



State of New Hampshire
 DEPARTMENT OF NATURAL & CULTURAL RESOURCES
 DIVISION OF PARKS & RECREATION

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 nhstateparks.org

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August 7, 2024

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

REQUESTED ACTION

1. Pursuant to RSA 227-H:9, authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation, to **retroactively** enter into a Special Use Permit (SUP) with the Town of Alexandria, New Hampshire, (the Town) for the 2024 season use of Wellington State Park for residents of the Town, effective upon Governor and Executive Council approval for the period of May 13, 2024 through October 11, 2024.
2. Further, authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation, to accept payment from the Town of Alexandria, New Hampshire, (the Town) in the amount of \$4,699.28, for Special Use Permit (SUP) fees for the 2024 season use of Wellington State Park for residents of the Town, effective upon Governor and Executive Council approval.

Funds will be deposited into the following account:

03-35-35-351510-37020000, State Parks Fund

FY 2025
 \$4,699.28

EXPLANATION

This request is **retroactive** because of administrative delays in obtaining and processing supporting documentation. The Division of Parks and Recreation (Division) issues SUP's for events that take place in State Parks. These events include but are not limited to non-profit fundraisers, triathlons, fishing tournaments, filming permits, and for-profit activities.

Pursuant to Ch 339, Laws of 1955, the residents and/or the taxpayers of the Town of Alexandria, their spouses and dependent children (guests) are allowed unlimited access to Wellington State Park (the Park) within the confines of parking capacity with other paying guests and during normal park operating hours without payment of customary admission charge at the gate. All access is on-a first come/first serve basis.

The Division calculates the yearly rate based on the previous Fiscal Year's operating expenses at the Park. The total expenses are divided by the total visitation for the same time period to determine the expense per visitor. Finally, the expense per visitor is multiplied by the total number of adult residents from the Town to determine the permit fee for the current season.

Basic Permit Fee Calculation	
Total expenses/Total number of visitors = Expense per visitor	
Expense per visitor X number adult residents = Total permit fee	
2024 Permit Fee Calculation	
FY2023	Calculation
Total Expense	\$225,052.10
Total Park Attendance	53,445
Expense per person	\$4.21

Total Adult Attendance Town of Alexandria	1,116
Total cost for permit	\$4,699.28

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

Respectfully Submitted,



Brian J. Wilson
Director

Concurred,

(SM)



Sarah L. Stewart
Commissioner



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



SPECIAL USE PERMIT

The Department of Natural and Cultural Resources through the Division of Parks and Recreation (the "State"), under authority granted in RSA 227-H:9 and pursuant to Ch 339, Laws of 1955, grants a Special Use Permit ("Agreement") to the Town of Alexandria, Selectboard, 47 Washburn Road, Alexandria NH 03222 (the "Town"), to access the below described state property for the following purposes:

STATE LAND: Wellington State Park Beach and related park facilities (the "Park").

PURPOSE: To grant the residents and/or the taxpayers of the Town of Alexandria, their spouses and dependent children (the "Guests") unlimited access to the Park within the confines of parking capacity with other paying guests and during normal park operating hours without payment of customary admission charge at the gate. All access is on a first come/first serve basis.

PERIOD OF USE: During the regular Park operating season starting May 13, 2024 through October 11, 2024. Operating schedule is subject to change without notice.

FEE: \$ 4,699.28 fee to be paid in advance by the Town of Alexandria. Payment shall be received with the signed Agreement. This fee includes the \$100.00 administrative fee.

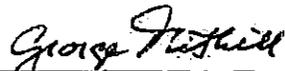
This Agreement is granted pursuant to the following conditions:

1. To be admitted to the Park without payment of the customary admission charge at the gate, the Guests must, upon entry to the Park, provide to the Park Manager or his/her representative, a Wellington State Park Permit (the "Permit"), as issued by the Town Clerk or Tax Collector. Permits are issued annually to residents and/or taxpayers upon proof of residency and/or taxpayer status, as approved by the Town.
2. The Town shall submit a copy of the Permit to the Concord Office and the Park Manager no later than June 15, 2024, with its payment of the fee as described above.
3. Permits shall not be transferrable and shall be marked as not transferrable. A Permit may be revoked by the Park Manager if this condition is abused.
4. The Park Manager shall maintain a record of use of the Park by the Guests, which may be in the form of a "sign in" register as he/she shall determine.
5. Guests shall be admitted on a first come/first serve basis to the Park within the same hours and days as the Park is open to the general public, and shall be subject to the rules and regulations of the Park applicable to other members of the general public.
6. Use of other Park facilities, such as but not limited to pavilions or State programs for which there are customary charges, are not subject to the terms of this Agreement.

7. Access to the public Boat Ramp facilities at the Park is not subject to the terms of this Agreement.
8. The Park Manager shall provide a summary report of the Park use by the Guests, based upon the "sign-in" register referenced above.
9. The Town shall provide to the State with a detailed financial report that includes the number of Town Permits issued and the total revenue received. The report shall be received by the State no later than October 15, 2024.
10. Following the expiration of this Agreement, the Town and the Division Director may review the usage and fees of the Park for the purpose of addressing the terms of subsequent Agreements.

**TOWN OF ALEXANDRIA
SELECTBOARD**


 Witness _____
 Date 5/21/24


 George Puthill, Selectman Chair _____
 Date 5/21/24


 Robert Piehler, Selectman _____
 Date 5/21/24


 Chet Caron, Selectman _____
 Date 5-21-24

(A majority of Selectboard signatures shall constitute authorization.)

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

Approved via telephone _____
 Erik Nelson, Central Region Asst. Sup _____
 Date 5/28/24 _____
 Date 5/28/24 _____
 Michael Housman, Supv Park Ops _____
 Date _____

Concur:

 Brian J. Wilson, Director _____
 Date 5/28/24

I, George Tuthill, hereby certify that I am duly elected Chair of the Board of Selectmen of the Town of Alexandria. I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Selectmen, duly called and held pm May 21, 2024 at which a quorum of the Selectmen were present and voting.

VOTED: That George Tuthill, Robert Piehler, and Chet Caron are duly authorized to enter into contracts or agreements on behalf of The Town of Alexandria with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect 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 of the date of the contract to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Corporate Resolution. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any 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: May 21, 2024

ATTEST:


George Tuthill, Chair Board of Selectmen



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Town of Alexandria 47 Washburn Road Alexandria, NH 03222	Member Number: 102	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ PO Box 23 Hooksett, NH 03106-9716
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply	
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2023	7/1/2024	Each Occurrence	\$ 1,000,000
	7/1/2024	7/1/2025	General Aggregate	\$ 2,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input type="checkbox"/> Workers' Compensation & Employers' Liability			<input type="checkbox"/> Statutory	
			Each Accident	
			Disease -- Each Employee	
			Disease -- Policy Limit	
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: In regard to the 2024 Special Use Permit. The certificate holder is named as Additional Covered Party, but only to the extent liability is based solely on the negligence or wrongful acts of the member, its employees, agents, officials or volunteers. This coverage does not extend to others. Any liability resulting from the negligence or wrongful acts of the Additional Covered Party, or their employees, agents, contractors, members, officers, directors or affiliates is not covered.

CERTIFICATE HOLDER:	X	Additional Covered Party	Loss Payee	Primex ³ – NH Public Risk Management Exchange
State of New Hampshire Department of Natural & Cultural Resources 172 Pembroke Rd Concord, NH 03301				By: <i>Mary Beth Purcell</i>
				Date: 5/28/2024 mpurcell@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax