



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  
nhdfi.dncr.nh.gov

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March 7, 2025

Her Excellency, Governor Kelly A. Ayotte  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Pursuant to RSA 227-H:9, Authorize the Department of Natural and Cultural Resources, Division of Forests and Lands to enter into a **Retroactive** Lease Agreement with New Hampshire Electric Cooperative, Inc. of Plymouth, New Hampshire for equipment and antenna space in designated areas at Mount Sunapee in Mount Sunapee State Park for a five (5) year period from December 5, 2023 thru December 4, 2028, effective upon Governor and Council approval.

Further authorize DNCR to accept annual rental amounts to be deposited into the following account, according to the table below:

03-035-035-351010-86820000-008-403073-COMMUNICATION SITES OPS

Fiscal Year	Class-Account-RG	Class-Account-Title	Annual Rent Amount
2024	008-403073-44	Agy - Income Mt Top Tower Fund	\$34,218.12
2025	008-403073-44	Agy - Income Mt Top Tower Fund	\$35,244.66
2026	008-403073-44	Agy - Income Mt Top Tower Fund	\$36,302.00
2027	008-403073-44	Agy - Income Mt Top Tower Fund	\$37,391.06
2028	008-403073-44	Agy - Income Mt Top Tower Fund	\$38,512.79
		<b>Total</b>	<b>\$181,668.63</b>

**EXPLANATION**

This request is **Retroactive** due to the length of time it took develop and receive approval for the pro-rating language required to add to the lease with the introduction of annual invoicing. In addition, this payment change had to be reviewed and approved by New Hampshire Electric Cooperative, Inc.

New Hampshire Electric Cooperative, Inc. is a corporation organized under the laws of the State of New Hampshire in good standing with the State of New Hampshire and is a tenant in good standing at Mount Sunapee. All installed communication equipment shall meet the guidelines set forth by DNCR's "Technical Requirements for the Use of Communication Sites" attached as Exhibit A to the agreement. It is their wish to continue operating from this location.

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

Respectfully submitted,

*Patrick D. Hackley*

Patrick D. Hackley  
Director, Division of Forests and Lands

*Brian J. Wilson*

Brian J. Wilson  
Director, Division of Parks and Recreation

Concurred,

*Sarah Stewart*

Sarah L. Stewart  
Commissioner

(SM)

**LEASE AGREEMENT  
 NEW HAMPSHIRE ELECTRIC COOPERATIVE, INC.  
 MOUNT SUNAPEE  
 MOUNT SUNAPEE STATE PARK  
 NEWBURY, NEW HAMPSHIRE**

<b>CRITICAL DATES / TERM / RENT</b> (for State use only)	
<b>DEFINITION</b>	<b>DATE</b>
<b>Term Effective Date: Governor and Council approval date</b>	
<b>Billing Commencement Date: beginning invoice date for rent owed, set by Lease terms to be monthly, quarterly, or annual</b>	December 5, 2023
<b>Term &amp; Initial Annual Rent: 5 years beginning at \$34,218.12, subject to an annual 3 % adjustment.</b>	

THIS LEASE AGREEMENT ("the Lease"), 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 New Hampshire Electric Cooperative, Inc., a corporation organized under the laws of the State of New Hampshire and having its place of business at 579 Tenney Mountain Highway, Plymouth, New Hampshire 03264-3154 ("the Lessee"). The State and the Lessee together shall be "the Parties".

NOW, THEREFORE the Parties agree as follows:

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

-WITNESSETH THAT-

**I. LEASED PREMISES**

the State, for and in consideration of the covenants and Agreements hereinafter contained and made on the part of the Lessee, does hereby Lease to the Lessee:

- a) Designated space at the 40, 70, 75 and 150 foot band levels on the existing 160 foot communication tower located at the summit of Mount Sunapee; and
- b) Designated floor space, not to exceed four (4) 19" equipment racks, in the basement of the Summit Building for the installation of equipment cabinets; and
- c) Also, the right to install and maintain non-overhead electric lines and cables from the communication tower to the Summit Building ; and
- d) Together with the right as appurtenant to the described premises and in common with the others entitled thereto to use the roadways, trails and ski lifts on Mount Sunapee as a means of passing and repassing from New Hampshire Route 103 to the summit for the transportation of equipment and personnel in connection with the installation, operation and maintenance of the authorized facilities.

