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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  
Web: [www.nhstateparks.org](http://www.nhstateparks.org)

February 2, 2022

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

**REQUESTED ACTION**

Pursuant to RSA 21-I:80, I(b), authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation (Division) to enter into a **Sole Source** Programmatic Agreement with the Student Conservation Association, Inc., (VC#173352), d/b/a SCA NH Corps (SCA, collectively), 1310 N. Courthouse Rd, Suite 110, Arlington, VA 22201, in the amount of \$265,000 to provide interpretive and conservation services at various State Parks upon Governor and Executive Council approval through December 31, 2022. 100% Other Funds (Agency Income).

Funding is available as follows for Fiscal Years 2022 and 2023 with the authority to adjust encumbrances in each of the State Fiscal Years through the Budget Office, if needed and justified:

03-035-035-351510-37200000, <u>Service Parks</u>	<u>FY 2022</u>	<u>FY 2023</u>
102-500731 - Contracts for Program Services	\$55,000	\$110,000
03-035-035-351510-40160000, <u>Office of Community Recreation</u>	\$34,000	\$ 66,000
102-500731- Contracts for Program Services		
Totals:	\$89,000	\$176,000

**EXPLANATION**

The request is **Sole Source** because of the organizational expertise and willingness to operate a residential service corps at Bear Brook State Park. The Division issued a Solicitation of Interest in September 2021 for qualified and experienced organizations to develop, implement and manage a residential-based Conservation and Education Corps at Bear Brook State Park, Spruce Pond Camp. The solicitation was posted on the state purchasing website and sent to the Corps Network, a national association of service and conservation corps, and other conservation service providers. Two proposals were received, and only the SCA met the scope of services, including operating a residential program as outlined in the Solicitation of Interest.

The SCA has provided conservation and education services to the Division since 1994 and has provided important conservation and education services to municipalities, non-profit organizations, and state and federal agencies. The partnership between the SCA and the Division provides a well-established, unique combination of leadership development, state park interpretative services and field operations to improve the condition of New Hampshire state parks.

This Agreement is part of comprehensive service-learning program based at Bear Brook State Park. The SCA is a residential community of emerging leaders who devote seven months to full-time educational and conservation service. Each year, 30 college-aged members come from across the U.S. to provide direct service to the natural resources and people of New Hampshire. From April through October, SCA members serve in one of two positions within the program, as Interpretive Rangers providing environmental education programming in NH State Parks, or as Conservation Stewards that carry out significant natural resource protection, conservation projects and recreational improvement projects throughout the state.

The funding requested herein is specifically for Interpretive Rangers and Conservation Stewards operating in NH State Parks. The program includes the recruitment, training, and supervision of Corps members. The interpretive services, known as the Discover the Power of Parks Program, will educate more than 35,000 visitors at twelve state park locations. Programs focus on connecting participants with nature and building an appreciation for New Hampshire's natural heritage. Fall nature programming is offered for free after Labor Day at select state parks and community locations for scout groups, classrooms, after school programs, senior centers, and libraries.

In 2019, SCA NH celebrated its 25th year of AmeriCorps programming, having managed over 700 AmeriCorps members that have served over one million hours from Bear Brook State Park since 1994. During these years, SCA has proven its organizational ability to successfully administer youth corps programs, developing and reviewing tools, policies, and procedures annually, including the development of a comprehensive Policies and Procedures Manual to effectively monitor programmatic and financial systems.

For these reasons, and in order to continue this important partnership with the SCA, the Division respectfully requests approval of this Agreement.

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

Respectfully Submitted,

Concurred,

(15M)



Philip A. Bryce  
Director



Sarah Stewart  
Commissioner

**Solicitation of Interest**  
**Conservation and Education Corps**

**Background**

The Division has contracted with the SCA NH Corps program to provide Education and Conservation Services since 1994. The residential program is located at Bear Brook State Park, Spruce Pond Camp. The program currently provides environmental education services to local schools (January through May) and up to 10 interpretive rangers who present nature programs in the parks during the summer (June through October). In addition, the program provides conservation services (June through October) to state and federal agencies, municipalities and non-profits.

Examples of conservation services provided include but not limited to:

- Timber and dimensional lumber bridge and boardwalk construction
- Construction of kiosks, camping shelters, tent platforms, etc.
- Crib retaining walls and staircases
- Ecosystem restoration including invasive removal and plantings
- Remote campsite maintenance/restoration
- Trail work including blowdown removal, clearing, brushing, rock staircase construction, trail relocation and closure.
- Risk tree removal
- Viewshed maintenance
- Painting of park buildings

**Objective**

The New Hampshire Department of Natural and Cultural Resources, Division of Parks and Recreation (DPR) is soliciting statements of interest from qualified and experienced organizations to develop, implement and manage a residential Conservation and Education Corps at Bear Brook State Park, Spruce Pond Camp. .

Letters of Interest should contain the following information:

1. Description of the organization and experience in operating a residential corps and maintenance of facilities.
2. Description of training provided and the organization's risk management program.
3. Description of experience in providing conservation services.
4. Description of experience in providing education services.
5. Financial standing and ability to provide financial and administrative resources to the program.

