



STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
DIVISION of PARKS and RECREATION
172 Pembroke Road Concord, New Hampshire 03301
Phone: (603) 271-3556 Fax: (603) 271-3553
Web: www.nhstateparks.org

October 25, 2021

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

REQUESTED ACTION

1. Pursuant to RSA 227-H:9, authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation (DNCR) to enter into a three (3) year Memorandum of Agreement (MOA) with the Department of Environmental Services (DES) for air quality monitoring equipment space, internet and electrical services at Mount Washington State Park effective upon Governor and Executive Council approval through June 30, 2024.
2. Further, authorize DNCR to accept annual rental payments as outlined in the terms of the MOA for a total of \$15,360.

Revenue will be posted to 03-035-035-351510-37420000-402040 "Mt Washington Commission", as follows:

Calendar Year	Class-Account	Class- Account Title	Annual Rent Amount
2021	003-402040	Revolving Fund - Mt Washington Commission	\$960
2022	003-402040	Revolving Fund - Mt Washington Commission	\$5,760
2023	003-402040	Revolving Fund - Mt Washington Commission	\$5,760
2024	003-402040	Revolving Fund - Mt Washington Commission	\$2,880
Total:			\$15,360

EXPLANATION

In accordance with RSA 227-H:9, the MOA enables DES to operate and maintain an air monitoring station at Mount Washington State Park so as to gather and analyze air quality data to monitor and protect public health, support state and federal policymaking, and secure the economic welfare of NH citizens and businesses. The DNCR will provide a 16 square foot space in the Yankee Building to house air monitoring equipment owned and operated by DES, and will provide internet service and electrical service to DES as outlined in the MOA.

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

Respectfully submitted,

Philip A. Bryce
Director

Concurred,

Sarah L. Stewart
Commissioner

OCT 7 2021

DNCR

MEMORANDUM OF AGREEMENT
between the
NH DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
and the
NH DEPARTMENT OF ENVIRONMENTAL SERVICES
for
AIR MONITORING AT MOUNT WASHINGTON STATE PARK

WHEREAS, air pollution, including ozone, carbon monoxide, nitrogen oxides, sulfur dioxide, and airborne particulate matter, is demonstrated to cause human health impacts, damage to the environment, and impairs visibility; and

WHEREAS, a significant amount of air pollution is transported into New Hampshire with prevailing winds that often arrives at higher altitudes before it can be found at lower elevations; and

~~WHEREAS, air quality data collected at elevated sites (mountain peaks) is considered by scientists~~
and policymakers to be of high value in tracking the characteristics and impacts of air pollution transport; and

WHEREAS, the State of New Hampshire has a vested interest in gathering and analyzing air quality data to monitor and protect public health, support state and federal policymaking, and secure the economic welfare of its citizens and businesses; and

WHEREAS, the New Hampshire Department of Natural and Cultural Resources ("DNCR") owns and manages Mount Washington State Park ("State Park") and the Yankee Building that is located therein; and

WHEREAS, the New Hampshire Department of Environmental Services ("DES") currently operates an air monitoring station located in an assigned area within the Yankee Building and desires to continue operation of this existing air monitoring station; and

NOW THEREFORE, the DES and the DNCR agree as follows:

1. DNCR shall permit DES to operate and maintain an air monitoring station at the State Park for a period from Governor and Executive Council approval through June 30, 2024.
2. DNCR shall assign an area located within the Camden Cottage Suite of the Yankee Building to enable DES to operate an air monitoring station at the State Park. The location and size of the space assigned to DES for the air monitoring station is 16 s.f. and shall be documented by DNCR and incorporated into this Agreement as Attachment A, "Premises."

The location shall permit access to electricity, communications, suitable indoor climate control, and the ability for DES to draw outdoor air samples from the existing inlet.

The use of the Camden Cottage Suite is non-exclusive and shared with other users. DES shall submit to DNCR all requests to relocate the air monitoring station or to expand the size of the space utilized. The decision to grant such requests is at the sole discretion of DNCR.

3. DES shall install, operate and maintain the air monitoring station at its sole expense. DES shall provide DNCR a detailed list of DES equipment installed on the Premises, and incorporated into this Agreement as Attachment B, "DES Equipment List."

