



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

172 Pembroke Road Concord, New Hampshire 03301
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August 14, 2025

Her Excellency, Governor Kelly A. Ayotte
And the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Natural and Cultural Resources, Division of Forests and Lands (DNCR) to enter into a License Agreement (License) with Consolidated Communications, White River Junction, VT, to occupy and use a utility corridor within Greenfield State Park in the Town of Greenfield, NH for a period of ten (10) years, compatible with the law and regulations applicable to the Land and Water Conservation Fund (LWCF Act – 54 U.S.C. Section 200305 and Regulations – 36 C.F.R. Part 59) to which Greenfield State Park is subject to, effective upon Governor and Council approval. No State Funds Required.

EXPLANATION

Electrical and communications utility infrastructure have crossed through portions of Greenfield State Park since at least 1960, providing services to State-managed structures within the park. The utilities currently service the park with overhead lines. The State desires to upgrade the services with newer and updated infrastructure which includes burying the lines to improve reliability and enhance the aesthetic.

This License will allow Consolidated Communications to enter the park to maintain the new infrastructure that will be installed under a contract that was approved by Governor and Council at the April 12, 2023, meeting, Item # 90A. The new utility corridor location was selected to be unobtrusive to park users and was developed following many months of discussions between DNCR and Consolidated Communications. This is a non-exclusive License and companies that wish to provide communications services to the park will be required to enter into a separate license agreement with DNCR, with Governor and Executive Council approval.

DNCR has determined that the vendor is in good standing with the Secretary of State’s Office, has secured the required levels of insurance, and has provided evidence of authority to execute and be bound by the contract. Documents supporting these assertions are available at the agency, for review upon request.

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

Respectfully submitted,

Patrick D. Hackley, Director
Forests and Lands

Concurred,

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

**USE AND OCCUPANCY LICENSE
FOR UTILITY CORRIDOR and INFRASTRUCTURE**

GREENFIELD STATE PARK, GREENFIELD NH

This license agreement (the License), to be made effective upon approval by the Governor & Executive Council of the State of New Hampshire, is hereby agreed to by and between Consolidated Communications, with a business address of 119 Gates Street, White River Junction, VT, 05001 (CCI or the Licensee) and the State of New Hampshire, Department of Natural and Cultural Resources (DNCR or the State), with a business address of 172 Pembroke Road, Concord, NH 03301, hereinafter collectively referred to as the Parties.

WHEREAS the State is the owner of land located in Greenfield, NH known as Greenfield State Park (the Park); established on July 4, 1964;

WHEREAS the State and CCI collectively wish to improve communication connectivity at Greenfield State Park as shown on a plan labeled “ARPA-Greenfield State Park Improvements, 973 Forest Road, Greenfield, New Hampshire, “Overall Water Plan” Sheet C1.01 and dated 11-16-2023 available at DNCR, Concord Office;

WHEREAS, the State has requested Public Service of New Hampshire, d.b.a. Eversource Energy, to construct, occupy, and maintain utility infrastructure in allocation within the campground area of the Park as shown on a plan labeled “Greenfield State Park Improvements, 973 Forest Road, Greenfield, New Hampshire, NHDPW” Sheet ES-2 and dated 9-14-2023 (and available at DNCR, Concord Office) and to operate and maintain the associated utility corridor to provide safe and reliable electrical service to the Park;

WHEREAS, CCI wishes to utilize the same corridor to provide service to the following points in the Park: the Manager’s House on Maintenance Rd; the Maintenance Shop on Maintenance Rd; the Administration Building on Campground Rd; a Payphone at the Administration Building on Forest Rd; a new pedestal near the base of P901A/1 to tie in existing buried cable to Administration building and Pay phone; and the Toll Station on Beach Road. Also, a separate line to the Vending Store at the day use beach. The final location of the property subject to this License shall be determined by the location of the facilities as installed whenever installed and to operate and maintain the associated infrastructure to provide safe and reliable communication service to the Park; and

WHEREAS, the State has determined that granting the License is compatible with the law and regulations applicable to the Land and Water Conservation Fund (LWCF) (LWCF Act – 54 U.S.C. Section 200305 and Regulations – 36 C.F.R. Part 59), to which the Park is subject and will allow the public to continue recreating in this area.

NOW THEREFORE, the State hereby grants to CCI this revocable, non-exclusive License within and over or under the Park within a corridor measuring approximately 10 feet to either side of the installed

conduits, inclusive of guying anchors outside of the defined area, as shown in a plan labeled “Greenfield State Park Improvements, 973 Forest Road, Greenfield , New Hampshire, NHDPW” Sheet ES-2 and dated 08-15-2023 available at DNCR, Concord Office, subject to the following terms and conditions.