**All Solicitations of Interest must be received on or before close of business 4:00pm on October 29, 2021. For additional information contact Eric Feldbaum, Community Recreation Specialist at (603) 271-3556**

DEPARTMENT OF NATURAL AND CULTURAL RESOURCES  
DIVISION OF PARKS AND RECREATION  
and  
STUDENT CONSERVATION ASSOCIATION, INC.

**PROGRAMMATIC SERVICE AGREEMENT**

This Programmatic Agreement (the "Agreement") is between the State of New Hampshire, Department of Natural and Cultural Resources, Division of Parks and Recreation (the "State" or "DNCR" or "Division") and the **Student Conservation Association, Inc., d/b/a/ SCA NH Corps** (the "SCA," collectively), having its principal mailing address of 1310 N. Courthouse Rd, Suite 110, Arlington, VA 22201, in consideration of the mutual provisions made herein.

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 to *"strengthen and build relationships with park "friends groups," park affiliates, and advocates"* and

WHEREAS, the NH Statewide Comprehensive Outdoor Recreation Plan 2019-2023 (the "SCORP") has identified four key priorities in the 5-year plan: 1) Connecting People to the Outdoors, 2) Consistent Stewardship and Conservation, 3) Economic Vitality, and 4) Education, Ethics, and Benefits; and

WHEREAS, many state park properties were developed using funding from the federal Land and Water Conservation Fund program administered by the National Park Service and are encumbered by certain covenants under Section 6(f) for the preservation of public outdoor recreation uses; and

WHEREAS, the Student Conservation Association, Inc. (VC #173352) is a residential youth service-learning AmeriCorps program that provides educational and interpretive programming; and direct service to natural resource conservation and stewardship services on public lands; and works with governmental entities and non-profit conservation partners statewide to improve, maintain, and protect at-risk ecosystems and recreation areas; and

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WHEREAS, the SCA has, through federal AmeriCorps grants and local grant funding sources that the State would not otherwise be eligible for, brought the State of New Hampshire funding support for educational programming in schools and interpretive programming in State Parks and for property improvement projects to state parks and NH public lands; and

WHEREAS, since 1994, the SCA has provided environmental education to thousands of school children, completed hundreds of conservation and stewardship projects, and connected hundreds of thousands of state park visitors with the natural environment through interpretive services and field operations and social media platforms; and

WHEREAS, the Division provides the SCA the use of Spruce Pond Camp at Bear Brook State Park as the SCA work camp location to house its NH SCA members as part of SCA's residential program needs and used by the SCA as match for AmeriCorp funds, and takes care of the general maintenance and operating expenses for the Camp; and

WHEREAS the SCA may use the Premises as a base to provide conservation services to communities and other non-profit organizations to support improvements to the state's natural and recreational infrastructure with Division approval; and

WHEREAS, the SCA is a major program whereby the Division seeks to provide youth and young adult outdoor educational and interpretative programs, conservation stewardship projects and support leadership development in young adults within the state park system;

NOW, THEREFORE, the Division and the SCA enter into this Programmatic Agreement (the "Agreement") for the mutual benefit and support of their respective purposes, programs and outcomes.

1. TERM. The term of this Agreement shall commence upon Governor and Executive Council approval through December 31, 2022, unless sooner terminated as provided herein.

The SCA shall notify the State in writing by June 30, 2022, that the SCA seeks to enter into a new agreement with the State.

### PART A – USE OF STATE-OWNED PROPERTY

2. USE OF SPRUCE POND CAMP. The State grants to the SCA, and the SCA agrees to accept, subject to the terms and conditions hereinafter set forth, use of certain land and facilities (collectively, the "Premises") within **SPRUCE POND CAMP** identified in **Exhibit A**, located at Bear Brook State Park in Allenstown, NH.

a. The SCA shall have exclusive use the below listed facilities (the "Facilities") located within the Premises including its associated parking areas, Spruce Pond and its beach area, Spruce Pond playfield, see **Exhibit B**.

- |                             |              |
|-----------------------------|--------------|
| i. Administrative Building  | FARMS# BBR55 |
| ii. Dining Hall and Kitchen | FARMS# BBR59 |
| iii. Infirmary Building     | FARMS# BBR58 |
| iv. "Cook Cabin"            | FARMS# BBR97 |
| v. Explorers Lodge          | FARMS# BBR60 |

## PROGRAMMATIC SERVICE AGREEMENT

- |                                |                               |
|--------------------------------|-------------------------------|
| vi. Lodges & Cabins in Unit 1  | FARMS# BBR65, BBR63A-H, BBR64 |
| vii. Lodges & Cabins in Unit 2 | FARMS# BBR68, BBR66A-H        |
| viii. Cabins in Unit 3         | FARMS# BBR71A-D               |
| ix. Lodges & Cabins in Unit 4  | FARMS# BBR69, BBR73B-D        |
| x. Other Buildings             | FARMS# BBR61, BBR62           |

- b. The SCA shall have exclusive use of the Premises to be used as a year-round residential facility for up to forty (40) SCA program staff and corps members (collectively, "Corps Members") serving as Interpretive Rangers under the Discover the Power of Parks program and as Conservation Crew service members conducting conservation service projects for the State and other governmental and non-profit entities.

Rights to the exclusive use of the Premises shall include all of the real property and contents therein, including the fixtures, furnishings and equipment.

