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State of New Hampshire

DEPARTMENT OF SAFETY
OFFICE OF THE COMMISSIONER
33 HAZEN DR. CONCORD, NH 03305
603/271-2791

JOHN J. BARTHELMES
COMMISSIONER

JAN 25 10 41 AM '16

January 11, 2016

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

Retroactive

Requested Action

Authorize the Department of Safety, Division of Emergency Services and Communications (9-1-1) to **retroactively** exercise a renewal option with Hightower North, Inc. (VC# 216787-B001), 516 Steele Hill Road, Sanbornton, NH in the amount of \$71,500.40, increasing the contract amount from \$63,119.40 to a total of \$134,619.80, for the purpose of leasing tower space for continued use of two microwave antennas. This renewal option is for five years through January 31, 2021, with an option to renew at the sole discretion of the State for an additional five years. Effective upon Governor and Council approval for the period of February 1, 2016 through January 31, 2021. Funding Source: 100% Agency Income.

Funds are available as follows in the SFY 2016/2017 operating budget and are contingent upon availability and continued appropriations in SFY 2018 through SFY 2021 with the authority to adjust between fiscal years through the Budget Office if needed and justified.

02-23-23-236510-13960000 Dept. of Safety – Division of Emergency Services – Network
039-500180-23TEC Telecommunications – Telecommunications Data

<u>SFY2016</u>	<u>SFY2017</u>	<u>SFY2018</u>	<u>SFY2019</u>	<u>SFY2020</u>	<u>SFY2021</u>	<u>TOTAL</u>
\$5,375.00	\$13,416.00	\$13,952.64	\$14,510.64	\$15,090.96	\$9,155.16	\$71,500.40

Explanation

This contract is **retroactive** due to a delay in its preparation. To prevent this in the future, a system for notifying divisions of expiring contracts and leases is currently being set up. This contract provides for leasing space on a 199 foot tall communications tower located on Bean Hill, Northfield, NH and owned by Hightower North, Inc., for the continued use of two microwave antennas to send and receive telecommunications. This contract will also allow for access to the tower and adjacent building, as well as the space with the two antennas, at about 65 feet up the tower structure. The use of these two microwave antennas have reduced some of the cost of regular wired telephones through the use of microwave transmitting for both the Laconia and the Concord Enhanced 9-1-1 call centers and, more importantly, the antennas provide a much needed redundancy for emergency communications.

Respectfully submitted,

John J. Barthelmes
Commissioner of Safety

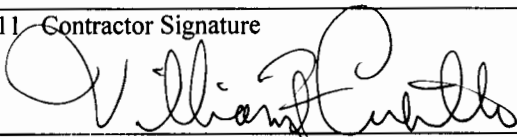
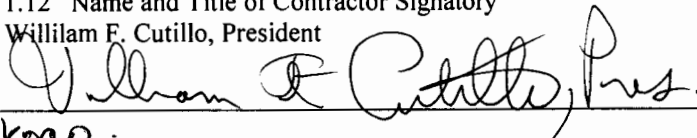
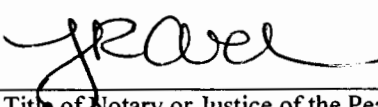
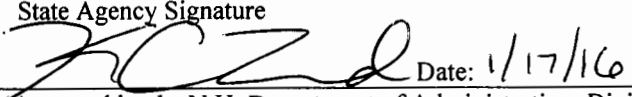
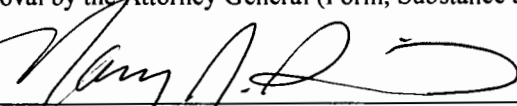
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Safety, Division of Emergency Services, Bureau of Emergency Communications		1.2 State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3 Contractor Name Hightower North Inc.		1.4 Contractor Address 516 Steele Hill Road Sanbornton, NH 03269	
1.5 Contractor Phone Number 603-387-1247	1.6 Account Number 13960000-039-500180-23TEC	1.7 Completion Date 01/31/2021	1.8 Price Limitation 71,500.40
1.9 Contracting Officer for State Agency Peter A DeNutte		1.10 State Agency Telephone Number 603-271-6911	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory William F. Cutillo, President 	
1.13 Acknowledgement: State of NH , County of Belknap . On December 30, 2015 , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary Public or Justice of the Peace JILLIAN R. OBER, Notary Public My Commission Expires May 25, 2016			
1.14 State Agency Signature  Date: 1/17/16		1.15 Name and Title of State Agency Signatory Administrator IV	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 1/24/2016			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials WFC
Date 12-30-15

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

TOWER AGREEMENT

This agreement is made this 30th day of December by and between the State of New Hampshire Department of Safety Division of Emergency Services located at 110 Smokey Bear Blvd. Concord, NH 03305 (hereinafter referred to as lessee) and Hightower North, Inc., a New Hampshire cooperation with offices located at 516 Steele Hill Road, Sanbornton, NH (herein after known as lessor).

WHEREAS the lessor owns and controls a communications tower, adjacent building and easement for ingress located in Northfield, New Hampshire atop Bean Hill; and

WHEREAS the lessee has installed two microwave dishes, space within the communication building and cable necessary for said installation for the purpose of carrying out its obligations with Homeland Security.

NOW THEREFORE the parties hereto agree to enter into this Lease arrangement whereby the Lessor agrees to lease space on the tower and within the building and assign rights of access to said equipment and lessee agrees to pay rent hereinafter stated.

1. Lessee shall lease a portion of the tower no higher than sixty five (65) feet for the purpose of continuing the lease of two microwave dishes, one of four feet in width (4) and one of three feet in width (3) respectively. In addition, lessee shall lease a portion of the communications building for the purpose of housing the equipment necessary along with such cable as is necessary.

2. Lessee shall pay a total of \$1075.00 per month for the first five months of said lease, \$1,118.00 per month for FY2017, \$1,162.72 per month for FY2018, \$1,209.22 per month for FY2019, \$1,257.58 per month for FY2020, and then \$1,307.88 the first seven months of FY2021. This contract will be a five (5) year contract commencing on February 1, 2016 and terminating on January 31, 2021 provided lessee is not in default and no termination notice has been sent by either party according to the terms.

3. The cost of leasing the tower location is indicated below with four full state fiscal years and two partial state fiscal years in the contract:

	2016	2017	2018	2019	2020	2021
Monthly	\$1,075.00	\$1,118.00	\$1,162.72	\$1,209.22	\$1,257.58	\$1,307.88
Yearly	\$5,375.00	\$13,416.00	\$13,952.64	\$14,510.64	\$1,5090.96	\$9,155.16
					TOTAL	\$71,500.40

Contractor Initials:

Date:

MFC

1-13-16

4. Should either party wish to terminate this agreement a ninety (90) day written notice of termination shall be given to the other party via registered mail return receipt requested. Conditional obligation of the lessee: Notwithstanding any provisions of this agreement to the contrary, it is hereby expressly understood and agreed by the Landlord that all obligations of the Tenant hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability and the continued appropriation of funds, and in no event shall the Tenant be liable for payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the Tenant shall have the right to withhold payment until such funds became available, if ever, and shall have the right to terminate this agreement in whole or in part immediately upon giving the Landlord notice of such termination. The State shall not be required to transfer funds from any other account in the event funding for the account from which the "lease" specified for the agreement herein is terminated or reduced.

5. Although the State is self-insured, (see exhibit B) if any sub-contractor is hired for repair on the State's equipment they should be held to the same insurance requirements that is standard for States contract.

6. Lessee agrees not to interfere with lessor's operation or any other tenant of lessor regarding reception or transmission of RF frequency. In event of any such interference, State agrees to immediately discontinue operations until the cause of the interference can be corrected and shall not continue such operation unless and until the cause has been corrected. This shall not be a cause for discontinuance of lease or other obligations under the terms of this agreement.

7. This lease may not be sold, assigned or transferred by the lessee to any other agency without the express written consent of the lessee which consent shall not be unreasonably withheld.

8. Attached is a complete list of all equipment installed either on the tower or in the communication building. Said list is noted as Schedule A, which is attached hereto and made a part hereof. No equipment listed on Schedule A shall be changed or modified without the express written consent of the Lessor.

9. There shall be no amendment, modification, consent or waiver unless it is a written document signed by all parties concerned.

10. This agreement represents the entire agreement between the parties and shall be construed and governed by the laws of the State of New Hampshire.

11. The State represents that the signatures below is an authorization of several individuals representing the State and shall bind the State to the terms of this Agreement. Additionally, the lessor represents that the undersigned signatures are duly authorized and shall bind the lessor to the terms of this Agreement.

Contractor Initials:

WFC

Date:


12-30-15

12. The State does not pay taxes, therefore, should any agency federal or local attempts to tax the State's equipment the owner of the tower shall remain harmless from such tax.

13. The state would like to exercise the option to renew this lease which will expire on February 1, 2016 for an additional Five (5) years to expire on January 31, 2021 with the option of renewal for an additional five year lease is at the sole discretion of the State.

In witness whereof, the undersigned have signed this agreement intending to bind the respective parties to the terms hereof this 8th day of January, 2016.

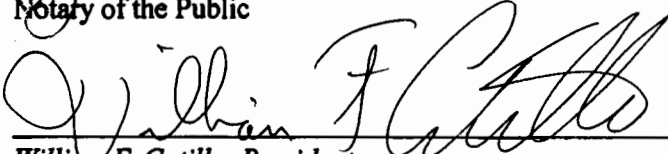
JILLIAN R. OBER, Notary Public
My Commission Expires May 25, 2016



Notary of the Public

1/8/16


Date



William F. Cutillo, President
Hightower North, Inc.

1-8-16

Date



State of New Hampshire
Department of Safety

1/17/16

Date

Attorney General's Office

Date

Governor and Council Approval

Date


Contractor Initials: 
Date: 1-8-16

EXHIBIT A

Hightower North, Inc, agrees to provide New Hampshire Division of Emergency Services with tower rental space for two microwave antenna's for the last 5 months of SFY20 16, through the first 7 months of SFY2021 (February 1, 2016 through January 31, 2021); a total rental agreement of 5 years.

Contractor Initials:

MFC

Date:

12-30-15

EXHIBIT B

Payment for Services

Effective upon Governor and Council approval, the State of New Hampshire agrees to pay the Tower owner an amount not to exceed \$71,500.40. Payments will be made as outlined below:

02/01/16	\$5,375.00	For five (5) months of rent ending	06/30/2016
07/01/16	\$13,416.00	For twelve (12) months of rent ending	06/30/2017
07/01/17	\$13,952.64	For twelve (12) months of rent ending	06/30/2018
07/01/18	\$14,510.64	For twelve (12) months of rent ending	06/30/2019
07/01/19	\$15,090.96	For twelve (12) months of rent ending	06/30/2020
07/01/20	\$9,155.16	For seven (7) months of rent ending	01/31/2021
TOTAL	\$71,500.40		

3.2.4 Rent

During the term hereof and any extended term, the TENANT shall pay the LANDLORD rent, February 1, 2016 for the amount of \$5,375.00 and then payable again on July 1st 2017 for \$13,416.00, and July 1, 2018 for \$13,952.64, and July 1, 2019 for \$14,510.64, and July 1, 2020 for \$15,090.96, and July 1, 2021 for \$9,155.16. This contract will terminate January 31, 2021.

