

JBR
56



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

September 14, 2021

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

REQUESTED ACTION

Pursuant to RSA 216-A:3, III and RSA 227-H:9, authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation and Division of Forests and Lands to enter into a Memorandum of Agreement with the White Mountain Trail Collective of Campton, NH for access to and non-exclusive use of certain trails in state parks and state forests for a 5-year period effective upon Governor and Executive Council approval through November 30, 2026. No State Funding Required.

EXPLANATION

The Memorandum of Agreement (MOA) grants the White Mountain Trail Collective non-exclusive use of certain trails in state parks and state forests to achieve the Parties mutual goals of providing stewardship to and enhancing public recreation opportunities. White Mountain Trail Collective will bear the cost of all the improvement, construction, and maintenance projects while using their own equipment, tools, and materials.

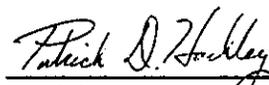
The White Mountain Trail Collective is a non-profit organization funded through donations that coordinates and provides administrative support to volunteers and trail clubs. The MOA will allow them to coordinate trail work on agency properties through an annual work plan at no cost to the agency.

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

Respectfully submitted,

Concurred,

(PSM)



Patrick D. Hackley
Director, Division of Forests and Lands



Philip A. Bryce
Acting Commissioner

MEMORANDUM OF 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 Memorandum of 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, state parks and state forests, located throughout the state of New Hampshire, are owned by the State of New Hampshire and managed through the Division of Parks and Recreation and the Division of Forests and Lands as state reservations 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 mission of the Division of Forests and Lands is accomplished through responsible management of the state's forested resources; by providing natural resource information and education to the public; and through the protection of these resources for the continuing benefit of the state's citizens, visitors, and forest industry; and

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 with its mission "*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 lands and trails in state parks and state forests to achieve the Parties mutual goals of providing stewardship to and enhancing public recreational opportunities. The Group shall request permission to access specific lands and trails through its Annual Work Plan (“AWP”), as described herein 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 30, 2026, unless terminated earlier as provided herein.
3. **PREMISES.** Upon State approval of the Group’s AWP, the Group shall be granted “non-exclusive” access to and use of certain state parks and state forests land, facilities and trails. Use of and activities upon such land, facilities and trails shall be in accordance with this Agreement and the AWP, submitted by the Group and approved by the State.
 - 3.1. *Non-exclusive use.* “Non-exclusive” access and use granted through the AWP, or a Special Use Permit (“SUP”), or any other agreement between the Parties, is a privilege for access to and use of said lands, facilities and trails; and does not represent nor imply a real property or other interest in the land, facilities or trails 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 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 land, facilities or trails to third parties, except as permitted by the State through the AWP or by SUP.

The State reserves its right to maintain the lands, facilities and trails within the state parks and state forests system, at its discretion, to protect and maintain park and forest resources. The State shall not be required or compelled to maintain grounds and areas for the benefit or convenience of the Group.

- 3.2. *Condition of Premises.* The Group shall not alter, modify, nor make any improvements to the lands, facilities or trails, whether temporary, cosmetic, or permanent, without prior written approval from the State of the Group’s AWP.
- 3.3. *Personal property.* The State shall not be responsible for the Group’s property stored, placed or left on or within the lands, facilities or trails at any time.
- 3.4. *Inspections.* The State’s Field Contact(s) shall inspect the project site periodically during the project term to ensure that the site is in good working order and acceptable condition with respect to the Group’s obligations for use of the site, 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(s), with copies sent to the Group and the appropriate State Regional Supervisor.

The State reserves its right to restrict or close to public use and/or access the state park or state forest, including but not limited to lands, facilities, or trails, 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(s), its written Annual Work Plan and report ("AWP") that shall clearly and precisely identify each project area and shall outline the Group's proposed work, activities, events and operations for the project term. 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 A: 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.
 - 6.1. *Donations.* The Group is permitted to solicit and receive donations onsite on behalf of and for use in the state park or state forest, as specified in the AWP. Third party donations shall not constitute a claim or interest within the state park or state forest. 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 state park or state forest 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 state park or state forest to support the mutual goals of the Parties, 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 state park or state forest, as approved by the State in the AWP, or with the expressed written permission of the State's Field Contact(s) 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 in or upon the state park and state forest, shall be inventoried in the AWP, in accordance with the inventory requirements specified in **Exhibit A.**

Any and all structural improvements fixed or permanently installed in or upon the land 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 state park or state forest 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 state park and state forest 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 state park and state forest 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 state park and state forest.
8. **SIGNS AND ADVERTISING.** All signs, promotions and advertising matters, on site or associated with the state park and state forest, 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 state park and state forest, not covered in the approved AWP. The Group shall apply for a Special Use Permit through the State's Field Contact(s), 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 and within the state park and state forest.

12. **SUPPORT FOR STATE ACTIONS.** The Group hereby acknowledges that the state parks and state forests are managed by the State for a broad range of public purposes and the Group hereby agrees to support the State's management of the state parks and state forests 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 State's Directors 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 Directors, pursuant to Res 200: Rules of Practice and Procedure.

WHITE MOUNTAIN TRAIL COLLECTIVE

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

STATE FIELD CONTACT

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

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

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.

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

WHITE MOUNTAIN TRAIL COLLECTIVE

Matthew Asm 8/1/21
 Witness Date

Melanie Luce August 1st, 2021
 Melanie Luce, Executive Director Date
 Duly Authorized

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

Philip A. Bryce 9/27/21
 Philip A. Bryce, Director Date
 Division of Parks and Recreation

Patrick D. Hackley 9/27/21
 Patrick D. Hackley Date
 Division of Forests and Lands

Concur Philip A. Bryce 9/27/21
 Philip A. Bryce
 Acting Commissioner
 For *Sarah L. Stewart* 9/27/21
 Sarah L. Stewart Date
 Dept. of Natural and Cultural Resources

Approved as to form, substance and execution:

Michael Haley 9/28/2021
 Michael Haley, Attorney General's Office Date

Governor and Council approval on _____, Item # _____

EXHIBIT A: ANNUAL WORK PLAN (“AWP”)

[ADD ATTACHMENT]



NH Department of Natural and Cultural Resources
Volunteer Program
172 Pembroke Road
Concord, NH 03301
T: 603-271-3556
volunteer@dncr.nh.gov



Exhibit A: Annual Work Plan ("AWP") Directions

Volunteer Groups (Group) in a Volunteer Agreement with the Department of Natural and Cultural Resources (DNCR and Department) are required to submit an Annual Work Plan (AWP) to the Volunteer Program Manager. AWP's must be submitted by February 1st unless otherwise stipulated in the Group's Volunteer Agreement. Groups that conduct winter operations must submit their AWP by October 1st.

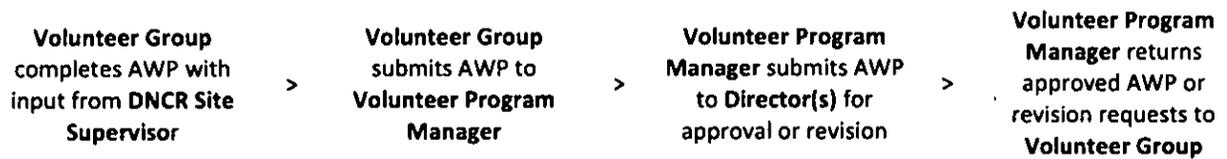
The AWP allows DNCR and the Group to accomplish the following:

- Show the impact volunteer contributions make each year
- Celebrate the achievements of volunteer groups
- Compile a roster of volunteers in order to provide defense and indemnification to each volunteer by complying with RSA 216-A:3-h and RSA 508:17
- Approve projects that are beyond the scope of general maintenance
- Approve events and/or programs that are outside of normal park/forest operations
- Approve groups to receive outside funding for work on DNCR land
- Approve promotional material and signage related to the use of DNCR properties
- Approve group members to operate a chainsaw on DNCR land
- Approve winter grooming on non-motorized trails
- Propose potential partnership opportunities
- Coordinate operations for the upcoming year

AWP's are to be completed by the Group with input from the DNCR Site Supervisor(s). Operations, projects, and programs approved or conceptually approved (may require further review) by the DNCR Site Supervisor shall be included in the AWP submitted to the Volunteer Program Manager. AWP's should be submitted to the Volunteer Program Manager as word document (not a PDF) and any section of the AWP that does not apply to the Group should be denoted as N/A. Requested changes to the AWP will be tracked in the word document and no changes will be made to the AWP without approval from the Group.

DNCR shall review the Group's AWP and shall, within 30 days, either approve the plan or request revision and resubmission of the AWP for final approval by DNCR. DNCR reserves the right to change and/or reject any part of a proposed activity or scope of work. An AWP is approved by DNCR once it has been signed by the Director of Parks & Recreation and/or the Director of Forests & Lands.

Process for submitting and approving an AWP:



If the Group would like to update or add to the AWP after it has been approved, the Group can contact the Volunteer Program Manager to request an amendment.