- c. The SCA shall access the Premises using the Park's existing access roadways of Podunk Road and Spruce Pond Road when the State's Campground is open and use of Campground Road in the winter when the State's Campground is closed.
- d. The State shall grant the SCA use of said Premises in exchange for: the in-kind value of the use of the Premises to offset the costs of services provided to the State; providing for the regular maintenance and operating expenses for the Premises that are related to SCA's use; assisting the State with onsite security issues; and fulfilling all of its programmatic obligations and requirements contained herein and as outlined in the SCA's Annual Operating Plan, as approved by the State.

The State reserves its right to adjust fees for future agreements, including but not limited to rent and/or establishing the in-kind value.

- e. The SCA shall not use the Premises for any commercial purposes; nor sublet or permit its use by any other person or persons except as may specifically be provided herein.
- f. The Premises granted herein for use and operation by the SCA are in "as is" condition, and the State shall not be required or compelled to improve, repair, rehabilitate, or maintain such land, facilities and areas prior to or during the SCA's use of same. The SCA shall not alter, modify, nor make any improvements to the Premises, whether temporary, cosmetic, or permanent, without prior written approval from the State or except as provided in Sec. 5, below.
- g. The SCA agrees that the Director, Division of Parks and Recreation, or any of his/her duly authorized agents, at any time may examine and inspect any and all property located and situated on and in the Premises.
- h. The SCA shall promptly report within 24 hours any and all damage to the Premises occasioned by storm, accident or other such events.

This Agreement shall not transfer to the SCA any claim, interest or right held by the State, and the SCA shall in no way nor at any time interfere, prevent, or obstruct any activity, operation, management, or use of land or rights held by the State.

## PROGRAMMATIC SERVICE AGREEMENT

3. **PERSONAL PROPERTY.** The SCA shall provide, at its expense, furnishings and equipment, including computers and communications equipment and services, for its own use within the Premises. The State shall not be responsible for any property of any type owned, held, or leased by the SCA or its Corps Members.
  - a. An inventory of equipment shall be conducted in the following manner:
    - i. An inventory of state-owned equipment in custody of the SCA shall be attached as an Exhibit in the Annual Work Plan and updated as new equipment is purchased or equipment is retired. The State and SCA agree to conduct an annual inventory each year and submit a reconciliation of the state-owned equipment and tools loaned to the SCA in the Exhibit. Specialized equipment and tools include but are not limited to generators, hand tools, nailers, chippers, computers, photocopiers and printers.
    - ii. An inventory of SCA-owned equipment with a minimum value of \$100 shall be tagged and listed as an Exhibit in the Annual Work Plan. The SCA agrees to conduct an annual inventory each year and submit a reconciliation of SCA-owned equipment and tools in the Exhibit.
4. **UTILITIES.** The SCA shall be responsible for the costs of all utilities necessary for the proper operation of the Facilities, including but not limited to heating fuel (propane), electricity, telephone, cable, internet, and sanitation. There is no charge to use the well that provides water to the Premises. Failure by the SCA to pay for any utility services purchased, resulting in the termination of the services by the provider, may be considered a breach of this Agreement.

No expansion or alteration of utility services shall be provided by the State. In the event any interruption in such services should occur, the State shall not be responsible for any losses incurred by the SCA, but shall make every effort to restore service as soon as possible.

5. **MAINTENANCE AND SECURITY.** The SCA shall be responsible for all costs of preventative and routine maintenance of the Premises as deemed necessary by SCA to execute its obligations under this Agreement. Routine maintenance means minor and cosmetic repairs (electrical, plumbing, carpentry, painting, etc.) of the Facilities, custodial and janitorial responsibilities, equipment and appliances, the grounds within the Premises, and snow plowing certain access roadways leading into the Premises, with the objective of continuing the Facilities in good, tenable condition and safe manner, including but not limited to:
  - a. Assisting in deterrence through its occupancy, of vandalism and trespassing at Spruce Pond Camp;
  - b. Snow plowing those sections of Spruce Pond Camp Road and Campground Road that leads into the Premises;
  - c. Shoveling roofs and walkways for the purposes of public safety and building integrity;
  - d. Cleaning of duff and debris from building roofs and raking and removing excess duff and debris from foundations of buildings for the purpose of maintaining building integrity;
  - e. Painting interior and exterior of the Facilities, as needed;



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- f. Maintenance of Spruce Pond Camp Road and Campground Road leading into the Premises, such as removal of debris and fallen trees, within SCA's scope of training and ability. The SCA shall notify the State of any potential risk trees;
- g. Routine and minor building repairs and maintenance as needed;
- h. Trash removal, housekeeping and custodial care, and grounds maintenance;
- i. Drinking water testing of the well, per the State's protocol; and
- j. Reimbursing the State for septic pump-out and maintenance work done by the State.

The State shall be responsible for the cost of major maintenance work, repair to the existing Facilities including, but not limited to septic sewage and water systems; utilities; facility exteriors, roofing, and structure, and related mechanical systems.