The appropriation account number is listed below:

02-23-23.2365-1 0-1396 Dept. of Safety-Division of Emergency Services-Bur of
039-500180-23TEC Emergency Communications

Contract for Tower Lease Services

SFY 2016	SFY 2017	SFY 2018	SFY 2019	SFY 2020	SFY 2021
\$5,375.00	\$13,416.00	\$13,952.64	\$14,510.64	\$15,090.96	\$ 9,155.16

Contractor Initials:

MFC

Date:

12-30-15

EXHIBIT C

Both parties agree to the amount of insurance of the vendor's coverage currently in force of comprehensive general liability in the amount of \$1,000,000.00 each occurrence and excess/umbrella liability of \$1,000,000.00 each occurrence and general aggregate of \$2,000,000.00. The combination of this coverage will give the State the insurance coverage required. We have also agreed to mutual waivers of subrogation in the lease agreement. This means if there is a claim, the fault will lie where it lies and the responsible party will pay.

Contractor Initials:
Date:

WFC
12-30-15

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that HIGHTOWER NORTH, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on April 16 1992. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.

In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 24th day of December, A.D. 2015



A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

SECRETARY CERTIFICATE
HIGHTOWER NORTH, INC.

Pursuant to a meeting of the Board of Directors held on ~~December 30, 2015~~ wherein all of the Members of the Board were present, the following votes were taken, approved and authorized, it was voted:

1. That the corporation has entered into negotiations with the State of New Hampshire for the rental of certain space on the tower owned by the corporation and located in Northfield, NH.
2. That Stephen W. Cutillo, Vice President and William F. Cutillo, President of the corporation are hereby authorized to act on behalf of the corporation in the negotiations and the corporation hereby ratifies any and all actions taken to date on behalf of the corporation by Stephen Cutillo and/or William Cutillo.
3. That either or both Stephen W. Cutillo or William F. Cutillo are hereby authorized to act on behalf of the corporation in all matters involving the lease of tower space to the State of NH including, but not limited to, signing any and all documents needed to accomplish said lease arrangement, arranging to provide for any and all documents necessary to finalize such lease and any and all other acts or actions to accomplish the lease as negotiated between the parties.

In witness whereof the undersigned certifies to the above this 30th day of ~~December~~, 2015.

Still in effect as of 12/30/15

Initials SWC

Date 12/30/15

Stephen W. Cutillo, Secretary

Stephen W. Cutillo, Secretary

As of Friday, January 8, 2016, I, Stephen W. Cutillo, acknowledge this Certificate is still in effect.

Stephen W. Cutillo, Secretary 1/8/16
Stephen W. Cutillo, Secretary Date

J. Ober
JILLIAN R. OBER, Notary Public
My Commission Expires May 25, 2016

**SECRETARY CERTIFICATE
HIGHTOWER NORTH, INC.**

Pursuant to a meeting of the Board of Directors held on ~~December 30, 2015~~ wherein all of the Members of the Board were present, the following votes were taken, approved and authorized, it was voted:

1. That the corporation has entered into negotiations with the State of New Hampshire for the rental of certain space on the tower owned by the corporation and located in Northfield, NH.
2. That Stephen W. Cutillo, Vice President and William F. Cutillo, President of the corporation are hereby authorized to act on behalf of the corporation in the negotiations and the corporation hereby ratifies any and all actions taken to date on behalf of the corporation by Stephen Cutillo and/or William Cutillo.
3. That either or both Stephen W. Cutillo or William F. Cutillo are hereby authorized to act on behalf of the corporation in all matters involving the lease of tower space to the State of NH including, but not limited to, signing any and all documents needed to accomplish said lease arrangement, arranging to provide for any and all documents necessary to finalize such lease and any and all other acts or actions to accomplish the lease as negotiated between the parties.

In witness whereof the undersigned certifies to the above this 30th day of ~~October~~, 2015.

Still in effect as of 12/20/15

Initials SWC

Date 12/20/15

Stephen W. Cutillo, Secretary

Stephen W. Cutillo, Secretary

As of Friday, January 8, 2016, I, Stephen W. Cutillo, acknowledge this Certificate is still in effect.

