



STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL AND CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION

172 Pembroke Road Concord, New Hampshire 03301
Phone: (603) 271-3556 Fax: (603) 271-3553 E-Mail: nhparks@dncr.nh.gov
Web: www.nhstateparks.org

April 12, 2021

His Excellency, Governor Christopher T. Sununu
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

In accordance with RSA 216-A:3, III, authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation (Department) to enter into a Project Agreement with the White Mountain Trail Collective of Campton, NH for access to and non-exclusive use of certain trails and areas in Cathedral Ledge State Park effective upon Governor and Executive Council approval through November 1, 2021. No State Funding Required.

EXPLANATION

The Department has authorization under RSA 216-A:3, III to enter into such agreements with the approval of the Governor and Executive Council. This Project Agreement grants the White Mountain Trail Collective non-exclusive use of certain trails and areas in the Cathedral Ledge State Park (Park) in order to restore climber access trails to achieve the Parties mutual goals of providing stewardship to and enhancing public recreational opportunities at the Park. White Mountain Trail Collective will bear the cost of all improvements, construction, and maintenance projects while using their own equipment, tools, and materials.

The Attorney General's office has reviewed and approved this Project Agreement as to form, substance and execution.

Respectfully submitted,

Philip A. Bryce
Director

Concurred,

Sarah L. Stewart
Commissioner

PROJECT AGREEMENT
between the
NH DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
and the
WHITE MOUNTAIN TRAIL COLLECTIVE

In accordance with RSA 227-H:9 and 216-A:3, this Project Agreement ("Agreement") is entered into by and between the State of New Hampshire, Department of Natural and Cultural Resources ("State" and "DNCR"), Division of Parks and Recreation ("DPR") and the **WHITE MOUNTAIN TRAIL COLLECTIVE**, including but not limited to its officers, agents, assigns, employees, members and volunteers ("WMTC" or "Group," collectively), 98 Taylor Drive, Campton, New Hampshire 03223.

Whereas, Cathedral Ledge State Park ("Park"), located in the towns of Bartlett, Conway and Hale's Location, New Hampshire, is owned by the State of New Hampshire and managed through the Division of Parks and Recreation as a state reservation under RSA 227-H:1, and

Whereas, the *Intent* set forth for the Division of Parks and Recreation is established by law under RSA 216-A:1, which states:

"It is the intent of the general court that a comprehensive state park system shall be developed, operated, and maintained to achieve the following purposes in order of the following priority:

- I. To protect and preserve unusual scenic, scientific, historical, recreational, and natural areas within the state.*
- II. To continually provide such additional park areas and facilities as may be necessary to meet the recreational needs of the citizens of all regions of the state.*
- III. To make these areas accessible to the public for recreational, education, scientific, and other uses consistent with their protection and preservation.*
- IV. To encourage and support tourism and related economic activity within the state;"*

Whereas, the Ten-Year Strategic Development And Capital Improvement Plan directs the Division of Parks and Recreation to *"take advantage of innovation and partnerships to increase the quality of stewardship"* and to *"formalize framework(s) of agreements, ...that serves as an improved basis for all park "friends groups", parks affiliates, park operations, and relationships,"* and

Whereas, the White Mountain Trail Collective, is a non-profit organization whose mission is *"to work in cooperation with trail clubs, crews and organizations in support of the trail systems in the White Mountains; to maintain an association of persons interested in trail maintenance and preservation; to assist in the development, promotion, and completion of trail services, facilities, and programs; to act as liaison between the community and trail clubs, crews and organizations; and to increase public awareness and stimulate the use and preservation of the trail systems in White Mountains,"* and is registered with the NH Department of Justice, Charitable Trust Division (Regn #31839), and is in "Good Standing" with the Secretary of State's Office (Bus. ID #810771),

Now therefore, the State and the Group (collectively, the "Parties") agree to the following terms:

1. **PURPOSE.** This Agreement grants the Group access to and non-exclusive use of certain trails and areas in the Park, as specifically identified in **Exhibit A: Premises ("Premises")**, to restore hiking trails to achieve the Parties mutual goals of providing stewardship to and

enhancing public recreational opportunities at the Park, as more specifically described in **Exhibit B: Annual Work Plan (“AWP”)**, submitted by the Group and approved by the State.

