dover, which immunities are reserved to the City of Dover.
- i) If the outdoor dining area is on City of Dover property or any property controlled by the City of Dover, the applicant acknowledges and agrees that it shall secure and maintain the following policy or policies at no cost to the City of Dover for the duration of the use: (i) a General Liability Insurance policy with coverage of at least \$1,000,000 per occurrence and \$2,000,000 aggregate, and (ii) if alcohol is served by the applicant, a liquor liability endorsement including coverage of at least \$1,000,000 per occurrence and \$1,000,000 in the aggregate. The City of Dover shall be listed as an additional insured on all required policies of the applicant, which coverage shall apply on a primary and noncontributory basis, and, subject to the dollar amounts specified above, cover the City of Dover with the same scope of coverage provided to the licensee under the general liability policy without subjecting the City of Dover to any different or additional terms, conditions, limitations or exclusions. An insurance certificate shall be supplied to the City of Dover, proof of an endorsement or policy additional insured provisions confirming the City of Dover's additional insured status.
- j) This agreement shall be governed and construed in accordance with the laws of the State of New Hampshire.
- k) This permit and use agreement will be in effect with the applicant's Health License. This application, once approved by the Dover Community Services Director, will serve as the permit normally required by Dover Code 125-20 and/or Dover Code 125-9. Approval of the City's Building Official and Community Services Director shall, together and to the extent needed, constitute the City's approval of local officials pursuant to RSA 178:24.
- l) All documents accompanying or required by this permit and use agreement are incorporated herein as substantive terms and conditions. This permit and use agreement is expressly conditioned upon the representations and continuing validity of the aforesaid documents. If any such document or consent is revoked, terminated, suspended, or otherwise adversely impacted for any reason, the City reserves the right to revoke and terminate this permit and use agreement. While the City of Dover does not view a property owner's written consent as necessary for the permission granted herein, the City of Dover does reserve the right to revoke or suspend this permit and use agreement in the event such written consent is revoked.
- m) Pursuant to RSA 72:23, I(b), the applicant shall, no later than the due date, pay all properly assessed real and personal property taxes on the public parking space area they are using and occupying, to include all current and potential real and personal property taxes. The applicant shall pay real and personal property taxes on structures or improvements added by the applicant. Failure of the applicant to pay the duly assessed personal and real estate taxes when due shall be cause to terminate this permit and use agreement.
- n) The City has the right to amend or revoke this permit and use agreement for good cause, as well as the right to revoke any temporary licenses at any time for non-compliance, or for failure to meet any condition.

I/We have reviewed the foregoing and understand, acknowledge, and agree to the foregoing conditions and terms. I/We acknowledge that the failure to comply with outdoor dining requirements may result in the suspension/revocation of the outdoor dining permit.


Applicant Signature


Date

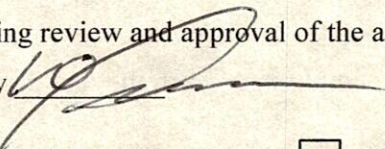
****CITY OF DOVER USE ONLY****

**** OFFICE USE ONLY – DO NOT WRITE IN THIS SPACE ****

Fee \$ _____ (\$1,100 per space) Cash \$ _____ Check # _____

Health Inspector Approval: _____ Date _____

☐ 1) Minutes (draft or final) demonstrating review and approval of the applicant's proposed use by the Dover Technical Review Committee. Reviewed by _____.

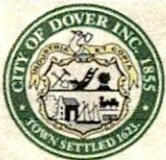
☒ 2) Minutes (draft or final) demonstrating review and approval of the applicant's proposed use by the Dover Parking Commission. Reviewed by  _____

THIS LICENSE IS ☐ ISSUED with these additional conditions: ☐ DENIED for the following reason(s):

Approved By: _____ Date: _____
Fire Chief, or designee

Approved By: _____ Date: _____
Community Services Director or designee

Approved By: _____ Date: _____
Police Chief or designee



CITY OF DOVER

288 CENTRAL AVENUE
DOVER, NH 03820
WWW.DOVER.NH.GOV
603.516.6000

OWNER CONSENT FOR CITY OF DOVER
OUTDOOR DINING PERMIT AND USE AGREEMENT

To the extent I own or may own a fee simple interest in the real property underlying the public road,
_____ [insert public road name], which abuts my real property

at _____ [insert consenting owner's address], and if and to

the extent my consent is necessary, I hereby expressly consent to use of said public road by

_____ [business user's name] for the purpose of outdoor

dining and a permit and use agreement being issued by the City of Dover for the period April 15,

2022 through October 15, 2022. I understand that I may revoke this consent at any time by

providing written notification to the business user and to the City Manager for the City of Dover, J.

Michael Joyal, Jr., 288 Central Avenue, Dover, NH 03820, which may result in termination of the 2022 permit

and use agreement issued by the City of Dover to the aforesaid business user.

Owner's signature, duly authorized

Owner's printed name

Date

[**If more than one person owns the subject property, then a separate, completed consent form shall be submitted for each owner.]

sidewalk

lighting in
yellow

Wood Barrier

lighting in
yellow

lighting in
yellow

2 top

tree

parking
space 1

4 top

4 top

4 top

parking

2 top

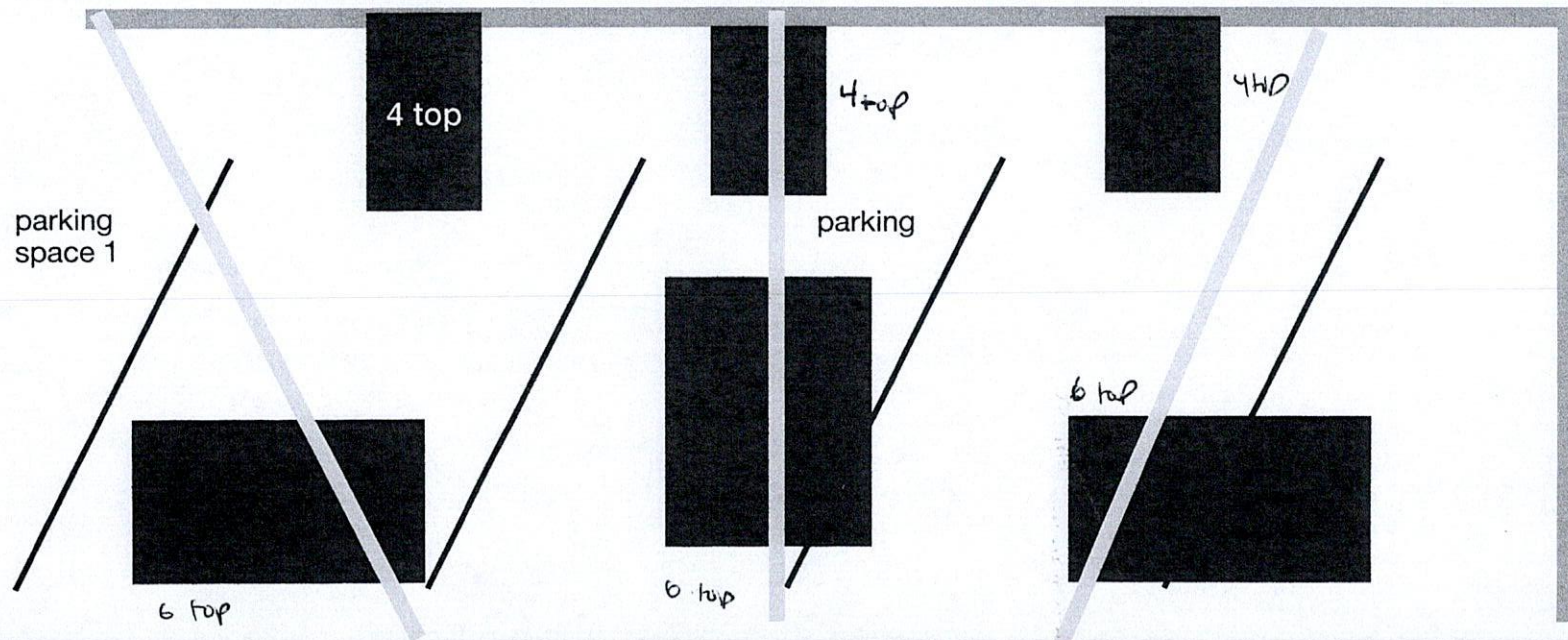
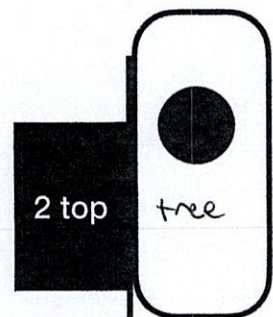
6 top

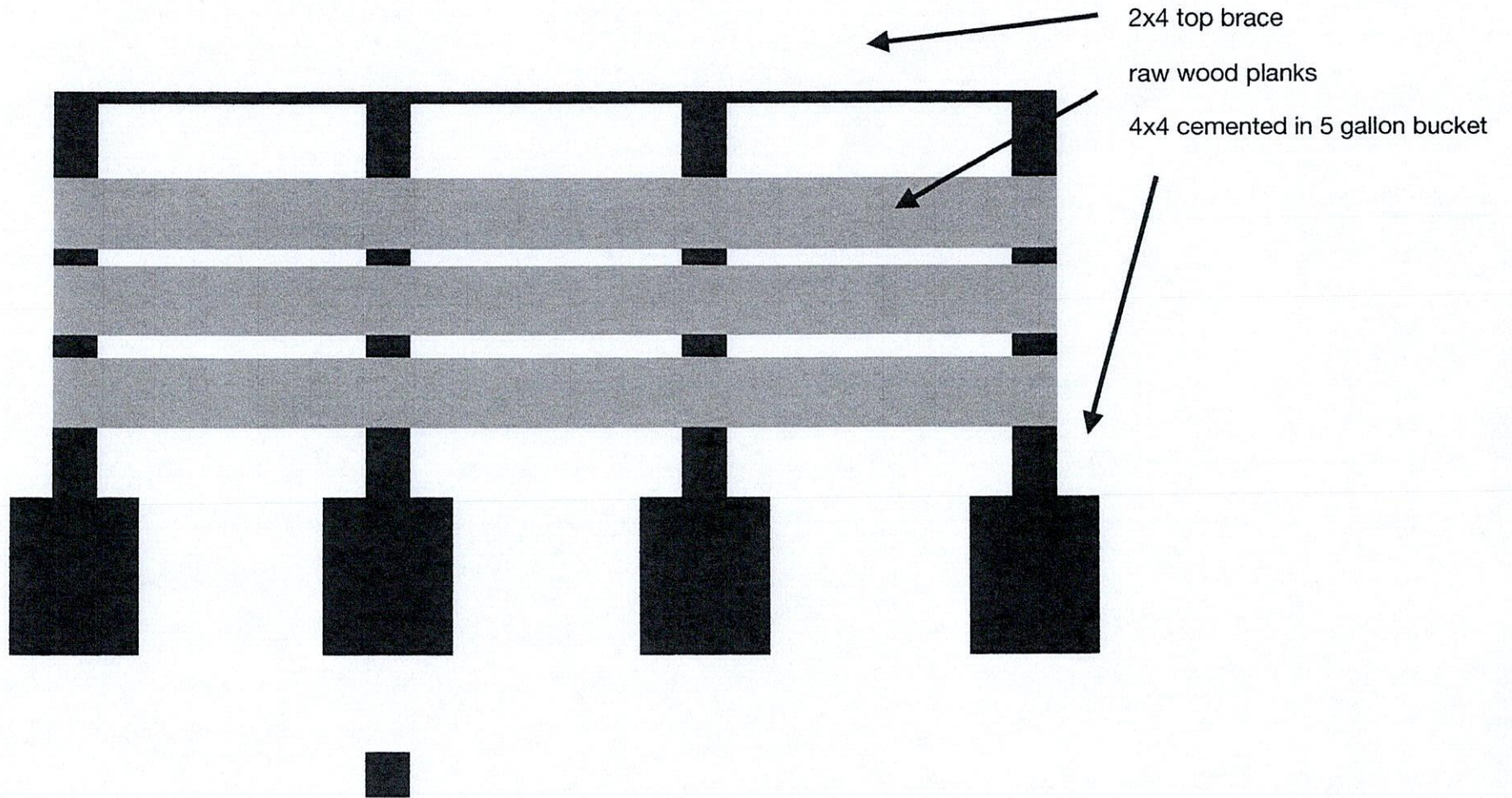
6 top

6 top

2 top

Building







Dawn F

Thursday

To: sonnysdover@gmail.com >

Re: Outdoor seating

Good Morning Dean,

This email is to confirm Avise Properties authorizes outdoor seating on the property located at 90 Washington Street, Dover. Please let me know if you need anything further.

Regards,

Dawn Foote

Avise Properties

C: 603-247-9459

E: Dawn@aviseproperties.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/31/2022

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

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

PRODUCER G & A INSURANCE, INC 34 Dover Point Road Dover NH 03820		CONTACT NAME: Stan Cataldo PHONE (A/C, No, Ext): (603) 742-2644 E-MAIL ADDRESS: scataldo@gandainsurance.com FAX (A/C, No): (603) 742-2406	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Hospitality Ins. Co.	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

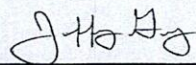
COVERAGES **CERTIFICATE NUMBER:** Master 2021-22 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

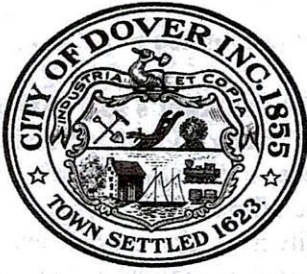
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			CPP28001460	05/15/2021	05/15/2022	EACH OCCURRENCE
	☐ CLAIMS-MADE ☒ OCCUR						\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)
							\$ 300,000
							MED EXP (Any one person)
							\$ 5,000
							PERSONAL & ADV INJURY
							\$ 1,000,000
							GENERAL AGGREGATE
							\$ 2,000,000
							PRODUCTS - COMP/OP AGG
							\$ 2,000,000
							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)
	☐ ANY AUTO						\$
	☐ OWNED AUTOS ONLY						BODILY INJURY (Per person)
	☐ HIRED AUTOS ONLY						\$
	☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)
	☐ NON-OWNED AUTOS ONLY						\$
							PROPERTY DAMAGE (Per accident)
							\$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE
	☐ EXCESS LIAB						\$
	☐ OCCUR						AGGREGATE
	☐ CLAIMS-MADE						\$
	☐ DED						\$
	☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT
							\$
							E.L. DISEASE - EA EMPLOYEE
							\$
							E.L. DISEASE - POLICY LIMIT
							\$

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

Re: Outdoor Seating
City of Dover, NH is an additional insured

CERTIFICATE HOLDER City of Dover City Clerk 288 Central Avenue Dover NH 03820	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

© 1988-2015 ACORD CORPORATION. All rights reserved.



Outdoor Dining Application - Parking

City of Dover, New Hampshire Dover
Police Department
Parking Bureau
Mailing Address: 288 Central Avenue
Dover, NH 03820
NH Telephone: (603) 516-6132
Fax: (603) 516-4949

- ☐ Private property (no fee required)
☐ Public property
☐ Will include seasonal use of outdoor heaters
☒ Requesting use of City parking spaces for seating

Please complete the following application and submit it to the City of Dover, Parking Bureau. Applications can be e-mailed to parking@dover.nh.gov or delivered to 288 Central Avenue; Dover NH.

Applicant/Restaurant Name: Sonny's Tavern
Address (Street/City/State/Zip): 228 Central Ave. Dover, NH 03820
Phone number(s): 603-610-2248 / 603-343-4332 Email: Sonnysdoover@gmail.com
Address of proposed Dining Area (if different than restaurant address): 3 parking spots Bellknop lot
Owner of real property where restaurant is located: Anise Properties
Address (Street/City/State/Zip): 2A Adelle drive Dover NH 03820
Phone number(s): 603-247-9459 Email: Dawn@aniseproperties.com

The following documents shall accompany this application.

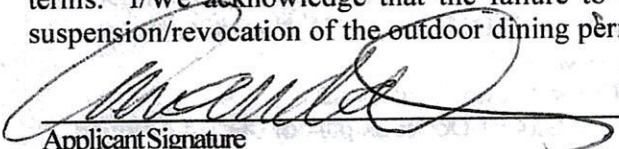
- ☐ 1) A plan or sketch depicting the following: outline of the proposed space; proposed table layout; entrance/exits; any adjacent traffic/parking/sidewalk areas; lighting; outdoor heaters. Lighting capacity will help staff determine the hours of operation for safely conducting business outside. Indicate quantity and location of any proposed heating fuel storage. Fuel shall not be stored inside.
- ☐ 2) Written consent of the real property owner for each property directly beside the proposed outdoor dining area. If the applicant is the owner, then the applicant should complete the consent form. (Form attached).
- ☐ 3) Copy of license from New Hampshire Liquor Commission, if applicant intends to serve alcohol.
- ☐ 4) Certificate(s) of insurance (see insurance requirements below).

The following terms of this permit and use agreement shall take effect once this signed, completed application is approved and signed by the City of Dover Fire Chief, Police Chief and Community Services Director:

- The applicant may only use the number and location of public parking spaces approved by the City of Dover Parking Commission.
- The term of this permit and use agreement is from April 15, 2022 to and including October 15, 2022. A fee of \$1,100 per parking space is due to the Dover Parking Bureau at the inception of this permit and use agreement. The fee due may be prorated if less than the full use period in 2022 is sought, but a minimum use period of three months shall apply to any permitted use of the public parking spaces.
- The applicant will at all times abide by the City of Dover's Food Service Establishment ordinances (Dover Code Chapter 85), as well as Dover Code 125-20 subsections A, B, C, D, E, G, and H, hereby made applicable to the outdoor dining use of public parking spaces as well.
- The applicant, if a restaurant, shall continue to follow the 2017 food code regulations.
- The applicant shall use barricades, which will be supplied by the City of Dover as part of the fee outlined above. If the proposed permittee prefers supplying its own barricades, it may be do so with prior approval of the Dover Police Department. The placement and location of all barricades shall be approved by the Dover Police Department and shall conform to any requirements of applicable law.

- f) The applicant shall at all times comply with any and all applicable federal, state, and local laws, including but not limited to those stated above, the requirements of the Americans with Disabilities Act ("ADA"), the laws promulgated or enforced by the New Hampshire State Liquor Commission, and any applicable building, fire, safety, life safety, or other such codes, whichever is most stringent.
- g) The applicant shall not cause any harm or damage to public property, including but not limited to pavement surfaces and/or City barricades.
- h) The applicant agrees and acknowledges that its use of the public parking spaces is at applicant's sole risk and liability. The applicant has the sole obligation to comply and ensure compliance with any and all applicable federal, state, or local law. The applicant agrees to and shall defend (with counsel acceptable to the City of Dover), indemnify, and hold harmless the City of Dover and the City of Dover's public officials, officers, employees, agents, and/or contractors (collectively "Indemnitees") for any injury, bodily injury, property damage, accident, fire, loss, theft or other casualty of any kind whatsoever, including but not limited to injuries or damages caused by or to customers/clients or to others or to real or personal property, which occurs or is alleged to have occur in relation to and/or arising out of (i) the exercise of any right or privilege or permission granted by this permit and use agreement; and/or (ii) applicant's failure to comply with applicable federal, state, or local law, and/or (iii) the placement, location, efficacy, adequacy, condition, and/or suitability of any barriers and/or other protective measures in connection with this permit and use agreement. The applicant acknowledges and agrees that the permitted use of the public parking spaces and/or barriers is the product of municipal discretion. Nothing within this permit and use agreement shall be deemed to constitute a waiver of any immunity of the City of Dover, which immunities are reserved to the City of Dover.
- i) If the outdoor dining area is on City of Dover property or any property controlled by the City of Dover, the applicant acknowledges and agrees that it shall secure and maintain the following policy or policies at no cost to the City of Dover for the duration of the use: (i) a General Liability Insurance policy with coverage of at least \$1,000,000 per occurrence and \$2,000,000 aggregate, and (ii) if alcohol is served by the applicant, a liquor liability endorsement including coverage of at least \$1,000,000 per occurrence and \$1,000,000 in the aggregate. The City of Dover shall be listed as an additional insured on all required policies of the applicant, which coverage shall apply on a primary and noncontributory basis, and, subject to the dollar amounts specified above, cover the City of Dover with the same scope of coverage provided to the licensee under the general liability policy without subjecting the City of Dover to any different or additional terms, conditions, limitations or exclusions. An insurance certificate shall be supplied to the City of Dover, proof of an endorsement or policy additional insured provisions confirming the City of Dover's additional insured status.
- j) This agreement shall be governed and construed in accordance with the laws of the State of New Hampshire.
- k) This permit and use agreement will be in effect with the applicant's Health License. This application, once approved by the Dover Community Services Director, will serve as the permit normally required by Dover Code 125-20 and/or Dover Code 125-9. Approval of the City's Building Official and Community Services Director shall, together and to the extent needed, constitute the City's approval of local officials pursuant to RSA 178:24.
- l) All documents accompanying or required by this permit and use agreement are incorporated herein as substantive terms and conditions. This permit and use agreement is expressly conditioned upon the representations and continuing validity of the aforesaid documents. If any such document or consent is revoked, terminated, suspended, or otherwise adversely impacted for any reason, the City reserves the right to revoke and terminate this permit and use agreement. While the City of Dover does not view a property owner's written consent as necessary for the permission granted herein, the City of Dover does reserve the right to revoke or suspend this permit and use agreement in the event such written consent is revoked.
- m) Pursuant to RSA 72:23, I(b), the applicant shall, no later than the due date, pay all properly assessed real and personal property taxes on the public parking space area they are using and occupying, to include all current and potential real and personal property taxes. The applicant shall pay real and personal property taxes on structures or improvements added by the applicant. Failure of the applicant to pay the duly assessed personal and real estate taxes when due shall be cause to terminate this permit and use agreement.
- n) The City has the right to amend or revoke this permit and use agreement for good cause, as well as the right to revoke any temporary licenses at any time for non-compliance, or for failure to meet any condition.

I/We have reviewed the foregoing and understand, acknowledge, and agree to the foregoing conditions and terms. I/We acknowledge that the failure to comply with outdoor dining requirements may result in the suspension/revocation of the outdoor dining permit.


