



STATE OF NEW HAMPSHIRE
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT
OFFICE of the COMMISSIONER

172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856

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DELIVERY VIA CERTIFIED MAIL DB # 1264

RECEIVED

October 18, 2013

NOV 01 2013

Scot Henley, Executive Director
Mount Washington Observatory
PO Box 2310
North Conway, NH 03860

D.R.E.D.


Dear Mr. Henley,

Thank you for your proposal, dated August 30, 2013, seeking permission from the State for the Mount Washington Observatory's (MWO) museum renovation project located in the Sherman Adams Building at Mount Washington State Park (State Park). I appreciate the investments MWO has made over the years on the summit and as a partner of the Division of Parks and Recreation. **I support the museum renovation project, and provide my conditional approval of the project within the context of the 2009 Lease agreement between the State and MWO (Lease), and contingent upon the MWO fulfilling all requirements stated herein.**

A. **Mount Washington Museum.** The Lease delineates the Mount Washington Museum area, labeled "MUSEUM," as separate and distinct from the "PARKS SECTION" (refer to Lease, Exhibit B), for the purposes of conducting museum operations according to the covenants described therein. The Lease exhorts the MWO to conduct its museum operations "...in the museum section of the Sherman Adams Building, including all areas plus the adjacent conference room so designated by mutual agreement on the architectural plans for the building..." according to certain covenants therein. Further, the Lease allows for the MWO to "...operate in any other area that may be granted for that purpose by the State, a counter and storage space for sales of educational materials (books, photos, posters, scientific instruments), Observatory memorabilia (clothing, and other items with an Observatory insignia), and related materials, but no food or beverages shall be offered for sale and/or sold" (refer to Lease, Part 17, Building and Plant).

I understand that, although never granted in writing by the State, the MWO had been using the "PARKS SECTION" of the facility. I also understand that the provisions of the Lease enable me to formally grant the MWO use of the "PARK SECTION." To bring the MWO into compliance with the Lease and in support of the museum renovation, I hereby grant the MWO written permission to use the area labeled "PARKS SECTION" in Exhibit B (see attached revision), an area which shall now become part of what is referred to as the "museum," provided that all conditions and requirements outlined in this document are fulfilled by the MWO:

A-1. The MWO shall give the State reasonable consideration in the State's request to use the MWO conference room, located on the first floor within the "OBSERVATORY" area

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[Lease, Exhibit A, (see attached)], from time-to-time for meetings held by the State, with advance notice and provided that the room is available for use. The State agrees to first consider other options for meeting locations prior to its request of the MWO; and the parties recognize the potential scheduling conflicts in use of the MWO conference room due to the MWO's expanding program offerings.

A-2. The MWO shall: i) limit its operation in the former "PARKS SECTION" to the purpose stated in the Lease, specifically: a counter and storage space for sales of educational materials, Observatory memorabilia, and related materials (refer to Lease, Part 17); ii) as proposed in the MWO "Extreme Mount Washington" Design Development Drawings, Sheet Title: Museum Level Floor Plan, Sheet Number 001, dated 07-24-2012 (see attached); and iii) the renovated retail floor space shall not exceed the square footage of the current museum retail space.

A-3. The MWO shall comply with the Lease provisions pertaining to its retail operation, specifically: its retail sales shall be limited to the "...sales of educational materials (*books, photos, posters, scientific instruments*), Observatory memorabilia (*clothing, and other items with an Observatory insignia*), and related materials, but no food or beverages shall be offered for sale and/or sold" (refer to Lease, Part 17), for the expressed purpose of not competing with the onsite State Park retail shop, food, or any other concessions operated by the State Park, as determined by the Commissioner. The State will monitor and enforce this provision of the Lease.

A-4. On-Season Utility Use. The MWO shall pay any and all additional utility expenses, including but not limited to utility upgrades and infrastructure, and additional utility and electrical services, necessary in the renovation and operation of its museum space (refer to Lease, Part 4, Repairs and Maintenance). Additional electrical expenses shall mean all electrical use over and above the current, average museum electrical use of 63.8 KWH per day during the operating season, up to which the State shall continue to pay (refer to Lease, Part 2, Heat, Water, Utility Charges). At the end of each on-season, the State shall invoice the MWO for any additional utility and electrical services in excess of the 63.8 KWH per day multiplied by the number of days of the MWO on-season operation.

For purposes of this section, "on-season" shall mean that period in which the MWO is providing programming, activities, events, and retail offerings within its museum space to the general public, its members and/or affiliates, during its principal season for museum operations, including any pre- or post-season extensions.

