



State of New Hampshire  
 DEPARTMENT OF NATURAL & CULTURAL RESOURCES  
 DIVISION OF FORESTS & LANDS

172 Pembroke Road Concord, New Hampshire 03301  
 Phone: 603-271-2214 Fax: 603-271-6488  
 TDD Access: Relay NH 1-800-735-2964  
 nhdf.dncr.nh.gov



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August 1, 2024

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, Division of Forests and Lands (DNCR) to enter into a **Retroactive** Memorandum of Agreement (MOU) with the Department of Safety, Division of Emergency Services for equipment and antenna space in designated areas at Mount Washington in Mount Washington State Park for a five (5) year period effective upon Governor and Executive Council approval for the period of July 1, 2023 through June 30, 2028.
2. Further authorize DNCR to accept annual rental payment revenue in accordance with the terms of the MOU to be deposited into 03-35-35-351510-37420000-402040 Mt Washington Commission, as follows:

Contract Year	Class-Account	Class- Account Title	Annual Rent Amount
Fiscal Year 2024	003-402040	Revolving Fund - Mt Washington Commission	\$57,124.00
Fiscal Year 2025	003-402040	Revolving Fund - Mt Washington Commission	\$57,124.00
Fiscal Year 2026	003-402040	Revolving Fund - Mt Washington Commission	\$57,124.00
Fiscal Year 2027	003-402040	Revolving Fund - Mt Washington Commission	\$57,124.00
Fiscal Year 2028	003-402040	Revolving Fund - Mt Washington Commission	\$57,124.00
		<b>Total:</b>	\$285,620.00

**EXPLANATION**

The Department of Safety, Division of Emergency Services and Communication currently occupies space in and on the Yankee Building for structures and equipment associated with the State Police Statewide Radio System for the purpose of public safety and emergency response communications.

This request is **Retroactive** due to the length of time needed to effectively renegotiate this agreement and due to organizational changes and staff turnover.

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

Respectfully submitted,

  
 Patrick D. Hackley  
 Acting Director, Division of Forests and Lands

  
 Brian J. Wilson  
 Director, Division of Parks and Recreation

Concurred,  
  
 Sarah L. Stewart  
 Commissioner

**MEMORANDUM OF UNDERSTANDING**  
 between the  
**DEPARTMENT OF NATURAL AND CULTURAL RESOURCES**  
 and the  
**DEPARTMENT OF SAFETY - DIVISION OF EMERGENCY SERVICES AND  
 COMMUNICATIONS**

<b><u>CRITICAL DATES / TERM / RENT</u></b> (for DNCR use only)	
<b>DEFINITION</b>	<b>DATE</b>
<b>Term Effective Date:</b> Governor and Council approval	
<b>Term &amp; Initial Annual Rent:</b> 5 years subject to Governor & Council approval with a \$57,124.00 annual rent.	

This Memorandum of Understanding ("Agreement") is entered into between the New Hampshire Department of Natural and Cultural Resources ("DNCR"), 172 Pembroke Road, Concord, New Hampshire 03301, and the DEPARTMENT OF SAFETY - DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS ("DOS-DESC"), 110 Smokey Bear BLVD, Concord, NH 03305

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

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

NOW THEREFORE, DNCR and DOS-DESC agree to the following terms:

1. **Occupied Space.** Pursuant to the equipment list, which is hereto attached as Exhibit A, DOS- DESC shall have the right to occupy designated space on the second floor of the Yankee Building and designated space on the roof and side of the Yankee Building ("the Premises").  
 DOS-DESC shall also have the right to common areas necessary for access to lavatories. DNCR responsible for maintaining the Yankee Building in its entirety, the generator, and paying for all fuel and utilities.

2. **Term.** The Agreement shall be in effect from the date of Governor and Executive Council approval until June 30, 2028.
3. **Beneficial Services.** For each year of this MOU, DOS-DESC will provide the technical assistance of two communications technicians, for two standard workdays, to assist with DNCR radio communications projects at Mount Washington.
4. All obligations hereunder are contingent upon the availability and continued appropriation of funds. The agencies shall not be required to transfer funds from any other account in the event that funds are reduced or unavailable.
5. **Funding.** Notwithstanding any provision of this Agreement to the contrary, all obligations hereunder are contingent upon the availability and continued appropriation of funds. DESC shall not be required to transfer funds from any other account in the event that funds are reduced or unavailable. Payment shall be provided from DOS-DESC accounting unit 40010000.
6. **Rent.** DNCR has accepted a market rent appraisal for Mount Washington. This resulted in a significant annual rent increase for DOS-DESC. Annual rent will be transitioned to the new rent over the 5-year period of this Agreement. For Fiscal Years 2024 and 2025, DOS-DESC shall pay DNCR annual rent upon approval of the Agreement by Governor and Executive Council. Thereafter, DOS-DESC shall pay DNCR rent annually on July 1st, and in accordance with the table below:

Year	Annual Rent	Beneficial Services Credit	Adjusted Annual Rent
Fiscal Year 2024	\$ 59,684.00	\$ 2,560.00	\$ 57,124.00
Fiscal Year 2025	\$ 59,684.00	\$ 2,560.00	\$ 57,124.00
Fiscal Year 2026	\$ 59,684.00	\$ 2,560.00	\$ 57,124.00
Fiscal Year 2027	\$ 59,684.00	\$ 2,560.00	\$ 57,124.00
Fiscal Year 2028	\$ 59,684.00	\$ 2,560.00	\$ 57,124.00
<b>Total</b>	<b>\$ 298,420.00</b>	<b>\$ 12,800.00</b>	<b>\$ 285,620.00</b>

7. **Access.** Access to Mount Washington during the summer season shall be coordinated and scheduled directly with the State Park Supervisor or designated staff. As The Mount Washington Auto Road leading to the summit is a privately owned Road, separate and independent of State control, any separate expenses associated with use of the Road charged by the Mount Washington Auto Road shall be borne solely by DOS-DESC. DOS-DESC shall also follow all rules and requirements of the Mount Washington Auto Road while using the Road. DOS-DESC, 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 Premises. Where possible, at its sole discretion and if space permits, DNCR will endeavor to provide DOS-DESC with transport on scheduled State transportation free of charge.

The DNCR shall provide DOS-DESC with transportation during the winter season on an "available space" basis. All travel decisions, including but not limited to time available to work at the summit, is the final decision of the State Park staff providing the transportation. Trips scheduled during normal shift changes shall be at a rate of \$100.00 per seat. For unscheduled or emergency trips, DOS-DESC shall pay \$500 per trip, plus the current hourly rate for State Park Staff Site Support labor and fuel costs. DNCR, at its sole discretion, may waive these fees if it deems appropriate.

DOS-DESC will be held responsible for damage to DNCR land resulting from improper motorized access to the Premises by DOS-DESC, or its agents.

**Access contact:**

Mt. Washington State Park Manager (MWSP) (603) 466-3347  
Department of Natural and Cultural Resources (DNCR) Communications Bureau  
Administrator 603-271-2214

DOS-DESC shall notify DNCR forty-eight (48) hours before the start of work, or planned maintenance, at the site 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 provided to DNCR within twenty-four (24) hours.

Access Notifications should be made via phone or email to:

Communications Bureau Administrator  
NH Division of Forests and Lands  
172 Pembroke Road  
Concord, NH 03301  
Office: 603-271-2214  
Email: [CommunicationsProgram@dncr.nh.gov](mailto:CommunicationsProgram@dncr.nh.gov)

In the event that the DOS-DESC needs to conduct maintenance or repair work within the Premises, DNCR agrees to work cooperatively to allow such maintenance or repair activity to occur. DNCR and DOS-DESC agree to coordinate well in advance to ensure that such work can take place safely and in a timely fashion.

In the event of an extensive overhaul or replacement of the Yankee Building and/or communications infrastructure at the Premises the DNCR shall notify DOS-DESC at least 120 days before the start of such work to allow DOS-DESC to plan for and temporarily remove or relocate its facilities. Any temporary relocation of DOS-DESC's facilities must be approved in advance by DNCR.

In no event shall the DNCR be responsible for any interruption in service or inconvenience to DOS-DESC.

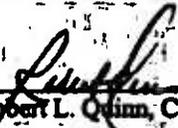
DOS-DESC agrees that the Director, Division of Forests and Lands, or any of his duly authorized agents, at any time may examine and inspect any and all property located and situated on and in the Mount Washington State Park Communication Site.

8. **Technical Requirements.** Equipment installation shall conform to 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 which is attached hereto as Exhibit B.
9. **Assignment.** DOS-DESC shall not assign its rights under the Agreement to any other third party without DNCR's prior written consent.
10. This Agreement shall be construed in accordance with the Laws of the State of New Hampshire
11. **Opt-Out.** Either DNCR or DOS-DESC may terminate this agreement in its entirety by providing the other party with a 90-day written notice. Such notice shall be deemed properly given upon the posting in the United States mail.  
  
Following notice of termination, DOS-DESC shall remove all equipment, personal property, fixtures, and appurtenances associated with the "Agreement, and repair any damage caused by its use of the Communications Site or from the removal of the equipment, personal property, fixtures, and appurtenances from the Premises. If such removal or repairs are not completed in 90 days after the date of notification of the termination, DNCR reserves the right, at the expense of DOS-DESC to complete the removal and repairs as necessary to the satisfaction of DNCR.
11. **Obligations.** The Parties agree that the obligations, agreements, and promises made under this Agreement are not intended to be legally binding on the Parties and are not legally enforceable.
12. **Disputes.** Disputes arising under this Agreement which cannot be resolved between the Parties shall be referred to the New Hampshire Department of Justice for review and resolution.
13. **Sovereign Immunity.** Nothing herein shall be construed as a waiver of sovereign immunity; such immunity being hereby specifically preserved.
14. The parties hereto do not intend to benefit any third parties and this Memorandum of Understanding shall not be construed to confer any such benefit.

