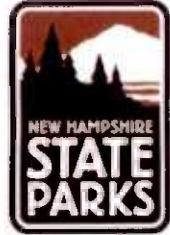




State of New Hampshire
 DEPARTMENT OF NATURAL & CULTURAL RESOURCES
 DIVISION OF PARKS & RECREATION

172 Pembroke Road Concord, New Hampshire 03301
 Phone: 603-271-3556 Fax: 603-271-3553
 TDD Access: Relay NH 1-800-735-2964
 nhstateparks.org

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48

December 12, 2024

Her Excellency, Governor Kelly A. Ayotte
 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 enter into a **Retroactive** Special Use Permit (SUP) with Northeastern University (VC#161162), Boston, MA (the Permittee), for the annual Vets Off the Grid camping weekend effective upon Governor and Executive Council approval for the period August 23, 2024 through August 25, 2024.
2. Further, authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation, to accept payment from Northeastern University, (the Permittee) in the amount of \$3,365, for Special Use Permit (SUP) fees for the Vets Off the Grid camping weekend, effective upon Governor and Executive Council approval. The fees including SUP administrative fees as well as camping and firewood fees.

Funds will be deposited into the following account:

	<u>FY2025</u>
03-03-035-351510-37020000, <u>State Park Fund</u>	\$3,365

EXPLANATION

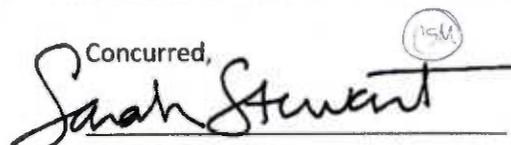
This request is **Retroactive** because of administrative delays in obtaining and processing supporting documentation. The Division of Parks and Recreation (Division) issues SUPs for events that take place in State Parks. These events include but are not limited to non-profit fundraisers, triathlons,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

Northeastern University offers a camping weekend, fellowship, relaxation, and outdoor activities for veterans, service members and their families from throughout New England. The event is volunteer driven and sponsored by Northeastern University and the Wounded Warrior Project. The goal is to get veterans out of the city, to promote positive experiences including the healing sense of nature, and the community building that happens when veterans gather on neutral ground.

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

Respectfully Submitted,


 Brian J. Wilson
 Director

Concurred,

 Sarah L. Stewart
 Commissioner



NH Department of Natural and Cultural Resources
Division of Parks and Recreation
 172 Pembroke Road, Concord, NH 03301
 Phone: 603/271-3556 Fax: 603/271-3553



Special Use Permit Package

Date Submitted: 4/29/2024

Permit #: 2024-93

This permit shall be issued to:
 Northeastern University ("Permittee")
 Attn: Andrew McCarty
 360 Huntington Ave
 271-277
 Boston, MA 02115
 617-373-5486
a.mccarty@northeastern.edu

Permit Information:
 DNCR Land: Pillsbury State Park ("Premises")
 Primary Location: Campground, Group Use Area
 Date(s)/Hours of use: 8/23/2024 1:00 PM – 11:59 PM
 8/24/2024 12:00 AM – 11:59 PM
 8/25/2024 12:00 AM – 11:00 AM
 Permit Purpose: VOG (the "Event")
 Total Participants: 80

Description of Events:

- Vets Off-Grid ("VOG") is a weekend of camping, fellowship, relaxation, and outdoor activities for veterans, service members, and their families from throughout New England.
- This Event is volunteer driven, sponsored by Northeastern University and the Wounded Warrior Project.
- The goal is to get vets out of the city, to promote positive experiences including the healing sense of nature, and the community building that happens when veterans gather together on neutral ground.
- The registration fee to participate in the Event is \$20-25 per person.
- All income/proceeds go directly back into sustaining the organization, funding the event to provide food and firewood.

Description of Permit Fees and Document Requirements

Note: The state reserves the right to adjust the fees for future permits based upon the current standard fee structure.