### 6. SITE IMPROVEMENTS & STRUCTURES.

- a. The State granted approval to the SCA to construct, install, maintain and use a greenhouse, at the SCA's expense. The greenhouse is a temporary structure approximately 7' x 14' placed in the Spruce Pond playfield adjacent to the existing raised garden beds in accordance with the SCA's proposal entitled "Service-Learning Project 2016: Greenhouse Build, Spruce Pond Camp." The State granted approval to the SCA to dig an 8" deep trench filled with crushed stone to allow for proper drainage of the greenhouse, and to use timber felled during the SCA's chainsaw training courses. The SCA obtained all other necessary approvals and permitting for its greenhouse and will be responsible for its condition. The State, at its discretion, shall determine if the greenhouse is to be removed and the grounds restored by the SCA upon termination of this Agreement. Should the State elect to keep the greenhouse, it shall vest to the State at no cost.
- b. Any other installations of improvements or structures requested by the SCA shall be proposed in the SCA's Annual Work Plan for Spruce Pond Camp and shall be approved or denied by the State.
- c. All temporary improvements or structures built or installed by the SCA that can be removed from the Premises with no adverse or permanent impact to the site and with the site 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 SCA.
- d. The SCA 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 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 by the SCA is deemed fixed or permanent or temporary shall be final and conclusive to this matter.
- e. By mutual agreement of the parties, the SCA may transfer to the State and the State may accept temporary improvements or structures built or installed by the SCA, which shall vest to the State at no cost.

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7. **ANNUAL WORK PLAN.** The SCA shall provide the State with an Annual Work Plan of maintenance, repairs and proposed improvements for Spruce Pond Camp and other in-kind service performed on state lands. The plan shall include the inventories of State-owned and SCA-owned property and equipment, as Exhibits described above. A summary report of all maintenance, repairs, and improvements for Spruce Pond Camp accomplished by the SCA shall be submitted to the State by December 31<sup>st</sup>. For convenience, the Annual Work Plan may be submitted as part of the Annual Operating Plan, described in Part B, below.
8. **PROJECT PERMITS AND LICENSES.** All necessary licenses and permits required for improvements, maintenance, and operation of the Facilities within the Premises shall be obtained in the following manner:
  - a. The SCA shall procure, at its expense, all necessary licenses and permits required in connection with the SCA's responsibility to perform all routine and minor building repairs and maintenance; the SCA's own property, its activities, and its operations described herein; and specifically related to the Premises. All such licensing and permits shall be coordinated with the State, as the landowner of the Premises.
  - b. The SCA agrees that no live trees or shrubs or vegetation shall be cut, damaged or used by the SCA without separate, advance written permission from the State or as part of the Annual Work Plan approved by the State.
  - c. The State shall procure, at its expense, all necessary licenses and permits required in connection with the major repairs and maintenance of the Premises. Such major repairs and maintenance of the Premises shall be at the sole discretion of the State.
9. **USE OF OTHER STATE-OWNED PROPERTY.** The State shall provide, at no additional cost to the SCA, field campsites for SCA conservation service members, and housing and/or field campsites for SCA summer education service members, at state park locations, as determined by and at the convenience of the State.
  - a. The location for SCA's use of field campsites and housing shall be identified by the State liaison at least 60 days prior to the commencement of education and conservation service on state lands.
  - b. The SCA shall abide by any and all conditions and requirements for use of such field campsites and housing, as identified in the Annual Operating Plan and approved by the State.
  - c. The State shall grant the SCA use of said field campsites and housing without cost, provided that the SCA fulfill all of its programmatic obligations and requirements contained herein and in its Annual Operating Plan.
10. **RISK OF LOSS, DAMAGE, OR DESTRUCTION.** SCA shall obtain renters' insurance for the property on the Premises. The State shall not be liable to the SCA or any other person for any injury, loss, damage, or inconvenience occasioned by any cause whatsoever to said Premises, personal property of every kind on and within, or any part thereof, 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.

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The SCA shall be held legally and financially liable for the direct costs of any and all physical damages, repairs or rehabilitation costs of the Premises caused by its operations and activities thereon.

In the event that the Premises, 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 SCA, the SCA 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 State shall not be liable to the SCA for any loss, damage, or inconvenience occasioned by any cause whatsoever to the SCA's revenues, operations, activities or programs.

### PART B – SCA PROGRAMS

11. ANNUAL OPERATING PLAN. The SCA shall provide an Annual Operating Plan at least 60 days prior to the start of each programmatic year and submit the plan to the Division Director for review and approval. The Annual Operating Plan shall contain details of the SCA's program year including program start and end dates, trainings, service dates for education programming and conservation service, scheduled time off, and special events, as outlined in Exhibit C.

The Division Director shall review the Annual Operating Plan or proposed amendment and shall, within thirty (30) days, either approve the plan, portions of the plan, or request revision and resubmission of the plan to enable the SCA to address specific comments or objections made by the State. The revised plan shall be due to the State within thirty (30) days of the State's request for revision.

The State reserves the right to reject any part of a proposed scope of work, but shall provide the basis of its decision in writing. Both the State and the SCA shall work in good faith to meet said deadlines and both parties may request extensions of their respective deadlines.

12. TRAINING. The SCA shall, at its expense, provide its members with the training necessary to execute and deliver its Conservation Crews and Interpretive Rangers programs properly and safely. The SCA shall comply with the DNCR policy on chainsaw use and certification, as amended, or other policy accepted by the State, while on State reservations or conducting work on behalf of the State. The DNCR may, as time and budget allow, provide the SCA with chainsaw certification training at no cost to the SCA. The State shall provide the SCA with a copy of the DNCR chainsaw policy.
13. TRANSPORTATION. The SCA shall be responsible for transportation of its conservation crews and their tools to project sites.
14. STAFF IDENTIFICATION. The SCA shall demonstrate its partnership with State through the consistent and wide-spread use of the NH State Parks name and logo.
  - a. SCA service clothing shall include the NH State Parks logo and shall be worn daily when working in the field.

