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STATE OF NEW HAMPSHIRE
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT
DIVISION OF FORESTS AND LANDS
172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856

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September 16, 2015

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

- 1) Pursuant to RSA 227-H:9, authorize the Department of Resources and Economic Development, Division of Forests and Lands (DRED) to enter into a **RETROACTIVE** Memorandum of Agreement (MOA) with the Department of Transportation (DOT) for equipment and antenna space in designated areas at Mount Washington State Park for a 1-year period effective July 1, 2015 through June 30, 2016 subject to Governor and Executive Council approval.
- 2) Further authorize DRED to accept a rental payment of \$10,000 for Fiscal Year 2016. The rental payment will be deposited into accounting unit #03-35-35-351510-37420000 "Mt Washington Commission".

EXPLANATION

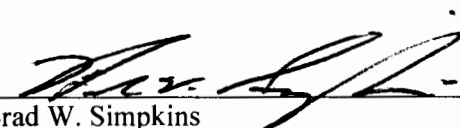
DOT has land mobile radio repeaters on Mount Washington for operations purposes. These repeaters provide truck to truck as well as District-1 and Statewide dispatch communications for day to day operations and incident management. DOT has been a tenant at Mount Washington for more than 20 years. The delay in processing the Lease includes: further negotiations requiring additional review by the NH Department of Justice, and the substantiation of the annual rent with DOT budget staff. The rent payment continues to be made on time by DOT, despite the delay in executing the MOA. For these reasons, we respectfully request retroactive approval of this item.

The MOA is subject to the "State of New Hampshire, Department of Resources and Economic Development Policy on Use and Management of Mountaintops for Communications Facilities". The MOA also requires that all communications equipment installed meet guidelines set forth by the "State of New Hampshire, Department of Resources and Economic Development Technical Requirements for the Use of Communication Sites."

This MOA has been approved by the Office of the Attorney General as to form, substance and execution.

Respectfully submitted,

Concurred,



Brad W. Simpkins
Director



Jeffrey J. Rose
Commissioner



COPY

MEMORANDUM OF AGREEMENT
between the
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
and the
DEPARTMENT OF TRANSPORTATION

In accordance with RSA 227-H:9, this Memorandum of Agreement ("Agreement") is entered into between the New Hampshire Department of Resources and Economic Development ("DRED"), 172 Pembroke Road, Concord, New Hampshire 03301, and the New Hampshire Department of Transportation ("DOT"), 7 Hazen Drive, Concord, New Hampshire 03302.

WHEREAS Mount Washington State Park, located at the Summit of Mount Washington in Sargent's Purchase, New Hampshire, is owned by the State of New Hampshire and managed by DRED through the Division of Parks and Recreation;

WHEREAS DOT currently occupies space in the Yankee Building on the summit of Mount Washington for equipment associated with its statewide radio system for the purpose of agency and public safety communications;

NOW THEREFORE, DRED and DOT agree to the following terms:

1. **Occupied Space.** DOT shall have the right to occupy certain space on the second floor of the Yankee Building for two- equipment racks made up of a radio cabinet and antenna combiner, described in more detail of the DRED site audit DOT shall also have the right to common areas necessary for access to lavatories (the "Premises").
2. **Term.** The Agreement shall be in effect from July 1, 2015 until June 30, 2016. DOT shall have the option to renew the Agreement for an additional one-year term upon both written notice to DRED 30 days prior to the end of the initial term and approval from the New Hampshire Governor and Council ("G&C").
3. **Rent.** DOT shall pay DRED \$10,000 in rent upon approval of the Agreement by G&C or on July 1, 2015, whichever shall occur later. If DOT exercises its option to renew, DOT shall pay DRED an additional \$10,000 in rent upon approval of the extension by G&C or on July 1, 2016, whichever shall occur later.
4. **Access.** DOT must coordinate any access or entry to the Premises through DRED's Communication Technician. If possible, at DRED's sole discretion, DRED shall provide transportation free of charge for DOT to access the Premises on scheduled DRED transportation times; otherwise, DOT's access to the Premises shall be at DOT's expense.

During the summer season, DOT shall, if possible, schedule non-emergency access at dates and times that cause the least amount of interruption to the public's recreational use of the property.


5. **Assignment.** DOT shall not assign its rights under the Agreement to any other third party without DRED's prior written consent.
6. **Notices** All notices, demands, requests and other communications required by the Agreement shall be in writing and shall be delivered to:
 - (a) **DRED:**
The State of New Hampshire
Department of Resources and Economic Development
172 Pembroke Road
Concord, New Hampshire 03301
Attention: Jeffrey J. Rose, Commissioner (or duly appointed successor)
or at such other address of DRED from time to time may have designated by written notice to DOT. Such notice shall be deemed properly given upon the posting in the United States mail.
 - (b) **DOT:**
The State of New Hampshire
Department of Transportation
PO Box 483
Concord, New Hampshire 03302-0483
Attention: William Cass, P.E. Assistant Commissioner (or duly appointed successor)
or at such other address as the DOT from time to time may have designated by written notice to the DRED. Such notice shall be deemed properly given upon the posting in the United States mail.

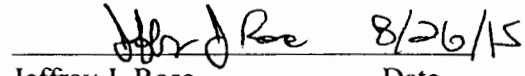
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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed:

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT**


Concur:

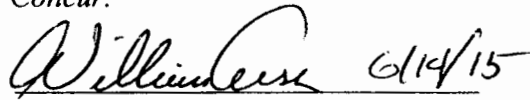

Brad Simpkins Date 8/24/15
Director of Forests and Lands


Jeffrey J. Rose Date 8/26/15
Commissioner


**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION**

Concur:


William Janelle, P.E. Date 6/10/15
Director of Operations


William Cass, P.E. Date 6/14/15
Assistant Commissioner

Approved for Form, Substance and Execution,


Attorney General's Office Date 9/14/15
New Hampshire Department of Justice

Governor and Executive Council Approved: Date _____ Item No. _____