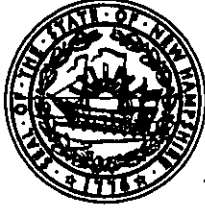


63B Jar



STATE OF NEW HAMPSHIRE  
DEPARTMENT of NATURAL and CULTURAL RESOURCES  
DIVISION OF FORESTS AND LANDS

172 Pembroke Road Concord, New Hampshire 03301  
Phone: 603-271-2214 Fax: 603-271-6488 [www.nhdf.org](http://www.nhdf.org)

September 13, 2021

His Excellency, Governor Christopher T. Sununu  
and the Honorable Executive Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

- 1) Pursuant to RSA 227-H:9, authorize the Department of Natural and Cultural Resources (DNCR) to enter into a **Retroactive** Use Agreement (UAGR) with the United States Secret Service (USSS) of Washington, DC for communications equipment and antenna space in designated areas on Mount Washington in Mount Washington State Park for a five (5) year period effective upon Governor and Executive Council approval from October 1, 2020 through September 30, 2025.
- 2) Further authorize DNCR to accept annual rental payment revenue. The annual rental payments include a 5% annual increase detailed in the terms of the UAGR for a total of \$70,069.41.

Revenue will be posted to 03-35-35-351510-37420000-402040 "Mt Washington Commission", as follows:

Contract Year	Class-Account	Account Title	Annual Rent Amount
2021	003-402040	Revolving fund - Mt Washington Commission	\$12,680.76
2022	003-402040	Revolving fund - Mt Washington Commission	\$13,314.84
2023	003-402040	Revolving fund - Mt Washington Commission	\$13,980.60
2024	003-402040	Revolving fund - Mt Washington Commission	\$14,679.60
2025	003-402040	Revolving fund - Mt Washington Commission	\$15,413.61
<b>Total:</b>			<b>\$70,069.41</b>

**EXPLANATION**

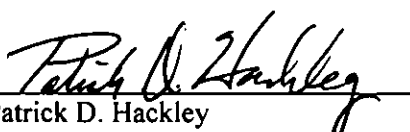
The USSS is an agency of the United States Government and has been a tenant at Mount Washington since 2006. They have occupied the site as an 'at-will' tenant since October 1, 2018, while DNCR worked with them to renegotiate this UAGR. We began UAGR negotiations in May 2018. This has taken an extensive amount of time due to significant staff turnover and reorganization within the USSS. The USSS will pay all back rent once the UAGR has been approved.

The UAGR is subject to DNCR's "Policy on Use and Management of DNCR Communication Facilities" attached as Exhibit A and all installed communication equipment shall meet the guidelines set forth by DNCR's "Technical Requirements for the Use of Communication Sites" attached as Exhibit B.

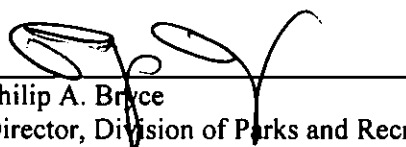
The Attorney General's office has reviewed and approved the UAGR as to form, substance, and execution.

Respectfully submitted,

Concurred,

  
Patrick D. Hackley  
Director, Division of Forests and Lands

  
Sarah L. Stewart  
Commissioner

  
Philip A. Bryce  
Director, Division of Parks and Recreation

**USE AGREEMENT**  
UNITED STATES SECRET SERVICE  
MOUNT WASHINGTON  
MOUNT WASHINGTON STATE PARK  
SARGENT'S PURCHASE, NEW HAMPSHIRE

<b><u>CRITICAL DATES / TERM / PAYMENT</u></b> (for State use only)	
<b>DEFINITION</b>	<b>DATE</b>
<b>Term Effective Date:</b> Governor and Council approval date	
<b>Billing Commencement Date:</b> beginning invoice date for payments owed; set by Use Agreement terms to be monthly, quarterly, or annual	October 1, 2020
<b>Term &amp; Initial Annual Payment:</b> 5 years (1 base year plus 4 option years) beginning at \$12,680.76	

THIS USE AGREEMENT ("the Use Agreement"), is made and entered into by and between the State of New Hampshire acting through its Department of Natural and Cultural Resources, having a mailing address of 172 Pembroke Road, Concord, New Hampshire 03301 ("the State"), under authority of RSA 227-H:9, and United States Secret Service, an agency of the United States Government and having its place of business at CIO, 950 H St, NW, S, Washington, DC 20223 ("the Grantee"). The State and the Grantee together shall be "the Parties".

NOW, THEREFORE the Parties agree as follows:

**PURPOSE:** The purpose of the Use Agreement is to provide for the use and possession by the Grantee of certain areas within and upon the real property and improvements thereon (the "Property") known as the top of Mount Washington, located in Mount Washington State Park, according to the terms and conditions set forth below.

**-WITNESSETH THAT-**

**I. DESIGNATED PREMISES**

The State, for and in consideration of the covenants and agreements hereinafter contained and made on the part of the Grantee, does hereby agree to permit the Grantee to use:

- a) Designated space within the Yankee Building
- b) Designated space on the roof of the Yankee Building

The above described land and rights shall hereinafter be called the "Designated Premises."

**II. ENTRY AND USE OF DESIGNATED PREMISES**

The Grantee shall be permitted to enter and use the Designated Premises as a wireless

communication site. The Grantee shall not be permitted to use the Designated Premises for any other purpose except by prior written approval of the State. The State shall have the right to request identification of any and all individuals representing the Grantee who seek access to the Property under the terms of the Use Agreement and to deny access if appropriate identification is not provided.

The State shall be notified forty eight (48) hours before the start of work, or planned maintenance, at the Designated Premises during normal business hours, Monday thru Friday between 8 a.m. and 4 p.m., however; unexpected/emergency repairs may be made immediately, with notice of such actions being made to the State within twenty four (24) hours.

Access Notifications should be made via phone to:

Communications Technician  
NH Division of Forests and Lands  
172 Pembroke Road  
Concord NH 03301  
Office: (O) 603-271-2214

and

Mt. Washington State Park Manager (MWSP) (603) 466-3347

### III. AUTHORIZED FACILITIES

The Grantee is authorized to have the following equipment on the Property:

Please reference Exhibit D attached as part of this Use Agreement.

The equipment listed herein shall be referred to as the Grantee's "facilities."

No additional facilities shall be allowed without written permission of the State. The approval by the State of replacement of facilities in kind shall not be unreasonably withheld or delayed.

### IV. ACCESS LIMITATION

Access to the Mount Washington during the summer season shall be coordinated with the State. The Grantee, to the greatest extent possible, shall schedule non-emergency access at dates and times that cause the least amount of conflict with the public recreational use of the Property. Where possible, at its sole discretion and if space permits, the State will endeavor to provide the Grantee with transport on scheduled State transportation free of charge.

The State shall provide the Grantee with transportation during the winter season on an "available space" basis

**Access contact:**

**Mt. Washington State Park Manager (MWSP)**

**(603) 466-3347**

**Dept. of Natural and Cultural Resources (DNCR) Communications Technician**

**(603) 271-2654**

**V. TERM**

The term of this Use Agreement shall be from October 1, 2019 through September 30, 2024, effective upon approval by the Governor and the Executive Council. This Use Agreement will consist of a Base Year followed by four 1 year options years. State agrees that it will negotiate a new Use Agreement with Grantee in good faith at the conclusion of the term.