Stephen W. Cutillo, Secretary 1/8/16
Stephen W. Cutillo, Secretary Date

Stephen W. Cutillo, Secretary 1/13/16
Stephen W. Cutillo, Secretary Date

JILLIAN R. OBER, Notary Public
My Commission Expires May 25, 2016

Jillian R. Ober
JILLIAN R. OBER, Notary Public
My Commission Expires May 25, 2016

1-13-16



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/17/2015

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.

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.

PRODUCER: THE ROWLEY AGENCY INC. 139 Loudon Road, Concord NH 03302-0511
CONTACT NAME: Jennifer Porter
PHONE: (603) 224-2562
INSURER(S) AFFORDING COVERAGE: INSURER A Peerless Insurance Co. NAIC # 24198

COVERAGES CERTIFICATE NUMBER:15/16 GL cert 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Policies cover over the Highland Mountain/1 Bean Hill, Northfield NH location.

CERTIFICATE HOLDER: State of NH
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.

HIGHTOWER NORTH, INC.
ATTN: STEPHEN W. CUTILLO, VICE PRESIDENT
516 STEELE HILL ROAD
SANBORNTON, NH 03269

November 2, 2015

NH Department of Safety
Division of Emergency Services
Attn: Kelley Noel
110 Smokey Bear Blvd.
Concord, NH 03305

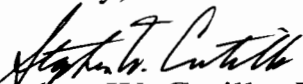
Re: No Workman's Comp letter

Dear Ms. Noel:

Pursuant to your request, this letter is to advise you that as there are no employees of Hightower North, Inc. since my brother and I are the sole owners of the corporation, with no employees, there is no Workman's Compensation Insurance carried by Hightower nor is any required. Any work we have performed on the site is done by outside contractors who themselves carry Workman's Compensation.

If there are any questions in regard to any of the above, feel free to contact me.

Sincerely,


Stephen W. Cutillo, VP
Hightower North, Inc.

H/C to Datt 11/6/11



State of New Hampshire

DEPARTMENT OF SAFETY
OFFICE OF THE COMMISSIONER
33 HAZEN DR. CONCORD, NH 03305
603/271-2791

G+C 01-19-11
#96

JOHN J. BARTHELMES
COMMISSIONER

December 20, 2010

His Excellency, Governor John H. Lynch
And the Honorable Council
State House
Concord, New Hampshire 03301

Requested Action

Authorize the Department of Safety, Division of Emergency Services to enter into a five year contract for lease of tower space with Hightower North Inc. of Sanbornton, NH (VC#216787-B001) for \$63,119.40 to install two microwave antennas. Effective upon Governor and Council approval or February 1, 2011 whichever is later through February 1, 2016.

Funds are available in the following account in SFY2011 and anticipated to be available in SFY2012 through SFY2016 upon the availability and continued appropriation of funds in future operating budgets.

02-23-23-236510-1395 – Dept. of Safety – Division of Emergency Services – Bureau of Emer. Comm.
022-500258 Rent to Agents Non-State Space

<u>SFY 2011</u>	<u>SFY 2012</u>	<u>SFY 2013</u>	<u>SFY 2014</u>	<u>SFY2015</u>	<u>SFY2016</u>
\$5,000.00	\$12,420.00	\$12,420.00	\$12,854.40	\$12,900.00	\$7,525.00

Explanation

The Division of Emergency Services wishes to enter into a five year contract with Hightower North Inc. to lease tower space on Bean Hill in Northfield, NH for the purpose of placing two microwave antennas to be used to send and receive telecommunications. This tower site was chosen over other sites reviewed due to its location which is in the direct path from the Concord PSAP to the Laconia PSAP and is a high tower at a height of 199 feet. This contract will allow for access to the tower and adjacent building, as well as space for the two antennas at about sixty five feet up the tower structure. These microwave antennas primary function is to provide a back-up communications system and will reduce the amount of regular wired telephone cost through use of microwave transmitting, for both Laconia and the Concord Enhanced 9-1-1 Public Safety Answering Points (PSAP) call centers.