DES shall submit to DNCR all requests for improvements to the air monitoring station that may impact DNCR property, including but not limited to electrical upgrades. The decision to grant such requests is at the sole discretion of DNCR.

DES shall reimburse DNCR any improvements made by DNCR staff, including but not limited to labor and materials. DES shall be responsible for obtaining, at its sole cost, any and all required permitting and approvals for the improvements.

4. DES shall pay DNCR as described below:

- a. DES shall make monthly lease payments to DNCR for the 16 s.f. space assigned to DES in the Yankee Building. The payment is based on the \$5.00/s.f. per month lease fee for an amount of \$80/month, payable upon monthly invoice from DNCR.
- b. DES shall make monthly payments to DNCR for the use of the DNCR internet in the Yankee Building to operate the air monitoring station. The payment will be \$50 per month, payable upon invoice from DNCR.
- c. DES shall make monthly payments to DNCR for the use of electricity to operate the air monitoring station. The payment will be based on metered total kilowatt hours used each month, currently \$0.55 kWh, and payable upon invoice from DNCR.
- d. DES shall utilize the following Accounting Strings to pay DNCR:
 - i. Lease (Rent) 03-44-44-443010-9000-022-500248 – not to exceed \$80 monthly (\$960 annually)
 - ii. Internet 03-44-44-443010-9000-039-500180 – not to exceed \$50 monthly (\$600 annually)
 - iii. Electricity 03-44-44-443010-9000-023-500291 – not to exceed \$350 monthly (\$4,200 annually - safely projected based on current and future use – See Attachment B)
- e. Total annual costs associated with this MOA shall not exceed \$5,760

5. The parties agree that DNCR's use of its internet in the Yankee Building shall take precedence. At the discretion of DNCR, should DES's use of the DNCR internet cause interference to DNCR operations, DNCR shall notify DES and DES shall immediately disconnect its use of the internet

until such time that the cause of interference is resolved by DNCR. Should DNCR require any part of the bandwidth being used by DES, DNCR shall notify DES and DES's bandwidth shall be reduced.

6. DNCR reserves its right to change its lease rates and/or its electric rates at any time. DNCR shall provide DES with advance notice prior to implementing any rate changes.
7. DES shall inform the State Park manager of its need to access the air monitoring station at least 48 hours prior to their visit. Prior notification shall not be required in the case of an emergency, unless DES is requiring DNCR assistance with travel during the Park's non-operating hours and/or during off-season travel of the Auto Road, in which case DES will coordinate and schedule with the Park Manager as soon as possible.
8. DES's use of the Auto Road that is owned and operated by the Mount Washington Auto Road Company shall be by separate arrangement and at the sole expense of DES.

DES may request to travel with state park staff, if, at the sole discretion of state park staff, travel schedules and state park vehicle capacity allows. DES shall reimburse DNCR for such travel costs.

9. DNCR reserves its right to restrict or close its lands, facilities, or trails to public use, pursuant to its administrative rules Res 7300, or for other DNCR activities, including but not limited to communications and park operations.

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10. ~~For the purpose of maintaining or making improvements or replacements of the Premises,~~ DNCR reserves its right to restrict or close the Premises or portions therein, that cause or may cause interruptions in tenant operations. DNCR shall provide DES advance notice of such restrictions, interruptions or closures. DES shall, at its expense, cease operations or move its equipment to an ~~area assigned by DNCR.~~

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11. The Premises are contracted to DES in "as-is" condition. DNCR does not make any claims or assurances as to the suitability of the Premises for the DES's use, including but not limited to utilities and communications services. DNCR shall not be required, responsible, nor obliged to provide any improvements, upgrades, or alterations to the Premises prior to or during the term of this Agreement for the benefit of DES.

All property of every kind on the Premises shall be at the sole risk of DES, and DNCR shall not be liable to DES or any other person or entity for any injury, loss, damage, or inconvenience occasioned by any cause whatsoever to DES property or programs, 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.