Off-Season Utility Use. The parties agree that off-season utility and electrical service use within the museum space shall not change. If the MWO expands its winter use of the museum space that results in the MWO's increased use of utility and electrical service of the museum space during the off-season, the State will reassess the cost of electrical usage at such time, taking into consideration any amount of the State's electrical usage.

MWO Initials: SH

- A-5. The MWO shall comply with and obtain approval from the State Fire Marshall for the museum renovation project, including but not limited to bringing the museum space up to current code (refer to Lease, Part 6, Alterations).
- A-6. The MWO shall obtain State review and approval of all substantive alterations or structural changes to the MWO "Extreme Mount Washington" Project Overview & Proposal, dated August 30, 2013; and to the Design Development Drawings, dated 07-24-2012 and 02-07-13, prior to the implementation of such changes (refer to Lease, Part 6, Alterations).
- A-7. The MWO shall collaborate with and obtain State approval of any and all signage and other installations erected outside the designated MWO lease space, including but not limited to the first floor entrance to the stairway leading to the museum (refer to Lease, Part 19, Signs and Advertising).

B. Museum Project Overview & Proposal. To facilitate clear communications and expectations, I have reviewed the Lease and the MWO "Extreme Mount Washington" Project Overview & Proposal (Proposal), dated August 30, 2013, with the staff and provide the following State approvals and requirements:

- B-1. Hours of Operation (Lease, Part 20): The MWO is granted permission to close the museum on September 29, 2013, in advance of the closure of the State Park restaurant facilities.
- B-2. Alterations (Lease, Part 6): The MWO is granted permission to remove the lower landing and final run of stairs leading to the museum space, and replace the stairs with a straight run of stairs provided that all code and fire requirements are met.
- B-3. Heat, Water, Utility Charges (Lease, Part 2 and Proposal, pg. 6): The MWO is granted permission to remove the existing main electrical panel for the museum, and relocate and install a larger panel in the State's furnace room on the West wall adjacent to the museum, in the precise location directed by the State Park Manager; and at least three feet (3-ft.) from any obstruction. The MWO-contracted electrician shall consult with the State Park Manager Mike Pelchat or State Plant Maintenance Engineer Jim Sherrard, through the course of the electrical work.
- B-4. Dumpster (Proposal, pg. 6): The MWO shall use a maximum 8-yard capacity dumpster, with operable doors to keep debris secure from high winds, positioned next to the summit transformer on the North side with enough space between the dumpster and the wall of the generator building so as to allow pedestrian traffic to pass. The MWO shall cleanup all areas and passageways daily, including the removal of all nails and fine debris.
- B-5. Debris egresses (Proposal, pg. 6): The primary egress shall be through the museum exit to the "tunnel," and using the outside stairway to access the dumpster. Secondary egress

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shall be up the Hiker Pack Room stairs and through the first floor service doors. The elevator may be used, but shall not exceed its capacity load. Once the service doors are sealed for winter, egress will be allowed through the main entry doors.

B-6. Staging (Proposal, pg. 6): Staging of material or debris waiting for removal shall be granted by the State Park Manager in designated areas of the Hiker Pack Room located next to the museum. Additional space may be granted by the State Park Manager. The MWO shall keep all passageways and doors open and unblocked, and shall keep all areas granted for use reasonably tidy, as determined by the State Park Manager. As required by the State Fire Marshall and before any dismantling or construction work commences, the MWO shall install temporary, studded-walls sheathed in sheetrock or other fire-rated suitable material, with a lockable door, to completely enclose the museum stairway from floor to ceiling. All other requests by the State Fire Marshall shall be complied with by the MWO.

B-7. Any extremely loud work, such as jack hammering, shall be done after noon (12 p.m.) so as to not awaken State night crews.

B-8. Key State Personnel: The MWO shall accommodate all reasonable requests made by the State. For matters pertaining to the Lease or this document, the MWO shall contact Director Phil Bryce. For onsite matters, the MWO shall contact the most senior onsite management staff: State Park Manager Mike Pelchat, or State Park Maintenance personnel Chris Uggerholt or Jim Sherrard. All electrical-related questions should be directed to Jim Sherrard.

Contractual	Onsite Manager	Onsite Maintenance
Phil Bryce Director Division of Parks and Rec 172 Pembroke Road PO Box 1856 Concord, NH 03302-1856 phil.bryce@dred.state.nh.us P: 603-271-3556 C: 603-340-7846	Mike Pelchat State Park Manager Mount Washington State Park PO Box D Gorham, NH 03581 mike.pelchat@dred.state.nh.us P: 603-466-3347 C: 603-545-9323	Chris Uggerholt, Maint. Engr. Jim Sherrard, Maint. Engr. Mount Washington State Park PO Box D Gorham, NH 03581 chris.uggerholt@dred.state.nh.us jim.sherrard@dred.state.nh.us P: 603-466-3347

[SIGNATURE PAGE TO FOLLOW.]