If you have questions, or would like help filling out your AWP, please contact the Volunteer Program Manager:

Jesse Creedy Powers
jesse.creedypowers@dncr.nh.gov
603-271-3056 (office)
603-419-0371 (cell)

Thank you for all you do for New Hampshire State Parks, Forests, and Historic Sites!

A-1 Summary of the Past Year

1. Summary of approved projects from the past year (if applicable): A project is any work that is beyond what is outlined in the Description of Volunteer Service in the Group's Volunteer Agreement. These types of projects require approval from DNCR staff either through the Group's AWP (section A-3) or through written approval from a DNCR staff member. Examples of projects that require DNCR approval include: improvement projects, construction, vegetation management, major repairs, landscape changes, repair or restoration of buildings.

Summarize any approved projects from the previous year (these include projects that were approved by the Site Supervisor or projects approved in section A-3 of your previous AWP). Provide a status update for each project: completed, in process, not started. Include information such as: any contracted labor, total value of contracted work, list and value of any purchased or donated equipment and materials, any other relevant information.

2. Summary of program, event, or fundraiser from the previous year (if applicable): Include events in section A-4 of your previous AWP as well as any events approved outside the AWP. Include a brief description for each that includes: the name and date of the program/event/fundraiser, how many people attended, any fees or donations collected, financial report of how income from the event was used (if applicable), any associated partnerships or sponsorships.

3. Summary of the Group's activities from the previous year including general maintenance, notable achievements, recognition of individuals, volunteer efforts, and sponsors: Include a summary of the general maintenance activities completed by the Group (any projects should be listed in section A-1:1). All Groups should be periodically submitting a Volunteer Work Report to the Volunteer Program Manager. If the Group has submitted all Volunteer Work Reports for the year, contact the Volunteer Program Manager for a summary of work completed to include in this section.

4. Total number of volunteer hours, on DNCR property, from the previous year: Include any hours that support volunteer efforts on DNCR land. Meeting hours may be counted if the meeting objective is to support volunteer efforts on DNCR land. Do not count travel time to or from a DNCR property.

A-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: In the overview of the Group include the mission of your organization, DNCR trails maintained by the Group, and any DNCR building or facility that the Group uses to support their operations. Explain the capacity in which the DNCR building or facility is used by the Group.

Include any operational needs the Group and DNCR can cooperatively address in the upcoming year. Operational needs are determined by the DNCR Site Supervisor with input from the Volunteer Group and based on the management goals for each property. Examples of projects to be cooperatively addressed include: closing illegal trails, updating signage, blazing, prioritizing trail maintenance on specific trails, rebuilding bridges, etc.

2. Schedule of meetings for the upcoming year: Include dates, times, and locations if known.

3. Winter grooming operations (if applicable): All winter grooming must follow the 'Best Management Practices for Winter Grooming on Non-Motorized Trails' provided to the Group by the Volunteer Program Manager. DNCR will review all proposed trails and indicate in the AWP whether each trail is 'approved to be groomed,' or 'conceptually approved but no grooming will be done until further review is completed and DNCR written approval is given.' The Department reserves the right to establish fees, at any time, for access to and use of any state park area, including trails. **Approval for each trail, even if it was previously approved through an AWP, must be continually given each year by the Department.** Approved grooming trails shall be open to the general public for winter use. No signs limiting the use of a groomed trail shall be permitted. The Department and Site Supervisors may at any time and at their discretion, deny or revoke a portion of or entirely the Group's request to perform winter grooming operations.

a) List all non-motorized trails your Group would like to groom: Beside each trail name, include whether the trail was 'previously approved to be groomed through AWP', or whether it is a 'new proposal.' All newly proposed trails must go through a review process to be coordinated with the Volunteer Program Manager and/or Site Supervisor.

b) List all Groomer Operators: If your Group wishes to add a Groomer Operator mid-year that is not listed in this section of your AWP, you can request to amend your AWP by emailing the Volunteer Program Manager with the full name of the Groomer Operator. The State reserves the right to either approve or deny the request.

c) List all OHRV, snowmobiles, and drag/trail setting equipment that will be used to groom and provide a copy of a completed Trails Maintenance Vehicle registration for each vehicle: Each OHRV or snowmobile used by the Group to groom must be registered as a **Trails Maintenance Vehicle with New Hampshire Fish and Game Department**. When completing the application, check off the box for Cross Country Ski Trails. A copy of each completed Trails Maintenance Vehicle registration shall be provided to DNCR in the AWP or before the start of each grooming season.

d) Confirm that the Group has insurance coverage for all grooming activities and any vehicle used to groom on DNCR land (provide Certificate of Insurance in section A-5:1): As outlined in the Best Management Practices for Winter Grooming on Non-Motorized Trails, the Group must provide a **Certificate of Insurance** that identifies the State as a Certificate Holder.