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12. DES shall be held legally and financially liable for any and all damages, repairs or rehabilitation of DNCR property caused by DES operations. Within 24-hours, DES shall report to DNCR any and all damages resulting from the DES's use of DNCR property, including damages caused by DES subcontractors or any and all affiliates. DES shall restore or repair any and all damages of.

DNCR property caused by DES subcontractors or any and all affiliates, or shall reimburse DNCR for the repair or restoration of DNCR property that is performed by DNCR.

13. DES agrees that DNCR or any of his/her duly authorized agents may at any time examine and inspect any and all property located and situated on and within these Premises. Furthermore, DES agrees to comply with all reasonable requests of the State or any of his/her agents.
14. The State of New Hampshire does not maintain liability insurance coverage for the general operations of state agencies, including DES. The State has elected to self-insure for this exposure. Any liability incurred by DES arising out the use of the Premises would be handled as a general obligation of the State.
15. DES shall have no authority to bind, obligate, or restrict DNCR in any way or at any time for any reason, including but not limited to any and all obligations, conditions, restrictions, regulation, or stipulations of any grant funding, donations, subcontracts, agreements or permits obtained or executed by or that may arise out of DES in its performance of its operations. Third party grants, donations or other contributions or material support shall not constitute a claim or interest within or upon DNCR assets. This Agreement shall not transfer to DES any claim, interest or right held by DNCR, and DES shall in no way nor at any time interfere, prevent, or obstruct any activity, operation, management, or use of land or rights held by DNCR.
16. Notwithstanding any provision of this Agreement to the contrary, all obligations of DNCR hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall DNCR be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, DNCR shall have the right to withhold payment until such funds becomes available.
17. This Agreement may be amended or terminated prior to the Agreement end date by mutual written consent of the parties.

[SIGNATURE PAGE FOLLOWS.]

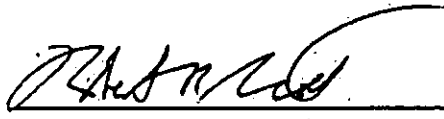
IN WITNESS WHEREOF, the undersigned have agreed to these terms on behalf of their respective agencies.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ENVIRONMENTAL SERVICES**

Concur:



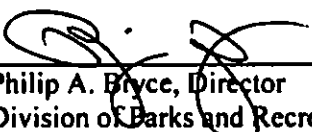
Craig A. Wright, Director Date
Air Resources Division



Robert R. Scott, Commissioner Date
Dept. of Environmental Services

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

Concur:



Philip A. Bryce, Director Date
Division of Parks and Recreation



Sarah L. Stewart, Commissioner Date
Dept. of Natural and Cultural Resources

Attorney General's Office

Approved to form, substance and execution:



Michael Haley, Assistant Attorney General 11/1/2021

Approved by the Governor & Executive Council on _____, Item # _____.

PAB/TLB/PIU/d-2021093021.rev

Attachment A, Premises

Attachment B, DES Equipment List

emiscs

STORAGE 203
113.08 BF

204
224.01 BF

NH DES 201
188.79 BF

DES 200
188.79 BF

DES Air Monitoring Area

EXISTING SECOND FLOOR PLAN

BOOK 14 • 199

CONVERT THE 4.7000 GRADE ON

[illegible]

The H.L. Turner Group Inc.

87 Lark St.
Cambridge, Mass. Boston 26 02108
6-539-2344 1123
afternoon only

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Attachment B DES Equipment List

Currently Operating:

Ozone Analyzer *
Ozone Calibrator *
Data Logger *
Zero Air Supply *

Total current electrical use is approximately 136 KWH per Month @\$0.55 = \$74.8

Additional Equipment to Add:

Computer Rack for mounting air monitoring equipment
Carbon Monoxide Analyzer *
Carbon Monoxide Calibrator *
Carbon Monoxide Gas Cylinder
Room Thermometer
Internet Connectivity Devices
Uninterruptable Power Supply
Exhaust fan *

Total projected electrical use from additional Equipment is approximately 150 KWH per Month

Total electrical use per this entire equipment list is projected to be 286 KWH per Month @ \$0.55 = **\$157.30** (The MOA allows up to \$350 per Month)

* Denotes equipment that uses notable electricity