Base Year: October 1, 2020 – September 30, 2021

Option Year 1: October 1, 2021 – September 30, 2022

Option Year 2: October 1, 2022 – September 30, 2023

Option Year 3: October 1, 2023 – September 30, 2024

Option Year 4: October 1, 2024 – September 30, 2025

**VI. BENEFICIAL SERVICES**

Not Applicable

**VII. CONSIDERATION**

<b>Description</b>	<b>Annual Dollars</b>	<b>Monthly Dollars</b>
Calculated Base Year Payment	\$12,680.76	\$1,056.73
Beneficial Service Credit	0	0
Final Base Year Payment	\$12,680.76	\$1,056.73
Option Year 1	\$13,314.84	\$1,109.57
Option Year 2	\$13,980.60	\$1,165.05
Option Year 3	\$14,679.60	\$1,223.30
Option Year 4	\$15,413.61	\$1,284.47

Payment of the annual fee shall be by Electronic Funds Transfer via the Invoice Processing Platform (IPP). Any payment not paid when due will be subject to a late payment charge calculated as per the prompt payment regulations at 5 Code of Federal Regulations Part 1315. Payment shall be monthly pursuant to a State issued invoice and shall commence on the first of the month for the previous month.

VIII. CONDITIONS TO ENTRY AND WORK ON THE DESIGNATED PREMISES

The Grantee shall take precautions to minimize the impact of any work on the Property. The Grantee must coordinate any entry or activity on the Property in advance with the State's Communications Technician. The Grantee agrees to comply with all local, state and federal laws, rules and ordinances applicable to the work, and further agrees to exercise due care in the performance of all work on the Property. The Grantee shall be responsible for determining the location of all underground utilities prior to the commencement of any work. The Grantee, its contractors, agents, employees or assigns shall not make or cause to be made any governmental filings regarding the Property without the prior written consent of the State. The Grantee shall restore the Property to its existing condition, reasonable wear and tear excepted, including removal of all its equipment.

IX. TAXES

N/A

X. RIGHT TO USE AGREEMENT - COMPLIANCE WITH LAW

The State represents that it has the full right, title, interest, power and authority to enter into the Use Agreement and to let the Designated Premises for the term herein granted. The Grantee shall comply with all applicable federal laws, rules and regulations in connection with the operation of the Use Agreement.

XI. QUIET ENJOYMENT-INSPECTION

The Grantee, upon the payment herein provided, and upon the performance of all of the terms of the Use Agreement, shall peaceably and quietly have, hold and enjoy the Designated Premises without any hindrance, disturbance, interference or interruption from the State or from any persons claiming by, through and under the State.

The Grantee understands and hereby accepts that other leasehold tenants and the State occupy the Property which may result in possible inconvenience when another Grantee or the State is doing work coincidentally onsite.

XII. MUTUAL NON-INTERFERENCE - CONFLICTS WITH RECREATIONAL USERS

In the event the equipment of the Grantee causes measurable interference to the State, other lessees of the premises or neighboring landowners and after the State has notified the Grantee of such interference, the Grantee will take all steps necessary to correct and eliminate the interference. Continued interference problems caused by the equipment of the Grantee shall be just cause for termination of the Use Agreement subject to the provisions of Section XXX

The State agrees that the State and any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such radio equipment that is of the type and frequency which will not cause measurable interference to the Grantee. In the event any such equipment of the State or of another tenant at the Property causes such interference, the State will see that the interfering party takes all steps necessary to correct and eliminate the interference.

The State covenants and agrees that it will not permit or allow the erection, installation or construction of any buildings, or structures, on any portion of its remaining land at the Property that will shield or obstruct or otherwise interfere with the reception or transmitting of radio signals over the paths established by the Grantee; however, the Grantee agrees to comply with all reasonable requests in writing of the State or any of its agents as to particular situations which may arise to permit the erection, installation or construction of such structures. In no event however, shall the Grantee's compliance with such requests relieve the State of its obligation to see that the State or any other interfering party take all steps necessary to correct and eliminate any interference caused thereby. In addition, all reasonable precautions will be taken by the Grantee to ensure that there will be no conflict with the State's use, which can include the public's use of the Property including, but not limited to, obstructing access to the summit or viewpoints from the summit.

### **XIII. ASSIGNMENT/SUBLEASE AGREEMENT**

The Grantee may not assign or transfer its rights under the Use Agreement for any portion of the Designated Premises to any third party without the express written permission of the State, which permission shall not be unreasonably denied.

In the event of a greater than fifty (50) percent change of ownership of Grantee, the State shall have the option of continuing the Use Agreement or terminating with ninety (90) days' notice to the Grantee.

### **XIV. COMMUNICATION SITE POLICY-TECHNICAL REQUIREMENTS**

The Use Agreement is granted subject to the State of New Hampshire Department of Natural and Cultural Resources "Policy on Use and Management of DPCR Communication Facilities" adopted November 7, 1989, and last revised in July 2017, a copy of which is attached herewith, made a part hereof, and is marked Exhibit "A".

All communications equipment and appurtenances shall be installed in compliance with the "State of New Hampshire Department of Natural and Cultural Resources Technical Requirements for Use of Communication Sites" adopted June 30, 1995, and last revised in July, 2017, a copy of which is attached herewith, made a part hereof, and is marked Exhibit "B".

### **XV. LIABILITY INSURANCE**

The Grantee will be responsible for any negligent or intentional tort covered by the Federal Tort Claims Act that is directly related to the actions of the Grantee, its agents or assigns. However, nothing in this paragraph shall require the Grantee to indemnify the State against the willful or negligent actions by the State.

The Grantee is self-insured. Any claims against the Grantee will be handled by the Grantee in accordance with the Federal Tort Claims Act.

### **XVI. WORKERS COMPENSATION INSURANCE**

The Grantee will comply with all applicable workers' compensation statutes.

**XVII. RISK OF LOSS - FIRE - CASUALTY**

All property of every kind installed by the Grantee on the Designated Premises shall be at the sole risk of the Grantee and the State shall not be liable to the Grantee or any other person for any injury, loss, damage, or inconvenience occasioned by any cause whatsoever to Grantee installed property. The Grantee shall be responsible for maintaining appropriate property insurance for its interest in the Designated Premises and property located thereon.

Should the existing Equipment Building on the Property be substantially damaged by fire, other casualty or act of God, then the State shall notify the Grantee as soon as it is able as to whether or not the State intends to rebuild the Equipment Building and the likely time frame within which the rebuilding would be accomplished. During such rebuilding the Grantee shall, at its option, have the right to erect suitable temporary structures to effectuate the broadcast of the signal of the Grantee. If the State elects not to rebuild the Equipment Building then the Grantee may, at its option, elect either to terminate the Use Agreement or to rebuild on the same site, substitute structures of similar design and size as existed prior to the damage with the approval of the State, which shall not be unreasonably withheld.

The State shall not be obligated to rebuild or replace any building wholly or substantially destroyed by fire, flood, weather event, act of God, or other casualty. The State shall not be liable to Grantee for any injury, loss, damage, or inconvenience occasioned by any cause whatsoever to the Property, including but not limited to any loss of income for any function, program or contract that may not take place for whatever reason due to an emergency or unforeseeable situation.