Respectfully submitted,


John J. Barthelmes
Commissioner of Safety

TOWER AGREEMENT

This agreement is made this 14 day of Dec., 2010 by and between the State of New Hampshire Department of Safety Division of Emergency Services located at 110 Smokey Bear Blvd. Concord, NH 03305 (hereinafter referred to as lessee) and Hightower North, Inc., a New Hampshire cooperation with offices located at 516 Steele Hill Road, Sanbornton, NH (herein after known as lessor).

WHEREAS the lessor owns and controls a communications tower, adjacent building and easement for ingress located in Northfield, New Hampshire atop Bean Hill; and

WHEREAS the lessee wishes to install on the tower owned by the lessor two microwave dishes, space within the communication building and cable necessary for said installation for the purpose of carrying out its obligations with Homeland Security.

NOW THEREFORE the parties hereto agree to enter into this Lease arrangement whereby the Lessor agrees to lease space on the tower and within the building and assign rights of access to said equipment and lessee agrees to pay rent hereinafter stated.

1. Lessee shall lease a portion of the tower no higher than sixty five (65) feet for the purpose of placing two microwave dishes, one of four feet in width (4) and one of three feet in width (3) respectively. In addition, lessee shall lease a portion of the communications building for the purpose of housing the equipment necessary along with such cable as is necessary.
2. Lessee shall pay a total of \$1,000.00 per month for the first five months of said lease, \$1,035.00 per month for FY2012, and FY2013, \$1071.20 per month for FY2014, \$1075.00 per month for FY2015, and then \$1,075.00 the first seven months of FY2016. This contract will be a five (5) year contract commencing on February 1, 2011, and terminating February 1, 2016 provided lessee is not in default and no termination notice has been sent by either party according to the terms.
3. The cost of leasing the tower location is indicated below with four full state fiscal years and two partial state fiscal years in the contract:

	2011	2012	2013	2014	2015	2016
Monthly	\$1,000.00	\$1,035.00	\$1,035.00	\$1,071.20	\$1,075.00	\$1,075.00
Yearly	\$5,000.00	\$12,420.00	\$12,420.00	\$12,854.40	\$12,900.00	\$7,525.00

Total: \$63,119.40

INITIALS SWC
DATE 12/14/10

4. Should either party wish to terminate this agreement a ninety (90) day written notice of termination shall be given to the other party via registered mail return receipt requested. Conditional obligation of the lessee: Notwithstanding any provisions of this agreement to the contrary, it is hereby expressly understood and agreed by the Landlord that all obligations of the Tenant hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability and the continued appropriation of funds, and in no event shall the Tenant be liable for payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the Tenant shall have the right to withhold payment until such funds became available, if ever, and shall have the right to terminate this agreement in whole or in part immediately upon giving the Landlord notice of such termination. The State shall not be required to transfer funds from any other account in the event funding for the account from which the "lease" specified for the agreement herein is terminated or reduced.
5. Although the State is self insured, (see exhibit B) if any sub-contractor is hired for repair on the State's equipment they should be held to the same insurance requirements that is standard for States contract.
6. Lessee agrees not to interfere with lessor's operation or any other tenant of lessor regarding reception or transmission of RF frequency. In event of any such interference, State agrees to immediately discontinue operations until the cause of the interference can be corrected and shall not continue such operation unless and until the cause has been corrected. This shall not be a cause for discontinuance of lease or other obligations under the terms of this agreement.
7. This lease may not be sold, assigned or transferred by the lessee to any other agency without the express written consent of the lessee which consent shall not be unreasonably withheld.
8. Attached is a complete list of all equipment installed either on the tower or in the communication building. Said list is noted as Schedule A, which is attached hereto and made a part hereof. No equipment listed on Schedule A shall be changed or modified without the express written consent of the Lessor.
9. There shall be no amendment, modification, consent or waiver unless it is a written document signed by all parties concerned.
10. This agreement represents the entire agreement between the parties and shall be construed and governed by the laws of the State of New Hampshire.
11. The State represents that the signatures below is an authorization of several individuals representing the State and shall bind the State to the terms of this Agreement. Additionally, the lessor represents that the undersigned signatures are duly authorized and shall bind the lessor to the terms of this Agreement.