DESCRIPTION	AMOUNT	DATE RECEIVED
Administrative Fee	\$100.00	9/13/24
Event Fee	\$100.00	9/13/24
Day Use Fee	Included with Camping Site	Included
Camping Fee	\$23.00 per campsite = \$805.00	9/13/24
Camping Fee	8 vessels for 2 days = \$800.00	9/13/24
Firewood Bundles	240 at \$6.50 per bundle = \$1560.00	9/13/24
Impact Fee	<i>Staff hours to be billed after event as necessary</i>	
Certificate Of Insurance	As Listed in the Policy Herein	8/15/24
Map/Site Plan	N/A	N/A
Other Documents	Flyer	4/29/2024

Reporting requirements: The Permittee shall submit a detailed profit and loss statement as well as a detailed attendance report including the number of teams, participants, and spectators for the event. Report shall be submitted no later than 60 days after the event date.

Section to be completed by Concord HQ

TOTAL FEES: \$3365.00 due with signed permit

Approved by Erik Nelson, Regional Supervisor Date: _____
 Approved by Logan Thorner, Assistant Regional Manager Date: 8/01/24
 Approved by Tracy Kimball, Park Manager Date: _____
 Additional Review by Dee Dee Hanson: Date: 7/28/24

Under authority granted in NH RSA 227-H:9, the Department of Natural and Cultural Resources, Division of Parks and Recreation grants a special use permit ("Permit") for use of the park with purpose and specific conditions as indicated herein.

Brian J. Wilson 9/18/2024
 Brian J. Wilson, Director or Authorized Designee Date
 NH Division of Parks and Recreation

Please see additional pages for Policy and Specific Requirements

Initial/Date BJW

NH Department of Natural and Cultural Resources – Division of Parks and Recreation
Special Use Permit Specific Requirements

WELCOME TO NH STATE PARKS! Thank you for choosing to hold your special event/function at a state park. We ask that you and your group help protect the state parks by adhering to the following Special Use Permit Specific Requirements and Policy ("Policy") conditions:

Permittee: Northeastern University ("Permittee")
Event Names/Dates: Vets Off the Grid – 8/23-8/25/2024 ("Event")

Event specific conditions and requirements:

A. Event Location:

1. The Permittee shall have non-exclusive use of the following Department of Natural and Cultural Resources ("State" or "DNCR") lands ("Premises"):

Pillsbury State Park ("Park")

Contact: Erik Nelson, Regional Supervisor, (603) 724-4497
Onsite Contact: Tracy Kimball, Park Manager, (603) 863-2860

- i. Permits exclusive use of all 41 campsites and the Group Area.
- ii. Permits non-exclusive use of all amenities within the Park.

B. Event Description and Layout:

1. The 7th Annual Vet's Off the Grid shall be a weekend to encourage social bonding in a relaxing, outdoor environment.
2. The Permittee shall bring veterans, service members, and their families to the State Park to camp for the weekend.

C. Event Setup and Break-down:

1. The Permittee shall be allowed to begin set-up no earlier than 1:00 PM the first day of the Event.
2. The Permittee shall have all break-down completed no later than the standard check-out time of 9:00 AM on the last day of the Event.

D. Event Fees Charged by the Permittee:

1. The Permittee shall charge a \$20.00-25.00 registration fee for the Event.
 - i. The fees collected shall be used to provide food and firewood to the participants.

E. Event Fees Charged by the State:

1. The Permittee shall pay the standard administrative and event fee as well as expedite fees, if necessary, as listed on the invoice found herein. Payment shall be received no later than with the signed Permit.
2. The Permittee shall pay the standard camping site fee as listed on the invoice found herein. Payment shall be received no later than with the signed Permit.