**XVIII. INSTALLATION AND MAINTENANCE - COST**

All improvements installed by the Grantee at the Property for its sole benefit shall be at the expense of the Grantee, and subject to prior written approval by the State. During the term of the Use Agreement, the Grantee will maintain such improvements installed by the Grantee on the Property in a safe and reasonable condition, and neat in appearance so as to minimize visual impact. The materials and design for the installation at the Property shall comply with all applicable federal, state and local laws, rules and approvals. The Grantee shall have all construction plans relating to the project at the Property approved by applicable federal, state and local governmental authorities having jurisdiction over construction and installation of cell facilities on the Property ("Governmental Authorities") prior to the commencement of such construction and installation.

It is understood and agreed that the ability of the Grantee to use the Property is contingent upon its obtaining, after the execution date of the Use Agreement, all of the certificates, permits and other approvals that may be required by any Governmental Authority as well as a satisfactory building structural analysis, so as to permit the use by the Grantee of the Property as contemplated by the Use Agreement. The State shall cooperate with the Grantee in its effort to obtain all required Governmental Authority approvals, and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by the Grantee. In the event that any of such applications should be finally rejected or any certificate, permit, license or approval issued to the Grantee is canceled, expires, lapses, or is otherwise withdrawn or terminated by the relevant Governmental Authority, or, in the event that the Grantee determines that the Property site is no longer technically compatible for the use contemplated by the Use Agreement, or that the Grantee, in its sole discretion, will be unable to use the Property for its intended purposes, the Grantee shall



have the right to terminate the Use Agreement subject to 90-day written notice to the State. Notice of the exercise by the Grantee of its right to terminate shall be given to the State in writing by email or certified mail, return receipt requested, and shall be effective upon the mailing of such notice by the Grantee. All payments paid to said termination date shall be retained by the State. Upon such termination, the Use Agreement shall become null and void and, except as expressly provided in the Use Agreement, the parties shall have no further obligations including the payment of money, to each other. The Grantee shall remove any and all of its property from the Property prior to termination of the Use Agreement under this paragraph.

**XIX. CONDITIONS - Payment ABATEMENT**

The obligations of the Grantee hereunder, including the obligations to make payments under the Use Agreement, are expressly conditioned upon and subject to the following:

- a) The continued authorization of the Grantee to use the Facilities for the purposes intended by the Grantee pursuant to all necessary approvals from Governmental Authorities relating to such use; and  
The continued retention by the State of good, clear, and marketable title to the Property underlying the Designated Premises.
- b) If any of the foregoing conditions should fail to remain satisfied, the Grantee shall have no obligation to pay rent until such condition is once again satisfied or waived, and rent which would otherwise be due during the intervening time pending satisfaction of such condition is hereby excused and forgiven.

**XX. USE AGREEMENT RUNNING WITH THE LAND**

The covenants, terms, conditions, provisions and understandings in the Use Agreement shall be construed as covenants running with the land and are binding upon and inure to the benefits of the respective successors and assigns of the parties herein.

**XXI. ENTIRE AGREEMENT**

The Use Agreement expresses the entire agreement between the parties, and supersedes all prior understandings.

**XXII. NOTICES**

All notices, demands, requests and other communications required by the Use Agreement shall be in writing and shall be considered properly given if sent by United States registered or certified mail, postage prepaid, to:

- a) The State:  
The State of New Hampshire  
Department of Natural and Cultural Resources  
172 Pembroke Road  
Concord, New Hampshire 03301  
Attention: Administrator, Land Management Bureau

or at such other address of the State from time to time may have designated by written notice to the

Grantee. Such notice shall be deemed properly given upon the posting in the United States email or mail

b) The Grantee:  
United States Secret Service  
CIO  
950 H St., NW, Suite 3700  
Washington, DC 20223  
Attn: COR (or designee)  
Phone: (202) 406-6038

or at such other address as the Grantee from time to time may have designated by written notice to the State. Such notice shall be deemed properly given upon the posting in the United States mail.

**XXIII. AMENDMENT - EXTENT OF INSTRUMENT - CHOICE OF LAWS - ETC.**

The terms of the Use Agreement may be modified or amended by written agreement between the Grantee and the State. If Federal law or regulation is silent, the Use Agreement is to be construed according to the laws of New Hampshire. The Use Agreement is to take effect as a sealed instrument, is binding upon, inures to the benefits of, and shall be enforceable by the parties hereto and their respective successors and assigns.

**XXIV. SOVEREIGN IMMUNITY**

The Use Agreement does not abridge or limit, nor shall it be interpreted as abridging or limiting the sovereign or official immunity to which the State and its representatives and agents are lawfully entitled.

**XXV. SEVERABILITY**

If any term of the Use Agreement or any application thereof shall be invalid or unenforceable, the remainder of the Use Agreement and any application of such term shall not be affected thereby.

**XXVI. NO WAIVER OR BREACH**

No assent, by either party, whether express or implied to a breach of a covenant, condition or obligation by the other party, shall act as a waiver of a right of action for damages as a result of such breach, or shall be construed as a waiver of any subsequent breach of the covenant, condition or obligation.

**XXVII. NOTICE OF USE AGREEMENT**

The State agrees to execute a Notice of the Use Agreement, substantially in the form of that attached hereto as Exhibit "C", which the Grantee shall record with the appropriate recording officer. The date set forth in the Notice of Use Agreement is for recording purposes only and bears no reference to commencement of either term payments.

**XXVIII. SF 30 MODIFICATION OF CONTRACT**

The State agrees to the Use Agreement being incorporated into the SF 30 Modification of Contract and the SF 30 Modification of Contract is incorporated by reference and attached hereto as Exhibit "E".

**XXIX. STATE PARK STAFF SITE SUPPORT**

N/A

**XXX. DEFAULT - THE GRANTEE'S RIGHT TO CURE - TERMINATION - RESTORATION**

To the extent permitted by applicable Federal law, in the event there is a default by the Grantee with respect to any of the provisions of the Use Agreement or its obligations under it, including the payment of rent, the State shall give the Grantee written notice of such default. After receipt of such written notice, the Grantee shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default, provided the Grantee shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days whose length of time shall be agreed upon by the parties, and the Grantee commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The State may not maintain any action or effect any remedies for default against the Grantee unless and until the Grantee has failed to cure the same within the time periods provided in this paragraph. The failure of the Grantee to act to cure the default within the specified time periods shall be just cause for termination of the Use Agreement.

The Grantee shall have the unilateral right to terminate the Use Agreement at any time by giving ninety (90) day written notice to the State of the exercise by the Grantee of this option.


The State shall have a unilateral right of termination only in an instance where the continued presence of the facilities represents a health, safety or operational risk which cannot be reasonably addressed by alternative measures. The State shall provide ninety (90) days' notice to Grantee that termination is necessary due to that risk, unless some shorter time period is deemed reasonably necessary by the State to avoid damage to people, property or equipment. The State shall have an affirmative duty to relocate the facilities in a suitable alternative area, if available. The Grantee shall not be entitled to any damages as a result of any such termination.

The Grantee, upon termination of the Use Agreement, shall, within sixty (60) days of termination, remove all of its equipment, personal property and all fixtures from the Property and repair any damage caused by its use of the Designated Premises or the removal of its equipment, reasonable wear and tear excepted. If such time for removal causes the Grantee to remain on the Designated Premises after termination of the Use Agreement, the Grantee shall pay rent at then-existing monthly rate or on the existing monthly pro rata basis if based upon a longer payment term, until such time as the removal of the equipment, personal property and all fixtures are completed.

*[SIGNATURE PAGE FOLLOWS]*

IN WITNESS WHEREOF, the parties hereto have caused the Use Agreement to be executed the day and year first above written.

**THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF NATURAL AND CULTURAL  
RESOURCES**

By:   
Sarah L. Stewart  
Commissioner

**UNITED STATES SECRET SERVICE**

By: EVPAGAL Digitally signed by  
EVPAGAL  
Date: 2021.08.11 15:55:00  
-04'00'

**Contracting Officer  
Duly Authorized**

Approved as to form, substance and execution

Date 9/27/2021

By: \_\_\_\_\_

*Michael Haley*  
Assistant Attorney General

Approved by Governor and Council

Date \_\_\_\_\_

Agenda Item No. \_\_\_\_\_

The following Exhibits are attached hereto and incorporated herein by reference:

- "A" State of New Hampshire Department of Natural and Cultural Resources Policy on Use and Management of DNCR Communication Facilities revised 7/24/2017
- "B" State of New Hampshire Department of Natural and Cultural Resources Technical Requirements for Use of Communication Sites revised 7/24/2017
- "C" Notice of Use Agreement
- "D" Equipment List
- "E" SF 30 Modification of Contract

# **Exhibit A**

**State of New Hampshire Department of Natural and Cultural Resources  
Policy on Use and Management of DNCR Communication Facilities revised  
7242**

**EXHIBIT A**

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES



POLICY ON USE AND MANAGEMENT OF  
DNCR COMMUNICATION FACILITIES

Adopted Nov. 7, 1989

Revised April 15, 1998

Reviewed January 2, 2008

Revised January 1, 2014

Formatting/Name Revised July 24, 2017

Jeffrey J. Rose, Commissioner  
172 Pembroke Road  
Concord, N.H. 03301  
State of New Hampshire  
Department of Natural and Cultural Resources

## **POLICY ON USE AND MANAGEMENT OF DNCR COMMUNICATIONS FACILITIES**

### **INTRODUCTION**

In 1964, the State of New Hampshire, recognizing the future needs for public communication sites and the potential proliferation of antenna towers, microwave dishes, transmitter buildings and other apparatus on New Hampshire's high peaks and ridges, established a policy limiting radio/electronics installations on Department of Natural and Cultural Resources (DNCR) administered land. At that time, the primary concerns were providing sites for future public communication needs and mitigating the visual impact of installations. New communication installations and renewals of existing permits were limited to public agencies. Requests for new communications installations by agencies not supported with public funds were considered only where installations would provide a measure of public service or public safety.

In the 1980's, three additional concerns developed regarding communication facilities on state-owned summits. First was a concern for protecting the aesthetics and natural condition of the State's high peaks and ridges. Second was a concern regarding electronic interference and signal deterioration caused by the growing number of transmission and reception installations. Although there currently isn't a way to quantify the threshold below which a transmission signal becomes unacceptably weakened by neighboring users, each addition of equipment at a site has a negative effect. As the number of installations increased, so had the concern over maintaining signal integrity since most of the communications users at state-owned mountaintops were there for the purposes of public health and safety, law enforcement, national defense, and public information.

The third concern was the potential negative impact to public health from intense communications signals. The mountaintops were originally acquired and maintained for the visiting public and it was important to limit radio frequency radiation to levels safe for continued public use of the area.

In 2012, a review of the policy was prompted by DNCR's growing responsibility for over 167,000 acres of public land and an ever increasing demand to install or expand communications facilities on DNCR lands to enhance public safety and security, and to fulfill the public interest for commercial broadband internet access. In 2013, the Policy was revised to; a) provide new guidelines and processes for establishing new or expanded communication sites in locations beyond just mountaintops; b) allow for commercial communications applications and corresponding lease fees; and c) ensure that impacts from new or expanded communications facilities to the land's traditional uses and purposes were minimized and mitigated.

As the result of a "Internal Control Review" of the Communications Program by the Office of Legislative Budget Assistant – Audit Division, a "Communications Program Manual" was developed. The Manual dovetails with the Policy and established procedures and protocols, including accountability of equipment and sites through a newly acquired database – ComSite,



and the billing and collecting of Program revenues through the State's new billing system ..  
LAWSON/NHFirst.

## **I. DEFINITIONS:**

"Commissioner" shall mean the Commissioner of the Department of Natural and Cultural Resources (DNCR).

"Permit" shall mean any form of agreement, including licenses, special use permits, or leases issued by the Commissioner for use of a DNCR communication site.

"Private user" shall mean any person or business entity, including a non-profit organization, which is not a "public user" or "quasi-public user."

"Public user" shall mean a federal, state, county, or municipal agency or some governmental association thereof.

## **II. GOAL:**

The ultimate goal for state-owned locations used for communications facilities, including mountaintops, is to have such areas cleared of all appurtenances and machinery, with the possible exception of observation platforms. This goal cannot be realized until the technology of electronic communications has advanced to where antennas and other electrical paraphernalia are outmoded. Until that time, the overall management objective for communications sites will be to give priority to transmission sites for communications critical to the public health, safety and welfare, while minimizing the aesthetic and environmental impacts of these communications facilities.

## **III. POLICY:**

It is the policy of the Department of Natural and Cultural Resources to permit, when no other feasible alternative is available, controlled development of state-owned land under its jurisdiction for electronic communications necessary to public health, safety and welfare; and to facilitate, wherever possible, in the consolidation of commercial electronic communication networks across the state.

## **IV. GUIDELINES AND CONSIDERATIONS:**

- A. Values to Be Protected: Management of the communications sites on DNCR lands is intended to protect three distinct values deemed essential to the public interest:
  1. *Aesthetics/natural condition and public use:* To maintain the natural and scenic character of an area. Communication facilities shall be installed so as to have the least physical disturbance or modification of the natural environment and minimal impact to the public enjoyment of these environments.

2. *Public health, safety and welfare:* To consider communications projects necessary and desirable to maintain or improve the health, safety and welfare interests of the public at large, as well as to reasonably safeguard the health and safety of visitors to communication sites.
3. *Electronic integrity:* To uphold the non-interference of communications signals and frequencies between communications systems and/or associated electrical devices.

B. Communication Site Designation: In order to articulate the use of DNCR properties for communications activities, the following site designations are hereby established for the purpose of describing existing assets and limitations that each site category may possess. All current and future sites will be classified by these designations:

1. *Multiple Use Sites ("MU")* may allow for the full range of communication uses, so long as those uses are compatible with site conditions, typical management activities, traditional public use, and deed covenants, if any; and strive to minimize the aesthetic and environmental impacts. MU Sites typically contain electric power from off-site, phone capability, and usually have generator back-up capabilities. Infrastructure specific to communications can be erected at these sites (tower, building, etc.) provided such installations are in compliance with and meet the objectives of the other sections of this policy.
2. *Limited Use Sites ("LU")* have one or more limitations that prohibit the expansion of a LU Site. Limitations may include, but are not limited to: access issues; protection of special aesthetic or natural site conditions; lack of a power source, telephone, or fiber resources; public health or safety concerns; interference with other communication sites; or incompatibility with other primary uses of a particular site. These sites shall have restrictions placed upon them based upon their limiting factors.
3. *Restricted Use Sites ("RU")* are restricted communication sites and shall be limited to only those uses that are deemed a critical need for public health, safety or welfare; where the benefits derived from having the communication site outweigh the potential detriments to the values to be protected. Examples of restricted uses include those related to fire and rescue, law enforcement, emergency medical services, and/or emergency management. Such sites shall not be used for commercial activities or "for profit" purposes. Measures shall be taken to ensure that no alternatives sites exist, and that aesthetic and environmental impacts will be minimized or mitigated.