12. The State does not pay taxes, therefore, should any agency federal or local attempts to tax the State's equipment the owner of the tower shall remain harmless from such tax.

13. This contract which will expire on February 1, 2016, is for a five year period and the option of renewal for an additional five year contract is at the sole discretion of the State.

In witness whereof, the undersigned have signed this agreement intending to bind the respective parties to the terms hereof this 14 day of Dec., 2010.

LYLA J. D. ADKINS
Notary of the Public

12/14/10
Date



Stephen W. Cutillo
Stephen W. Cutillo, Vice-President
Hightower North, Inc.

12/14/10
Date

Wesley J. Colby
Wesley J. Colby
Director of Safety Business Office

12/21/10
Date

[Signature]
Attorney General's Office

1/8/2011
Date

Governor and Council Approval

Date

INITIALS SWC
DATE 12/14/10

EXHIBIT A

Hightower North, Inc, agrees to provide New Hampshire Division of Emergency Services with tower rental space for two microwave antenna's to be installed and used from the last 5 months of SFY2011, through the first 7 months of SFY2016 (February 1, 2011 through January 31, 2016). A total rental agreement of 5 years.

INITIALS *SVC*
DATE *12/14/12*

EXHIBIT B

Payment for Services

Effective upon Governor and Council approval, the State of New Hampshire agrees to pay the Tower owner an amount not to exceed \$63,119.40. Payments will be made as outlined below:

2/01/11	\$5,000.00	for five (5) months rent ending	06/30/2011
07/01/11	\$12,420.00	for twelve (12) months rent ending	06/30/2012
07/01/12	\$12,420.00	for twelve (12) months rent ending	06/30/2013
07/01/13	\$12,854.40	for twelve (12) months rent ending	06/30/2014
07/01/14	\$12,900.00	for twelve (12) months rent ending	06/30/2015
07/01/15	<u>\$7,525.00</u>	for seven (7) months rent ending	01/31/2016
Total	\$63,119.40		

3.2.4 Rent

During the term hereof and any extended term, the TENANT shall pay the LANDLORD rent, February 1, 2011 for the amount of \$5,000.00 and then payable again on July 1st, 2011 for \$12,420.00, and July 1, 2012 for \$12,420.00, and July 1, 2013 for \$12,854.40, and July 1, 2014 for \$12,900.00, and July 1, 2015 for \$7,525.00. This contract will terminate January 31, 2016.

The appropriation account number is listed below:

02-23-23-236510-1396-Dept. of Safety-Division of Emergency Services-Bur of
103-502664 Emergency Communications

Contract for Tower Lease Services

<u>SFY 2011</u>	<u>SFY 2012</u>	<u>SFY 2013</u>	<u>SFY2014</u>	<u>SFY2015</u>	<u>SFY2016</u>
\$5,000.00	\$12,420.00	\$12,420.00	\$12,854.40	\$12,900.00	\$7,525.00

Contractor initials SVC
Date 12/14/10

EXHIBIT C

Both parties agree to the amount of insurance of the vendor's coverage currently in force of comprehensive general liability in the amount of \$1,000,000.00 each occurrence and excess/umbrella liability of \$1,000,000.00 each occurrence and general aggregate of \$2,000,000.00. The combination of this coverage will give the State the insurance coverage required. We have also agreed to mutual waivers of subrogation in the lease agreement. This means if there is a claim, the fault will lie where it lies and the responsible party will pay.

Contractor initials SVZ
Date 12/14/10