1. Unless sooner terminated as provided herein, the term of this License is 10 years commencing upon approval of the Governor and Executive Council. Said License shall expire automatically at the end of the term.
2. The License constitutes only a revocable, non-exclusive license to occupy and maintain the Licensed Area for the limited purposes described in the License during the term of the License.
3. The State and CCI understand and agree that any fees or payment by CCI for utilization of the Licensed Area is waived for the term of this License. The State reserves the right to consider applicable fees for use and occupancy of the Licensed Area in subsequent License terms, if deemed appropriate by the State at that time.
4. CCI agrees to comply with applicable statutes or rules in regard to State Parks and Forests, other applicable laws and regulations, and the terms and conditions set forth in the License.
5. CCI’s maintenance of the infrastructure contained within the Licensed Area may necessitate access over portions of the Park outside the Licensed Area, and such access shall be authorized separately by the State and is not granted by this License.
6. CCI may not deviate from the approved Licensed Area in its operation and maintenance of the corridor as shown in all three of the aforementioned plans. If CCI determines that it needs to use and/or occupy State lands not specifically described in this License for the operation and maintenance of the corridor, or for any other purpose, then CCI must submit a written request to the State for authorization to use and/or occupy the additional area. After considering CCI’s request, the State, in its sole discretion, may authorize the use and/or occupancy of the additional area by amending this License or by issuing a new license that includes such terms and conditions as the State deems appropriate. In its sole discretion, the State may also deny any such request from CCI.
7. Once the Licensed Area is operational with all construction and restoration activities complete, CCI must remove all of its facilities and equipment from the vacated alignment and restore the vacated alignment to as good a condition as its pre-License condition in accordance with good utility practice. Any CCI facilities or equipment not removed within 12 months of the Licensed Area being operational will be deemed abandoned and will be disposed of in accordance with applicable federal and state law. In that event, CCI will be liable to the State for all of the State’s costs in disposing of the facilities or equipment and restoring the vacated alignment.
8. CCI may operate and maintain its facilities and equipment in the Licensed Area, consistent with the aforementioned plan “Greenfield State Park Improvements, 973 Forest Road, Greenfield, New Hampshire, NHDPW” Sheet ES-2 and dated 09-14-2023, available at DNCR, Concord Office.

9.. Authorized vegetative management shall consist of tree trimming and brush removal performed as necessary to protect installed infrastructure and as approved by the Park Manager.

10. In order to continue to use or occupy the Licensed Area beyond the initial term without interruption, CCI must submit to the DNCR Commissioner a written request for a new license, in accordance with then-existing DNCR regulations and policies, at least 6 months before the expiration date of this License. The State, in its sole discretion, may issue a new license for the use and occupancy of the Licensed Area that includes such terms and conditions as the State deems appropriate. CCI hereby acknowledges that reauthorization is not guaranteed or otherwise promised, and CCI further acknowledges that it does not have a preferential right to reauthorization as a result of the State granting it this License. If such a request for a new license is denied by the State, CCI shall restore the Licensed Area in accordance with the provisions for restoration under Paragraph 29.

11. At any time during the term of this License the State, in its sole discretion, may, without incurring any liability whatsoever, terminate all or any part of the License, provided, however, that the State shall exercise its best efforts to accommodate CCI at another location in the Park to ensure the continuity of service to CCI's customers. If the State terminates the License before the License expires by its own terms, then the State will provide CCI 30 days advance written notice of the termination, including the reasons for the termination, whereupon CCI shall perform restoration of the Licensed Area in accordance with Paragraph 29.

12. At any time during the term of this License, if CCI fails to use or occupy the Licensed Area for a period of 6 months, then the State, in its sole discretion, may deem the Licensed Area abandoned and shall notify CCI in writing of such determination and of CCI's obligations to restore the Licensed Area in accordance with Paragraph 29 hereof. Should CCI fail to restore within 6 months following such notice, CCI will be responsible for reimbursing the State for any and all of costs to secure and restore the Licensed Area that the State reasonably incurs.

13. The License may be amended only by a written instrument executed by the State and CCI.

14. CCI may not transfer or assign the License to another party without obtaining the State's prior written approval.

15. CCI is responsible for ensuring that its officers, employees, representatives, agents, contractors, and subcontractors are familiar with the License and comply with its terms and conditions. All persons working for or on behalf of CCI in any capacity within the Licensed Area must carry a copy of the License.

16. CCI must provide the State with current contact information (company address, points of contact, telephone numbers, email addresses, etc.) for both routine and emergency communications.