C. Approved, Designated DNCR Sites: The following specific DNCR sites are hereby designated by the Commissioner as "Communication Sites." The letter designation after each site indicates its current designation.

Belknap Mountain, Belknap Mountain State Forest (MU)

Blue Job Mountain, Blue Job State Forest (MU)  
Cannon Mountain, Franconia Notch State Park (MU)  
Cardigan Mountain, (RU)  
Federal Hill, Federal Hill Fire Tower (LU)  
Hampton Beach State Park, (RU)  
Holden Hill, Coleman State Park (MU)  
Hyland Hill, Hyland Hill State Forest (MU)  
Jordan Hill, Walker State Forest (RU)  
Kearsarge Mountain, Kearsarge Mountain State Forest (MU)  
Magalloway Mountain (RU)  
Milan Hill, Milan Hill State Park (MU)  
Oak Hill, Oak Hill Fire Tower (MU)  
Pack Monadnock Mountain, Miller State Park (MU)  
Pitcher Mountain, Pitcher Mountain Fire Tower (MU)  
Prospect Mountain, Weeks State Park (LU)  
Mt. Sunapee, Mt. Sunapee State Park (MU)  
Wantastiquet Mountain, Wantastiquet Mountain State Forest (MU)  
Warner Hill, Warner Hill Fire Tower (MU)

Development of communications facilities at these sites shall be restricted to specific areas, as determined by the Commissioner.

## **V. APPLICATION FOR COMMUNICATIONS SITE USE:**

A. Application for a communication site use will be filed with the Commissioner, Department of Natural and Cultural Resources and shall include the following information:

1. Demonstrated need for public health and safety, or for the public welfare interests served by commercial-service communications.
2. Complete plans and specifications of the proposed installation including, but not limited to, buildings, towers, power lines, accessory structures, fuel tanks, generators, method(s) of access to the site and access improvements.
3. Detailed specifications including type, frequency, size and proposed location of

receiving and/or transmission unit(s) and antenna(s).

4. Analysis of compatibility with existing facilities and equipment (intermod and structural analysis) and power requirements.
5. Written documentation that the installation meets the current ANSI standards for controlled and uncontrolled human exposure to radio frequency electromagnetic fields. Cumulative effects of the proposed installation together with the existing facilities shall be considered.
6. Power and access availability without major new development.

B. Applications for New Communications site designations will be filed with the Commissioner, Department of Natural and Cultural Resources and shall include the following process.

1. A description of alternative sites considered, including other DNCR-designated communication sites and locations on private property, and the results from an investigation that demonstrates why the alternative sites are not feasible.
2. Compatibility with long-range multiple use plans.
3. Aesthetic compatibility with surrounding environment.
4. Impact on aesthetic/natural and recreational resources, and efforts to minimize or mitigate such impacts.
5. Deed and/or property use restrictions.

Regional and Local Review: In accordance with RSA 674:54 II, all applications for new communication site designations shall be sent to the Board of Selectmen/City Council of the municipality and to the appropriate Regional Planning Commission in which the proposed site is located to provide an opportunity for public hearing(s), subject to the following:

- I. DNCR will provide a public notification in a newspaper in general circulation in the area stating that a proposal for a new communication site designation has been sent to the municipality.
2. DNCR will provide written notification to: (1) persons who have interests of record in the site; (2) persons who have written use agreements for the site on file with DNCR; (3) landowners across which the State has deeded or written access rights to the site; and (4) donors of land which contains the site.
3. DNCR personnel and the applicant shall participate in any hearing(s) requested by the municipality or by the Regional Planning Commission.

4. DNCR shall respond in writing to any written comments made by the municipality relative to the application and received within 30 days after the hearing. Responses shall identify any modifications made in response to comments from the municipality or a written explanation as to why the implementation of the comments would be contrary to the proposed public project.
5. Upon completion of the processes described in this section, applications for a new communication site shall be submitted to Governor and Executive Council for final approval.
6. Applications from public and private users shall be submitted to the local governing body by the applicant for approval under the municipality's Site Plan Review Regulation.
7. Application(s) for use permits or leases for new communication sites shall follow the same procedures as existing designated sites.
8. Application(s) for a new site, or modification or expansion of an existing site may be reviewed by the Communication Site Advisory Committee, as deemed necessary by the Commissioner.
9. Once a site has been officially designated, new users on the site can be processed by the DNCR communications office without review by the Advisory Committee, providing the new user doesn't significantly modify or alter the site, such as but not limited to adding buildings, extending the tower height or other buildings or structures, in which case it shall be reviewed by the Advisory Committee.

## **VI. CONSOLIDATION:**

- A. Towers and buildings: on each communication site will be consolidated and shared by site users in a manner striving for the following goals:
  1. A single, expandable, low profile transmitter building serviced by a single, non-overhead utility line.
  2. As few multiple-use, broadband antennae as are technically feasible, affixed to a single tower. Such consolidation will be planned on a site-by-site basis according to building design, cable and power layout, and vegetation distribution; and accomplished through cooperative funding among users, contributions, or bonding.
  3. Additions to, and modifications or relocation of, existing structures and equipment shall be compatible with the designated site plan for consolidation of facilities through shared use.

## **VII. ADVISORY COMMITTEE:**

- A. Communication Site Advisory Committee is established as an adjunct to the Commissioner's office. Technical advisors may serve as deemed necessary or desirable by the Committee. Committee membership shall include the following individuals or their designee:

Director, Division of Forests and Lands

Director, Division of Parks and Recreation

Director, Division of State Police

Executive Director, New Hampshire Fish & Game Department

President/Forester, Society for the Protection of New Hampshire Forests

Executive Director, Local Government Center

- B. Purpose: The Advisory Committee is established for the purpose of advising the Commissioner on the following matters:

1. Designation of new communication sites, or modification to tower height, building size and/or expansion of existing sites if deemed necessary by the Commissioner.
2. Developing Plans for consolidation of facilities.
3. Policies, rules, and regulations for communication site management may be reviewed periodically
4. Recommended changes to policy, rules and regulations for communications site management may be made by Advisory Committee, Communications Site Committee, Communications Section Chief, or the Department and approved by the Commissioner.

#### **VIII. MODIFICATION OR EXPANSION OF EXISTING SITES:**

- A. New or Expansion Proposals: Proposals for new or enlarged installations at designated communication sites, which are demonstrated to be in the overall interest of public health or safety will be given the highest priority. New users may be permitted subject to the following:

1. Can be accomplished without compromising the values to be protected under Section IV. A, and
2. Would result in a net improvement in onsite facility aesthetics, primarily through consolidation, or
3. Would result in enhanced public recreation access or opportunities, or
4. Would provide the tower or building space needed to accommodate "public users," as determined by the Commissioner.

## **IX. INTERFERENCE:**

- A. New Installations: New installations/users shall not interfere with existing installations, users and functions. Where irreconcilable conflicts arise between "public user," and "private user" installations over electronic interference, space, power supply, or location, the "public" or "quasi-public" user shall take precedence and displace the "private user." Order of displacement is: 1) private users; 2) quasi-public users engaged in low power broadcasting; 3) other quasi-public users. Within each category, newest installations shall be displaced first.
- B. Electronic Interference: In the case of a complaint of electronic interference or other conflicts created by a new installation, it shall be the responsibility of the proponent of the new installation to submit plans for resolving the complaint or potential problem. The plans shall be consistent with the site consolidation effort. The complainant and new installation proponent shall attempt to resolve the matter. Unresolved issues and the proponent's plans shall be submitted to the Communication Office within 10 working days of the complaint for review and recommendation for action by the Commissioner.