2. **TERM.** The term of this Agreement shall be from the date of approval by the Governor and Executive Council through November 1, 2021, unless terminated earlier as provided herein.
3. **PREMISES.** The Group shall be granted “non-exclusive” access to and use of certain Park land and trails, as specified in **Exhibit A: Premises**, which is incorporated herein. Use of and activities upon the Premises shall be in accordance with this Agreement, the provisions of Exhibit A, and the AWP submitted by the Group and approved by the State.

3.1. *Non-exclusive use.* “Non-exclusive” access and use granted herein or through **Exhibit A**, the AWP, Special Use Permit (“SUP”) or any other agreement between the Parties, is a privilege for access to and use of said lands and facilities; and does not represent nor imply a real property or other interest in the land and facilities for which the State shall reserve control of and all rights and privileges.

The Group shall not at any time adversely impact the access, use, and enjoyment of the Park, Premises, lands, facilities, and trails by the general public, except as may be granted to the Group herein or through the AWP or other permitting by the State. The Group shall not at any time grant use of the Park to third parties, except as permitted by the State through the AWP or by SUP.

3.2. *Sanitation, housekeeping, and grounds.* The Group’s activities at the Park shall be conducted in a prudent, good and safe manner. The Premises used by the Group shall be kept in good condition, including but not limited to matters of housekeeping, sanitation, and grounds upkeep, allowing for normal wear and tear as determined by the State. The Group shall promptly report any and all damage to the Premises occasioned by storm, accident, or other such unforeseen events.

The State reserves its right to maintain the facilities and grounds within the Park and the Premises, at its discretion, to protect and maintain park resources. The State shall not be required or compelled to maintain grounds and areas for the benefit or convenience of the Group.

3.3. *Condition of Premises.* The Group shall not alter, modify, nor make any improvements to the Premises, whether temporary, cosmetic, or permanent, without prior written approval from the State of the Group’s AWP.

3.4. *Personal property.* The State shall not be responsible for the Group’s property stored, placed or left on the Premises or within the Park at any time.

3.5. *Inspections.* The State’s Field Contact shall inspect the Premises periodically during the project term to ensure that the Premises are in good working order and acceptable condition with respect to the Group’s obligations for use and restoration of the Premises, normal wear and tear accepted. The Group shall fulfill, at its sole expense, all reasonable requests of the State to address any deficiencies found, as a result of their activities or unmet obligations. Any deficiencies found shall be documented by the

State's Field Contact, with copies sent to the Group, the Division's Supervisor of Park Operations and the Volunteer Coordinator.

The State reserves its right to restrict or close the Park and/or Premises, including but not limited to lands, facilities, or trails to public use and/or access, pursuant to Res 7300, or for other State activities, including but not limited to timber operations.

4. **MEETINGS.** The Parties shall meet as needed, specifically to discuss the Group's AWP. Subsequent meetings shall be held when deemed necessary by the State or the Group, at a place and time to be mutually agreed upon for the purpose of discussing operational and construction issues, official requests by the Group to the State, and other pertinent business which may arise.
5. **ANNUAL WORK PLAN AND REPORT.** The Group shall provide to the State, through the State's Field Contact, its written Annual Work Plan and report ("AWP") that shall outline the Group's proposed activities, events and operations at the Park and upon the Premises for the project term. Unless specified in Exhibit B, the initial AWP shall be due 60-days upon signing of this Agreement. The AWP shall include, but is not limited to the components outlined in **Exhibit B: Annual Work Plan**, which is incorporated herein.
 - 5.1. *State Approval.* The State shall review the AWP and shall, within 30 days, either approve the plan or request revision and resubmission of the AWP for final approval by the State. The revised AWP shall be due to the State within 30 days following the State's request for revision, so as to allow the Group to address specific comments or objections made by the State. The State reserves the right to reject any part of a proposed activity or scope of work, but shall provide the basis of its final decision in writing.
 - 5.2. *Personnel.* The Group shall at its own expense provide all personnel, subcontractors and volunteers necessary to perform the activities and obligations under this Agreement. The Group warrants that all personnel, subcontractors and volunteers engaged in the performance of this Agreement shall be qualified to perform the duties and activities, and shall be properly Agreement and otherwise authorized to do so under all applicable laws. The Group shall comply with any additional or specialized training required by the State, as specified in the AWP, SUP, or any other agreement between the Parties.
6. **FEES.** The Parties shall agree to the following provisions concerning fees, donations, and the financial capacity of the Group, associated with the Group's activities within or use of the Park.
 - 6.1. *Donations.* The Group is permitted to solicit and receive donations onsite on behalf of and for use in the Park, as specified in the AWP. Third party donations shall not constitute a claim or interest within the Park. The Group shall notify the donor(s) of this policy in writing.
 - 6.2. *Fees charged to third parties.* All fees charged to third parties by the Group for activities within or use of the Park shall be specified in the AWP or by separate SUP, and approved by the State. Fees charged to third parties by the Group shall not grant privileges not normally afforded to the general public, without the prior written consent of the State.