17. CCI must notify the State in writing at least 5 business days before conducting any maintenance or non-emergency repair work within the Licensed Area. The written notice must describe the location of

the proposed work, the equipment to be used, and the size of work crews anticipated to be working in the Park. The State may require an on-site meeting before any maintenance or non-emergency repair work commences and may assign a site monitor to be present during such work. Except in emergencies, all work in the Licensed Area must be conducted during the Park's normal business hours, sunrise to sunset. To respond to an emergency, CCI may enter the Licensed Area at other times to conduct repair work after notifying the State by calling the Park's Regional Supervisor.

18. CCI must erect and maintain appropriate warning signs, barricades, or other warning devices during all periods when it is working within the Licensed Area, including periods of maintenance or repair.

19. The State may enter and inspect the Licensed Area at any time without providing prior notice to the Licensee.

20. If necessary to protect Park resources or visitors, the State may require CCI to suspend its activities in the Licensed Area or to relocate or remove its facilities or equipment as detailed in paragraph 29; provided that if the State determines that CCI must relocate or remove its facilities or equipment, the State will exercise its best efforts to accommodate CCI at another location in the Park. The State shall exercise its best efforts to provide CCI with as much prior notice of any suspension or relocation as possible and the parties agree to work in good faith to: timely document new license rights and such other approvals as may be required to support any relocated service; secure reimbursement from customers for the cost of such relocation; and coordinate equipment removal, relocation and/or construction to ensure the continuity of service to CCI's customers.

21. Notwithstanding the issuance of the License, the State may: (a) establish trails, roads, or other improvements across, over, on, or through the Licensed Area for use by the State, by Park visitors, or by others; and (b) authorize its contractors or other licensees to use and/or occupy the Licensed Area at the same time that CCI is using and/or occupying it, provided such use does not interfere with CCI's ability to construct, access, operate and/or maintain CCI's facilities and equipment.

22. CCI may not allow another party to co-locate equipment on CCI's infrastructure without obtaining the State's prior written approval. As a condition of such approval, the State reserves the right to require the co-locator to request and obtain a separate Use and Occupancy License from the State.

23. CCI must keep the Licensed Area clean and free of litter or other debris related to its work at all times.

24. Except as expressly authorized by the License or subsequently approved in writing through a Special Use Permit issued by the State, CCI may not move, remove, alter, damage, or destroy any Park resources within the Licensed Area or the Park. As directed by the State, CCI must take all reasonable measures to avoid or minimize and mitigate damage to Park resources.

25. CCI may not use pesticides or herbicides on the Park lands without obtaining the State's prior written approval.

26. CCI must take reasonable precautions and follow industry best practices to prevent and suppress fires resulting from CCI's activities under the License.

27. To the extent practical, within 4 hours after damage or disruption occurs, CCI must either: (a) repair or restore any utilities within the Park that are damaged or disrupted as a result of the CCI's activities under the License; or (b) present an appropriate plan of action to the State

28. Within 3 months after the expiration or termination of this License, CCI must remove all of its facilities and equipment from the Licensed Area and restore the Licensed Area to as good a condition as its pre-License condition in accordance with good utility practice. Prior to restoration activity, CCI shall submit a restoration plan to the State for review and approval, which shall address among other things promotion of growth of vegetative species native to the Park and removal of invasive species, as necessary. Any CCI facilities or equipment not removed within that time will be deemed abandoned and will be disposed of in accordance with applicable law. In that event, CCI will be liable to the State for all of its costs in disposing of the facilities or equipment and restoring the Licensed Area. This agreement may be extended in writing if both parties mutually agree upon all terms and conditions.

29. CCI shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, commercial general liability insurance coverage in the following minimum amounts: a) One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. The policy described herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Dept. of Insurance and issued by insurers licensed in the State of New Hampshire. CCI shall identify the State, DNCR as the Certificate Holder and additional insured. Before the DNCR Commissioner executes this License, CCI must provide the DNCR with a copy of its certificate of insurance showing the required coverage. CCI shall also furnish to the State certificates of insurance for all renewals no later than ten (10) days prior to the expiration date of each insurance policy. The certificates of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

30. By executing this agreement, CCI agrees, certifies and warrants that it is in compliance with or exempt from the requirements of NH. RSA chapter 281-A ("Workers' Compensation"). To the extent that CCI is subject to the requirements of NH RSA chapter 281-A, it shall maintain, and require any subcontractor or assignee to secure and maintain payment of Workers' Compensation in connection with activities which the person or entity proposes to undertake pursuant to this License. CCI shall furnish the State with proof of Workers' Compensation in the manner described in NH RSA chapter 281-A and any applicable renewals thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for CCI, which might arise under applicable State of NH Workers' Compensation laws in connection with the activities under this License.