## **X. OTHER INSTALLATION REQUIREMENTS:**

A. Additional considerations shall include:

1. Communication tower(s) on DNCR communication sites shall be the minimum height necessary to meet technical requirements of the equipment installed and the service area, but under no circumstances shall tower structure exceed 180 feet in height.
2. All DNCR communication sites shall meet the current American National Standards Institute (ANSI) requirements for controlled and uncontrolled human exposure to radio frequency electromagnetic fields.
3. Permits/leases for site use are not transferable and facilities (buildings, tower and equipment) may not be sub-leased.
4. Requests for changes or modification of a permitted installation shall be submitted in writing for approval by the Commissioner.
5. Site users shall comply with all applicable federal, state and local laws, ordinances and rules.
6. All equipment installations shall be accomplished in compliance with the latest edition of the "State of New Hampshire Department of Natural and Cultural Resources Technical Requirements For use of Communication Sites," and all grounding of equipment will meet Motorola's R-56 requirements.
7. Intermod Study is required of all new prospective users or a change of frequency by a current user.

8. Structural analysis may be required by new users and upgrades by current users.
9. An RF Study is required by all new users at all sites. Sites that are manned by volunteers or paid personnel require the RF Study to specifically reference and address the effects and risk to personnel from RF exposure.

#### **XI. TENANT CATEGORIES (basis for annual rent):**

The following table depicts the tenant categories and provides the degree of annual rent to be charged in order to occupy a DNCR communication site:

<b>CATEGORY</b>	<b>ANNUAL RENT BASIS</b>
NH State Entity	Beneficial Services (No Charge Tenants as of 1/1/2013)
Federal Entity	Administrative Fee (\$1,000 as of 1/1/2013)
Government/Quasi-Government, Municipalities, County, Other State	Administrative Fee (\$1,000 as of 1/1/2013)
Commercial	Fair Market Rent
Other	Fair Market Rent

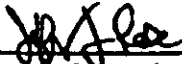
#### **XII. FEES:**

- A. **Fair Market Value Rent:** All new or renewed non-state tenant contracts (leases, permits, licenses) shall be assessed an annual fair market value rent (the Market Rent) or annual administrative fee( the Administrative Fee: based on beneficial services arrangements and/or other considerations) for each communications site, which shall be set by the Commissioner.
  1. Items to be considered in determining the Market Rent or Administrative Fee will include:
    - Administration costs to the state.
    - User classification (public, quasi-public, private) and type of installation.
    - Prorated share of facilities maintenance.
    - Inventory of the equipment installed at the site.
    - Benefits accruing to the state as a result of joint installation.
    - Costs associated with installations at alternative locations on private property.
    - Market Rent values on comparable private communications sites.
    - Potential impacts to existing state park or state forest operations.
    - Public safety and/or quality of life considerations.
  2. All communication installations on DNCR lands owned by or leased to non-public tenants shall be subject to local taxes, payable by the tenant.



### **XIII. AMENDMENTS:**

The Policy may be amended from time to time to serve the public interest upon recommendation of the Communication Site Advisory Committee and approval by the Commissioner.

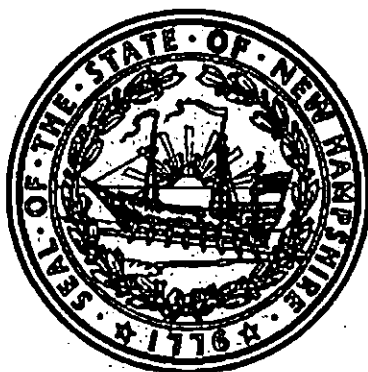
Approved:   
Jeffrey J. Rose, Commissioner  
Department of Natural and Cultural Resources

Date: 7/27/17

# **Exhibit B**

**State of New Hampshire Department of Natural and Cultural Resources  
Technical Requirements for Use of Communication Sites revised  
7/24/2017**

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES



**TECHNICAL REQUIREMENTS  
FOR USE OF COMMUNICATION SITES**

Adopted June 30, 1995  
Reviewed April 27, 2005  
Revised February , 2014  
Formatting/Name Revised July 24, 2017

Jeffrey J. Rose, Commissioner  
172 Pembroke Road  
Concord, N.H. 03301

State of New Hampshire  
Department of Natural and Cultural Resources  
Technical Requirements  
For Use of Communication Sites

## **Introduction**

The following outlines technical requirements for installation, operation and maintenance of communication equipment and appurtenances at Department of Natural and Cultural Resources (DNCR) communication sites as required by Item III.H.6 of the DNCR "Policy On Use and Management of Mountaintops for Communication Facilities". As stated in the policy, all requests for new communication equipment installations or modifications of existing equipment require review by the Communication Site Advisory Committee and approval by the Commissioner.

The Commissioner, with counsel from the Communication Site Advisory Committee, shall be the final authority in resolution of any conflicts between site users or in interpretation of these technical requirements and may require testing of user's equipment to determine compliance or to investigate possible sources of interference.

These requirements are in addition to any standards or conditions contained in the lease/use agreement.

These requirements shall apply to all new communications facilities and to existing facilities that are upgraded or expanded. The requirements may be waived or modified by the DNCR Site Manager for facilities and/or users in existence at the date of adoption, as communication site conditions warrant.

## **Transmitters and Associated Equipment**

- A. Transmitters shall be equipped with isolators to provide the following minimum isolation to reduce the possibility of intermodulation interference.
  - 25 db (70 MHz to 220 MHz)
  - 50 db (220 MHz to 1000 MHz)
  - 75 db (1000 MHz to 76 GHz)
- B. A Bandpass cavity shall be used between each antenna and associated transmitter or combiner. A combiner, or duplexer will satisfy this requirement.
- C. R.F. Devices including duplexers, isolators, cavities, switches, etc. shall be located inside grounded cabinets where physically possible. Open racks may be permitted on a site by site basis to fit specific needs.
- D. Grounding to each cabinet and device shall be installed and comply with current Standards and Guidelines for Communication Sites (R56), NFPA 780: Standard for the Installation of Lightning Protection Systems, and NFPA 70: National Electrical Code® when applicable.
- E. Transmission lines entering enclosed equipment cabinets shall do so via bulkhead connectors. Type "N" bulkhead connectors shall be used above 54 MHz.
- F. Power, telephone, network, or control lines shall be protected by grommets where they enter enclosed radio cabinets. Where high R.F. fields exist, telephone lines and control lines shall enter radio cabinets via RFI filtration devices.