6.3. *Use of revenue.* The Group shall use the fees, donations, and revenue collected from its events and activities within and/or associated with the Park to support the mutual goals of the Parties at the Park, which shall be incorporated into the AWP.

7. **GROUP-SPONSORED IMPROVEMENTS, CONSTRUCTION, AND MAINTENANCE.** The Group may only undertake or subcontract improvements, construction, and/or maintenance at the Park as approved by the State in the AWP, or with the expressed written permission of the State's Field Contact and notification of the Director in response to an unforeseen emergency situation. Recreational trails shall be maintained or constructed in accordance with guidelines provided by the State.

7.1. *Cost of projects.* The Group shall bear the cost of all Group-sponsored improvements, construction, and maintenance projects while using its own equipment, tools, and materials, or subcontracting such State-approved work; and shall ensure that such work is done in a good and workmanlike manner and in compliance with all applicable laws, regulations, and building codes. The State may, at its sole discretion, support Group activities through the cost-sharing of projects and support of State staff, as budgets and project plans allow.

7.2. *Sections 6(F) and 106 Regulatory Reviews.* The State agrees to facilitate the necessary review process under Section 6(f) of the Land and Water Conservation Fund program and Section 106 of the National Historic Preservation Act, if such reviews are applicable to a Group project. The Group agrees to hire and finance an archeologist, biologist, and any other consultant, if required for compliance with Sections 6(f) and 106. The Group agrees that no work shall begin until all applicable regulatory approvals have been obtained.

7.3. *Permits, licensing and approvals.* The Group shall procure, at its sole expense, all necessary federal, state, municipal and any other applicable granting authority the necessary permits, Agreements and approvals required in connection with the activities and operations described herein and under an approved AWP, SUP, or any other agreement between the parties.

7.4. *Title to Group Improvements.* Any and all structural improvements, whether temporary, fixed or permanently installed at the Park, shall be inventoried in the AWP, in accordance with the inventory requirements specified in **Exhibit B**.

Any and all structural improvements fixed or permanently installed at the Park by the Group or its subcontractors, shall vest, free and clear and without cost, to the State upon project completion, unless the State, at its sole discretion, requires such improvements and/or installations be removed by the Group. It shall be notated in the AWP what structures are temporary and what structures are permanent, as approved by the State. Should the State require such improvements and/or installations to be removed by the Group, the Group shall, at its expense, remove such improvements and installations within 30 days of the request or as arranged by mutual agreement, and shall restore the Park and Premises to its original condition as it was prior to the execution of this Agreement, reasonable wear and tear excepted.

All temporary improvements or structures built or installed by the Group that can be removed from the Park and Premises with no adverse or permanent impact to the site or original structure and with the site or original structure being restored to its original condition before such temporary improvement or construction occurred, as determined by the State, shall remain the personal property of the Group. The Group shall remove such temporary improvements or structures within 30 days prior to the termination of this Agreement or as arranged by mutual agreement, and shall restore the Park and Premises to its original condition, reasonable wear and tear excepted.

The decision of the DNCR Commissioner relative to whether an improvement or structure built or installed is deemed fixed or permanent or temporary shall be final and conclusive to this matter.