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- b. SCA shall include the NH State Parks name and logo in its signage, recruitment and training materials, press releases, program calendars and on the SCA NH Corps website.
15. REPORTING. The SCA shall provide the State with in-program an end-of-program-year reports that summarizes its accomplishments, including projects and programs completed, and the value of labor hours and materials contributed as outlined below. The report shall be delivered to the State’s Program Liaison by December 31<sup>st</sup> of each year.
- a. A Hitch Report for conservation service projects shall be submitted by the SCA to DPR at invoicing of each hitch including but not limited to;
    - i. Description of the Project and summary of work completed
    - ii. Accomplishments and Challenges
    - iii. Before and After project photos
  - b. An Education Service Report shall be submitted by the SCA to DPR monthly to include but not limited to;
    - i. Number of program participants by park or location and program type
    - ii. Description of programs presented
    - iii. Accomplishments and Challenges
  - c. An Annual Report summarizing the work accomplished by the NH Corps for DPR and other partners shall be submitted by December 31<sup>st</sup> of each program year summarizing grants and sponsorship initiatives, conservation and education services provided to DPR and other partners.
  - d. A Summary Report of all maintenance, repairs, and improvements for Spruce Pond Camp accomplished by the SCA.

**PART C – FUNDING & BENEFITS**

16. STATE FUNDING. The State shall provide the SCA with funding to cover a portion of the SCA’s programmatic services delivered to the State for the direct benefit of the State and its citizens, except that the State shall not be charged for the Educational Services that the SCA provides to local schools. Funding shall be in the following manner:

**Total Funding Not to Exceed: \$265,000 for each programmatic year**

*Conservation Crew Services*

Hitch/Project Dates	# Hitches & Cost	FY 2022	FY2023
March-June	5 hitches at \$11,000/ea.	\$55,000	
July-October	10 hitches at \$11,000/ea.		\$110,000
<b>Totals</b>		<b>\$55,000</b>	<b>\$110,000</b>

*Conservation Service Program Year Total: \$165,000*

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### *Education Services*

<b>Program Dates</b>	<b>FY 2022</b>	<b>FY2023</b>
March-June	\$34,000	
July-October		\$66,000
<b>Totals</b>	<b>\$34,000</b>	<b>\$66,000</b>

*Education Service Program Year Total: \$100,000*

17. **METHOD OF PAYMENT.** The State shall pay the SCA upon receipt of invoice in the following manner:
- a. Itemized invoices and post-hitch report for Conservation Crew Services shall be submitted by the SCA at the completion of each hitch and/or project; and
  - b. Itemized invoices for Interpretive Ranger Services shall be submitted by the SCA prior to June 30<sup>th</sup> and October 30<sup>th</sup>; and
  - c. All invoices must indicate the program date or hitch/project date the services(s) are being applied to, as provided in the breakdown above.
18. **STATE PARK ACCESS.** The State shall provide the SCA staff and members with a State-issued ID card that grants free admission to State Park day-use areas. The ID card shall expire at the end of each program year. This benefit shall not apply to attractions, camping, function space, metered parking, parking fee areas, or other enterprise and concession activities.
19. **AUDITS.** The State, at its expense, shall have authority to audit the SCA's books and records that are directly related to this Agreement, to protect the public interest. Such audits shall be subject to supervision by the DNCR's internal auditor, and shall be made at such times as the State may deem necessary to protect the State's interests. The SCA shall have the right to be present during any such audit, and shall timely receive copies of all documents relating to the audit.
20. **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 Annual Work Plan, 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 SCA notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the SCA in the event funds earmarked under this Agreement are reduced or unavailable.
21. **CONDITIONAL NATURE OF STATE PROJECTS.** Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of State-sponsored projects and trail work hereunder, are

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contingent upon the availability and continued appropriation of funds, contracting, labor and materials (collectively, the "Resources") affected by any State action that reduces, eliminates or otherwise modifies the appropriation or availability of the Resources for this Agreement and any annual plan, in whole or in part. In no event shall the State be liable for any re-allocation of Resources hereunder. In the event of a reduction or termination of appropriated Resources, the State shall have the right to withhold the Resources until such Resources become available, if ever, and shall have the right to reduce or terminate the activities under this Agreement immediately upon giving the SCA notice of such reduction or termination of allocated Resources specific to this Agreement and any annual plan. The State shall not be required to transfer Resources from any other account or source to the SCA in the event Resources earmarked under this Agreement and any annual plan are reduced or unavailable.

### PART D – GENERAL PROVISIONS

22. STATE RULES, REGULATIONS AND ACTIONS. The SCA and all its related activities shall not adversely impact the use of the Park by the public, as determined by the DNCR. The SCA shall comply with all reasonable requests of the Director, Division of Parks and Recreation, or any of his/her agents. The decision of the Commissioner of DNCR relative to the proper performance of the conditions of this Agreement shall be final and conclusive as to each matter not covered in the Agreement and questions that may arise in connection with the privileges granted, and also as to each matter which is not clearly covered herein.