- G. The use of RG\8, RG\58, braided shield, single shield coax cable or aluminum shielded cable is not permitted. This includes cables located within cabinets or racks. PTP, Microwave, or GPS systems whose manufacturer requires the use of LMR-400 or similar cable will be exempt providing the manufacturer's documentation is submitted to the DNCR site manager prior to installation. Double shielded RG\58 (Belden 8268, etc.) may be used in external frequency reference and 1 PPS launch timing applications.
- H. Ethernet cable (CAT5e, CAT6, etc.) shall be routed to not interfere or receive interference from RF equipment.
- I. Ethernet cable (CAT5e, CAT6, etc.) shall be plenum rated for in shelter use and shielded/ outdoor rated when used outside of the shelter or on the tower.
- J. Ethernet cable (CAT5e, CAT6, etc.), and telephone lines shall be grounded upon entry into the shelter from an outside source (tower mounted equipment, or telco lines) using a UL listed surge suppressor and shall be installed in accordance with current Standards and Guidelines for Communication Sites (R56), NFPA 780: Standard for the Installation of Lightning Protection Systems, and NFPA 70: National Electrical Code® when applicable.
- K. Microwave or PTP transceivers shall be secured to an open rack or mounted within an enclosed cabinet. Unsecured devices will not be permitted.
- L. At no time will any equipment be mounted to an ice bridge or its support structure.
- M. Microwave or PTP ODU (Outdoor Units) should be mounted as close to the antenna as possible.

#### **Antenna System Requirements**

- A. Antenna systems must be approved by the DNCR Site Manager prior to the commencement of installation work. The cost of any changes to the existing tower including structural work, tower painting, tower lighting, etc. will be paid for by the site user. Rearrangements of existing antennas will not be considered except under unusual circumstances.
- B. The design of each proposed antenna systems shall take into account the following:
  - \*Antenna location will be assigned by the DNCR Site Manager based on available space, required radiation pattern, transmitter power and frequency, antenna type, mounting restrictions and interference considerations.
  - \*Only antennas which provide a direct dc path to ground may be utilized.
  - \*Antennas shall be equipped with coaxial lightning protectors meeting ANSI standard 62.1. Lightning protectors shall be connected to site ground system in accordance with current Standards and Guidelines for Communication Sites (R56) and NFPA 780: Standard for the Installation of Lightning Protection Systems.
  - \*R.F. link antennas, control antennas, and Microwave Antennas will be assigned mounting positions as low on the tower as possible.

\*Metal antenna mounting hardware and falling ice protection hardware will be hot dipped galvanized or stainless steel.

\*Only solid copper jacketed coax cable will be permitted for antenna cable runs. PTP, Microwave, or GPS systems whose manufacturer requires the use of LMR-400 or similar cable will be exempt providing the manufacturer's documentation is submitted to the DNCR site manager prior to installation.

\*Coax cable shall be individually attached to the tower legs or waveguide hangers. The location of coax cable runs will be assigned by the DNCR Site Manager.

\*Attachment of coax cable will be by stainless steel clamps or hangers spaced a maximum of three feet apart.

\*The use of plastic "tie wraps" to support coax cable in any location is not permitted. The use of coating products that emit acetic acid are not permitted. Use of ultra-violet protected "tie wraps" are allowed on a temporary basis during construction or for temporary installations.

\*Grounding kits with solid copper straps and mechanical compression shall be installed at top of tower, at point where coax cable departs the tower, and at the building entrance point. These clamps will be properly sealed to prevent corrosion at the coax cable connection. Stainless steel connectors will be used from the grounding kit to the tower. Grounding kits and procedures must comply with current Standards and Guidelines for Communication Sites (R56).

\*Horizontal runs of coax cable shall be protected by ice shields and supported every three feet with stainless steel clamps or hangers.

\*Coax cable shall enter buildings via weatherproof cable entrance ports or cable mounting plates. Positions will be assigned by the DNCR Site Manager. Ground Clamps will be used on both sides of this connection and will be connected to the site ground system.

\*Coax cable runs located inside buildings will utilize existing cable racks or will be supported overhead by hangers.

#### **Power Requirements:**

- A. Each site user will be responsible for the cost of installation of separately metered electrical service when such metering is required unless otherwise specified in the lease/use agreement.
- B. The provisions of backup power by DNCR will require approval of the DNCR Site Manager.
- C. Emergency generating equipment or battery backup units shall not be installed without approval of the DNCR Site Manager.
- D. Each new transmitter and equipment cabinet will be connected to a separately fused AC outlet in accordance with current Standards and Guidelines for Communication Sites (R56), NFPA 70: National Electrical Code®, and State Electrical codes.
- E. Under no circumstances will one station be plugged into the accessory outlet of another cabinet.

- F. All electrical installation work shall be in full compliance with current Standards and Guidelines for Communication Sites (R56), NFPA 70: National Electrical Code®, and State Electrical codes.

#### **Administrative Items**

- A. A frequency compatibility study must be performed prior to installation; it shall be done by an independent consulting firm, which has been approved by DNCR. The cost of this study is the responsibility of the site user. A subsequent study may be required each time the site user proposes an additional frequency at the site.
- B. The site user shall immediately cease operation if notified by the DNCR that they are causing harmful interference.
- C. The DNCR Site Manager shall be provided with copies of all FCC license applications, current FCC licenses and equipment specifications.
- D. The site user shall make no changes after the initial installation without prior written approval from the DNCR Site Manager.
- E. Equipment shall be maintained in such a manner as to prevent it from becoming a source of interference or a safety hazard.
- F. Equipment shall have an ID tag attached, which shows licensee's name, address, call sign, frequency, tone squelch frequency and telephone number of person or organization responsible for maintenance work. Radio station licenses shall be posted for each transmitting station as required by FCC rules.
- G. Speakers will be turned off except during periods of maintenance work.
- H. Areas in and around the site user's equipment shall be kept clean and neat at all times. In addition, exterior areas including access roads, trails, and parking area shall be kept clean. Trash and unused materials shall be immediately removed from the site and not stored on the premises in any manner.
- I. Smoking, open flame, or welding will not be permitted inside buildings.
- J. Should the site user cause discharge of any Fire Protection System, they will be responsible for all costs associated with recharging the system, cleaning the building and repairing damaged equipment.
- K. If the building has an alarm system installed, the site user will notify designated Alarm Center when entering or leaving building in accordance with posted instructions.
- L. Site access shall be as designated in and subject to restrictions as described in the lease/use agreement. The DNCR will not be responsible for plowing of access roads or trail entrances to the site unless specified in lease/use agreement.
- M. Prior to the signing of any lease, a joint visit of the site will be made by the proposed site user and the DNCR Site Manager. Any additional special technical requirements not covered in this document will be determined at this meeting.

- N. When a lease is terminated for any reason, the site user will remove all equipment including antennas and feed lines within thirty days and will be responsible for any work necessary to return site to its previously existing condition. Should the site user fail to do so, then DNCR will arrange to have work completed and will bill the site user for this work.



# Exhibit C

## Notice of Use Agreement

## **EXHIBIT "C"**

### **Notice of Use**

Notice of the following Lease is hereby given in accordance with the provisions of the New Hampshire Revised Statutes Annotated, Chapter 477, Sections 7 and 7-a: and as per Chapter 72, Section 72:1, failure of the Grantee to pay the duly assessed personal and real estate taxes when due, or failure to record this Notice of Use, shall be cause to terminate the Use Agreement by the State.