Applicant Signature

4/5/22
Date

sidewalk

lighting in
yellow

Wood Barrier

lighting in
yellow

lighting in
yellow

2 top



tree

parking
space 1

4 top

4 top

4 top

parking

6 top

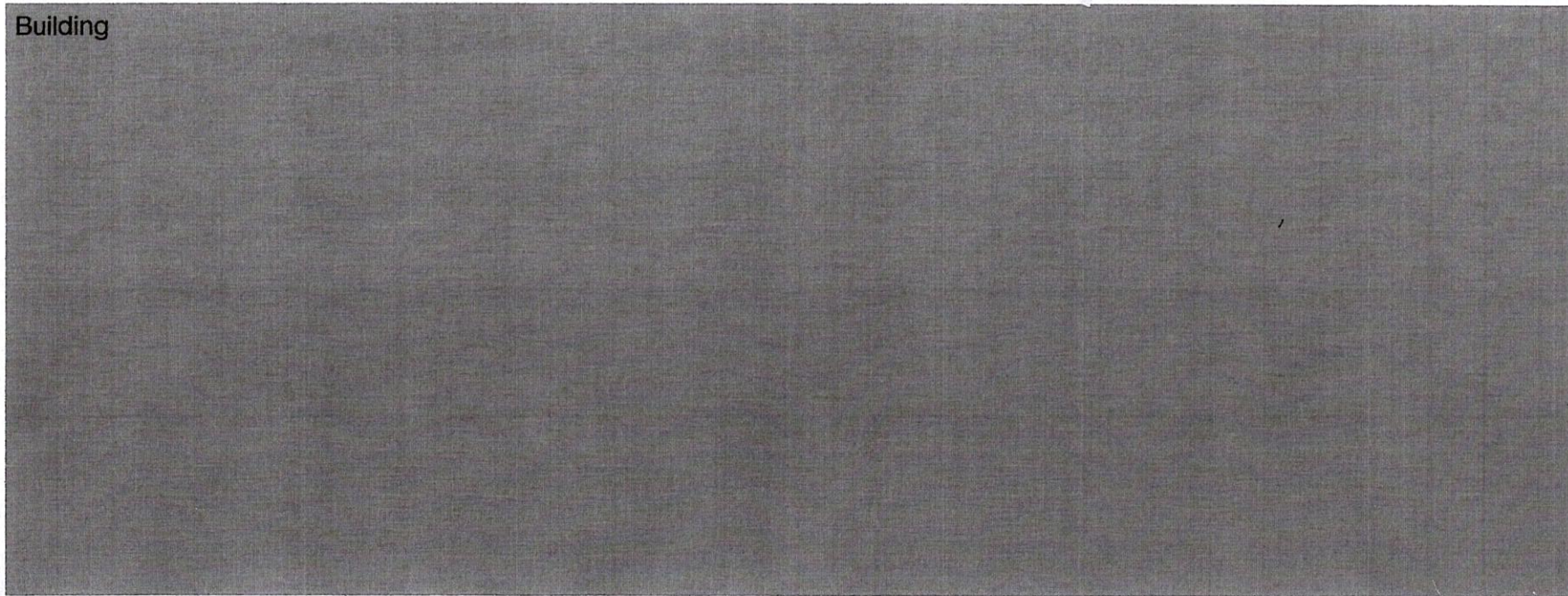
6 top

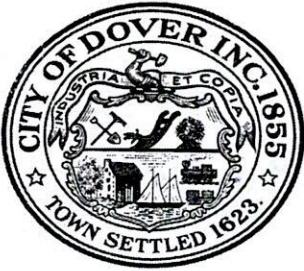
6 top

2 top

2 top

Building





Outdoor Dining Application - Parking

City of Dover, New Hampshire Dover
Police Department
Parking Bureau
Mailing Address: 288 Central Avenue
Dover, NH 03820
NH Telephone: (603) 516-6132
Fax: (603) 516-4949

- ☐ Private property (no fee required)
- ☐ Public property
- ☒ Will include seasonal use of outdoor heaters
- ☒ Requesting use of City parking spaces for seating

Please complete the following application and submit it to the City of Dover, Parking Bureau. Applications can be e-mailed to parking@dover.nh.gov or delivered to 288 Central Avenue; Dover NH.

Applicant/Restaurant Name: The Wook Breakfast & Lunch
Address (Street/City/State/Zip): 2 Locust St. Dover NH 03820
Phone number(s): 749-4673 Email: theworknh@gmail.com
Address of proposed Dining Area (if different than restaurant address): _____
Owner of real property where restaurant is located: Avise properties
Address (Street/City/State/Zip): _____
Phone number(s): _____ Email: _____

The following documents shall accompany this application.

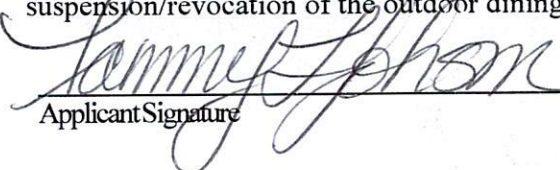
- ☒ 1) A plan or sketch depicting the following: outline of the proposed space; proposed table layout; entrance/exits; any adjacent traffic/parking/sidewalk areas; lighting; outdoor heaters. Lighting capacity will help staff determine the hours of operation for safely conducting business outside. Indicate quantity and location of any proposed heating fuel storage. Fuel shall not be stored inside.
- ☒ 2) Written consent of the real property owner for each property directly beside the proposed outdoor dining area. If the applicant is the owner, then the applicant should complete the consent form. (Form attached).
- ☐ 3) Copy of license from New Hampshire Liquor Commission, if applicant intends to serve alcohol.
- ☐ 4) Certificate(s) of insurance (see insurance requirements below).