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

## II. ENTRY AND USE OF LEASED PREMISES

The Lessee shall be permitted to enter and use the Leased Premises as a wireless communication site. The Lessee shall not be permitted to use the Leased 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 Lessee who seek access to the Property under the terms of the Lease and to deny access to the Property by certain individuals identified, if necessary.

The State shall be notified forty eight (48) hours before the start of work, or planned maintenance, at the Leased Premises during normal business hours, Monday through 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 after completion of such repairs.

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: (O) 603-271-2214  
Email: [CommunicationsProgram@dncr.nh.gov](mailto:CommunicationsProgram@dncr.nh.gov)

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

## III. AUTHORIZED FACILITIES

Please refer to Exhibit C of this lease for a list of authorized facilities.

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

## IV. ACCESS LIMITATION

The Sunapee Mountain Ski Area is being managed/operated by Mount Sunapee Resort. All access to the summit, communication tower and communication equipment room shall be coordinated with Mount Sunapee Resort. Chris Corless (603) 763-3580 or Jesse Clark (603) 763-3582 are the primary contacts and if they are not available please call the Mount Sunapee Resort main number (603)-763-3500.

Access to Mount Sunapee during operating seasons and normal business hours for personnel, hand tools and small (hand held) equipment shall be by the summit chair lift and will be provided by

Mount Sunapee Resort at no charge. Lessee, to the greatest extent possible, will schedule non-emergency access at dates and times that cause the least amount of conflict with public recreational use of the Sunapee Mountain facilities. Offseason and afterhours access shall be coordinated with and approved by Chris Carless or Shannon Duff and may be subject to a reasonable charge based on cost incurred by Mount Sunapee Resort for providing access service.

The Lessee will be held responsible for damage to State land resulting from improper motorized access to Mount Sunapee State Park by the Lessee or its agents.

**V. TERM**

The Lease shall be effective from December 5, 2023 through December 4, 2028 subject to the approval of the Governor and the Executive Council, unless sooner terminated in accordance with the provisions hereof.

**VI. BENEFICIAL SERVICES**

Not Applicable

**VII. RENT — OR CONSIDERATION**

Fiscal Year	Class-Account-RG	Class-Account-Title	Annual Rent Amount
2024	008-403073-44	Agy - Income Mt Top Tower Fund	\$34,218.12
2025	008-403073-44	Agy - Income Mt Top Tower Fund	\$35,244.66
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2028	008-403073-44	Agy - Income Mt Top Tower Fund	\$38,512.79
		<b>Total</b>	<b>\$181,668.63</b>

An Annual 3% escalator will be applied on July 1<sup>st</sup>.

Escalator Applied	3%	3%	3%	3%	3%
Month	2024	2025	2026	2027	2028
January	\$34,218.12	\$35,244.66	\$36,302.00	\$37,391.06	\$38,512.79
Total	\$34,218.12	\$35,244.66	\$36,302.00	\$37,391.06	\$38,512.79

The initial annual rent shall be Thirty-Four thousand two hundred eighteen dollars and twelve cents (\$34,218.12). This initial annual rent and subsequent annual rents shall be paid pursuant to a State issued invoice.

Payment should be made to the State or to such other person, firm or place as the State may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Section XXIII below.

Payment shall be by check made payable to "Treasurer, State of New Hampshire," delivered to Business Office, Department of Natural and Cultural Resources, 172 Pembroke Road, Concord, NH 03301.

Utilities payments shall be due to the State within thirty (30) days of the date of the State's invoice. Nonpayment within five (5) business days following notification by the State of Lessee's failure to pay utilities when due shall constitute a material breach of contract.