31. Where applicable, in accordance with RSA 72:23,I(b), this agreement is made between the

Parties subject to the condition that CCI shall pay all properly assessed real and personal property taxes relating to the improvements within the Licensed Area. Failure of CCI to pay such duly assessed personal and real taxes when due shall be cause to terminate this agreement.

32. Unless otherwise exempted by law, CCI shall indemnify and hold harmless the State of New Hampshire, its officers and employees from and against any and all claims, liabilities and costs for any personal injury or property damages, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of CCI, or subcontractors, including but not limited to the negligence, reckless, or intentional conduct. The State shall not be liable for any costs incurred by CCI arising under this paragraph. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in this paragraph shall survive the termination of this License.

33. This License shall be governed, interpreted, and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. Any actions arising out of this License, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of the State of New Hampshire, which shall have exclusive jurisdiction thereof.

34. This agreement is entered into for the sole benefit of the undersigned Parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person or entity.

35. In the event any provision of this License is held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this License will remain in full force and effect.

36. In accordance with applicable law, CCI will not unlawfully discriminate against any person..

37. CCI represents and warrants to the State that CCI is authorized to enter into this License and the person signing the License on CCI's behalf is authorized to bind CCI to comply with the License's terms and conditions.

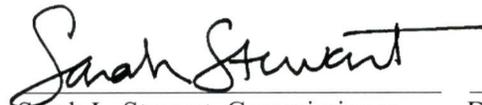
Signatures on following pages

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

THE STATE OF NEW HAMPSHIRE
Department of Natural and Cultural Resources

BY:  4/25/25
Patrick D. Hackley, Director DATE
Division of Forests and Lands

 04/28/2025
Colin Capelle DATE
Interim Director, Division of Parks and Recreation

 04/28/2025
Sarah L. Stewart, Commissioner DATE
Dept of Natural and Cultural Resources