4. List any individual, including those approved previously, requesting to operate a chainsaw on Department land (if applicable): Approval to operate a chainsaw on State land **must be given by the Department each year.** Approval can be granted through the Group's Annual Work Plan or through written approval from the Volunteer Program Manager.

Any volunteer over the age of 18 approved to operate a chainsaw on DNCR land must adhere to the **Department's Chainsaw Policy #14**. In order to be considered for approval, each individual must have a copy of their **chainsaw training certification and Department Policy #14 Acknowledgement form on file with the**

Volunteer Program Manager. Training certifications from a DNCR led course or other approved training program are valid for 3 years

Volunteers are not permitted to do any cutting that exceeds the definition of “basic sawyer” as outlined within the Policy. Volunteers are expected to provide their own equipment, materials/supplies/tools, and Personal Protective Equipment (PPEs) that meet the requirements outlined in the policy. The Department will not be responsible for any damages to the equipment while being used on State property. All volunteers are expected to notify the Site Supervisor in advance of any chainsaw use and include their planned arrival time, their expected time of returning to their vehicle, what trails or routes are included, who is with you, and what the cutting plans or needs are for the day. Before operating a chainsaw on DNCR property, the Site Supervisor will need to check your PPEs to ensure that they are in safe and acceptable condition. The Department, at any time, has final authority to approve, deny, and/or halt chainsaw operations on Department lands.

5. Group roster: Include a list of members regularly volunteering on DNCR property/properties, a list of board members, and the names of members who are assigned keys to a State Reservation, premises and/or facility. The purpose of the Group roster is to provide defense and indemnification for DNCR volunteers by complying with RSA 216-A:3-h and RSA 508:17. **The Group can update the roster throughout the year** by emailing the Volunteer Program Manager. The Department reserves the right and at its discretion, to either approve or deny the Group’s request to add any new volunteer.

Anyone volunteering with the Group who is **not listed in the AWP in section A-2:5** must sign a Single Day Sign In Sheet (unless volunteer guests are otherwise covered by your Group’s Volunteer Agreement). Most Volunteer Agreements require the use of Single Day Sign In Sheets. Completed sign in sheets can be emailed or mailed to the Volunteer Program Manager.

6. Grants and sponsorship initiatives for the upcoming year: DNCR must review and approve any grants or outside funding to verify that the funding source does not bind, obligate, or restrict the State in any way.

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: Any promotional materials not included in the AWP, must be submitted to the Volunteer Program Manager for approval. Any and all promotional materials shall recognize the Division as a partner and shall, if applicable, identify the State Reservation by name.

<u>A-3 New Projects for the Upcoming Year</u>
--

1. New project proposals: A project is any work that is beyond what is outlined in the Description of Volunteer Service in the Group’s Volunteer Agreement. These types of projects require approval from DNCR either by including it in this section of the Group’s AWP or through written approval from the DNCR Site Supervisor. Approval must be granted by DNCR prior to the start of any work. **Examples of projects that require DNCR approval include:** improvement projects, construction, vegetation management, major repairs, landscape changes, repair or restoration of buildings.

Be as descriptive as possible when outlining a new project proposal. Include the purpose of the project and information such as maps, uses, alternatives, funding, structural improvements, and how this project will help to

support or benefit the mission of the Department. Note whether the proposed project is related to an existing MOA or Agreement with DNCR.

DNCR will review all new project proposals and indicate in the AWP whether the project is: **'approved and to be completed at the convenience of the Group with communication with the Site Supervisor,'** or **'conceptually approved but no work will be done until further review is completed and DNCR written approval is given.'**

2. Requested closures of DNCR lands, facilities, or trails: List any and all requested restriction or closures of DNCR lands, facilities, or trails to the general public that may be necessary to accomplish or complete a Group project in the upcoming year.

A-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: Include as much detailed information as possible. Include information such as: actual dates and times (including set-up/clean-up), any fees/admission/rates/prices/donation requests/other charges, advertising/marketing materials, who the target audience is (i.e. general public, children, group members, etc.), any co-sponsors or partners involved, special considerations (i.e. park staff assistance, onsite emergency services, sanitation services, traffic control, electricity), if event tents will be used, if/what food will be served, any 3rd party vendors, and how the gross revenue from the event will be used.