#### VIII. CONDITIONS TO ENTRY AND WORK ON THE LEASED PREMISES

The Lessee shall take precautions to minimize the impact of any work on the Property. The Lessee must coordinate any entry or activity on the Property in advance with the State's Communications Technician. The Lessee 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 Lessee shall be responsible for determining the location of all underground utilities prior to the commencement of any work. The Lessee, 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. Notwithstanding any other provisions in the Lease, the provisions of this Section shall survive the expiration or termination of the Lease. The Lessee shall restore the Property to its existing condition, reasonable wear and tear excepted, including removal of all its

equipment, and shall indemnify and hold harmless the State from all loss, costs, injury or damage to persons including death, or property arising out of the Lessee's employees, agents, assigns or contractor's actions with respect to entry upon the Property pursuant to this right of entry.

#### **IX. TAXES**

Unless otherwise exempt from these obligations, the Lessee shall pay, in addition to any other payments provided hereunder, all taxes and all fees, assessments and other costs or expenses now or hereafter imposed by any government authority, directly in connection with the Lessee's equipment or use of the Leased Premises. In addition, to the extent permitted by law, the Lessee shall pay that portion, if any, of the personal property taxes or other taxes directly attributable to the Lessee's equipment. Unless it is exempt from such taxation, the Lessee shall pay any increase in real estate taxes levied against the Leased Premises and the Lessee's equipment directly attributable to the Lessee's use and occupancy of the Lease Premises pursuant to the application of RSA 72:23 I, which provides for taxation of certain State properties used or occupied by persons or entities other than the State. If Lessee contends that it is exempt from such taxation, Lessee will provide the State with documentation substantiating the exemption upon the reasonable request of the State.

If required to by law, the Lessee shall make payment of such taxes, fees, and assessments to the State or such government authority as has invoiced taxes, fees, and assessments, within thirty (30) days of the date of invoice. Failure of the Lessee to pay the duly and legally assessed real estate and/or personal property taxes, fees and assessments when due shall be cause to terminate the Lease by the State provided written notice has been given the Lessee by the party assessing the tax and sixty (60) days have elapsed from the date of the receipt of notice by the Lessee and no payment has been made.

#### **X. RIGHT TO LEASE - COMPLIANCE WITH LAW**

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

#### **XI. QUIET ENJOYMENT-INSPECTION**

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

Provided however, the Lessee agrees that the State or any of its duly authorized agents may with reasonable notice to the Lessee, inspect any and all the Lessee Property located on the Leased Premises during usual business hours; and

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

#### **XII. MUTUAL NON-INTERFERENCE - CONFLICTS WITH RECREATIONAL USERS**

The Lessee agrees to install radio equipment of the type and frequency which will not cause

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

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 Lessee. 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 Lessee; however, the Lessee 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 Lessee'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 Lessee 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**

The Lessee may not assign or transfer its rights under the Lease or sublease any portion of the Leased 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 Lessee, the State shall have the option of continuing the Lease or terminating with ninety (90) days notice to the Lessee.

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

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 "A".

### **XV. INDEMNIFICATION-LIABILITY INSURANCE**

The Lessee shall indemnify and save the State harmless from any and all costs, claims, loss, damage, damages, liability, demands and suits of any kind, by whomever brought, that may in whole or in part arise from or be caused by:

- a) The operation, maintenance, use or occupation of the herein Leased Premises by the Lessee;  
or
- b) The acts, omissions or gross negligence of the Lessee, its agents, officers, employees or

- c) The failure of the Lessee to observe and abide by any of the terms or conditions of the Lease or any applicable law, ordinance, rule, or regulation. The obligation of the Lessee to so relieve the State shall continue during any period of occupancy or of holding over by the Lessee, its agents, officers, or employees beyond the expiration or other termination of the Lease.

However, nothing in this paragraph shall require the Lessee to indemnify the State against the willful or negligent actions by the State.

The Lessee shall, during the full term of the Lease, at the expense of the Lessee, carry commercial general liability insurance providing either combined single limit of not less than two Million Dollars (\$2,000,000) or not less than Five Hundred Thousand Dollars (\$500,000) per person and Two Million Dollars (\$2,000,000) per occurrence which shall protect both of the Parties against all claims for personal injury, death, and property damage and certificates thereof shall be delivered to the State within ten (10) days after the date of execution of the Lease, and thereafter at least thirty (30) days prior to expiration of the effective policy. The Lessee shall name the State as an additional insured on said insurance policy.

