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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
nhdfl.dncr.nh.gov

September 17, 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 (DNCR), Division of Forests and Lands to **retroactively** amend a lease agreement with New England Power Company d/b/a National Grid (NEPC) of Waltham, Massachusetts for equipment and antenna space in designated areas at Cannon Mountain in Franconia Notch State Park located in Franconia, NH by exercising a second five-year renewal option and extending the completion date from March 31, 2025, to March 31, 2030, effective upon Governor and Council approval. The original lease was approved by the Governor and Council on January 14, 2015, item #21. The first lease renewal amendment was approved by the Governor and Council on March 11, 2020, item #44. Based on the original lease terms they can request (3) successive five-year extensions.

Further authorize DNCR to accept annual rental payment revenue. The annual rental payments include a 3% annual increase as detailed within the terms of the lease.

Revenue to be deposited into account 03-035-035-351010-86820000-403073-**Communication Sites Ops** as follows:

Fiscal Year	Class-Account-RG	Class-Account-Title	Annual Rent Amount
2025	008-403073-44	Agy - Income Mt Top Tower Fund	**$24,190.49**
2026	008-403073-44	Agy - Income Mt Top Tower Fund	**$24,916.20**
2027	008-403073-44	Agy - Income Mt Top Tower Fund	**$25,663.69**
2028	008-403073-44	Agy - Income Mt Top Tower Fund	**$26,433.60**
2029	008-403073-44	Agy - Income Mt Top Tower Fund	**$27,226.61**
		Contract Total	**$128,430.59**

EXPLANATION

During renewal DNCR worked to update language within the lease to be consistent with current standards of protection for the State. This agreement is **retroactive** due to the timeline associated with negotiating the updated language of the lease terms. Collaboration between all parties involved related to updating the language within the lease delayed it being renewed before expiration.

NEPC requests to exercise the second of three 5-year lease renewal options, this amendment updates term provisions of the lease. Rental fees are based on a 3% yearly increase detailed in the terms of the lease amendment document. The lease amendment is for equipment and antenna space at the summit of Cannon Mountain for both voice and data radio equipment supporting energy distribution services in the State of New Hampshire. The communication site and associated equipment are essential to daily operations and support of New Hampshire NEPC customers. NEPC has been a good tenant on Cannon Mountain for many years.

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 the lease amendment as to form, substance, and execution.

Respectfully submitted,

Patrick D. Hackley
Director Forests and Lands

Concurred,

Sarah L. Stewart
Commissioner

SECOND LEASE AMENDMENT

New England Power Company d/b/a National Grid
CANNON MOUNTAIN
FRANCONIA NOTCH STATE PARK
Franconia, NH

CRITICAL DATES / TERM / RENT (for State use only)	
DEFINITION	**DATE**
Term Effective Date:	01-Apr-2025
Billing Commencement Date:	01-Apr-2025
Term and Initial Annual Rent: 5 years, $24,190.49	

This Second Lease Amendment (the "Second Amendment") is by and between the State of New Hampshire acting by and through its Department of Natural and Cultural Resources (the "State") having a mailing address of 172 Pembroke Road, Concord, New Hampshire 03301 and New England Power Company d/b/a National Grid (the "Lessee") having a mailing address of 170 Data Drive, Waltham, MA 02451

Whereas, pursuant to a the current Lease Agreement (hereinafter called the "Lease"), for which the original Five (5) year lease with three 5-year extensions was approved by Governor and Executive Council on 14-Jan-2015 as item 21, when the State agreed to lease certain areas within and upon the top of **Cannon Mountain**, located in **Franconia Notch State Park**, NH, according to the terms and conditions specified in the Lease and in consideration of payment by the Lessee of certain sums specified therein; and

Whereas the Lessee gave notice in writing to the State of its intent to exercise the first of three 5 year extensions and the parties executed an Amendment of Lease (the "First Lease Amendment") which was approved by Governor and Executive Council on 11-Mar-2020 as item 44; and

Whereas, the Lessee has given notice in writing to the State of its intent to extend the Lease for another 5-year period with 1 additional 5-year extension options; and

