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STATE OF NEW HAMPSHIRE  
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT  
DIVISION OF FORESTS AND LANDS

172 Pembroke Road Concord, New Hampshire 03301  
Phone: 271-2214 Fax: 271-6488 www.nhdf.org

August 11, 2016

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 Forest and Lands (DRED) to exercise a **RETROACTIVE** renewal option for a 1-year extension to the Memorandum of Agreement (MOA) with the Department of Transportation (DOT) for communication equipment in and on the Yankee Building at the summit of Mount Washington, Mount Washington State Park, Sargent's Purchase, New Hampshire upon Governor and Executive Council approval for the period of July 1, 2016 through June 30, 2017. The original MOA was approved by Governor and Executive Council on October 21, 2015, Item #38.
2. Further authorize DRED to accept a rental payment of \$10,000 for Fiscal Year 2017. The rental payment will be deposited into accounting unit #03-35-35-351510-37420000 "Mt. Washington Commission".

**EXPLANATION**

The current MOA approved by Governor and Executive Council (G&C) in October 21, 2015 expired on June 30, 2016. Unfortunately, DRED did not process a G&C request to extend this MOA timely and therefore retroactive approval of this 1-year extension is requested. The extension will allow DOT to continue to provide truck-to-truck as well as District 1 and statewide dispatch communications for day-to-day operations and incident management.

The Attorney General's office has approved this extension as to form, substance and execution.

Respectfully submitted,

Concurred,

Brad W. Simpkins  
Director

Jeffrey J. Rose  
Commissioner

## Extension of Memorandum of Agreement

The Department of Resources and Economic Development and the Department of Transportation hereby mutually agree to exercise a renewal option for a 1-year extension to the Memorandum of Agreement (MOA) for communication equipment in and on the Yankee Building at the summit of Mount Washington in Mount Washington State Park, originally approved by the Governor and Executive Council on October 21, 2015, Item #38, as follows:

1. Amend paragraph 2. Term to read: *The Agreement shall be in effect from July 1, 2016 until June 30, 2017.*
2. All other terms and conditions of the original MOA shall remain the same in full force and effect as originally set forth; and
3. This extension is subject to approval by the Governor and Executive Council.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year written.

**State of New Hampshire**  
**Department of Transportation**

  
\_\_\_\_\_  
Victoria F. Sheehan, Commissioner

8/9/16  
\_\_\_\_\_  
Date

**State of New Hampshire**  
**Department of Resources and Economic Development**

  
\_\_\_\_\_  
Jeffrey J. Rose, Commissioner

8/12/16  
\_\_\_\_\_  
Date

**Approved as to form, substance and execution:**

  
\_\_\_\_\_  
Attorney General

8/17/16  
\_\_\_\_\_  
Date



VICTORIA SHEEHAN  
COMMISSIONER

THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION



WILLIAM CASS, P.E.  
ASSISTANT COMMISSIONER

Bureau of TSMO  
May 4, 2016

Commissioner Jeffrey J. Rose  
NH Department of Resources and Economic Development  
172 Pembroke Road  
Concord, New Hampshire 03301

**REQUESTED ACTION**

In accordance to the Memorandum of Agreement between New Hampshire Department of Resources and Economic Development (DRED) and the New Hampshire Department of Transportation (DOT) approved at Governor and Executive Council on October 21, 2015, Item No. 38, this letter serves as notification that DOT is exercising the option to renew the Agreement for an additional one-year term.

Per the approved Memorandum of Agreement, the DOT has 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. The DOT shall pay DRED an additional \$10,000 in rent upon approval of the extension by G&C or on July 1, 2016, whichever occurs later.

Sincerely,

A handwritten signature in black ink that reads "Victoria F. Sheehan".

Victoria F. Sheehan  
Commissioner

Attachments



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Mou  
Beau...

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

603-271-2214  
FAX: 603-271-6488  
www.nhdf.org

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

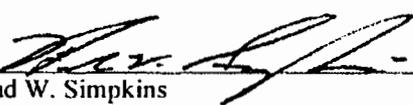
DOT has land mobile radio repeaters on Mount Washington for operations purposes. These repeaters provide truck to truck as well as District-1 and Statewide dispatch communications for day to day operations and incident management. DOT has been a tenant at Mount Washington for more than 20 years. The 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.

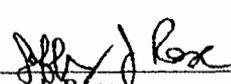
The MOA is subject to the "State of New Hampshire, Department of Resources and Economic Development Policy on Use and Management of Mountaintops for Communications Facilities". The MOA also requires that all communications equipment installed meet guidelines set forth by the "State of New Hampshire,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

*(This section is intentionally left blank, signature page follows)*

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 to Form, Substance and Execution,

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

Governor and Executive Council Approved: Date 10/21/2015 Item No. 38