Pursuant to DNCR's administrative rules, Special Use Permits are required to grant the SCA, and its subcontractors and agents, permission to hold special events on the Premises or within the state park system. The SCA, or its subcontractors and agents, shall apply for a Special Use Permit in accordance with DNCR's permitting policies and procedures, for all other events not specifically included herein and shall pay all associated permit, event and facility use fees.

The SCA shall comply with the DNCR policies, regulations, and applicable administrative rules governing state forests and state parks. The SCA, and all persons using the Premises and Park with the consent of the SCA, shall also comply with all statutes, laws, administrative rules, regulations, policies, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the SCA.

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

23. INSURANCE. It is agreed that during the term of this Agreement, the SCA at its sole expense and for mutual benefit of the SCA and the State shall maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force:
- a. 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; and of not less than \$500,000 for property damage;
  - b. Carry and maintain fire and extended coverage insurance covering the Spruce Pond Camp in the amount of not less than eighty percent (80%) of the whole replacement value of the property;

**PROGRAMMATIC SERVICE AGREEMENT**

- c. Workers' Compensation insurance in connection with activities which the SCA proposes to undertake pursuant to this Agreement. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for the SCA, or any subcontractor or employee of the SCA, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the activities under this Agreement.
- d. The SCA shall provide the State with certificates of insurance naming the DNCR as an "Additional Insured" and "Certificate Holder" at time of signing this Agreement.
- e. 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 SCA shall furnish the State 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 SCA's use of the Premises and/or operations at the Property, and shall be considered a material breach of this Agreement.

24. INTERESTS, RIGHTS, AND OBLIGATIONS RESERVED. The SCA 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 SCA 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, upon the Facilities or Property, or upon the State.

25. CONTACTS.

SCA ONSITE CONTACT	STATE CONTACTS
Davis Brush, Program Manager P: 603-485-2191 E: <a href="mailto:dbrush@thesca.org">dbrush@thesca.org</a>	Johanna Lyons, Program Liaison P: 603-271-3935 E: <a href="mailto:Johanna.Lyons@dncr.nh.gov">Johanna.Lyons@dncr.nh.gov</a>
	Tara Blaney, South Region Supervisor P: 603-485-1031 E: <a href="mailto:Tara.L.Blaney@dncr.nh.gov">Tara.L.Blaney@dncr.nh.gov</a>

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

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

26.2. The SCA agrees to permit the State access to any of the SCA'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.

26.3. 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,

## PROGRAMMATIC SERVICE AGREEMENT

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.

27. **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 SCA.

28. **TERMINATION.**

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

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

29. **RELATION TO THE STATE.** In the performance of this Agreement, the SCA is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the SCA 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.

30. **ASSIGNMENT / SUBCONTRACTS.** The SCA shall not assign, or otherwise transfer any interest in this Agreement. None of the activities or work permitted under this Agreement and/or annual plans shall be subcontracted by the SCA 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.

31. **INDEMNIFICATION AND SOVEREIGN IMMUNITY.**

31.1. Unless otherwise exempted by law, the SCA 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):

31.1.1. The acts or omission of the SCA, 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 SCA's activities under this Agreement; or

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

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

31.2. 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.

32. **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.

33. **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

**PROGRAMMATIC SERVICE AGREEMENT**

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.

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 SCA's leadership to communicate and provide the expectations and requirements within this Agreement to their membership.

- 34. **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.
- 35. **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.
- 36. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court

- 37. **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 SCA'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.

**STUDENT CONSERVATION ASSOCIATION, INC.**



2/17/2022

Barbara McIntosh, Chief Counsel  
Sr. VP of Executive Initiatives and Organizational Planning  
*Duly Authorized*

Date

**STATE OF NEW HAMPSHIRE**

**DEPARTMENT OF NATURAL AND CULTURAL RESOURCES**

*Concur:*



2/18/22

Philip A. Bryce, Director  
Division of Parks and Recreation

Date

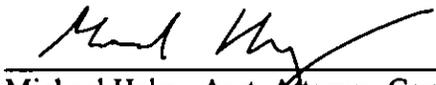


2/22/22

Sarah L. Stewart, Commissioner  
Dept of Natural and Cultural Resources

Date

Approved as to form, substance and execution:



2/23/2022

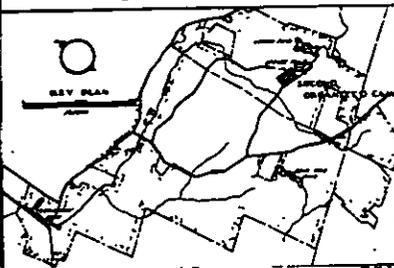
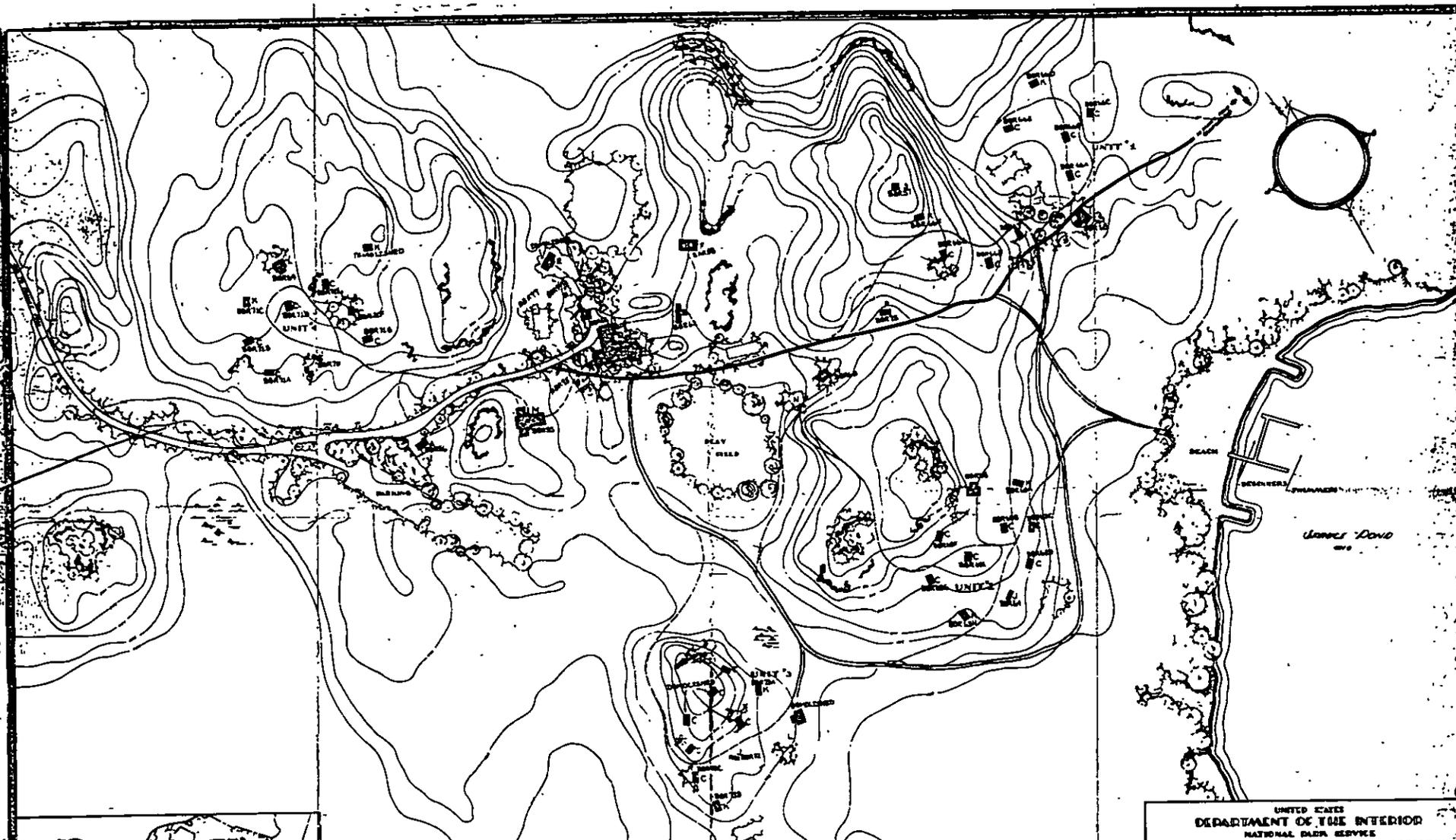
Michael Haley, Asst. Attorney General  
Department of Justice

Date

Governor and Council approval on \_\_\_\_\_, Item # \_\_\_\_\_

PAB/jl/ttl-02162022





- A - ADMINISTRATION
- B - CENTRAL WAREHOUSE
- C - CHANGERS CASH
- D - DINING LODGE & KITCHEN
- E - HELPS QUARTERS
- F - INFIRMARY
- G - FURNISHING - TOOLS - STOREROOM
- H - CRAFT SHOP
- J - UNIT WAREHOUSE
- K - COUNCILORS CASH
- L - UNIT LODGE & OUTDOOR KITCHEN
- M - STAFFS QUARTERS

- LEGEND**
- N - NATURE LORE CASH
  - P - PLANT HOUSE
  - R - RECREATION HALL
  - S - WATER TOWER
- BALANCE   DISTING. PROPOSED  
 FOOT TRAIL    
 GATE    
 CONTOUR

UNITED STATES  
 DEPARTMENT OF THE INTERIOR  
 NATIONAL PARK SERVICE  
 THE NEW HAMPSHIRE DEPT. OF ECONOMY & RECREATION  
 COOKS BATHING

NEAR BROWN HILLS NATIONAL RECREATION PROJECT  
**THE LAYOUT PLAN**  
**SECOND ORGANIZED CAMP**  
 PART OF THE MASTER PLAN

PREPARED BY  
*[Signature]*  
 CHECKED BY  
*[Signature]*

## **PROGRAMMATIC SERVICE AGREEMENT**

### **EXHIBIT C – ANNUAL OPERATING PLAN**

As stipulated in the Programmatic Service Agreement, the SCA shall provide to the State an Annual Operating Plan that describes the SCA's proposed activities for the coming year, including but not limited to any Program Year Calendar, the Annual Work Plan for Spruce Pond Camp, and Work on State Lands. The Annual Operating Plan shall be due within 60 days prior to the start of the program year and shall include, but is not limited to the components outlined in this Exhibit.