- 7.5. Interests, Rights, and Obligations Reserved.* The Group shall have no authority to bind, obligate, or restrict the State in any way or at any time for any reason, including but not limited to any and all obligations, conditions, restrictions, regulation, or stipulations of any grant funding, donations, subcontracts, agreements or permits obtained or executed by or that may arise out of the Group in its performance of its activities and operations described herein. Third party grants, donations or other contributions or material support shall not constitute a claim or interest within the Premises.
8. **SIGNS AND ADVERTISING.** All signs, promotions and advertising matters, on site or associated with the Park, shall be in good taste and approved in the AWP. The State reserves the right to prohibit any such materials or promotion. The Group shall have an affirmative obligation to recognize and promote the partnership between the Parties on their website, published materials and external communications.
9. **SPECIAL USE PERMITS.** Special Use Permits are required to grant the Group permission to hold special events and programs, and to reserve facilities or areas of the Park, not covered in the approved AWP. The Group shall apply for a Special Use Permit through the State's Field Contact, pursuant to the requirements of Res 7400: Reserved and Privileged Use of the Department Lands, Facilities and Resources, including all associated fees.
10. **RISK OF LOSS, DAMAGE, OR DESTRUCTION.** Use of and access to all property of every kind by the Group shall be at the sole risk of the Group. The State of New Hampshire and the DNCR shall not be liable to the Group or any other person for any injury, loss, damage, or inconvenience occasioned by any cause whatsoever to said 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, or due to interruptions or loss of utilities or property.

The Group shall report to the State within 24-hours of any and all damages of State-owned real and personal property resulting from the Group's, its subcontractors, or any and all affiliates, use of such property. The Group shall restore, repair, or reimburse the State for any necessary repair or replacement of such property.

In the event that the facilities or trails, or any part thereof during said term, be destroyed or damaged by fire, flood, storm, or other casualty so that the same shall be thereby rendered unfit for the purposes of the Group, the Group may terminate this Agreement at its option.

In any event, the State shall not be obligated to rebuild or replace any facility or trail, wholly or substantially destroyed by fire, flood, storm, or other casualty. The State of New Hampshire and the DNCR shall not be liable to the Group for any loss, damage, or inconvenience occasioned by any cause whatsoever to the Group's revenues, operations, activities or programs.

11. **VOLUNTEER INDEMNIFICATION.** The Group acknowledges and agrees that it and its volunteers are subject to RSA 508:17, whereby certain protections are granted to persons who are volunteers of a nonprofit organization. The Group acknowledges and agrees that it and its volunteers are not subject to RSA 216-A:3-h, whereby certain protections are granted to individual volunteers of the DNCR.

The Group acknowledges and agrees that it, including but not limited to its officers, agents, assigns, employees, members, volunteers and contractors, are not employees of the State of New Hampshire, and therefore not entitled to certain benefits provided to State of New Hampshire employees, including, but not limited to workers' compensation coverage.

The Group shall be solely responsible and liable for its officers, staff, members, volunteers, subcontractors, guests, and its operations, programs, and all other associated activities conducted on the Premises and within the Park.

12. **SUPPORT FOR STATE ACTIONS.** The Group hereby acknowledges that the Park is managed by the State for a broad range of public purposes and the Group hereby agrees to support the State's management of the Park in good faith and also agrees that the rights and privileges granted herein shall not be used as a basis to oppose the State's sovereign privileges, management actions, and decisions taken in the interests of the property, the state forests, and the state park system.

13. **FINAL AUTHORITY.** The Group shall comply with all reasonable requests of the State and his/her agents, and all obligations incorporated in an approved AWP, SUP, or any other agreement between the Parties (for purposes of this part, collectively the "Agreements"). The Group recognizes that they assist the State in the State's mission and duties, and do not have any supervisory or authoritative role or relationship over any of the State's officers, employees, staff, or agents, or volunteers serving under the State separately from the Group.

The decision of the DPR Director relative to the proper execution and performance of the obligations of the Agreements shall be final and conclusive as to each matter not covered in the Agreements, and questions that may arise in connection with the privileges granted, and also as to each matter which is not clearly covered in the Agreements. The Group may reserve its right to appeal to the DNCR Commissioner relative to a decision of the DPR Director, pursuant to Res 200: Rules of Practice and Procedure.

14. **CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and any AWP, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the activities under this Agreement immediately upon giving the Group notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to Group in the event funds earmarked under this Agreement are reduced or unavailable.

15. **COMPLIANCE WITH LAWS AND REGULATIONS.** The Group shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Group, including, but not limited to, civil rights and equal employment opportunity laws.

15.1. The Group shall also comply with the applicable policies, regulations, and applicable administrative rules of the DNCR.