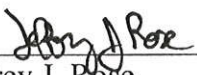
MWO Initials: SH

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Thank you for your continued commitment to the summit and Mount Washington State Park, and providing a premier attraction to the citizens and visitors of New Hampshire. I look forward to visiting "Extreme Mount Washington" when you open its doors in Spring, 2014.

Sincerely,

Concur:



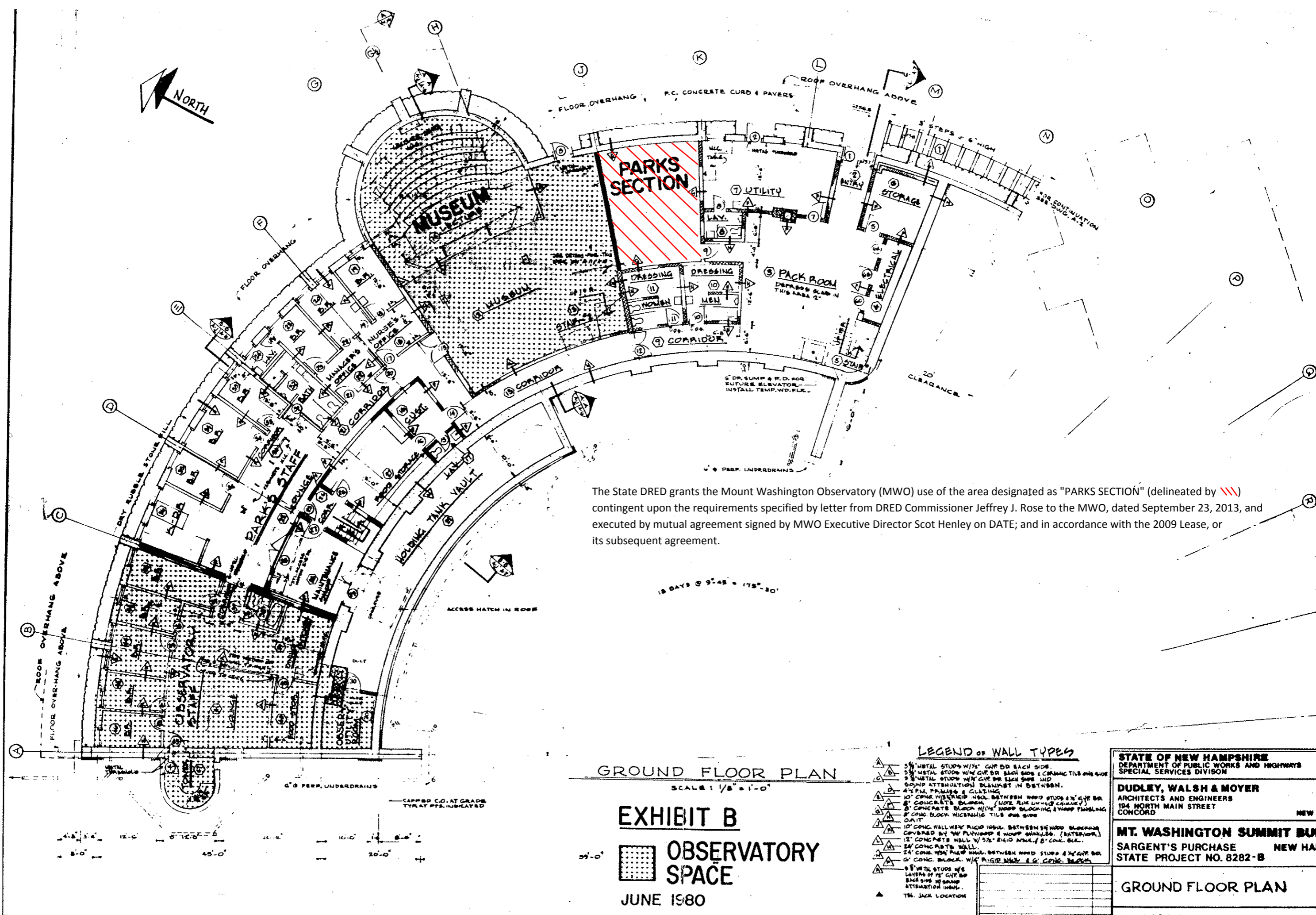
Jeffrey J. Rose
Commissioner



Scot Henley, Executive Director
Duly Authorized

c: Philip A. Bryce, Director, Division of Parks and Recreation
Tom Mansfield, DRED Architect
Mike Pelchat, Manager, Mount Washington State Park