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

The Lessee must demonstrate compliance with, or exemption from compliance with, applicable workers' compensation statutes, including RSA 281-A and any other applicable laws or rules.

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

All property of every kind installed by the Lessee on the Leased Premises shall be at the sole risk of the Lessee and the State shall not be liable to the Lessee or any other person for any injury, loss, damage, or inconvenience occasioned by any cause whatsoever to Lessee installed property. The Lessee shall be responsible for maintaining appropriate property insurance for its interest in the Leased 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 Lessee 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 Lessee shall, at its option, have the right to erect suitable temporary structures to effectuate the broadcast of the signal of the Lessee. If the State elects not to rebuild the Equipment Building then the Lessee may, at its option, elect either to terminate the Lease 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 Lessee 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 Lessee at the Property for its sole benefit shall be at the expense of the Lessee, and subject to prior written approval by the State. During the term of the Lease, the Lessee will maintain such improvements installed by the Lessee 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 Lessee 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 Lessee to use the Property is contingent upon its obtaining, after the execution date of the Lease, 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 Lessee of the Property as contemplated by the Lease. The State shall cooperate with the Lessee 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 Lessee. In the event that any of such applications should be finally rejected or any certificate, permit, license or approval issued to the Lessee is canceled, expires, lapses, or is otherwise withdrawn or terminated by the relevant Governmental Authority, or, in the event that the Lessee determines that the Property site is no longer technically compatible for the use contemplated by the Lease, or that the Lessee, in its sole discretion, will be unable to use the Property for its intended purposes, the Lessee shall have the right to terminate the Lease subject to 90-day written notice to the State. Notice of the exercise by the Lessee of its right to terminate shall be given to the State in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by the Lessee. All rentals paid to said termination date shall be retained by the State. Upon such termination, the Lease shall become null and void and, except as expressly provided in the Lease, the parties shall have no further obligations including the payment of money, to each other. The Lessee shall remove any and all of its property from the Property prior to termination of the Lease under this paragraph.

#### **XIX. CONDITIONS - RENT ABATEMENT**

The obligations of the Lessee hereunder, including the obligations to pay rent, are expressly conditioned upon and subject to the following:

- a) The continued authorization of the Lessee to use the Facilities for the purposes intended by the Lessee pursuant to all necessary approvals from Governmental Authorities relating to such use; and
- b) The continued retention by the State of good, clear, and marketable title to the Property underlying the Leased Premises, and such title remaining free from encumbrances and restrictions which would interfere with the use of the Leased Premises intended by the Lessee or would impair the ability of the Lessee to pledge the leasehold estate as collateral to secure debt financing.

If any of the foregoing conditions should fail to remain satisfied, the Lessee 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. LEASE RUNNING WITH THE LAND**

The covenants, terms, conditions, provisions and understandings in the Lease 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 Lease expresses the entire agreement between the Parties, and supersedes all prior understandings.

**XXII. NOTICES**

All notices, demands, requests and other communications required by the Lease 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, NH 03301  
Attn: Administrator, Communications Bureau

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

- b) The Lessee:  
New Hampshire Electric Cooperative, Inc.  
579 Tenney Mountain Highway  
Plymouth, NH, 03264-3154  
Attn: Robert Armstrong, Communications System Supervisor (or designee)  
Phone: (603) 536-8811

or at such other address as the Lessee 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 Lease may be modified or amended by written agreement between the Lessee and the State. The Lease is to be construed according to the laws of New Hampshire, 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 Lease 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 Lease or any application thereof shall be invalid or unenforceable, the remainder of the Lease 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 LEASE**

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

**XXVIII. DEFAULT - THE LESSEE'S RIGHT TO CURE - TERMINATION - RESTORATION**

In the event there is a default by the Lessee with respect to any of the provisions of the Lease or its obligations under it, including the payment of rent, the State shall give the Lessee written notice of such default. After receipt of such written notice, the Lessee 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 Lessee 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 Lessee 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 Lessee unless and until the Lessee has failed to cure the same within the time periods provided in this paragraph. The failure of the Lessee to act to cure the default within the specified time periods shall be just cause for termination of the Lease.