15.2. The Group agrees to permit the State access to any of the Group's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

15.3. Confidentiality of data, including but not limited to studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished, shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

16. **WAIVER OF DEFAULT.** No failure by the State to enforce any provisions hereof shall be deemed a waiver of its rights with regard to that event of default, or any subsequent event of default. No express failure to enforce any event of default shall be deemed a waiver of the right of the State of New

Hampshire to enforce each and all of the provisions hereof upon any further or other event of default on the part of the Group.

17. **TERMINATION.**

17.1. This Agreement shall be subject to cancellation by the Group, regardless of grounds therefore, by giving the State sixty (30) days written notice of cancellation.

17.2. This Agreement shall be subject to cancellation by the State, in the event of the failure of the Group to perform, keep and observe any of the conditions of the Agreement and the failure of the Group to correct the default or breach within a time specified by the DNCR Commissioner, by giving the Group thirty (30) days written notice of cancellation.

18. **RELATION TO THE STATE.** In the performance of this Agreement, the Group is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Group nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

19. **ASSIGNMENT / SUBCONTRACTS.** The Group shall not assign, or otherwise transfer any interest in this Agreement. None of the activities or work permitted under this Agreement and/or AWP shall be subcontracted by the Group without the prior written notice and consent of the State. The State is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

20. **INDEMNIFICATION AND SOVEREIGN IMMUNITY.**

20.1. Unless otherwise exempted by law, the Group shall indemnify and hold harmless the State, its officers and employees from and against any and all losses suffered by the State of New Hampshire, its officers, employees and agents, and any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of):

20.1.1. The acts or omission of the Group, or its agents, subcontractors, volunteers, or invitees, including by not limited to the negligence, recklessness or intentional conduct occurring on the Property in

conjunction with the Group's activities under this Agreement; or

20.1.2. Anything owned or controlled or operated by the Group, its agents, subcontractors, volunteers, or invitees and used on the Property in connection with the Group's activities under this Agreement.

20.1.3. The State shall not be liable for any costs incurred by the Group arising under this paragraph.

20.2. 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 shall survive the termination of this Agreement.

21. INSURANCE.

21.1. *General Liability Insurance.* The Group 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 against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess, which insurance shall be extended to cover the State of New Hampshire - Dept. of Natural and Cultural Resources as additionally insured in respect to the foregoing indemnification.

21.2. *Workers' Compensation Insurance.* By signing this Agreement, the Group agrees, certifies and warrants that the Group is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation"). To the extent the Group is subject to the requirements of N.H. RSA chapter 281-A, the Group shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Group shall furnish the State proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) 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 the Group, or any subcontractor or employee of the

Group, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the activities under this Agreement.

21.3. *Standard Form.* All policies described herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the NH Department of Insurance, and issued by insurers Agreement in the State of New Hampshire. The Group shall furnish the Department with a certificate(s) of insurance for all insurance required under this Agreement, including certificate(s) of insurance for all renewal(s) of insurance required under this Agreement 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. Failure to comply may cause a delay in the Group's use of the Premises and/or operations at the Property, and shall be considered a material breach of this Agreement.

22. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by both parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

23. CHOICE OF LAW. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in the Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

24. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

25. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

26. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect. It is the sole responsibility of the Group's leadership to communicate and provide the expectations and requirements within this Agreement to their membership.

27. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of

28. FIELD CONTACTS. In matters pertaining to field operations, the following persons, or their subsequent replacements, shall represent their respective agencies. The State's field contact may be invited to attend all regular meetings of the Group, and shall by written request be given access to all minutes, reports, and financial information associated with the Park that are distributed to the Group's board and members.

which shall be deemed an original, constitutes the entire Agreement and understanding between the Parties, and supersedes all prior agreements and understandings relating hereto. If any provision of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity or enforcement of the remaining provision hereof. It is the sole responsibility of the Group's leadership to communicate and provide the expectations and requirements within this Agreement to their membership.

WHITE MOUNTAIN TRAIL COLLECTIVE

Melanie Luce, Executive Director
P: 603-733-8885
E: melanie.luce@wmtrailcollective.org

STATE FIELD CONTACT

Erik Nelson, Assist. Central Region Supv.
P: 603-724-4497
E: erik.nelson@dncr.nh.gov
VOLUNTEER COORDINATOR

Jesse Creedy Powers,
Volunteer Coordinator
P: 603-271-3056
E: jesse.creedypowers@dncr.nh.gov

IN WITNESS WHEREOF, the Parties hereto have set their hands the date herein named.