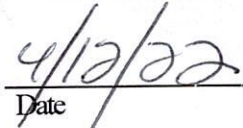
The following terms of this permit and use agreement shall take effect once this signed, completed application is approved and signed by the City of Dover Fire Chief, Police Chief and Community Services Director:

- a) The applicant may only use the number and location of public parking spaces approved by the City of Dover Parking Commission.
- b) The term of this permit and use agreement is from April 15, 2022 to and including October 15, 2022. A fee of \$1,100 per parking space is due to the Dover Parking Bureau at the inception of this permit and use agreement. The fee due may be prorated if less than the full use period in 2022 is sought, but a minimum use period of three months shall apply to any permitted use of the public parking spaces.
- c) The applicant will at all times abide by the City of Dover's Food Service Establishment ordinances (Dover Code Chapter 85), as well as Dover Code 125-20 subsections A, B, C, D, E, G, and H, hereby made applicable to the outdoor dining use of public parking spaces as well.
- d) The applicant, if a restaurant, shall continue to follow the 2017 food code regulations.
- e) The applicant shall use barricades, which will be supplied by the City of Dover as part of the fee outlined above. If the proposed permittee prefers supplying its own barricades, it may do so with prior approval of the Dover Police Department. The placement and location of all barricades shall be approved by the Dover Police Department and shall conform to any requirements of applicable law.

- f) The applicant shall at all times comply with any and all applicable federal, state, and local laws, including but not limited to those stated above, the requirements of the Americans with Disabilities Act ("ADA"), the laws promulgated or enforced by the New Hampshire State Liquor Commission, and any applicable building, fire, safety, life safety, or other such codes, whichever is most stringent.
- g) The applicant shall not cause any harm or damage to public property, including but not limited to pavement surfaces and/or City barricades.
- h) The applicant agrees and acknowledges that its use of the public parking spaces is at applicant's sole risk and liability. The applicant has the sole obligation to comply and ensure compliance with any and all applicable federal, state, or local law. The applicant agrees to and shall defend (with counsel acceptable to the City of Dover), indemnify, and hold harmless the City of Dover and the City of Dover's public officials, officers, employees, agents, and/or contractors (collectively "Indemnitees") for any injury, bodily injury, property damage, accident, fire, loss, theft or other casualty of any kind whatsoever, including but not limited to injuries or damages caused by or to customers/clients or to others or to real or personal property, which occurs or is alleged to have occur in relation to and/or arising out of (i) the exercise of any right or privilege or permission granted by this permit and use agreement; and/or (ii) applicant's failure to comply with applicable federal, state, or local law, and/or (iii) the placement, location, efficacy, adequacy, condition, and/or suitability of any barriers and/or other protective measures in connection with this permit and use agreement. The applicant acknowledges and agrees that the permitted use of the public parking spaces and/or barriers is the product of municipal discretion. Nothing within this permit and use agreement shall be deemed to constitute a waiver of any immunity of the City of Dover, which immunities are reserved to the City of Dover.
- i) If the outdoor dining area is on City of Dover property or any property controlled by the City of Dover, the applicant acknowledges and agrees that it shall secure and maintain the following policy or policies at no cost to the City of Dover for the duration of the use: (i) a General Liability Insurance policy with coverage of at least \$1,000,000 per occurrence and \$2,000,000 aggregate, and (ii) if alcohol is served by the applicant, a liquor liability endorsement including coverage of at least \$1,000,000 per occurrence and \$1,000,000 in the aggregate. The City of Dover shall be listed as an additional insured on all required policies of the applicant, which coverage shall apply on a primary and noncontributory basis, and, subject to the dollar amounts specified above, cover the City of Dover with the same scope of coverage provided to the licensee under the general liability policy without subjecting the City of Dover to any different or additional terms, conditions, limitations or exclusions. An insurance certificate shall be supplied to the City of Dover, proof of an endorsement or policy additional insured provisions confirming the City of Dover's additional insured status.
- j) This agreement shall be governed and construed in accordance with the laws of the State of New Hampshire.
- k) This permit and use agreement will be in effect with the applicant's Health License. This application, once approved by the Dover Community Services Director, will serve as the permit normally required by Dover Code 125-20 and/or Dover Code 125-9. Approval of the City's Building Official and Community Services Director shall, together and to the extent needed, constitute the City's approval of local officials pursuant to RSA 178:24.
- l) All documents accompanying or required by this permit and use agreement are incorporated herein as substantive terms and conditions. This permit and use agreement is expressly conditioned upon the representations and continuing validity of the aforesaid documents. If any such document or consent is revoked, terminated, suspended, or otherwise adversely impacted for any reason, the City reserves the right to revoke and terminate this permit and use agreement. While the City of Dover does not view a property owner's written consent as necessary for the permission granted herein, the City of Dover does reserve the right to revoke or suspend this permit and use agreement in the event such written consent is revoked.
- m) Pursuant to RSA 72:23, I(b), the applicant shall, no later than the due date, pay all properly assessed real and personal property taxes on the public parking space area they are using and occupying, to include all current and potential real and personal property taxes. The applicant shall pay real and personal property taxes on structures or improvements added by the applicant. Failure of the applicant to pay the duly assessed personal and real estate taxes when due shall be cause to terminate this permit and use agreement.
- n) The City has the right to amend or revoke this permit and use agreement for good cause, as well as the right to revoke any temporary licenses at any time for non-compliance, or for failure to meet any condition.