DNCR will review and indicate for each program, event, and fundraiser whether the activity is: **'approved and shall not require additional permitting from the State,'** or **'shall require a Special Use Permit (SUP) in accordance with Res 7403.01'.**

Programs, events, and fundraisers that **require a SUP** will have an associated **one-time annual administrative fee of \$100.00** made payable to the "Treasurer, State of New Hampshire." The \$100.00 administrative fee will cover all preapproved programs, events, and fundraisers for the year that requires a SUP and are **scheduled in advance through the AWP.** Please note that if a program, event, or fundraiser is **not covered under the Group's general liability insurance policy,** the Group will be required to **secure additional event insurance** for the date(s) of the activity.

Any program, event, or fundraiser held by the Group that is **not included in the AWP, must be reviewed for approval** by the Department and may require a SUP and any associated SUP program policies, procedures, fees, and requirements. The State reserves the right to either approve or deny the request.

A-5 Agreement Requirements

1. Proof of insurance: Each Volunteer Group is required to carry and maintain in force general liability insurance coverage in the following amounts: a) One Million Dollars (\$1,000,000) per occurrence; and b) Two Million Dollars (\$2,000,000) in the aggregate. The Volunteer Group shall identify the State as the **Certificate Holder and additional insured.** The Certificate Holder shall be listed as follows: State of New Hampshire, Division of Natural

and Cultural Resources, Division of Parks and Recreation, 172 Pembroke Road, Concord NH 03301. Include any proof of insurance for **winter grooming operations** on DNCR non-motorized trails as outlined in **section A-2:3d**.

2. Group signage on State land: Include any signage the Group would like to post on State land. All signage requires written approval from DNCR and must be consistent with State Park branding. Include any relevant maps, pictures, blazing, etc. of proposed signage.

3. Organizational status: Confirm that the Group is in "Good Standing" with the **Secretary of State's Corporate Division**. Denote whether the Group is a registered charity with the **Attorney General's Charitable Trusts Unit**.

A-6 Financial Reports

1. Provide a balance sheet or treasurer's report for the year: The following documentation will suffice: a copy of the **Group's Annual Report** that is provided to the Secretary of State's Corporate Division, or the Group's most recent **Treasurer's Report**.

The balance sheet or treasurer's report should outline how fees, donations, and revenue collected from events and activities, within and/or associated with the DNCR property, went to support the mutual goals of the Group and DNCR.

2. If collecting fees on behalf of DNCR, give an accounting of any fees due to DNCR as stipulated in the Agreement (if applicable):

A-7 Signatures

The Group Leader, usually the President or whoever signed the Volunteer Group Agreement, shall sign the completed AWP and then submit it to the Volunteer Program Manager.

DNCR shall review the Group's AWP and shall, within 30 days, either approve the plan or request revision and resubmission of the AWP for final approval by DNCR. An AWP is considered to be 'approved' once it is signed by the Director of Parks & Recreation and/or the Director of Forests & Lands.

State of New Hampshire

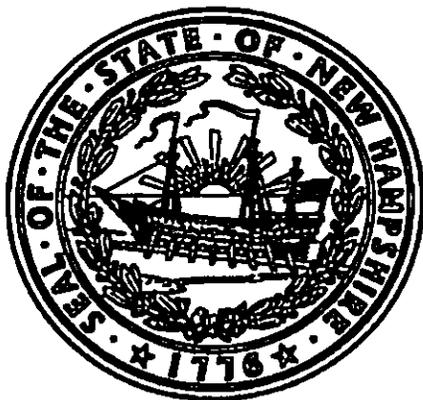
Department of State

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 "Wm 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
------	-------	---------

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](#)
- [Businesses Linked to Registered Agent](#)
- [Return to Search](#)
- [Back](#)

NH Department of State, 107 North Main St. Room 204, Concord, NH 03301 -- [Contact Us](#)
[\(/online/Home/ContactUS\)](#)

Version 2.1 © 2014 PCC Technology Group, LLC, All Rights Reserved.

Corporate Resolution

Matthew H. Smith

I, Matthew Smith, 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 Jan 28th, 2020,
at which a quorum of the directors/shareholders were present and voting.

Voted: That McKinzie Luce, ED (may list more than one person) is duly
(Name and Title)

authorized to enter into contracts or agreements on behalf of 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: 8/11/2021

ATTEST: Matthew H. Smith President
(Name & Title)

STATE OF New Hampshire
COUNTY OF Grafton

On the 11 day of Aug, 2021, before me Judy Kinney,
the undersigned officer personally appeared Matthew Smith, known to me
or satisfactorily proven to be the person whose name is subscribed to the within instrument and
acknowledged that he/she executed the same for purposes therein contained. In witness whereof,
I hereunto set me hand and official seal:

Judy L. Kinney
Justice of the Peace / Notary Public

My Commission Expires:

JUDY L. KINNEY, Notary Public
My Commission Expires October 3, 2023