Whereas, the State intends to replace and/or overhaul the Tram Building and

Whereas, during this replacement and/or overhaul, there could be impacts on the Lessee's operations, including but not limited to interruption of service in order to accommodate such replacement and/or overhaul, but the State agrees to work cooperatively with Lessee to limit, to the extent practicable, outages to Lessee's Facilities; and

Whereas, in situations where the State has previously authorized communications equipment to be placed in/on recreational structures, it is the State's intent to work, over time, to remove such equipment from those recreational structures; and

Whereas, the State agrees to work with the Lessee in good faith, to the extent practicable, to accommodate their equipment needs at this site and

Whereas, the State is agreeable to extending the Lease, subject to Governor and Executive Council approval, for another 5-year term for the period of 4/1/2025 through 3/31/2030 (the "Second Extension Term") subject to the amended terms detailed hereafter, which update standard terms and conditions clauses that have changed since the original Lease in 2015 and the First Lease Amendment in 2020 were approved.

Lessee Initials: LGS
Date: 9/12/25

NOW THEREFORE, in consideration of the foregoing and the covenants and conditions contained in the Lease as set forth herein, the State and Lessee hereby agree to amend the Lease as follows:

1. **Section I. Leased Premises** is hereby deleted in its entirety and replaced with the following:

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

   a. Certain space at the recommended band levels if feasible on the tower located at the Summit Observation Building;
   b. Also floor space in the Summit Observation Building Gallery;
   c. Also floor space in the Summit Observation Building Equipment area;
   d. Also the right to maintain non-overhead electric and telephone lines to the Summit Observation Building Equipment area and antenna cables from the Summit Observation Building Equipment area to the Summit Observation Building tower and a tower/equipment grounding system;
   e. Together with the right in common with the public and others entitled thereto to use the roadways and hiking trails as well as the Cannon Mountain Tramway, on Cannon Mountain as a means of passing and repassing 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 space, land and rights shall hereafter be called the "Leased Premises".

   No additional space, land or rights shall be allowed without the prior written permission of the State.

2. **Section II. ENTRY AND USE OF LEASED PREMISES** is hereby deleted in its entirety and replaced with the following:

   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 thru Friday between 8 a.m. and 4 p.m., however; unexpected/emergency repairs may be made immediately, with notice of such actions being made to the State within twenty four (24) hours.

   Access Notifications should be made via phone 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

   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.

3. **Section III Authorized Facilities** is hereby deleted in its entirety and replaced with the following:

   a. Antennas attached to the Summit Observation Building tower
   b. Equipment cabinet in the Summit Observation Building Equipment area

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c. Conduits with electrical and telephone lines inside said conduits within the Summit Observation Building connected to antennas
d. Together with all lines, anchors, connections and such appurtenant and accessory devices as required for the transmission, reception, encryption and translation of voice and data signals by means of radio frequency energy (collectively, the "Authorized Facilities").

The detailed list of Authorized Facilities has not changed since Exhibit D was included with the First Lease Amendment approved by Governor and Executive Council on 11-Mar-2020 as item 44.

No additional facilities shall be allowed without written permission of the Lessor, which shall not be unreasonably withheld or delayed.

4. **Section IV ACCESS LIMITATION** is hereby deleted in its entirety and replaced with the following:

The State is under no obligation to offer transport to the summit and any and all access to the summit must be coordinated through, and directed by, the General Manager of Cannon Mountain or his designee. The Licensee acknowledges that the State intends to replace and/or overhaul the Tram Facility during the Second Extension Term. While the Tram Facility is under construction, the Tram will not be available for access to the Communications Site; provided, however, in the event of an emergency, the State agrees to work cooperatively with Lessee, to the extent reasonably practicable, to provide access to the Communication Site. Access to the Communication Site during the operating seasons and normal business hours for personnel, hand tools and small (hand held) equipment shall be by the summit chair lift or tram, if available, and may be provided by the State at no additional 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 facilities.

Off-season and after-hours access shall be coordinated with and approved by the General Manager of Cannon Mountain or his designee and may be subject to a reasonable charge based on cost incurred by the State for providing access service.

Construction material and heavy equipment access shall be by helicopter unless other arrangements have been made with the General Manager of Cannon Mountain. Lessee shall coordinate with the General Manager or his designee and the DNCR Radio Communications Section prior to helicopter use. DNCR approval for helicopter access to the Property shall be obtained prior to use, which shall not be unreasonably withheld or delayed.