F. Camping:

1. The Permittee shall have access to all 41 campsites during the Event:
2. The Permittee and all persons associated with the Event shall follow all camping policies during the Event.
3. The Permittee shall have access to the campsites no earlier than 1:00 PM on the first day of the Event, unless approved by the Park Manager.
4. The Permittee shall agree to check out of the sites no later than 11:00 AM on the last day of the Event.

G. Restrooms and Portable Toilets:

1. The Permittee shall have access to the restrooms during the operational hours during the Event.
2. Portable toilets are not required for this Event.

H. Electricity and Generators:

1. The Permittee shall acknowledge that there is no electricity within the Park.

I. Food and Beverage:

1. The Permittee shall be allowed to offer complimentary food and beverage during the Event.
2. The Permittee shall obtain food license and certificate of insurance from all food vendors and shall have them available to the State upon request.



Initial/Date

**NH Department of Natural and Cultural Resources – Division of Parks and Recreation
Special Use Permit Specific Requirements (continued)**

J. Alcohol:

1. Alcohol shall be strictly prohibited from the Event.

K. Parking:

1. The Permittee shall have access to parking in an area as predetermined by the State.

L. Overnight Access:

1. The Permittee and all persons associated with the Event shall have access to campsites when reserved, as listed herein.

Standard conditions and requirements for all Events:

M. Headings:

1. The headings throughout the permit and exhibits 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 the Permit.

N. General Permit Requirements:

1. The Permittee shall not use the Premises for any commercial purposes nor sublet or permit its use by any other person or persons, except as may be permitted herein.
2. The Permittee agrees that no trees or shrubs shall be cut, damaged, or used by the Permittee, except as may be permitted herein and with prior DNCR approval.
3. The Permittee shall not hold the Event unless a fully executed permit is issued.
4. The Division reserves the right to remain in contact with the Permittee if complaints are received regarding the Permittee's use of the Premises. Further, the Division reserves the right to impose further conditions as needed.
5. The Permittee agrees that the Director, Division of Parks and Recreation, or any duly authorized agent, at any time, may examine and inspect any and all property located and situated on and in these premises.
6. This permit is not transferable and the Director, Division of Parks and Recreation, may revoke this permit at any time for any reasonable cause.
7. The Division can never guarantee that the site will, at all times, have the capacity to serve the Event or that the conditions of weather will be appropriate for the Event. This is a risk that the permittee alone must bear in that process.
8. All precautions shall be taken to ensure that there will be no conflict with recreational users in the area, except as permitted herein.
9. The Permittee shall recognize the Department of Natural and Cultural Resources, Division of Parks and Recreation as host sites for the Event on all publications, promotional materials, and websites.
10. Permittee shall adhere to all specific requirements and must follow the policy as listed herein.
11. The Permittee shall agree that if they wish to add any elements to the Events as listed herein, an addendum to the permit shall be required. The addendum will only be permitted if the State agrees to the request. Otherwise, the elements of this signed permit shall remain in force.

O. Pre-Event Requirements:

1. The Permittee shall submit a description and map of the proposed Event layout over and across the Premises.
 - i. This shall include but not be limited to the use of trails, pavilions, day-use area, parking lots, etc.
 - ii. This shall be submitted to the Concord Headquarters with the permit application.
2. The Permittee shall meet with the Regional Supervisor and/or the Onsite Contact no less than one week prior to the Event to finalize the Event layout and use of the Premises as well as any pre-event setup requirements and post event dismantle requirements.
3. The Permittee shall make necessary contacts and obtain approvals from appropriate town and state agencies including but not limited to the State Department of Transportation and local fire and police departments.
 - i. The Permittee shall comply, at its expense, with all local and state requirements for police and traffic control.

P. General Cancelations:

1. DNCR reserves the right to delay or cancel any event in accordance with Governor and public health and safety directives.