CONSOLIDATED COMMUNICATIONS

Kenneth Black 04/22/2025
BY: Kenneth Black DATE
NH OSP Engineering Manager

Approved as to form, substance and execution

Date 9/16/2025

By: *Jessica A King*
Assistant Attorney General

Approved by Governor and Council

Date _____

Agenda Item No. _____

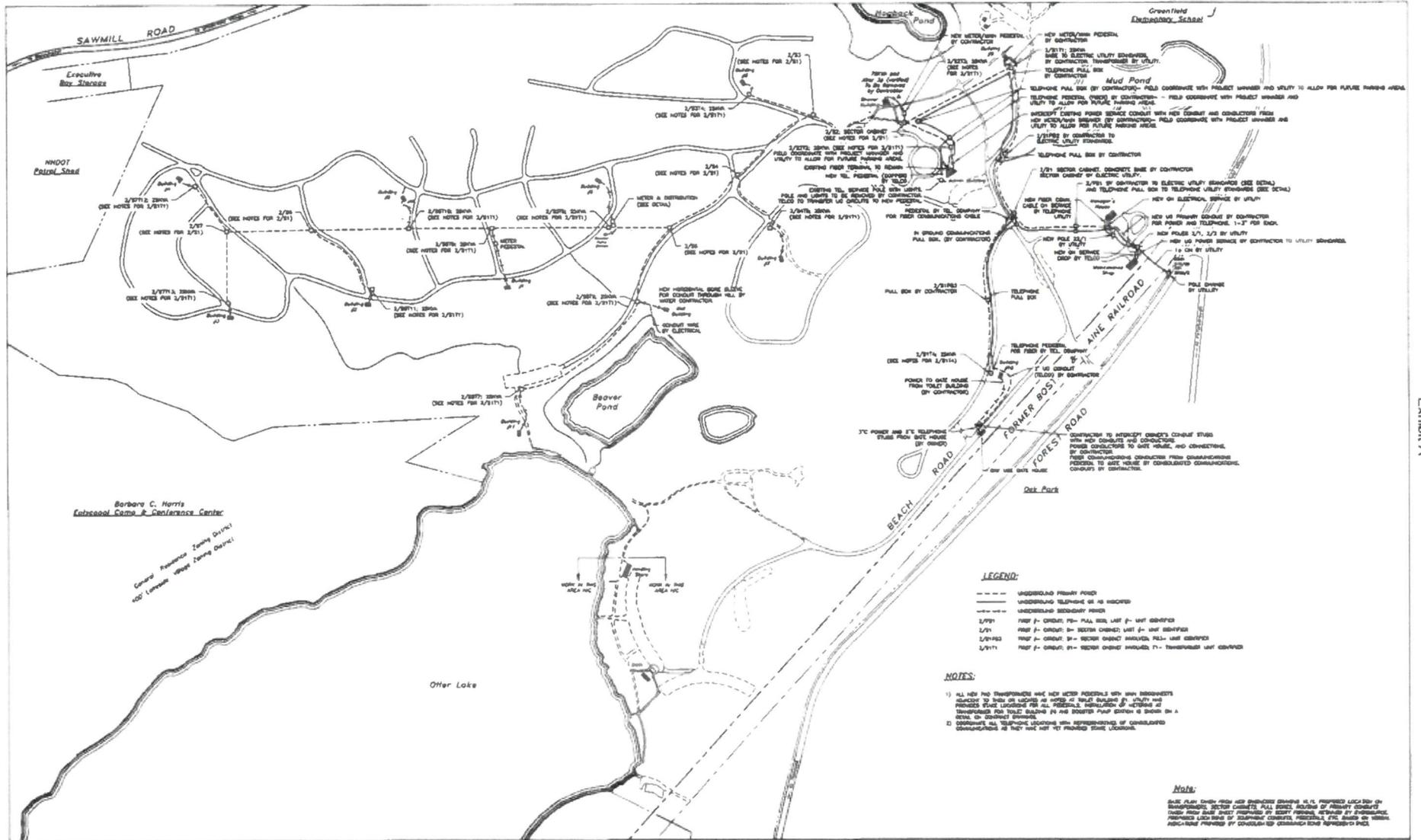


Exhibit A

HEB
 CIVIL • STRUCTURAL • SURVEY

HEB Engineers, Inc.
 2800 North Main Street
 Concord, NH 03301
 www.heb-engineers.com
 (603) 224-4225
 Fax: (603) 224-7114

DESIGNED BY:
Lee F. Carroll, PE
 Electrical Consultants
 1000 North Main Street
 Concord, NH 03301
 www.lfc-engineers.com
 (603) 224-4225
 Fax: (603) 224-7114

1" = 200' Feet
 1" = 2400'

NOT FOR CONSTRUCTION

STATE OF NEW HAMPSHIRE
 DEPARTMENT OF ADMINISTRATIVE SERVICES
 DIVISION OF PUBLIC WORKS DESIGN & CONSTRUCTION

PROJECT NO. 1000-230
 CONTRACT NO. 1000-230-001
 (603) 777-3000 Fax: (603) 777-3000

DESIGNED BY: Lee F. Carroll, PE
 DRAWN BY: [Blank]
 CHECKED BY: [Blank]
 DATE: [Blank]

GREENFIELD STATE PARK IMPROVEMENTS
 870 FOREST ROAD
 GREENFIELD, NEW HAMPSHIRE
 HEDDP#

Proposed New Electrical
 Site Utilization

Scale: 1" = 200'

Sheet No. CS-1
 Date: 10-14-2012

Exhibit [B]

Vegetation Management Plan

The newly constructed Utility Corridor shown in **Exhibit A** will be maintained under the Eversource NH overhead distribution maintenance cycle. This means once every several years an Eversource contractor will assess the corridor for any vegetation maintenance needs.

This assessment will include evaluating trees and branches that have encroached into the Eversource maintenance zone of 8'x10'x15' (see diagram). The primary access for these crews will be by the Beach Road parking lots, and by foot for areas inaccessible by bucket truck. Necessary trimming will be achieved either from a bucket truck or by utilization of off-road climbing crews. Tall growing brush will be selectively removed by hand cutting during maintenance while allowing for low growing species to become established and create a natural environment for the utility corridor. All brush species will need to be removed within 10 feet of poles and guy wires to maintain access and safe working conditions within the Eversource Utility Corridor. Guying and anchor systems outside of the 20 foot right of way will be assessed for vine removal during maintenance operations.

Our current Utility Corridor maintenance plan targets removing tall growing tree species as well as invasive species (I.E. Autumn Olive) as part of our work. Low growth species are not targeted and are encouraged to hopefully create natural competition between the two plants and discourage regeneration of taller growing tree species.

Establishing flowering and other pollinator friendly plants is a focus of Eversource's Vegetation Management programs and is encouraged whenever possible.

All work shall be completed in accordance with Eversource's trimming standards; NHPUC Rule 307.10; ANSI A300, which defines appropriate arboricultural practices intended to preserve tree health; and NHDES Best Management Practices manual for utility maintenance.