The Lessee shall have the unilateral right to terminate the Lease at any time by giving ninety (90) day written notice to the State of the exercise by the Lessee 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 Lessee that a 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 Lessee shall not be entitled to any damages as a result of any such termination.

In the event of a termination by either party the Lessee shall be obligated to pay Rent for the period up to, but not including, the Termination Date as prorated by the State. The State shall return to

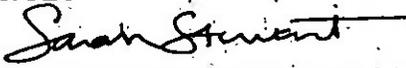
**Lessee prepaid rent (if any) allocable to any period on or after the Termination Date.**

**The Lessee, upon termination of the Lease, 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 Leased Premises or the removal of its equipment, reasonable wear and tear excepted. If such time for removal causes the Lessee to remain on the Leased Premises after termination of the Lease, the Lessee 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 Lease to be executed the day and year first above written.

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

By:  3/7/25  
Sarah L. Stewart Date  
Commissioner

**NEW HAMPSHIRE ELECTRIC COOPERATIVE, INC.**

By:  7/16/24  
Sonja Gonzalez Date  
CIO/Vice President of Information Technology  
Duly Authorized

Approved as to form, substance and execution

Date March 7, 2025

By:   
Nathan W. Kenison-Marvin  
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 Technical Requirements for Use of Communication Sites revised 7/24/2017
- "B" Notice of Lease
- "C" Equipment List

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 "B"**

**Notice of Lease**

Notice of the following Lease is hereby given in accordance with the provisions of RSA 227-H:10. Furthermore, in accordance with RSA 72:23,I(b)(4), failure of the lessee to pay the duly assessed personal and real estate taxes when due shall be cause to terminate said lease or agreement by the lessor.

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

**LESSEE:** NEW HAMPSHIRE ELECTRIC COOPERATIVE, INC., a corporation organized under the laws of the State of New Hampshire and having its place of business at 579 Tenney Mountain Highway, Plymouth, New Hampshire 03264-3154

**TERM EFFECTIVE DATE:** December 5, 2023

**DESCRIPTION:** Communications Lease at Mount Sunapee State Park --Newbury , 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 at the 40, 70, 75 and 150 foot band levels on the existing 160 foot communication tower located at the summit of Mount Sunapee; and
- b) Also designated floor space , not to exceed four (4) 19" equipment racks, in the basement of the Summit Building for the installation of equipment cabinets; and
- c) Also, the right to install and maintain non-overhead electric lines and cables from the communication tower to the Summit Building ; and
- d) Together with the right as appurtenant to the described premises and in common with the others entitled thereto to use the roadways, trails and ski lifts on Mount Sunapee as a means of passing and repassing from New Hampshire Route 103 to the summit for the transportation of equipment and personnel in connection with the installation, operation and maintenance of the authorized facilities.

**TERM:** One (1) five (5) year

**RIGHTS OF EXTENSION OR RENEWAL:** None

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

LESSOR:

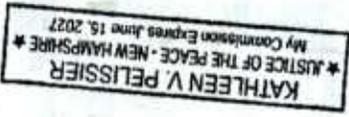
STATE OF NEW HAMPSHIRE  
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES

By: *Sarah L. Stewart*  
Sarah L. Stewart  
Commissioner

STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of March, 2025, by Sarah L. Stewart, in her capacity as Commissioner of the Department of Natural and Cultural Resources.

*Kathleen Pelissier*  
NOTARY PUBLIC/JUSTICE OF PEACE  
My Commission expires: 6/15/27



LESSEE:

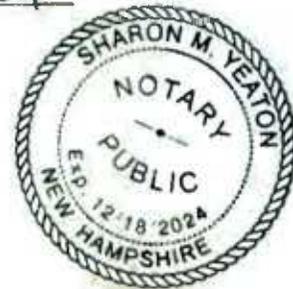
NEW HAMPSHIRE ELECTRIC COOPERATIVE, INC.

By: *Sonja Gonzalez*  
Sonja Gonzalez  
CIO/Vice President of Information Technology  
Duly Authorized

THE STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK

On this 26<sup>th</sup> day of December, 2023, before me, the undersigned officer, personally appeared, who acknowledged to be Sonja Gonzalez, CIO/Vice President of Information Technology, 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.