Initial/Date

NH Department of Natural and Cultural Resources – Division of Parks and Recreation
Special Use Permit Specific Requirements (continued)

- i. If DNCR cancels the Event, all moneys submitted to DNCR for the Permit shall be returned to the Permittee.
 - ii. The Permittee shall agree that should the Event be canceled; the Permittee will indemnify and hold the State of New Hampshire harmless with respect to any claims against the State arising out of the cancellation.
2. If the Permittee cancels the Event outside of Governor or DNCR directive, DNCR reserves its right to retain any moneys paid for the Event.

Q. Additional Permitting Requirements:

1. The Permittee shall obtain all required permits and approvals from other State and Local agencies including but not limited to permits for tents, serving liquor, fireworks, and road closures.
 - i. The Permittee shall retain copies of such licenses and permits and shall provide DNCR with copies of any and all permits immediately upon request.

R. Trash and Recycling:

1. The Permittee shall be responsible for disposal of all trash and recycling.
2. Clean up shall be considered acceptable to DNCR and complete upon inspection by DNCR.
3. Should Premises not be returned to conditions as found by the end of the day following the event, the Permittee shall pay \$200.00 penalty fee.

S. Signs, Banners, and Trail Markers:

1. All sign, banners, and trail markers installed on the Premises shall be approved by DNCR prior to installation.
2. All sign, banners, and trail markers shall be installed no earlier than the morning of the Event and shall be removed no later than the end of the Event unless otherwise listed herein.
3. All sign, banners, and trail markers must have the Permittee's name and contact information on them.
4. If signs, banners, and trail markers are not removed from the Premises by the end of the event, the Permittee shall pay a \$200.00 penalty fee.

T. Photography:

1. The Permittee shall be allowed to take photos and film the Event for promotional purposes only.
2. The use of an unmanned aircraft (a.k.a. "drones") shall be strictly prohibited.

U. Emergency Personnel and Access:

1. The Permittee shall allow ample space, as determined by the State, for emergency vehicle access and operational traffic flow, as needed.
2. The Permittee is responsible for coordinating and paying for police, fire, ambulance and any other emergency response details, as needed.

V. Grounds and Premises:

1. The Premises' natural features shall not be altered or disturbed in any way and all areas shall be fully restored at the expense of the Permittee no later than the Monday following the Event.
 - i. Restoration shall be deemed acceptable to DNCR upon inspection by the Park Manager.
 - ii. If the Premises are not returned to the pre-event condition as indicated, the Permittee shall pay a \$200.00 penalty fee.
2. The Permittee shall reimburse DNCR for all expenses incurred to repair damage or to restore the Premises to pre-event condition. The Permittee shall also reimburse DNCR for any and all applicable penalty fees incurred as defined herein. Payment shall be due upon receipt of invoice.

W. Post-Event Requirements:

1. The Permittee shall submit, without demand the following reports:
 - i. Detailed income and expense report that itemizes all revenue (by revenue source), including but not limited to registration fee by fee type, sponsors, and donations.
 - ii. Attendance report that identifies the total number of staff, volunteers, vendors, participants, and spectators.
 - iii. All reports must be submitted within sixty (60) days of the end of the Event.

W. Post-Event Requirements (continued):



Initial/Date

**NH Department of Natural and Cultural Resources – Division of Parks and Recreation
Special Use Permit Specific Requirements (continued)**

2. The Permittee shall remit payment for all outstanding fees including but not limited to day-use fees not collected during the Event and any penalty fees if applicable. Payment shall be due, without demand, upon receipt of invoice.

X. Additional Fees and Penalty Fees:

1. The Permittee shall reimburse DNCR for all expenses incurred to repair damage or to restore the Premises to pre-event condition as well as all applicable penalty fees incurred as defined herein.
2. The Permittee shall agree to reimburse the State for all staff hours required outside of their normal work schedule.
 - i. If applicable, this shall include hours prior to the start of the Event to prepare the Park premises as well as any hours after the Event to shut down the park for the day.
 - ii. The rate shall be \$50 per hour per staff member and payment shall be due upon receipt of invoice.
3. The Permittee also shall reimburse the Division for all applicable penalty fees incurred as defined herein, and payment for penalty fees shall be due upon receipt of invoice.

Y. Additional Changes After Permit Execution:

1. Any changes to the terms and conditions of the Permit must be agreed to and approved in writing by the parties.
2. The Permittee shall agree that if they have additional events not listed in this Permit, the Event shall require a separate special use permit.

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JD

Initial/Date

NH Department of Natural and Cultural Resources – Division of Parks and Recreation
Special Use Permit Policy

1. The Permittee, including all persons/groups associated under the Special Use Permit (Permit), shall comply with all rules, regulations, and reasonable requests made by the Department of Natural and Cultural Resources (DNCR), the Division of Parks and Recreation (DPR), the park manager and authorized Division staff.
2. An application for a Permit must be received by Concord Headquarters at least 30 days prior to the start date of the event or the Permittee shall incur an expedite fee of an additional \$100. Permit applications received by the Concord Headquarters seven (7) or less days prior to the event date shall be denied.
3. An application for a Permit shall be accompanied by the \$100 non-refundable administrative fee and any applicable expedite fee, made payable to Treasurer, State of NH. Applications will not be processed or approved without payment, unless alternate arrangements are made through Concord Headquarters.
4. The Permittee shall pay all other applicable fees, including event fees, facility rental fees, admission and parking fees, and penalty fees in the manner contracted in the Permit, and shall comply with all conditions identified on the Permit.
5. The Permittee shall carry and maintain in force general liability insurance coverage in the following amounts: a) One Million Dollars (\$1,000,000) per occurrence; b) Two Million Dollars (\$2,000,000) in the aggregate; and c) One Hundred Thousand Dollars (\$100,000) for damage to rented premises. The Permittee shall be responsible for all costs under a deductible.

The State may require coverage which exceeds the amounts listed herein should the risks associated with the event or activity so warrant so as to reasonably protect the State. Such additional insurance coverage shall be reflected in the "Specific Requirements" sections of the Permit.

The Permittee shall identify the State as the Certificate Holder and additional insured, and shall furnish a Certificate of Insurance with the permit application. Applications shall not be processed or approved without required proof of insurance. The Certificate Holder shall be listed as follows: State of New Hampshire, Department of Natural and Cultural Resources, Division of Parks and Recreation, 172 Pembroke Road, Concord NH 03301.

6. The Permittee shall indemnify and hold harmless the State, its officers and employees, with respect to liability for bodily injury or property damage caused in whole, or in part, by the Permittee's acts or omissions, or the acts or omissions of those within the Permittee's party, or the acts or omissions of those acting on the Permittee's behalf, to the extent RSA 99-D:1 and 2 do not apply.

Nothing herein contained shall be deemed to constitute a waiver of sovereign immunity of the State, which immunity is hereby reserved to the State.

7. The use and/or activities conducted by the Permittee shall be limited to the approved use and/or activities identified in the Permit. There shall be no soliciting except as may be permitted.
8. Only the buildings, facilities, specified areas, or resources of the DNCR lands identified in the Permit shall be used for the approved use or activity, and only during the dates and hours so authorized by the Permit. The Permit is not transferrable.
9. The Permittee shall display a copy of the Permit upon request by the park manager or staff on the day of the event.
10. The use or activity, while engaged or executed, shall not unreasonably cause or contribute to the degradation of the visitor experience, as determined by the authorized DNCR personnel.
11. The use or activity, while engaged or executed, shall not cause environmental or property damage of DNCR lands, facilities and resources, as determined by the authorized DNCR personnel.
12. All signing, posting, decorating and set-up shall be appropriate for a family-friendly park and forest environment, subject to the approval of the park manager or authorized personnel.
13. Parking for the event is in designated areas only. Park staff will inform the Permittee of the designated parking areas.
14. The DNCR has a carry-in/carry-out trash policy. All buildings, facilities, specified areas, or resources used for the approved use or activity shall be restored by the Permittee to the same condition in which it was initially found, including removal of all signs, postings, decorations, equipment and structures, and trash and repairs and/or restoration of State property.
15. Supervision of the use or activity shall be the responsibility of the Permittee.
16. All future permit issuances to the Permittee are contingent upon satisfactory performance of conditions under the Permit.
17. Breach of the Policy or any state park policies will result in the termination of the event at any time before or during the event, without refund of any or all fees.
18. DNCR reserves the right to suspend or cancel the event or change the event route should the need to ensure public safety or protect facilities or natural resources arise, such as but not limited to weather conditions, major accidents, or trail conditions.