If the tram is available, and open to the general public, there may be no charge for any trips up and down from the communications site during normal tram runs. Any trips during this time shall not disrupt any passenger's normal enjoyment of the tram, and travel is on a space available basis. The tram normally operates between the hours of 8:00AM (first ride up) and a 4:00PM (last ride down). Any delays in making the last ride down time will cause the following rates to apply. Any additional time past normal working hours will be billed at a rate of $100.00 per hour for personnel, plus a $100.00 special trip fee for the additional operation of the tram down to the base, which was missed during the trams normal operational hours.

During times when the tram is not available to the general public, if available at all, the following rates will apply under these conditions. When a crew is on-site and available to operate the tram during their normal working hours, the rate shall be $100.00 per round trip for the operation of the tram. Any additional time incurred after normal working hours will be billed at a rate of $100.00 per hour for the personnel (from the time the Lessee goes up to the summit until the time they come down, including any wait time at the summit), and $100.00 for each additional round trip operation of the tram.

During non-business hours the rate for the tram, if available, will be as follows. There will be a $500.00 off-hours charge to bring personnel into the facility to operate the tram. This charge includes two round trips for access to the communications site and a total of three hours of personnel time. There shall be no refunds of unused personnel time or round trips on the tram. Any additional time past the three-hour minimum will be

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billed at a rage of $100.00 per hour for personnel and each additional round trip past the initial two round trips will be billed at a rate of $100.00 per each additional round trip.

Access contacts: Jace Wirth, Cannon Mt. General Manager (603)823-7722, x-750
Department of Natural and Cultural Resources (DNCR) Communications Bureau Administrator (O)603-271-2214

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

5. **Section V RENT – OTHER CONSIDERATION** is hereby deleted in its entirety and replaced with the following:

Contract Year	Class – Account-RG	Class Account Title	Annual Rent Amount
2025	008-403073-44	Agy - Income Mt Top Tower Fund	**$24,190.49**
2026	008-403073-44	Agy - Income Mt Top Tower Fund	**$24,916.20**
2027	008-403073-44	Agy - Income Mt Top Tower Fund	**$25,663.69**
2028	008-403073-44	Agy - Income Mt Top Tower Fund	**$26,433.60**
2029	008-403073-44	Agy - Income Mt Top Tower Fund	**$27,226.61**

An Annual 3% escalator will be applied on July 1st.

Escalator Applied	0%	3%	3%	3%	3%
Month	2025	2026	2027	2028	2029
April	$24,190.49	$24,916.20	$25,663.69	$26,433.60	$27,226.61
Total	**$24,190.49**	**$24,916.20**	**$25,663.69**	**$26,433.60**	**$27,226.61**

The initial annual rent for the Second Extension Term shall be twenty-four thousand one hundred ninety and 49/100 dollars ($24,190.49) and shall be paid in one annual payment pursuant to a State issued invoice. Subsequent rental payments will be made annually 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 XIX in the original lease document.

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 Rd, Concord, NH 03301, beginning on the Billing Commencement Date (as described above), and annually thereafter, throughout the term of the Lease.

The State agrees that the Lessee shall be entitled to connect their Facilities to the emergency backup power generator. The State shall be responsible for the maintenance, service and fueling of the emergency backup power generator.

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6. **Section VI TERM** is hereby deleted in its entirety and replaced with the following:

The Second Extension Term of the Lease shall be effective from April 01, 2025 through March 31, 2030 subject to the approval of the Governor and the Executive Council, unless sooner terminated in accordance with the provisions hereof.

The Lease may be extended for one (1) additional five (5) year term, provided the Lessee has: (1) Given notice in writing to the State of its intent to extend the Lease at least six (6) months prior to the expiration date; and (2) Signed a lease amendment for the new 5 year term subject to a continuation of the rent commensurate with the annual escalator specified in Section V and Governor and Executive Council approval.

7. **Section XIX. NOTICES** is hereby deleted in its entirety and replaced with the following:

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, New Hampshire 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 England Power Company
c/o National Grid
55 Bearfoot Road
Northborough, MA 01532
Attn: Telecom Engineering

With copy to

New England Power Company
c/o National Grid
170 Data Drive
Waltham, MA 02451
Attn: Legal Department - Real Estate

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.