15. In the event any of the provisions of this Memorandum of Understanding are held to be contrary to any state or federal law, the remaining provisions of this "Agreement will remain in full force and effect.
16. This Memorandum of Understanding, which may be executed in a number of counterparts, each of which shall be deemed an original constitutes the entire Memorandum of Understanding and understandings between the parties and supersedes all prior Memoranda of Understanding and understandings relating hereto.
14. **Notices** All notices, demands, requests and other communications required by the Agreement shall be in writing and shall be delivered to:
- (a) DNCR State of New Hampshire  
Department of Natural and Cultural Resources  
172 Pembroke Road  
Concord, New Hampshire 03301  
Attention: Sarah L. Stewart, Commissioner (or duly appointed successor)  
or at such other address of DNCR from time to time may have designated by written notice to DOS-DESC. Such notice shall be deemed properly given upon the posting in the United States mail.
  - (a) DOS-DESC:  
Department of Safety - Division of Emergency Services and Communications  
110 Smokey Bear BLVD  
Concord, NH 03305  
Attention: Mark Doyle, Director (or duly appointed successor)  
or at such other address as the DOS-DESC from time to time may have designated by written notice to the DNCR. Such notice shall be deemed properly given upon the posting in the United States mail.

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

**STATE OF NEW HAMPSHIRE - DOS-DESC**

Signed:  Date: 7/22/24  
Robert L. Quinn, Commissioner of Safety, Duly Authorized

**STATE OF NEW HAMPSHIRE - DNCR**

Signed:  Date: 9/5/2024  
Brian Wilson for Sarah Stewart  
Sarah L. Stewart, Commissioner of DNCR, Duly Authorized

**OFFICE OF THE ATTORNEY GENERAL**

The foregoing contract, having been reviewed by this office, is approved as to form, substance, and execution.

By:  Date: September 6, 2024  
Assistant Attorney General

**GOVERNOR AND COUNCIL OF NEW HAMPSHIRE**

On: \_\_\_\_\_, 20\_\_\_\_ Item #: \_\_\_\_\_

Signed: \_\_\_\_\_ Title: \_\_\_\_\_

**Exhibit A  
Equipment List**

**Description State/Asset Tag**

6FT RACK	S-32448
TADIRAN DC DISTRO	
WIREMOLD PDU	
EAS Kearsarge	S-60463
TRAK GPS	S-60282
Crown Broadcast	S-67714
VHF DUPLEXER (DNCR)	
GTR 8000 DNCR	DRED 3-004609
ARUBA LAN SW 01	S-61686
SDM 3000 ADV	S-61661
CCGW	S-61677
CISCO 2960X	
CISCO 3560CX	S-61914
GTR 8000 TROOP F	
GTR 8000 TROOP E	
VHF DUPLEXER	S-39132
APC UPS .6	S-61332
Duplexer Troop F	S-70587

6FT RACK	G-4762
TELECT POWER DISTRO CRICKET	
CERAGON PA MANN CH2	G-6962
CERAGON PA MANN CH1	G-6961
CERAGON PA WHITTIER CH2	G-4763
CERAGON PA WHITTIER CH1	G-4764
RF PATCH PANEL	
RACK MOUNT FAN	
CERAGON FIBEAIR IP-10	G-4765
CERAGON FIBEAIR IP-10	G-4766
CERAGON FIBEAIR IP-10	G-4767
CERAGON FIBEAIR IP-10	G-4768
CERAGON FIBEAIR IP-10	G-4769
CERAGON FIBEAIR IP-10	
CISCO ME3800	G-7158
TELECT PATCH PANEL	
CERAGON FIBEAIR IP-10	G-4876

6GT RACK	G-4859
CERAGON PA HOLDEN B	G-4860
CERAGON PA HOLDEN A	G-4861
CERAGON PA KANGTEK	
RF PATCH PANEL	
RACK MOUNT FAN	

GTR 8000 EAS	S-68277
Motorola MLC 8000	S-63600
APC UPS .7	S-66156

6FT RACK

ANDREWS COMPRESSOR	G-4831
ANDREWS COMPRESSOR	G-4826
SAGEON POWER PLANT	G-6963
CD TECH BATTERIES x12	

6FT RACK

PTP800	G-4540
PTP800	G-6359
TRIMM BREAKER DISTRO	
POWERSAFE BATTERIES x4	

5FT MOTO CABINET

GEIST PDU 10 PORT	
MOTOROLA QUANTAR LP NORTH	S-17260
MOTOROLA QUANTAR F&G	FG-27845
Duplexer LP	

Duplexer F&G

**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.**