The State's review, request for revision, and approval of the Annual Operating Plan shall follow the provisions under the Agreement.

The plan shall include, but is not limited to, the following matters:

1. Program Year Calendar. The SCA shall provide an outline of the 2022 program year including the following information for Corps members:
  - a. Program start and end dates
  - b. Orientation and Training dates
    - i. Requests for permission to cut certain trees on the Premises for the purpose of providing SCA sawyer training.
  - c. Service dates for education programming including but not limited to:
    - i. Field trips for students
    - ii. Fall Outreach Plan
  - d. Service hitch dates for conservation service
  - e. Scheduled time off by Corps members
  - f. Special Events and Service Events by Corps members
  - g. The State shall provide the SCA with any and all conditions and requirements for the use of State-owned field campsites and housing, in accordance with the Agreement.
2. Annual Work Plan for Spruce Pond Camp. It is recognized by the parties that Spruce Pond Camp has been determined eligible for the National Register and all work beyond general maintenance must be reviewed by the Division of Parks and Recreation and the Division of Historical Resources.
  - a. General Maintenance and Repairs, including but not limited to:
    - i. Duff and debris removal from roofs and around buildings
    - ii. Building exteriors to be painted
    - iii. Interior painting and modifications
    - iv. Routine and minor building repairs and maintenance, as needed

- b. Maintenance and Repair of Fixed Assets and Equipment. Description of planned maintenance and repair of fixed assets and equipment used by the SCA and owned by DPR.
    - i. Furnaces
    - ii. Kitchen Hood
    - iii. Chimney Inspection
    - iv. Drinking water testing of the well, per the State's protocol
    - v. Reimbursement for septic pump-out and maintenance work done by the State
  - c. Other Improvements. The type and ownership of improvements or structures shall be described.
  - d. Inventories of State-owned and SCA-owned property and equipment, in accordance with the Agreement.
3. Work on State Lands. The plan shall identify the DNCR-owned lands that SCA will utilize to conduct trainings for the NH Corps members, including but not limited to carpentry and trail maintenance.

*PAB/jl/utl-02022022*

# 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 THE STUDENT CONSERVATION ASSOCIATION is a New York Nonprofit Corporation registered to transact business in New Hampshire on January 22, 2016. 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: 737786

Certificate Number: 0005645538



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 25th day of January A.D. 2022.

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

William M. Gardner  
Secretary of State

Corporate Resolution

I, Barbara McIntosh, hereby certify that I am duly elected Clerk/Secretary/Officer  
(Name)  
of the Student Conservation Association. I hereby certify the following is a true of a vote taken at  
a meeting of the Board of Directors/shareholders, duly called and held on March 21, 2021, at  
which a quorum of the directors/shareholders were present and voting.

**Voted:** That Barbara McIntosh, Stephanie Meeks, Noordin Moloo, Matthew Gray and  
Bridget Nelson (may list more than one person) are duly authorized to enter into contracts  
or agreements on behalf of Student Conservation Association 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: 1/12/2022

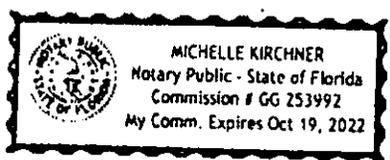
ATTEST: Barbara McIntosh  
(Name & Title)

STATE OF Florida  
COUNTY OF Indian River

On the 12 day of January 2022 before me Michelle Kirchner  
the undersigned officer personally appeared Barbara McIntosh, 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 my hand and official seal:

[Signature]  
Justice of the Peace / Notary Public

My Commission Expires: Oct. 19, 2022





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/12/2021

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).

<b>PRODUCER</b> Fred C. Church Insurance 41 Wellman Street Lowell MA 01851	<b>CONTACT NAME:</b> John Deignan	
	<b>PHONE (A/C, No, Ext):</b> 978-458-1865	<b>FAX (A/C, No):</b> 978-454-1865
<b>E-MAIL ADDRESS:</b> jdeignan@fredcchurch.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> United Educators Insurance		10020
<b>INSURER B:</b> Philadelphia Insurance Company		23850
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**INSURED** The Student Conservation Association, Inc. **STUDCON-01** **CERTIFICATE NUMBER:** 2130690598 **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			A2535B	4/1/2021	4/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ Included \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" 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			PHPK2256604	4/1/2021	4/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 1,000,000			A2535B	4/1/2021	4/1/2022	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			\$ \$ \$
B	Property			PHPK2256602	4/1/2021	4/1/2022	Blanket Building \$5,174,000 Blanket Contents \$5,201,038 Deductible \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
If required by written contract, Certificate Holder is included as additional insured on the General Liability, Auto and Umbrella. Coverage is provided on a Primary Non-Contributory basis as per General Liability form number CGL 06-2008 and CGL636X-1 0410; Auto Blanket Additional Insured - Primary and Non-Contributory form 461-0478 1212. If required by written contract, and allowed by State Law, a waiver of subrogation applies for General Liability, Auto and Umbrella per General Liability form CGL 06-2008, Business Auto Broadening Endorsement form 461-0155 0907. Umbrella liability is follow form.

<b>CERTIFICATE HOLDER</b>  Department of Natural and Cultural Resources 172 Pembroke Road Concord NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> 