EFFECTIVE DATE OF THE SECOND AMENDMENT: This Second Amendment shall be effective upon its approval by the Governor and Executive Council of the State of New Hampshire, or April 1, 2025, whichever is later. If approval is withheld, this document shall become null and void, with no further obligation or recourse to either party.

Lessee Initials: LGS
Date: 9/12/25

CONTINUANCE OF AGREEMENT: Except as specifically amended and modified by the terms and conditions of this Second Amendment, the Agreement and the obligations of the parties there under shall remain in full force and effect in accordance with the terms and conditions set forth therein.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

Lessee Initials: LGS
Date: 9/12/25

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year written.

FOR THE LESSEE:

New England Power Company d/b/a National Grid

Lisa Salmore

Lisa G. Salmore
Vice President
Duly Authorized

9/12/25
Date

FOR THE STATE:

Department of Natural and Cultural Resources

Sarah Stewart

Sarah L. Stewart
Commissioner

September 17, 2025
Date

Approved as to Form, Substance and Execution:

Jessica A King
Asst. Attorney General

9/30/2025
Date

Approved by the NH Governor and Executive Council:

Item # _____ on _____, 2025

Lessee Initials: LGS
Date: 9/12/25

Exhibit A

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.

REFERENCE COPY

This is not an official FCC license. It is a record of public information contained in the FCC's licensing database on the date that this reference copy was generated. In cases where FCC rules require the presentation, posting, or display of an FCC license, this document may not be used in place of an official FCC license.

Federal Communications Commission

Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: NATIONAL GRID USA SERVICE COMPANY, INC.

ATTN: TELECOMMUNICATIONS ENGINEERING DEPT
NATIONAL GRID USA SERVICE COMPANY, INC.
300 ERIE BOULEVARD WEST
SYRACUSE, NY 13202

Call Sign	
WQXK731	
File Number	
0007150517	
Radio Service	
MG - Microwave Industrial/Business Pool	
SMSA	**Station Class**

FCC Registration Number (FRN): 0003628997

Grant Date	Effective Date	Expiration Date	Print Date
04-01-2016	04-01-2016	04-01-2026	04-02-2016

LOCATION

Fixed Location Address or Area of Operation:

City: CANNON MTN **County:** GRAFTON **State:** NH

Loc No.	Location Name	Latitude	Longitude	Elevation	Antenna Structure Registration No.
001	CANNON MTN, NH	44-09-24.1 N	071-41-55.8 W	1253.9	
002	MT KEARSARGE, NH	43-22-59.3 N	071-51-25.3 W	895.0	
003	WATERFORD PR VT	44-21-10.5 N	071-52-45.6 W	317.9	
004	Moore	44-20-07.3 N	071-52-28.2 W	246.6	

FREQUENCY PATHS

Frequency (MHz)	Tol (%)	Emission Desig	EIRP (dBm)	Constr Date	Path No	Seg	Emit Loc No	Ant Hgt (m)	Gain (dBi)	Beam (deg) Reflector Ht(m)xWd(m)	POL	AZIM (deg)	Rec Loc No	Rec Call Sign
6815.0	0.00100	30M0D7W	76.100	10-01-2017	001	1	001	5.4	41.0	1.4	H	188.5	002	
6404.79	0.00100	30M0D7W	76.100	10-01-2017	002	1	001	5.5	41.0	1.4	V	326.6	003	
						2	003	4.6	6.1	x7.3	V	168.8	004	

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: NATIONAL GRID USA SERVICE COMPANY,

Call Sign: WQXK731 **File Number:** 0007150517 **Print Date:** 04-02-2016

Waivers/Conditions:

NONE

Reference Copy

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

172 Pembroke Road Concord, New Hampshire 03301
Phone: 603-271-2214 Fax: 603-271-6488 www.nhdfl.org

January 27, 2020

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 amend an existing lease with New England Power Company d/b/a National Grid (NEPC) for equipment and antenna space in designated areas at Franconia Notch State Park on Cannon Mountain in Franconia, New Hampshire, by exercising a lease renewal option from April 1, 2020 through March 31, 2025, with the option to extend the lease for two additional five year periods, effective upon Governor and Council approval. The original lease was approved by Governor and Council on January 14, 2015, Item #21.