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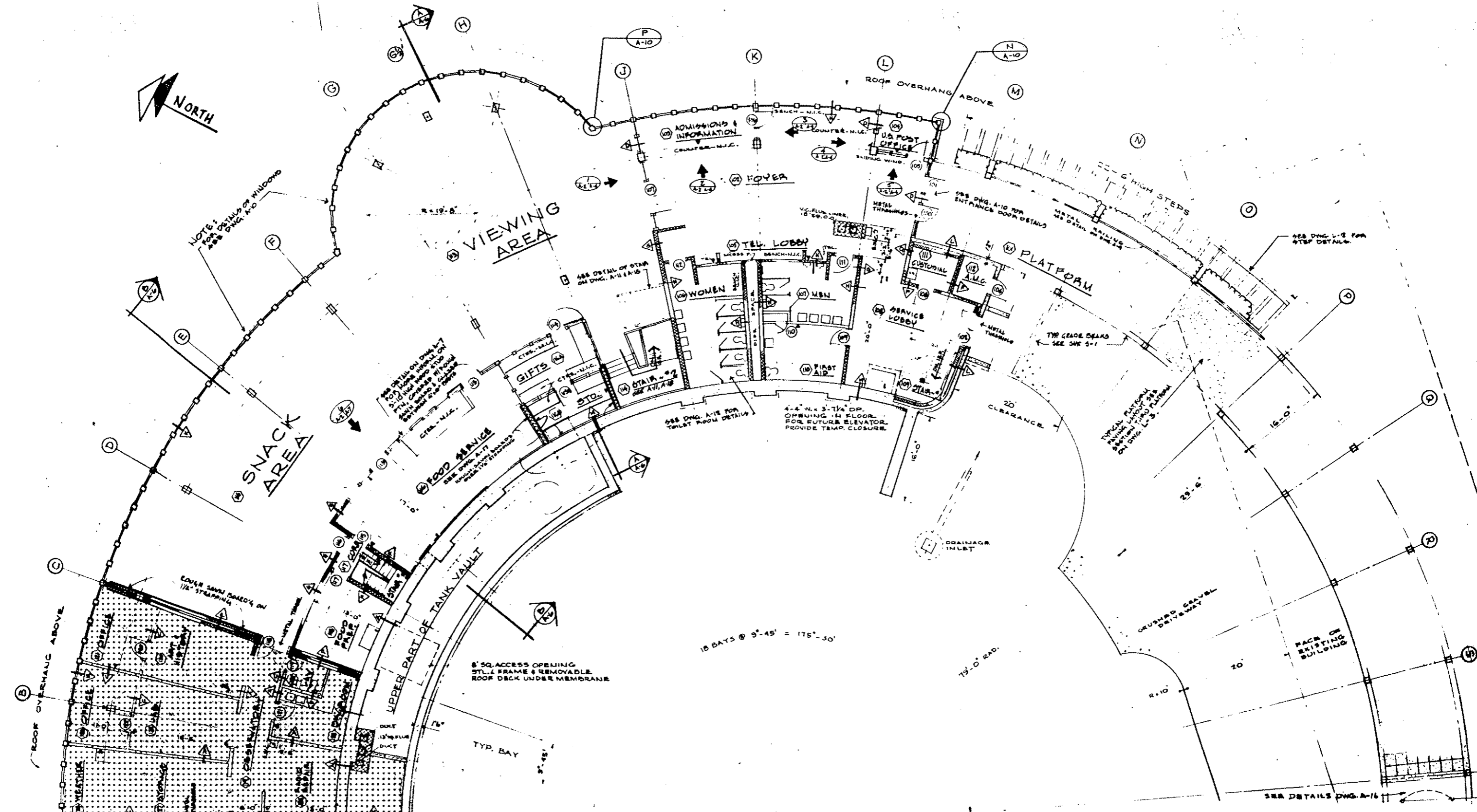
The State DRED grants the Mount Washington Observatory (MWO) use of the area designated as "PARKS SECTION" (delineated by) contingent upon the requirements specified by letter from DRED Commissioner Jeffrey J. Rose to the MWO, dated September 23, 2013, and executed by mutual agreement signed by MWO Executive Director Scot Henley on DATE; and in accordance with the 2009 Lease, or its subsequent agreement.