*Sharon M. Yeaton*  
NOTARY PUBLIC/JUSTICE OF PEACE  
My Commission expires: 12/18/24



**EXHIBIT C****EQUIPMENT INVENTORY****Mt Sunapee  
Site****New Hampshire Electric Cooperative  
Organization****(603) 536-8811  
Contact Phone #****TOWER MOUNTED EQUIPMENT:  
(Antenna Make, Model, Feed-line Type)  
(Tower Make, Model and height)****LOCATION:  
(Mounted Elevation and Bearing on  
Structure)****Rohn 160 ft self-supporting tower**

Description	Make / Model	Feedline Type	Mounted location	Bearing	Comment
Microwave Dish to Mt Kearsarge, Warner NH	RFS / SU6-107B	Elliptical waveguide RFS E105	45ft CL, E leg	66° T	W/Ice shield
Microwave Dish to Mt Ascutney Windsor Vt	RFS / DA6-59BC	Elliptical waveguide RFS E60	70' CL, NW leg	295° T	Shares Ice Shield w/Dish to Sunapee office
Microwave Dish to Sunapee Office	RFS / SU3-107A	Elliptical waveguide RFS E105	78' CL, NW leg	328° T	W/Ice shield
Advanced Metering Infrastructure (AMI)	Decibel / DB-411-B	7/8" rigid coax	159' to tip, S leg	225° T	

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

Description	Make / Model	S/N	TX/RX Frequencies	FCC Call sign	Location
Microwave Radios	6 ea. Ceragon / IP-10G with HP RFU's	F221E00038 F221F00080 F221H00017 F221H00478 F221G00069 F221N00075	11405.00 MHz / 10915.00 MHz 6034.15 MHz / 6286.19 MHz 10855.00 MHz / 11345.00 MHz	WQMI800	Cab 1 & 2
Microwave Dehydrator	1 ea. Andrew / MR050	N/A	N/A	N/A	Wall shelf
Site Monitor	1 ea. NetGuardian / 420	25187	N/A	N/A	Cab 2
Advanced Metering Infrastructure	1 ea. CalAmp / Viper SC	629049	459.450 MHz (TX&RX)	WQQF425	Cab 2
48 VDC power system	C&D Technology / Sageon Micro	N/A	N/A	N/A	Rack

Robert Ametorg

Signed:

12/27/2023

Date:

579 Tenney Mountain Highway, Plymouth NH 03264

Address:

(603) 536-8811  
Phone Number

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

**Copy of FCC Licenses and ASR #**



**Federal Communications Commission**  
Wireless Telecommunications Bureau

**RADIO STATION AUTHORIZATION**

LICENSEE: NEW HAMPSHIRE ELECTRIC COOPERATIVE

ATTN: TELECOMMUNICATIONS ADMINISTRATOR  
NEW HAMPSHIRE ELECTRIC COOPERATIVE  
579 TENNEY MOUNTAIN HIGHWAY  
PLYMOUTH, NH 03264

<b>Call Sign</b> WQMI800	
<b>File Number</b> 0009155192	
<b>Radio Service</b> MG - Microwave Industrial/Business Pool	
<b>SMSA</b>	<b>Station Class</b> FXO

FCC Registration Number (FRN): 0003666435

<b>Grant Date</b> 07-22-2020	<b>Effective Date</b> 07-22-2020	<b>Expiration Date</b> 08-18-2030	<b>Print Date</b> 07-22-2020
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**LOCATION**

**Fixed Location Address or Area of Operation:**  
2 MI WEST OF NEWBURY ON MOUNT SUNAPEE  
City: NEWBURY County: MERRIMACK State: NH

Loc No.	Location Name	Latitude	Longitude	Elevation	Antenna Structure Registration No.
001	MT SUNAPEE	43-18-49.0 N	072-04-28.0 W	830.9	1034456
002	MT ASCUTNEY	43-26-37.5 N	072-27-16.3 W	950.0	
003	MT KEARSARGE	43-23-00.0 N	071-51-24.0 W	887.0	
004	SUNAPEE OFC	43-22-31.3 N	072-07-42.4 W	281.0	