2. Further authorize the DNCR to accept annual rental payment revenue.

Revenue will be posted to 03-035-035-351010-86820000 - Communication Sites Ops, as follows:

State FY	Class-Account	Class- Account Title	Annual Rent Amount
2020	008-403073	Agy Income - Mt Top Tower Fund	$20,866.92
2021	008-403073	Agy Income - Mt Top Tower Fund	$21,492.93
2022	008-403073	Agy Income - Mt Top Tower Fund	$22,137.72
2023	008-403073	Agy Income - Mt Top Tower Fund	$22,801.85
2024	008-403073	Agy Income - Mt Top Tower Fund	$23,485.91
		Total:	**$110,785.33**

EXPLANATION

NEPC has requested to exercise the first of three 5-year lease renewal options and this amendment updates the Term provision of the lease to reflect this. The rental fees are based on a 3% yearly increase detailed in the terms of the Lease Amendment document. The Lease is for equipment and antenna space at the summit of Cannon Mountain for both voice and data radio equipment in support of energy distribution services in the State of New Hampshire. This communication site and associated equipment is essential to the daily operations and support of New Hampshire NEPC customers. NEPC has been a good tenant on Cannon Mountain for many years.

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

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

Respectfully submitted,

Brad W. Simpkins
Director

Concurred,

Sarah L. Stewart
Commissioner

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STATE OF NEW HAMPSHIRE
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT
DIVISION OF FORESTS AND LANDS
172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856

603-271-2214
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Her Excellency, Governor Margaret Wood Hassan
And the Honorable Executive Council
State House
Concord, New Hampshire 03301

December 29, 2014

REQUESTED ACTION

1) Pursuant to RSA 227-H:9, authorize the Department of Resources and Economic Development, Division of Forest and Lands (DRED) to enter into two (2) Lease Agreements (Lease) with New England Power Company, d/b/a National Grid, headquartered in Waltham, Massachusetts. Both Leases are for equipment and antenna space in designated areas at Cannon Mountain and Kearsarge Mountain. The Leases are for an initial 5-year period effective April 1, 2015 through March 31, 2020, with the option to renew for three (3) additional 5-year periods subject to Governor and Executive Council approval.

2) Further authorize DRED to accept annual rental payments of $12,000 for 2015, $12,360 for 2016, $12,730.80 for 2017, $13,112.72 for 2018, and $13,506.10 for 2019 for the Kearsarge Mountain Lease. The rental fee is based on a 3% yearly increase detailed in the terms of the Lease. The rental payment will be deposited into accounting unit #03-35-35-351010-86820000 "Tower Fund".

3) Further authorize DRED to accept annual rental payments of $18,000.00 for 2015, $18,540.00 for 2016, $19,096.20 for 2017, $19,669.09 for 2018, and $20,259.16 for 2019 for the Cannon Mountain Lease. The rental fee is based on a 3% yearly increase detailed in the terms of the Lease. The rental payment will be deposited into accounting unit #03-35-35-351010-86820000 "Tower Fund".

EXPLANATION

New England Power Company, d/b/a National Grid is located in Waltham, Massachusetts. New England Power Company has held a 'Special Use Permit' on Kearsarge Mountain dating back 1964. In 1989, New England Power was issued 'Special Use Permits' for both Cannon Mountain and Kearsarge Mountain on a 25-year lease. That lease has since expired, and so, DRED and New England Power Company would like to issue a new lease for each mountain. The initial annual rental fees are based on the equipment present at each site and a 3% annual rent increase applied to a total annual rent of $30,000 contracted in 2009. Total fiscal revenue over the initial 5 year period for both Leases will approximate $159,274.

The Leases are subject to the "State of New Hampshire, Department of Resources and Economic Development Policy on Use and Management of Mountaintops for Communications Facilities". They also require the communications equipment to meet the guidelines set forth by the "State of New Hampshire, Department of Resources and Economic Development Technical Requirements for the Use of Communication Sites."

Your approval is subject to final approval of the Leases as to form, substance and execution by the Office of the Attorney General.

Respectfully submitted,

Brad W. Simpkins
Director

Concurred,

Jeffrey J. Rose
Commissioner