

# 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](mailto:parking@dover.nh.gov) or delivered to 288 Central Avenue; Dover NH.

**Applicant/Restaurant Name:** \_\_\_\_\_

Address (Street/City/State/Zip): \_\_\_\_\_

Phone number(s): \_\_\_\_\_ Email: \_\_\_\_\_

Address of proposed Dining Area (*if different than restaurant address*): \_\_\_\_\_

Owner of real property where restaurant is located: \_\_\_\_\_

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, once obtained, 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.

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Applicant Signature

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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 \_\_\_\_\_.

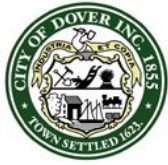
THIS LICENSE IS  ISSUED with these additional conditions:  DENIED for the following reason(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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.]