GROUND FLOOR PLAN
SCALE: 1/8" = 1'-0"

EXHIBIT B
 OBSERVATORY SPACE
JUNE 1980

- LEGEND OF WALL TYPES**
- 5" METAL STUDS W/ 1/2" GYP BR EACH SIDE.
 - 5" METAL STUDS W/ 1/2" GYP BR EACH SIDE & CERAMIC TILE ONE SIDE
 - 5" METAL STUDS W/ 1/2" GYP BR EACH SIDE AND 3/8" ATTERITION PLASTER IN BETWEEN.
 - 4" P.M. FRAMING & GLAZING
 - 10" CONC. W/ 1/2" RIGID INSUL. BETWEEN WOOD STUDS & 1/2" GYP BR
 - 8" CONCRETE BLOCK (NOTE RISE UNLESS CHANGED)
 - 8" CONCRETE BLOCK W/ 1/2" RIGID INSUL. & WOOD BLOCKING & WOOD FINISHING
 - 8" CONC. BLOCK W/ CERAMIC TILE ONE SIDE
 - 8" AT
 - 10" CONC. WALL W/ 1/2" RIGID INSUL. BETWEEN WOOD BLOCKING COVERED BY 1/4" PLYWOOD & WOOD SHIMMED. (INTERIOR)
 - 12" CONCRETE WALL W/ 3/8" RIGID INSUL. & 8" CONC. BLK.
 - 24" CONCRETE WALL
 - 24" CONC. W/ 1/2" RIGID INSUL. BETWEEN WOOD STUDS & 1/2" GYP BR
 - 8" CONC. BLOCK W/ 1/2" RIGID INSUL. & 8" CONC. BLOCK
 - 8" METAL STUDS W/ 1/2" LAYERS OF 1/2" GYP BR EACH SIDE W/ SOUND ATTENUATION INSUL.
 - T.M. JACK LOCATION

STATE OF NEW HAMPSHIRE DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS SPECIAL SERVICES DIVISION	
DUDLEY, WALSH & MOYER ARCHITECTS AND ENGINEERS 194 NORTH MAIN STREET CONCORD	
MT. WASHINGTON SUMMIT BUILDING SARGENT'S PURCHASE STATE PROJECT NO. 8282-B	
GROUND FLOOR PLAN	
REVISIONS	DATE
SCALE: 1/8" = 1'-0"	
DATE: 4-5-78	



FIRST FLOOR PLAN

SCALE: 1/8" = 1'-0"

EXHIBIT A
OBSERVATORY SPACE
 JUNE 1980

- LEGEND OF WALL TYPES**
- ▲ 5" METAL STUDS W/ 1/2" GYP. BO. EACH SIDE.
 - ▲ 5" METAL STUDS W/ 1/2" GYP. BO. EACH SIDE & CERAMIC TILE ONE SIDE.
 - ▲ 5" METAL STUDS W/ 1/2" GYP. BO. EACH SIDE AND SOUND ATTENUATION INSULATION IN BETWEEN.
 - ▲ P.M. FRAME & GULTING.
 - ▲ 10" CONC. W/ REIN. INSL. BETWEEN WOOD STUDS & 1/2" GYP. BO.
 - ▲ 8" CONC. BLOCK.
 - ▲ 8" CONC. BLOCK W/ 1/2" WOOD BLOCKING & WOOD PANELING.
 - ▲ 8" CONC. BLOCK W/ CERAMIC TILE ONE SIDE.
 - ▲ 10" CONC. WALL W/ REIN. INSL. BETWEEN 3/4" WOOD BLOCKING COVERED BY 1/4" PLYWOOD & WOOD SHINGLES, EXTERIOR.
 - ▲ 12" CONCRETE WALL W/ 1/2" REIN. INSL. / 8" CON. BLK.
 - ▲ 24" CONCRETE WALL.
 - ▲ 24" CONCRETE WALL W/ REIN. INSL. BETWEEN WOOD STUDS OPENED W/ 1/2" GYP. BO.
 - ▲ 6" CONC. BLOCK W/ 1/2" REIN. INSL. & 1/2" GYP. BO.
 - ▲ 8" METAL STUDS W/ 1/2" GYP. BO. EACH SIDE W/ COMP. ATTENUATION INSL.
 - ▲ TELL. JENK. LOCATION

STATE OF NEW HAMPSHIRE DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS SPECIAL SERVICES DIVISION		A.J.A. ARCHITECTS AND ENGINEERS 194 NORTH MAIN STREET CONCORD NEW HAMPSHIRE
MT. WASHINGTON SUMMIT BUILDING SARGENT'S PURCHASE STATE PROJECT NO. 8282-B		NEW HAMPSHIRE
FIRST FLOOR PLAN		A-2
REVISIONS	DATE	SCALE: 1/8" = 1'-0" DATE: 4-5-78