**FREQUENCY PATHS**

Frequency (MHz)	Tot (%)	Emission Desig	EIRP (dBm)	Constr Date	Path No	Seg	Emit Loc No	Ant Hgt (m)	Gain (dBi)	Beam (deg)	POL	AZIM (deg)	Rec Loc No	Rec Call Sign
Reflector Ht(m)xWd(m)														
6034.15	0.00100	10M0D7W	67.700	01-27-2013	001	1	001	21.3	39.0	1.9	H	295.3	002	WQMI787
11405.0	0.00100	10M0D7W	66.800	02-18-2012	002	1	001	13.7	44.0	1.0	V	66.2	003	WQMI783
10855.0	0.00100	10M0D7W	58.800	02-18-2012	003	1	001	23.8	37.6	2.0	V	327.5	004	WQMI786
6034.15	0.00100	10M0D7W	67.700	01-27-2013	001	1	001	21.3	39.0	1.9	H	295.3	002	WQMI787
11405.0	0.00100	10M0D7W	66.800	01-28-2013	002	1	001	13.7	44.0	1.0	V	66.2	003	WQMI783

**Conditions:**

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

Licensee Name: NEW HAMPSHIRE ELECTRIC COOPERATIVE

Call Sign: WQM1800

File Number: 0009155192

Print Date: 07-22-2020

Frequency (MHz)	Tol (%)	Emission Desig	EIRP (dBm)	Constr Date	Path No	Seg	Emit Loc No	Ant Hgt (m)	Gain (dBi)	Beam (deg)	POL	AZIM (deg)	Rec Loc No	Rec Call Sign
									Reflector					
									Ht(m)xWd(m)					
10855.0	0.00100	10M0D7W	58.800	01-28-2013	003	1	001	23.8	37.6	2.0	V	327.5	004	WQM1786
6034.15	0.00100	10M0D7W	65.700	11-07-2014	001	1	001	21.3	39.0	1.9	H	295.3	002	WQM1787
6034.15	0.00100	10M0D7W	65.700	11-07-2014	001	1	001	21.3	39.0	1.9	H	295.3	002	WQM1787
6034.15	0.00100	10M0D7W	68.700	11-07-2014	001	1	001	21.3	39.0	1.9	H	295.3	002	WQM1787
6034.15	0.00100	10M0D7W	68.700	11-07-2014	001	1	001	21.3	39.0	1.9	H	295.3	002	WQM1787
6034.15	0.00100	10M0D7W	68.700	11-07-2014	001	1	001	21.3	39.0	1.9	H	295.3	002	WQM1787
6034.15	0.00100	10M0G7W	68.700	11-07-2014	001	1	001	21.3	39.0	1.9	H	295.3	002	WQM1787
11405.0	0.00100	10M0D7W	64.800	11-07-2014	002	1	001	13.7	44.0	1.0	V	66.2	003	WQM1783
11405.0	0.00100	10M0D7W	64.800	11-07-2014	002	1	001	13.7	44.0	1.0	V	66.2	003	WQM1783
11405.0	0.00100	10M0D7W	66.800	11-07-2014	002	1	001	13.7	44.0	1.0	V	66.2	003	WQM1783
11405.0	0.00100	10M0D7W	67.800	11-07-2014	002	1	001	13.7	44.0	1.0	V	66.2	003	WQM1783
11405.0	0.00100	10M0D7W	67.800	11-07-2014	002	1	001	13.7	44.0	1.0	V	66.2	003	WQM1783
11405.0	0.00100	10M0G7W	67.800	11-07-2014	002	1	001	13.7	44.0	1.0	V	66.2	003	WQM1783
10855.0	0.00100	10M0D7W	56.800	11-07-2014	003	1	001	23.8	37.6	2.0	V	327.5	004	WQM1786
10855.0	0.00100	10M0D7W	56.800	11-07-2014	003	1	001	23.8	37.6	2.0	V	327.5	004	WQM1786
10855.0	0.00100	10M0D7W	58.800	11-07-2014	003	1	001	23.8	37.6	2.0	V	327.5	004	WQM1786
10855.0	0.00100	10M0D7W	59.800	11-07-2014	003	1	001	23.8	37.6	2.0	V	327.5	004	WQM1786
10855.0	0.00100	10M0D7W	59.800	11-07-2014	003	1	001	23.8	37.6	2.0	V	327.5	004	WQM1786
10855.0	0.00100	10M0G7W	59.800	11-07-2014	003	1	001	23.8	37.6	2.0	V	327.5	004	WQM1786