**LESSOR:** STATE OF NEW HAMPSHIRE, Department of Natural and Cultural Resources, having a mailing address of 172 Pembroke Road, Concord, New Hampshire 03301

**LESSEE:** UNITED STATES SECRET SERVICE, an agency of the United States Government and having its place of business at CIO, 950 H St., NW, Suite 3700, Washington, DC 20223

**TERM EFFECTIVE DATE:** 1-Oct-2020

**AGREEMENT BEGIN DATE:** 1-Oct-2020

**DESCRIPTION:** Communications Agreement at Mount Washington State Park – Sargent's Purchase, NH

### **LEASED PREMISES**

The STATE, for and in consideration of the covenants and agreements hereinafter contained and made on the part of LESSEE, does hereby grant, demise and lease to LESSEE:

- a) Designated space within the Yankee Building
- b) Designated space on the roof of the Yankee Building

**TERM:** One (1) base year and four (4) option years

**RIGHTS OF EXTENSION OR RENEWAL:** None

EXECUTED as an instrument under seal on the dates indicated below.

LESSOR:

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF NATURAL AND CULTURAL RE.SOURCES

By:

Sarah Stewart  
Sarah L. Stewart  
Commissioner

STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of June, <sup>2021</sup>~~2019~~, by Sarah L. Stewart, in her capacity as Commissioner of the Department of Natural and Cultural Resources.

Leanne M. Lavoie  
NOTARY PUBLIC/JUSTICE OF PEACE  
My Commission expires: \_\_\_\_\_

LEANNE M. LAVOIE, Notary Public  
My Commission Expires September 27, 2022

LESSEE:

UNITED STATES SECRET SERVICE

By:

W. Pagal  
Duly Authorized

THE DISTRICT OF COLUMBIA  
COUNTY OF WASHINGTON

On this Friday day of 5<sup>th</sup> March, 2020, before me, the undersigned officer, personally appeared, who acknowledged to be Contracting Officer, and that as such, being authorized to do so, executed the foregoing instrument for the purposes contained therein, by signing under the name of the company as such officer.

[Signature]  
NOTARY PUBLIC/JUSTICE OF PEACE  
My Commission expires: 3/14/2022

LELA VALENCIA LEE  
NOTARY PUBLIC DISTRICT OF COLUMBIA  
My Commission Expires March 14, 2022



# Exhibit D

## Equipment List

**EQUIPMENT INVENTORY**

Site 276 – Yankee Building,  
Mount Washington, NH  
Site

United States Secret Service  
Organization

Jeffrey Spencer, COR  
202-355-3220  
Contact Phone #

**TOWER MOUNTED EQUIPMENT:**  
(Antenna Make, Model, Feed-line Type)  
(Tower Make, Model and height)

Antenna Make: RFS/Celwave  
Antenna Model: 3dB gain Omni  
Antenna Feed-line Type: 7/8 Andrews

**LOCATION:**

(Mounted Elevation and Bearing on  
Structure)

Latitude: 44 degrees; 16 minutes; 12.62 seconds N  
Longitude: 71 degrees 18 minutes 13.98 seconds W  
Ground Elevation: 6268 feet (AMSL)  
Note: Antenna is tagged #45.

**HOUSED EQUIPMENT:**  
(Make, Model, Serial Number,  
Tx/Rx Frequencies) Also List Back-up Power  
(Batteries or UPS)

RX 166.4 Mhz/TX 164.4Mhz  
Quantar SSPN 511142  
Sinclair Duplexer SSPN 94933

**LOCATION – SHELTER:**  
(Rack or Cabinet Mounted)

Motorola Cabinet 3<sup>rd</sup> Floor  
Duplexer under cabinet

Copy of FCC Licenses and ASR #: NA

JEFFREY W SPENCER

Digitally signed by JEFFREY W  
SPENCER

Date: 2020.09.04 09:02:20 -04'00'

09/04/2020

Date:

Signed:

950 H St., NW, Suite 3700  
Washington, DC 20223

Address

(202) 355-3220  
Phone Number

**SUBMIT TO:** Communications Technician  
Division of Forests and Lands  
172 Pembroke Road  
Concord, NH 03301

# **Exhibit E**

## **SF 30 Modification of Contract**

**PO 70US0921L70090096 - Mod P00001 - Site 276**

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO. P00001		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 505411	
5. ISSUED BY PRO-PROCUREMENT DIV COMMUNICATIONS CENTER (PRO) 245 MURRAY LANE SW BLDG T-5 WASHINGTON DC 20223		6. PROJECT NO. (if applicable)		7. ADMINISTERED BY (if other than item 6) PRO-PROCUREMENT DIV COMMUNICATIONS CENTER (PRO) 245 MURRAY LANE, SW BLDG T-5 WASHINGTON DC 20223	
8. NAME AND ADDRESS OF CONTRACTOR (firm, street, county, State and ZIP Code) STATE OF NEW HAMPSHIRE DEPT NATURAL AND CULTURAL RESOURCES DIVISION OF FORESTS AND LANDS 172 PEMBROKE ROAD CONCORD NH 03301		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. 70US0921L70090096	
				10B. DATED (SEE ITEM 13) 10/01/2020	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 9 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)  
See Schedule  
Net Increase: \$12,680.77

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACT/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority). THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	52.232-18 Availability of Funds (Apr 1984)

14. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to apply Fiscal Year 2021 funding to Antenna Site(s) #276 Lease Renewal.

All other terms and conditions remain the same.

Period of performance: 10/01/2020 - 09/30/2025, if all options are exercised.

Vendor POC:

Continued ...

Except as provided herein, all terms and conditions of the document referenced in item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Sarah L. Stewart, Commissioner		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ERIC V. PAGAL	
15B. CONTRACTOR/OFFEROR Sarah Stewart (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA EVPAGAL (Signature of Contracting Officer)	
15C. DATE SIGNED 6/28/21		16C. DATE SIGNED Digitally signed by EVPAGAL Date: 2021.08.11 15:56:39 -04'00'	

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
70US0921L70090096/P00001

PAGE 2 OF 3

NAME OF OFFEROR OR CONTRACTOR  
STATE OF NEW HAMPSHIRE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>Leslie Sherman 603-271-3456 Leslie.Sherman@dn-cr.nh.gov</p> <p>USSS Technical POC: Jeffrey Spencer 202-406-6038 jeffrey.spencer@uss-s.dhs.gov</p> <p>USSS Contracting POC: Eric Pagal 202-510-7012 ERIC.PAGAL@secret-service.gov</p> <p>Delivery: 10/01/2020 Discount Terms: Prompt Net 30 Delivery Location Code: CIO CIO 950 H ST, NW Suite 3700 Washington DC 20223 US</p> <p>Period of Performance: 10/01/2020 to 09/30/2021</p> <p>Change Item 0001 to read as follows (amount shown is the obligated amount):</p> <p>Base year USSS BETC: DISB</p> <p>Project Data: CIO014_21-CIO014_21_0400_02_00-Office of the Chief Information Officer (CIO)-233-Antenna Site Rental-11/12/2020 Accounting Info: 2021-0400.000DA00.2121D.00-H085H000H000-15000000-C IO014_21-CIO014_21_0400_02_00-233012-15000000-6100 0001-0-0-0-0 Funded: \$12,680.77</p> <p>All invoices must be submitted via IPP (Invoice Processing Platform). IPP is a web-based system that provides one integrated, secure system to simplify the management of vendor invoices. How to enroll in IPP, go to <a href="https://www.ipp.gov/vendors/enrollment-vendors">https://www.ipp.gov/vendors/enrollment-vendors</a> Continued ...</p>				12,680.77



## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
70US0921L70090096/P00001

PAGE 3 OF 3

NAME OF OFFEROR OR CONTRACTOR  
STATE OF NEW HAMPSHIRE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Customer Support Phone: (866) 973-3131 Email: IPPCustomerSupport@fiscal.treasury.gov				