I/We have reviewed the foregoing and understand, acknowledge, and agree to the foregoing conditions and terms. I/We acknowledge that the failure to comply with outdoor dining requirements may result in the suspension/revocation of the outdoor dining permit.


Applicant Signature


Date

****CITY OF DOVER USE ONLY****

**** OFFICE USE ONLY – DO NOT WRITE IN THIS SPACE ****

Fee \$ _____ (\$1,100 per space) Cash \$ _____ Check # _____

Health Inspector Approval: _____ Date _____

☐ 1) Minutes (draft or final) demonstrating review and approval of the applicant's proposed use by the Dover Technical Review Committee. Reviewed by _____.

☒ 2) Minutes (draft or final) demonstrating review and approval of the applicant's proposed use by the Dover Parking Commission. Reviewed by W. J. [Signature]

THIS LICENSE IS ☐ ISSUED with these additional conditions: ☐ DENIED for the following reason(s):

Approved By: _____ Date: _____
Fire Chief, or designee

Approved By: _____ Date: _____
Community Services Director or designee

Approved By: _____ Date: _____
Police Chief or designee



CITY OF DOVER

288 CENTRAL AVENUE
DOVER, NH 03820
WWW.DOVER.NH.GOV
603.516.6000

OWNER CONSENT FOR CITY OF DOVER OUTDOOR DINING PERMIT AND USE AGREEMENT

To the extent I own or may own a fee simple interest in the real property underlying the public road,
Locust St [insert public road name], which abuts my real property

at 2 Locust St [insert consenting owner's address], and if and to
the extent my consent is necessary, I hereby expressly consent to use of said public road by

Jeffrey Zelik [business user's name] for the purpose of outdoor
dining and a permit and use agreement being issued by the City of Dover for the period April 15,

2022 through October 15, 2022. I understand that I may revoke this consent at any time by

providing written notification to the business user and to the City Manager for the City of Dover, J.

Michael Joyal, Jr., 288 Central Avenue, Dover, NH 03820, which may result in termination of the 2022 permit
and use agreement issued by the City of Dover to the aforesaid business user.

[Signature]
Owner's signature, duly authorized

Dawn Foote
Owner's printed name

4/12/22
Date



Dawn Foote
Property Manager

dawn@avisproperties.com
603-247-9459 (M)

2A Adelle Drive
Dover, NH 03820

603-742-6828 (O)
603-437-4174 (F)
www.avisproperties.com

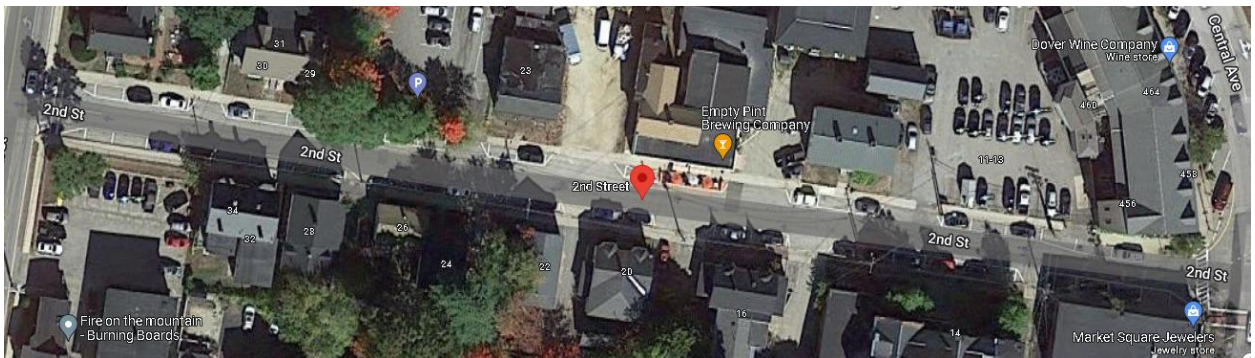
[**If more than one person owns the subject property, then a separate, completed consent form shall be submitted for each owner.]

Empty Pint – Second Street. Second Street – 48 spaces total.

23 spaces (non-permit allowed area), of which these would be two of the them. 25 permit allowed spaces (past the Empty Pint towards Chestnut Street).



Second Street



Sonny's - Belknap Lot – 16 spaces total



The Nook – Locust Street – 19 spaces on Locust (St. Thomas to Washington) 16 on Washington.

