

**CITY COUNCIL MEETING**  
**AGENDA ITEM IV**



**CITY OF FRANKLIN  
COUNCIL AGENDA REPORT**

*City Council Meeting November 2<sup>nd</sup>, 2015*

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**From:** Elizabeth Dragon – City Manager

**Subject:** National Guard Radio Tower Co-Location – Pleasant Street Tower

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- ***Recommended Motion: “I move that the Franklin City Council approve the proposal by the National Guard to locate a tower and communications shelter at the existing tower located on Pleasant Street”.***
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**Attachment: Memorandum of Understanding**

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE STATE OF NEW HAMPSHIRE  
ADJUTANT GENERAL'S DEPARTMENT

AND

THE CITY OF FRANKLIN, NEW HAMPSHIRE

SUBJECT: License for use of a tower and communications shelter located at approximately 43.42968N, 071.62874W (Pleasant Street) Franklin, New Hampshire, 03235. In consideration of the Adjutant General's Department ("TAG") desire to locate certain communications equipment on property owned by the City of Franklin, and the City of Franklin's desire to provide assistance to the TAG to improve the Guard's communications system, the TAG and the City of Franklin agree as follows:

1. Purpose. This Memorandum of Understanding (MOU) sets forth the terms of a license granted to the TAG for usage by the New Hampshire National Guard (NHNG) of a tower located at Pleasant Street, Franklin, NH and the communications shelter on site. The purpose of this license is for improving routine and emergency communications between NHNG Headquarters located at 1 Minuteman Way, Concord, New Hampshire and the Franklin Readiness Center (Armory) located at South Main Street, Franklin, New Hampshire 03235.

2. The scope of this MOU includes the NHNG's installation, operation, and maintenance of the following communications equipment:

- a. Two (2) four foot dishes with radome covers (Enclosure a.)
- b. Two (2) outdoor units (radios) (Enclosure b.)
- c. Four (4) Lightning Protection Units (LPUs) (Enclosure c.)
- d. Two (2) power indoor units (PIDUs) (Enclosure d.)
- e. One (1) router or managed switch (Enclosures e1 and e2.)
- f. One (1) battery backup (Enclosure f.)

- g. Outdoor-rated (Rodent Resistant, thixotropic gel-filled) Category 5e cable (Enclosure G.)
- h. Attaching hardware as appropriate based on final dish placement (Enclosures h1, h2, h3)

3. Responsibilities of the Parties

a. The City of Franklin will:

i. Permit the New Hampshire Army National Guard (“NHARNG”) to install, inspect, operate and maintain the equipment listed in paragraph 2 on the subject tower and inside of the associated communications shelter, and connect its battery backup unit to an energized NEMA 5-15 or 5-20 outlet (or equal), without fee.

ii. Secure the NHARNG equipment from unauthorized access.

b. The NHARNG will:

i. Install only the listed equipment in this agreement and in accordance with manufacturer’s instructions.

ii. Provide copy of technical literature for all equipment listed in this Memorandum of Agreement to City of Franklin.

iii. Comply with City of Franklin’s instructions for placement of equipment.

iv. Notify the City of Franklin’s designated representative a minimum of 72 hours before the date and time it plans to access its equipment for routine maintenance visits.

v. Provide to the City of Franklin’s designated representative a minimum of two points of contact – names, phone numbers (effective 24 x 7), and email addresses.

vi. Be responsible for service and maintenance of its equipment.

vii. Be responsible for equipment removal either for temporary purposes such as in the event of facility maintenance or for permanent removal if this agreement is terminated.

viii. Amend this MOU per paragraph 6, prior to any change in the equipment listed in paragraph 2.

4. This agreement has no expiration date. However, either party may terminate this agreement, for any reason, upon ninety (90) days written notice to the other party. In the event of a termination, the City of Franklin shall provide access to the NHARNG to remove its equipment. The NHARNG will return the property to its original condition (as it was at the time of installation).

5. The effective period of this MOU will begin upon the date of signature of both parties.

6. This MOU may be modified at any time, but both parties must agree to the modifications, and the modifications must be in writing.

7. Any notice under this agreement shall mean written notice, return receipt requested, sent to:

The City of Franklin  
Attn: City Manager, Ms. Elizabeth Dragon  
316 Central Street  
Franklin, NH 03235,

and

The New Hampshire National Guard  
Attn: DOIM  
1 Minuteman Way  
Concord, NH 03301-5607

\_\_\_\_\_  
William N. Reddel, III  
Major General, NHNG  
The Adjutant General

Date: \_\_\_\_\_

\_\_\_\_\_  
Elizabeth Dragon  
City of Franklin  
City Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
LUIS MALDONADO  
COL, NGB  
United States Property and Fiscal Officer

Date: \_\_\_\_\_

Approved for form, substance, and execution by the New Hampshire Department of Justice:

\_\_\_\_\_  
Approving Attorney  
New Hampshire Department of Justice

Date: \_\_\_\_\_

Approved for form, substance, and execution for the United States Property and Fiscal Officer:

\_\_\_\_\_  
JEFFREY S. CHANG  
MAJ, NHNG  
Legal Advisor

Date: \_\_\_\_\_