Waivers/Conditions:

NONE



**Federal Communications Commission**  
**Wireless Telecommunications Bureau**  
**RADIO STATION AUTHORIZATION**

LICENSEE: NEW HAMPSHIRE ELECTRIC COOPERATIVE, INC.

NEW HAMPSHIRE ELECTRIC COOPERATIVE, INC.  
 579 TENNEY MTN HWY  
 PLYMOUTH, NH 03264

<b>Call Sign</b> WQQF425	<b>File Number</b> 0010135338
<b>Radio Service</b> CP - Part 22 VHF/UHF Paging (excluding 931MHz)	

FCC Registration Number (FRN): 0003666435

<b>Grant Date</b> 03-21-2023	<b>Effective Date</b> 03-21-2023	<b>Expiration Date</b> 08-28-2032	<b>Print Date</b> 03-22-2023
<b>Market Number</b> BEA003	<b>Channel Block</b> GR	<b>Sub-Market Designator</b> 4	
<b>Market Name</b> Boston-Worcester-Lawrence-Lowe			
<b>1st Build-out Date</b>	<b>2nd Build-out Date</b>	<b>3rd Build-out Date</b>	<b>4th Build-out Date</b>

**Waivers/Conditions:**  
 NONE

**Conditions:**

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

This license may not authorize operation throughout the entire geographic area or spectrum identified on the hardcopy version. To view the specific geographic area and spectrum authorized by this license, refer to the Spectrum and Market Area information under the Market Tab of the license record in the Universal Licensing System (ULS). To view the license record, go to the ULS homepage at <http://wireless.fcc.gov/uls/index.htm?job=home> and select "License Search". Follow the instructions on how to search for license information.

**Licensee Name:** NEW HAMPSHIRE ELECTRIC COOPERATIVE,

**Call Sign:** WQQF425

**File Number:** 0010135338

**Print Date:** 03-22-2023

**700 MHz Relicensed Area Information:**

<b>Market</b>	<b>Market Name</b>	<b>Buildout Deadline</b>	<b>Buildout Notification</b>	<b>Status</b>
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**State of New Hampshire**  
**Department of State**

RECEIVED AUG 01 2024

**CERTIFICATE**

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that NEW HAMPSHIRE ELECTRIC COOPERATIVE, INC. is a New Hampshire Consumer Cooperative registered to transact business in New Hampshire on July 19, 1939. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 14410  
Certificate Number: 0006737904



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 17th day of July A.D. 2024.

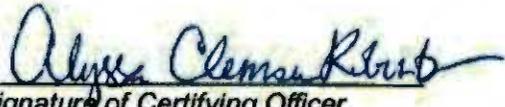
A handwritten signature in black ink, appearing to read "D. Scanlan".

David M. Scanlan  
Secretary of State

## Certificate of Authority

I, Alyssa Clemesen Roberts, of New Hampshire Electric Cooperative, Inc. do hereby certify that Sonja Gonzalez is authorized to execute any documents that may be necessary to enter into contracts with the State of New Hampshire for leases related to telecommunications facilities at Mount Belknap, Mount Sunapee, and Kearsarge Mountain.

In witness whereof, I have hereunto set my hand as the President/CEO of New Hampshire Electric Cooperative, Inc., this 16<sup>th</sup> day of July 2024.



*Signature of Certifying Officer*

## Notarization

State of New Hampshire

County of Grafton

On July 16, 2024, before me, Maida J. Lessard, the undersigned officer, personally appeared Alyssa Clemesen Roberts who acknowledged him/herself to be the President/CEO of New Hampshire Electric Cooperative, Inc. and that she/he, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.



  
Justice of the Peace

Commission Expires: 6/16/2026



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