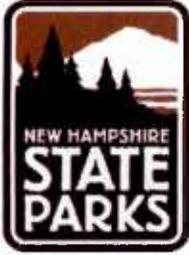
I, the Permittee, agree to abide by the Policy and the specific conditions and requirements herein identified.

	9/18/2024	Madeleine Estabrook
Permittee, duly authorized	Date	Printed Name sr. Vice Chancellor - Student Life

Please review, sign, and return with all required fees and documents to: NH Division of Parks and Recreation, Attn: SUP Office
172 Pembroke Road, Concord, NH 03301

JCL/JP-040318/08-031618

Initial/Date



New Hampshire State Parks
 172 Pembroke Road
 Concord, NH 03301

INVOICE

DATE: September 18, 2024
INVOICE # SUP: DP2024-093

Bill To:

Andrew McCarty
 Vets Off-Grid
 360 Huntington Ave 271-277
 Boston MA, 02115
 (617) 373-5486
a.mccarty@northeastern.edu

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
SUP Administrative Fee:	1	\$ 100.00	\$ 100.00
Expedite Fee:	0	\$ 100.00	\$ -
Event Fee:	1	\$ 100.00	\$ 100.00
Impact Fee:			
Additional Staff Hours*:	0	\$ 50.00	\$ -
Facility Use Fee:			\$ -
Pavilion/Banquet/Conference Rental, etc.	0	\$ -	\$ -
Camping Fee:			\$ -
Permittee shall pay \$23.00 per campsite.	35	\$ 23.00	\$ 805.00
Firewood Bundles:			
Permittee shall pay \$6.50 per bundle of wood.	240	\$ 6.50	\$ 1,560.00
Kayak & Canoe Rentals:	16	\$ 50.00	\$ 800.00
Permittee shall pay \$50.00 per day per vessel.			
*NOTE: Additional Staff Hours and gross revenue will be billed once the event is over as needed.			
Administrative Fee & Event Fee paid 9/13/24			\$ (200.00)
Rentals, Bundles & Camping paid 9/13/24			\$ (3,165.00)
			\$ -
TOTAL			\$ -

Make all checks payable to **Treasurer, State of New Hampshire**

If you have any questions concerning this invoice, contact:

Special Use Permit Office, 603-271-3556, dncr.stateparkpermits@dncr.nh.gov

THANK YOU FOR YOUR BUSINESS!



Northeastern

OFFICE OF THE BOARD OF TRUSTEES

SECRETARY'S CERTIFICATE – SIGNATURE AUTHORITY

The undersigned, Camille Kluttz-Leach, Secretary of Northeastern University (the "University"), hereby certifies that the individual listed below is currently serving in the position set forth opposite her name, and in that capacity has authority to sign the *New Hampshire Division of Parks and Recreation Special Use Permit Package*, in connection with *Vets-Off Grid* for use of the Pillsbury State Park, from August 23, 2024, until August 25, 2024, on behalf of Northeastern University. This authority is vested under the Signature Authority Policy approved and adopted by the Board of Trustees of the University on September 14, 2018, and is currently in effect.

Madeleine Estabrook

Senior Vice Chancellor for Student Life



Camille Kluttz-Leach
Secretary, Northeastern University
(617) 373-7433

Date: 11 December 2024