WHITE MOUNTAIN TRAIL COLLECTIVE

Melanie Luce

April 6th 2021

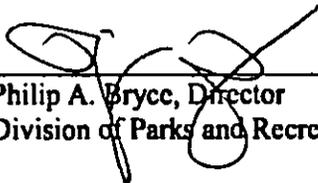
Witness

Date

Melanie Luce, Executive Director
Duly Authorized

Date

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


Philip A. Bryce, Director
Division of Parks and Recreation

4-12-21

Date

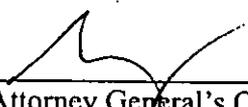


4/13/21

Sarah L. Stewart
Dept. of Natural and Cultural Resources

Date

Approved as to form, substance and execution:



Attorney General's Office 4/16/2021
Date
Michael Haley, Attorney

Governor and Executive Council approval on _____, Item # _____

PAB/ttl-031821

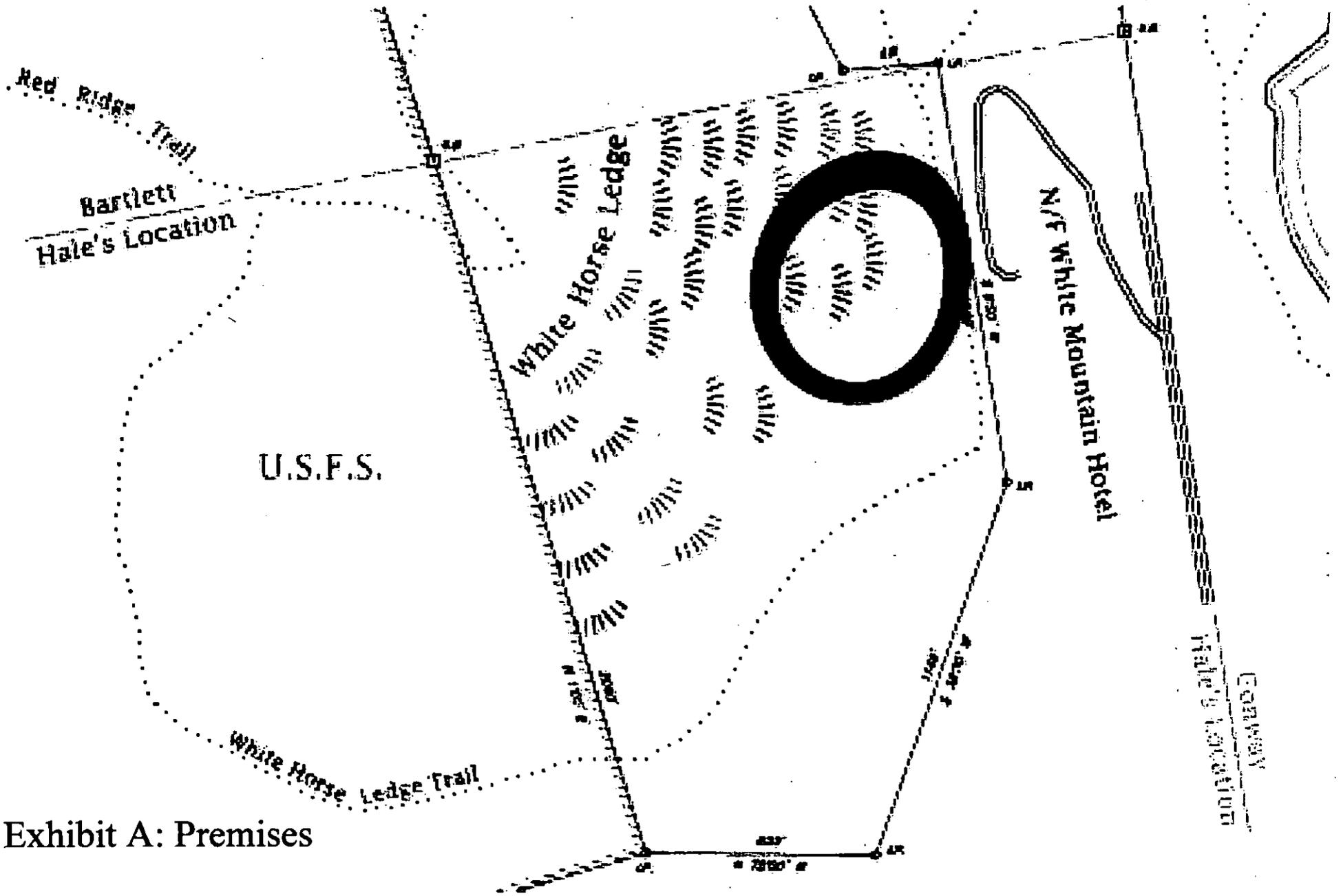


Exhibit A: Premises

Exhibit B: Annual Work Plan ("AWP") for 2021

B-1 Summary of the Past Year

1. Summary of approved projects from the past year (if applicable):
2. Summary of program, event, or fundraiser from the previous year (if applicable):
3. Summary of the Group's activities from the previous year including general maintenance, notable achievements, recognition of individuals, volunteer efforts, and sponsors:
4. Total number of volunteer hours, on DNCR property, from the previous year:

B-2 Operations for the Upcoming Year

1. Overview of the Group's operations including trails maintained by the Group and any cooperative projects to be addressed by the Group and DNCR:
2. Schedule of meetings for the upcoming year:
3. Winter grooming operations (if applicable):
4. List any individual, including those approved previously, requesting to operate a chainsaw on Department land (if applicable):
5. Group roster:
6. Grants and sponsorship initiatives for the upcoming year:
7. Any marketing, advertising, promotional activities, partnerships, and initiatives, related to the use of DNCR properties, including event materials and recognition of the Division as a partner:

B-3 New Projects for the Upcoming Year

1. New project proposals:
2. Requested closures of DNCR lands, facilities, or trails:

B-4 Programs, Events, Fundraisers

1. Provide a detailed description of all programs, events, and fundraisers requested to be held on Department land in the upcoming year:

B-5 Agreement Requirements

1. Proof of insurance:
2. Group signage on State land:
3. Organizational status:

B-6 Financial Reports

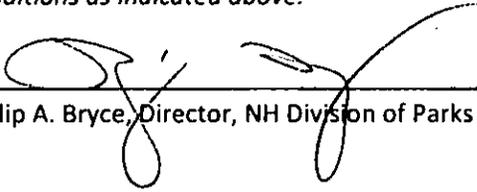
1. Provide a balance sheet or treasurer's report for the year:
2. If collecting fees on behalf of DNCR, give an accounting of any fees due to DNCR as stipulated in the Agreement (if applicable):

B-7 Signatures

In signing this Annual Work Plan, our Group agrees to follow DNCR guidelines and policies for activities approved in this Annual Work Plan. As the Group Leader, and on behalf of the Group, we acknowledge and agree to the terms and conditions contained herein.

<u>Melanie Luce</u>	<u>Melanie Luce</u>	<u>April 6th 2021</u>
Group Leader's Signature	Group Leader's Name	Date

Under authority granted in NH RSA 216-A:3 and RSA 227-H:9, the Department of Natural and Cultural Resources grants permission for use of the reservation as outlined and under the purpose and specific conditions as indicated above.

	<u>4-12-21</u>
Philip A. Bryce, Director, NH Division of Parks and Recreation	Date

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that WHITE MOUNTAIN TRAIL COLLECTIVE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 16, 2019. 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: 810771

Certificate Number: 0005049004



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 30th day of November A.D. 2020.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

Business Information

Business Details

Business Name:	WHITE MOUNTAIN TRAIL COLLECTIVE	Business ID:	810771
Business Type:	Domestic Nonprofit Corporation	Business Status:	Good Standing
Business Creation Date:	01/16/2019	Name in State of Incorporation:	Not Available
Date of Formation in Jurisdiction:	N/A		
Principal Office Address:	98 Taylor Dr, Campton, NH, 03223, USA	Mailing Address:	PO Box 26, Ashland, NH, 03217, USA
Citizenship / State of Incorporation:	Domestic/New Hampshire		
		Last Nonprofit Report Year:	2020
		Next Report Year:	2025
Duration:	Not Stated		
Business Email:	wmtrailcollective@gmail.com	Phone #:	603-236-6917
Notification Email:	wmtrailcollective@gmail.com	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / Amendment 3/13/19-To work in cooperation with trail clubs, crews and organizations in support of the rail systems in the White Mountains; to maintain an association of opersons interested in trail maintenance and preservation; to assist in development, promotion, and completion of trail services, facilities, and programs; to act as liaison between the community and trail clubs, crews and organizations; and to increase public awareness and stimulate the use and preservation of the trail systems in White Mountains. 501(c)(3)	

Page 1 of 1, records 1 to 1 of 1

Principals Information

Name/Title	Business Address
Matthew Smith / Incorporator	98 Taylor Dr, Campton, NH, 03223, USA
Michael Stonebraker / Incorporator	134 Beacon St, Boston, MA, 02116, USA
Katelin Nickerson / Incorporator	49 Verrill Rd, Pownal, ME, 04069, USA
Michael Brodie / Incorporator	45-7 Cogswell, Cambridge, MA, 02140, USA
William Carlson / Incorporator	60 Settlers Court, Bedford, NH, 03101, USA

< Previous ... 1 **2** ... Next > Page 1 of 2, records 1 to 5 of 7 Go to Page

Registered Agent Information

Name: Not Available

Registered Office Not Available
Address:

Registered Mailing Not Available
Address:

Trade Name Information

Business Name	Business ID	Business Status
WHITE MOUNTAIN TRAIL FEST (/online/BusinessInquire/TradeNameInformation? businessID=663636)	833610	Rejected

Trade Name Owned By

Name	Title	Address
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Trademark Information

Trademark Number	Trademark Name	Business Address	Mailing Address
No records to view.			

- [Filing History](#)
- [Address History](#)
- [View All Other Addresses](#)
- [Name History](#)
- [Shares](#)
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NH Department of State, 107 North Main St. Room 204, Concord, NH 03301 -- [Contact Us](#)
[\(/online/Home/ContactUS\)](#)

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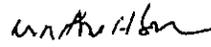
Corporate Resolution

I, **Matt Smith, President WMTC** hereby certify that I am duly elected Clerk/Secretary/Officer
(Name)
of **White Mountain Trail Collective**. I hereby certify the following is a true of a vote taken at a
(Name of Corporation)
meeting of the Board of Directors/shareholders, duly called and held on January 15th, 2021,
at which a quorum of the directors/shareholders were present and voting.

Voted: That **Melanie Luce, Executive Director** (may list more than one person) is duly
(Name and Title)
authorized to enter into contracts or agreements on behalf of the **White Mountain Trail Collective**
(Name of Corporation)
with the State of New Hampshire and any of its agencies and departments and further is
authorized to execute any documents which may in his/her judgement to be desirable or
necessary to affect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force
and effect as the date of the contract to which this certificate is attached. This authority **shall**
remain valid for thirty (30) days from the date of this Corporate Resolution. I further certify
that it is understood the State of New Hampshire will rely on this certificate as evidence the
person(s) listed above currently occupy the positions(s) indicated and that they have full
authority to bind the corporation. To the extent that there are limits on the authority of any listed
individual to bind the corporation in contracts with the State of New Hampshire, all such
limitations are expressly stated herein.

DATED: April 5th 2021

ATTEST:  **President, White Mountain Trail Collective**
(Name & Title)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/30/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance United, Inc. dba Conservation United PO Box 759 Higley AZ 85236		CONTACT NAME: Kelly Cassidy PHONE (A/C, No, Ext): (844) 559-8336 E-MAIL ADDRESS: kelly@insuranceunited.com FAX (A/C, No): (602) 388-8110	
INSURED White Mountain Trail Collective 68 Taylor Road Campton NH 03223		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Ins Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 18058	

COVERAGES **CERTIFICATE NUMBER:** CL1912501364 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	PHPK2067968	11/19/2019	11/19/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Sexual Abuse Cov \$ 50,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		PHPK2067968	11/19/2019	11/19/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 100,000.00 E.L. DISEASE - EA EMPLOYEE \$ 100,000.00 E.L. DISEASE - POLICY LIMIT \$ 500,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 State of New Hampshire, NH Department of Natural and Cultural Resources Division of Parks and Recreation are additional insureds when agreed by written contract.

CERTIFICATE HOLDER State of New Hampshire NH Department of Natural and Cultural 172 Pembroke Rd Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Richard M. Johnson, Jr.</i>
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