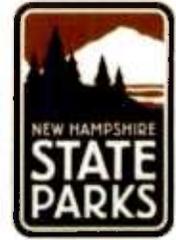




State of New Hampshire
 DEPARTMENT OF NATURAL & CULTURAL RESOURCES
 DIVISION OF PARKS & RECREATION

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

57



JK

March 7, 2025

Her Excellency, Governor Kelly A. Ayotte
 and the Honorable Council
 State House
 Concord, New Hampshire 03301

REQUESTED ACTION

1. Pursuant to RSA 216-A:3, III and RSA 227-H:9, authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation (Department) to enter into a **Retroactive Lease Agreement (Lease)** with the Appalachian Mountain Club (AMC) Boston, Massachusetts, for use of certain state-owned land collectively known as the Lonesome Lake Hut from July 1, 2024, through June 30, 2029.
2. Further authorize the Department to accept from the AMC an annual base payment of the amount paid the previous year plus the percentage of the CPI determined each December of the prior year and published by the U.S. Bureau of Labor Statistics but not to exceed 4% for any year over the term of the Lease. Therefore, the July 1, 2024 payment shall be \$15,450.00 = \$15,000 + \$450 (3.0% twelve-month CPI, Dec. 2023). The July 1, 2025 payment shall be \$15,450.00, plus the % CPI, Dec. 2024, and so forth. The payments will be deposited into the accounting unit #03-35-35-351510-37020000 "State Parks Fund."
3. Further authorize the Department to accept trail work and services from the AMC performed exclusively on state reservations in lieu of an additional payment not to exceed \$24,000 per year accomplished at the "professional crew level" as more specifically set forth in a work plan ("Work Plan") provided by the Department, in accordance with the terms of the Lease.

EXPLANATION

This request is **Retroactive** because the Department and the AMC conducted extensive negotiations that went beyond the June 30, 2024, term of the previous Lease.

This Lease, upon approval, will allow the Department to continue this mutually beneficial partnership that has occurred between the parties since 1965 in support of public outdoor recreation. In 1965, the State constructed a cabin on Lonesome Lake in Franconia Notch State Park and entered into a lease arrangement with the AMC to occupy and operate the cabin as part of AMC's mountain hut system. In 1979, the State transferred ownership of the cabin to the AMC for the purpose of providing dining and lodging services to the general public.

The NH Department of Revenue Administration completed an appraisal of the value of the site and associated rights. The reported appraised value is in the amount of \$35,000 per year and include an analysis of AMC's revenue obtained from the Lonesome Lake Hut. This Lease collects from the AMC, a combination of an annual base payment, as well as trail work in lieu of payment; these payments exceed the appraised value of \$35,000.

The Office of the Attorney General has reviewed and approved the Permit as to form, substance, and execution.

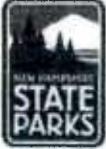
Respectfully submitted,

Brian J. Wilson
 Director

Concurred,

Sarah L. Stewart
 Commissioner

(15M)



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

LEASE AGREEMENT

Whereas, the State of New Hampshire Department of Natural and Cultural Resources (the "State" and "Department") is responsible for the management of Franconia Notch State Park for the statutory purposes of meeting the recreational needs of the citizens of all regions of the state, making areas accessible for recreational educational and scientific uses, and encouraging and supporting tourism and related economic activity within the state; and

Whereas, the Appalachian Mountain Club (the "AMC"), founded in 1876, promotes the protection, enjoyment, and understanding of the mountains, forests, waters, and trails of America's Northeast and Mid-Atlantic regions, believes these resources have intrinsic worth, provides recreational opportunities, spiritual renewal, and ecological and economic health for the region, and because successful conservation depends on active engagement with the outdoors, AMC encourages people to experience, learn about, and appreciate the natural world; and

Whereas, the AMC operates a 7 hut system since 1965 in the White Mountain National Forest a day's hike apart providing overnight accommodations, meals and programs to overnight visitors as well as water, bathroom facilities, hiking information, and search and rescue support for day use hikers; and

Whereas, the AMC has operated the Lonesome Lake Hut in Franconia Notch State Park since 1929 and has owned the buildings and other improvements on the premises since the 1970's; and

Whereas, an appraisal was conducted in 2018 that determined a value of \$35,000 per year for the use of the Premises, storage shed, metal job box, and parking; and

Whereas, the AMC is experienced in performing trail work, have been employing a professional trail crew since 1919, and providing other services in support of outdoor recreation in the state; and

Whereas, The State of NH has previously received federal financial assistance through the Land and Water Conservation Fund (LWCF) – State Assistance Program for acquisition and development of Franconia Notch State Park. The fund, which is administered by the U.S. Department of the Interior, National Park Service (NPS), was established under the LWCF Act of 1965 (Public Law 88-578) and enacted as positive law at 54 U.S.C. § 200301 et seq. Use of the fund imposes various provisions and requirements upon the State of NH as sponsor and Franconia Notch State Park as property for public outdoor recreation in perpetuity; and

Whereas, the parties entered into a Lease Agreement in 2019, for AMC's use of State-owned property in support of AMC's operation of Lonesome Lake Hut, with the term expiring on June 30, 2024, and the parties wish to enter into a new Lease Agreement;

Now therefore, the Department of Natural and Cultural Resources, Division of Parks and Recreation (the "State" and "Department"), through its Commissioner and under the authority granted in 216-A:3, III and RSA 227-H:9, hereby grants a Lease Agreement (the "Lease") to the **APPALACHIAN MOUNTAIN CLUB** (the "Lessee"), 10 City Square, Boston, MA 02129, to use the below described State property for purposes as follows:

State-owned Assets (collectively, the "State Assets"):

MS
3/10/25

**LEASE AGREEMENT
APPALACHIAN MOUNTAIN CLUB – LONESOME LAKE HUT**

A. The State-owned property and land immediately adjacent to the rustic structures, collectively known as the Lonesome Lake Hut owned by the Lessee and situated on the northwesterly side of Lonesome Lake, identified as Lot No. 15, Range 10, in the Town of Lincoln, New Hampshire, and defined as the "Use Boundary" in Appendix A and referred to herein as "Premises;"

B. Located within the State-owned Lafayette Place Campground in Franconia Notch State Park, the Storage Shed and the Rigid-brand Metal Job Box located behind the Storage Shed, referred to herein as the "Storage Shed" and "Job Box;" and

C. Located within Franconia Notch State Park, up to four (4) parking spaces located at the Lafayette Campground parking lot and specifically designated by the State Park staff, referred to herein as the "Parking Spaces."

Purposes of Lease:

The use of the "Premises" is to allow the Lessee to provide overnight accommodations, food services and programs to the general public as part of its high mountain hut system;

Term: To hold aforesaid Premises from July 1, 2024, through June 30, 2029, or unless sooner terminated in accordance with this Lease. The Lease is contingent upon Governor and Executive Council approval.

Payment: The Lessee shall pay the State a annual base payment of the amount paid the previous year plus the percentage of the CPI determined each December of the prior year and published by the U.S. Bureau of Labor Statistics but not to exceed 4% for any year over the term of this agreement. Therefore, the July 1, 2024 payment shall be \$15,450.00 = \$15,000 + \$450 (3.0% twelve-month CPI, Dec. 2023). The July 1, 2025 payment shall be \$15,450.00, plus the % CPI, Dec. 2024, and so forth. The base payment, billed via DNCR invoice on or before May 30th of each year, shall be payable on or before July 1st of each year without demand. Payments made after 30 days from the date due shall incur a 2% late fee on the balance due.

In addition, the AMC shall provide work or services in lieu of payment as follows:

The value of the work in lieu of payment shall be \$24,000 per year accomplished at the "professional crew level" as more specifically set forth in a work plan ("Work Plan") provided by the Department. The Work Plan documentation for work in lieu of payment shall be consistent with existing DNCR processes as they pertain to the Bureau of Trails Recreational Trail Program.

If work completed on State Land as outlined in the annual work plan exceeds or does not meet the \$24,000 per year obligation, then AMC may apply the excess or deficit to next year's work in lieu obligation within the term of the Lease, if approved by the Director of the Division of Parks and Recreation. In no event shall the excess in lieu work reduce the amount of the base payment.

The work shall meet the mission of both State Parks and the AMC; be performed exclusively on state reservations; be completed to Department standards; not have been fully or partially reimbursed through any other sources of state or federal grants or funding, with the exception of the AmeriCorps; not be used to meet or match other contractual obligations to other parties; and be performed in accordance with an annual work plan provided by the Department. The Department shall determine a single project/location and work with AMC to develop a scope and timeline to complete the specified work within the term of the Lease. Projects shall be reviewed through the Department's project approval procedures, emergency response and repair work excepted.

In the event that the Department is charging for parking at the Falling Waters/Bridle Path and/or Lafayette

**LEASE AGREEMENT
APPALACHIAN MOUNTAIN CLUB – LONESOME LAKE HUT**

Place parking lots, the amount of work in lieu of payment required shall be reduced based upon an estimate of the parking revenue paid by overnight guests at Lonesome Lake Hut. In no event will that reduction affect the amount of the base payment.

In addition to the above provisions, the Lease is granted under the following conditions:

1. Use of State-owned Assets:
 - a. The Lessee shall have the exclusive right to operate overnight accommodations, provide food service, and provide programs to the general public except that the general public shall have the right to day use of the Premises grounds and the right to cross the Premises grounds provided that the general public does not unreasonably disturb the Lessee's quiet enjoyment of the Premises. Pedestrian access is also granted for the Lessee's guests to access to the Lonesome Lake Hut across established trails in Franconia Notch State Park subject to the rules and regulations of the Department.
 - b. The Lessee shall have the exclusive right to use the Storage Shed and the Job Box for the stated purposes described above.
 - c. The Lessee shall be assigned up to four (4) parking spaces exclusively for Lessee's staff use including overnight use, for the above referenced operating purposes. The value of each of the spaces used shall be \$600 per year and shall be included in the \$24,000 work in lieu of payment.
2. The Lessee and all persons using these Premises with the consent of the Lessee shall comply with all laws and regulations of the State of New Hampshire governing State Reservations.
3. The Lessee shall be legally considered as an independent contractor and that neither the Lessee nor its employees shall, under any circumstances, be considered servants or agents of the State of New Hampshire, and that the State shall, at no time be legally responsible for any negligence on the part of said Lessee, its servants or agents resulting in either personal or property damage to any individual, firm or corporation. The Lessee shall, at no time be legally responsible for any negligence on the part of the State, its servants or agents resulting in either personal or property damage to any individual, firm or corporation.
4. The Lessee may operate to provide such services to the public at such rates as is its custom, but shall not sublet use of the Premises by any other person or persons without the written permission of the State, or his/her duly authorized agent.
5. The Lessee shall provide to the Non-Motorized Trail Coordinator or designee by the end of the calendar year a written work report ("Work Report") that shall outline by the previous calendar year the Lessee's trail work or services used in lieu of payment and shall summarize the Lessee's accomplishments consistent with the applicable Work Plan. The State shall review the Work Report and shall, within 30 days, either approve the report or request revision and resubmission of the Work Report for the purpose of allowing the Lessee to address specific comments or objections made by the State. The revised Work Report shall be due to the State within 30 days following the State's request for revision. The State reserves the right to reject any part of the Work Report but shall provide the basis of its decision in writing.
6. The Lessee shall provide to the State accurate annual attendance figures and financial statements for each

**LEASE AGREEMENT
APPALACHIAN MOUNTAIN CLUB – LONESOME LAKE HUT**

annual operating season, including income and expense reports directly related to the use of the Premises. Such reports shall accompany the Lessee's annual base payment made to the State, due no later than July 1st of each year without demand. In addition, the Lessee shall provide a detailed accounting of the work or services performed in lieu of payment for the previous calendar year including but not limited to the type and location of the work or services and the total hours of the work or services performed as specified in the Work Plan.

7. The State shall have authority to audit at its expense the Lessee's books and records directly related to this Lease, in order to protect the public interest. Such audits shall be subject to supervision by the Director of Accounts, State of New Hampshire, and shall be made at such times as the State may deem necessary to protect the State's interests. The Lessee shall have the right to be present during any such audit, and shall timely receive copies of all documents relating to the audit.
8. The Lessee agrees that no wood or timber, except dead or downed trees, which may be used for fuel purposes, shall be cut within the Premises or Franconia Notch State Park for use by the Lessee or anyone using these Premises with the consent of the Lessee, except with the approval of the State, or his/her duly authorized agents. Hazard trees or trees impeding safe airlifting operations may be cut by the Lessee.
9. The Lessee agrees that the State or any of his/her duly authorized agents at any time may examine and inspect any and all property located and situated on and within these Premises. Furthermore, the Lessee agrees to comply with all reasonable requests of the State or any of his/her agents.
10. The Lessee shall be responsible for all costs associated with the ownership of its Lonesome Lake Hut structures and the Premises, including improvements, painting and grounds keeping. Additionally, the Lessee shall maintain the structures and associated areas in a clean and presentable manner. Any substantial alterations, changes or improvements made to the structures or surrounding grounds must be first approved in writing by the State. The Lessee shall be responsible for all costs associated with maintaining the Storage Shed and Job Box in good, presentable condition suitable in a NH state park environment, as determined by the State. The Lessee shall obtain permission from the State prior to painting and/or altering the Storage Shed or Job Box so as to preserve the NH state park brand.
11. Both parties shall recognize the relationship between the State and Lessee. The Lessee and the State shall ensure that its websites, social media accounts as is practicable, and marketing materials acknowledge and promote the State and Lessee and recognize the relationship between the State and the Lessee under this Lease.
12. The Lessee shall comply with all statutes, laws, regulations, agency administrative rules and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Lessee, including, but not limited to, civil rights and equal opportunity laws. The Lessee shall procure at its sole expense all necessary licenses and permits required in connection with its operations and activities associated with the Lease.
13. This Lease may be amended only by an instrument in writing and signed by both parties.
14. This Lease shall be subject to cancellation by the Commissioner of the Department, through the Director of the Division of Parks and Recreation, in the event the Lessee fails to comply with any of the conditions of the Lease and fails to correct the default or breach within thirty (30) days, by giving the Lessee thirty (30) days written notice of cancellation.

**LEASE AGREEMENT
APPALACHIAN MOUNTAIN CLUB - LONESOME LAKE HUT**

15. The Lessee shall at its sole cost and expense and for the mutual benefit of the Lessee and the State, obtain and continuously maintain in force, the following insurance:
- a. General Liability Insurance coverage in the amount of Two Million Dollars (\$2,000,000). Said insurance shall include personal liability insurance in the amount of One Million Dollars (\$1,000,000) for bodily injury or death per occurrence and Two Million Dollars (\$2,000,000) in the aggregate and Five Hundred Thousand Dollars (\$500,000) for damage to property, which insurance shall be extended to cover the State with respect to the foregoing indemnification.
 - b. Worker's Compensation insurance covering the employees and volunteers of the Lessee from loss or damage because of liability under the Worker's Compensation Act in amounts as required by law.
 - c. All insurance provided for in this Lease shall be affected under standard form valid and enforceable policies issued by insurers of recognized responsibility qualified to do business in New Hampshire. On the date of execution of this Lease and thereafter not less than fifteen (15) days prior to the expiration dates of policies purchased pursuant to this section originals or copies of all relevant insurance certificates shall be delivered by the Lessee to the State. The comprehensive public liability policy of insurance provided for herein shall name the State and the Lessee as parties insured as their respective interests may appear. The Lessee agrees to maintain insurance as herein provided in full force and effect for the duration of the Lease and will seek an agreement by the insurer that such policy shall not be canceled or modified without at least ten (10) days prior written notice to the State.
 - d. By signing this agreement, the Lessee agrees, certifies and warrants that the Lessee is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
 - e. To the extent the Lessee is subject to the requirements of N.H. RSA chapter 281-A, Lessee shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Lessee shall furnish the State, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Lessee, or any subcontractor or employee of Lessee, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.
16. The Lessee shall defend, indemnify, and hold harmless the State, and its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Lessee or Lessee's subcontractors, agents, assignees, guests, licensees, or invitees 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 Lease.
17. All property of every kind on the Premises shall be at the sole risk of the Lessee and the State shall not be liable to the Lessee or any other person for any injury, loss, damage, or inconvenience occasioned by any cause whatsoever to said property. In case the Premises, or any part thereof, shall, during the said term of this Lease, be destroyed by fire or unavoidable casualty so the same shall be rendered unfit for

**LEASE AGREEMENT
APPALACHIAN MOUNTAIN CLUB – LONESOME LAKE HUT**

use and habitation, then, and in such case, the rents hereinbefore reserved or a just proportionate part thereof, according to the nature and extent of the injuries sustained, shall be suspended or abated until said Premises shall have been put into proper condition for use by the Lessee, or, at the option of the State, the Lease shall be terminated.

18. The Lessee shall be held legally and financially liable for any and all damages, repairs or rehabilitation of the State Assets caused by its operations. The Lessee shall, within 24-hours, report to the State, and restore or repair any and all damages or shall reimburse the State for any and all restoration and repair of State Assets that is performed by the State, resulting from the Lessee's use, or its subcontractors or any and all affiliates, of such State Assets.
19. The State Assets are contracted to the Lessee in "as is" condition. The State shall not be required to provide any improvements, upgrades, or alterations to the State Assets prior to or during the term of this Lease for the benefit of the Lessee.
20. Notwithstanding any provision of this Lease 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, and 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 becomes available.
21. The Lessee 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 Lessee in its performance of its operations. Third party grants, donations or other contributions or material support shall not constitute a claim or interest within or upon the State Assets. This Lease shall not transfer to the Lessee any claim, interest or right held by the State, and the Lessee shall in no way nor at any time interfere, prevent, or obstruct any activity, operation, management, or use of land or rights held by State.
22. The State reserves its right to restrict or close its lands, facilities, or trails to public use, pursuant to its administrative rules Res 7300, or for other State activities, including but not limited to timber operations.
23. Special Use Permits are required to grant the Lessee permission to hold special events at the State Park that go beyond the routine operating and recreational activities related to the Lonesome Lake Hut and beyond the Lessee's activities granted herein through an approved Work Plan. The Lessee shall apply for a Special Use Permit from the State Park's General Manager or designee, in accordance with the applicable administrative rules and park permitting policies, and all customary fees shall apply.
24. The Lessee shall be responsible for, and pay for, any taxes and other assessment(s) applicable to the Premises. Specifically, the Lessee agrees to hold the State harmless with respect to and agrees to pay in addition to other payments provided herein, the full amount of taxes levied against the Premises subject to this Lease as a consequence of the application of RSA 72:23.1, which provides for taxation of certain State properties used or occupied by persons or entities other than the State, and RSA 78-A, which provides for taxation on certain meals and rooms activities. In the event the Lessee shares a larger parcel of land with other lessees or other concessionaires, it shall be obligated to pay only its' pro rata share of any such taxes. Failure of the Lessee to pay the duly assessed personal, real estate, and meals and rooms taxes when due shall be cause to terminate said Lease by the State. Should the Lessee claim that its real

**LEASE AGREEMENT
APPALACHIAN MOUNTAIN CLUB – LONESOME LAKE HUT**

estate and personal property are exempt from taxation by reason of the provision of RSA 72:23, V, and/or claim that its meals and rooms activities are exempt from taxation, the provisions of this section shall not be construed to waive any such claim.

25. No failure by the State to enforce any provisions hereof after any event of default on the part of the Lessee shall be deemed a waiver of its rights with regard to that event, or any subsequent event. No express failure of any event of default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Lessee.
26. During the term of this Lease, any extension thereof, or in the event of non-renewal, the State of New Hampshire shall have the right to purchase the Lessee's improvements, to remove them, or to require the Lessee to remove them, at the option of the State. The State shall be obligated to pay an equitable consideration for the improvements, or for the State's removal of the improvements and damages to the improvements resulting from their removal. The Lessee shall be responsible for the cost of removal of the improvements, if undertaken by the Lessee. The amount of consideration shall be fixed by mutual agreement between the State and the Lessee and shall be accepted by the Lessee in full satisfaction of all claims against the State of New Hampshire under this clause. If mutual agreement is not reached, the State of New Hampshire shall determine the amount and if the Lessee is dissatisfied with the amount thus determined to be due the Lessee, the Lessee may first appeal the determination in writing to the Commissioner of the Department. Upon the payment to the Lessee of 75% of the amount fixed by the Commissioner, the right of the State of New Hampshire to remove or require the removal of the improvements shall not be stayed pending final decision on appeal.

The parties hereto have set their hands the date herein named.

[SIGNATURE PAGE FOLLOWS.]

APPALACHIAN MOUNTAIN CLUB



Nicholas Stevens, Chief Financial Officer Date
Duly Authorized

3/10/25

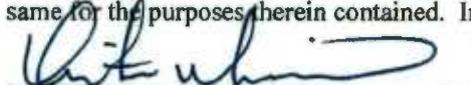
STATE OF Vermont

COUNTY OF Lamoille

Kristie Morrison *km*

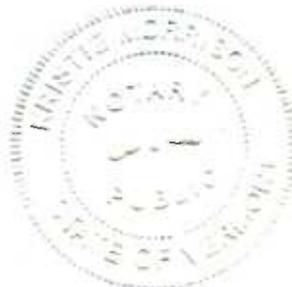
On this the 10 day of March, before me Nicholas Stevens, the undersigned officer,

personally appeared Nicholas Stevens, 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 the purposes herein contained. In witness whereof, I hereunto set my hand and official seal:


Notary Public

My Commission Expires: _____

KRISTIE MORRISON
Notary Public, State of Vermont
Commission No. 0015241
My Commission Expires Jan. 31, 2027



**LEASE AGREEMENT
APPALACHIAN MOUNTAIN CLUB – LONESOME LAKE HUT**

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



Brian J. Wilson, Director
Division of Parks and Recreation

3/10/2025
Date

Concur:



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

3/10/2025
Date

Approved as to form, substance and execution:



Nathan W. Kenison-Marvin
Assistant Attorney General

Attorney General

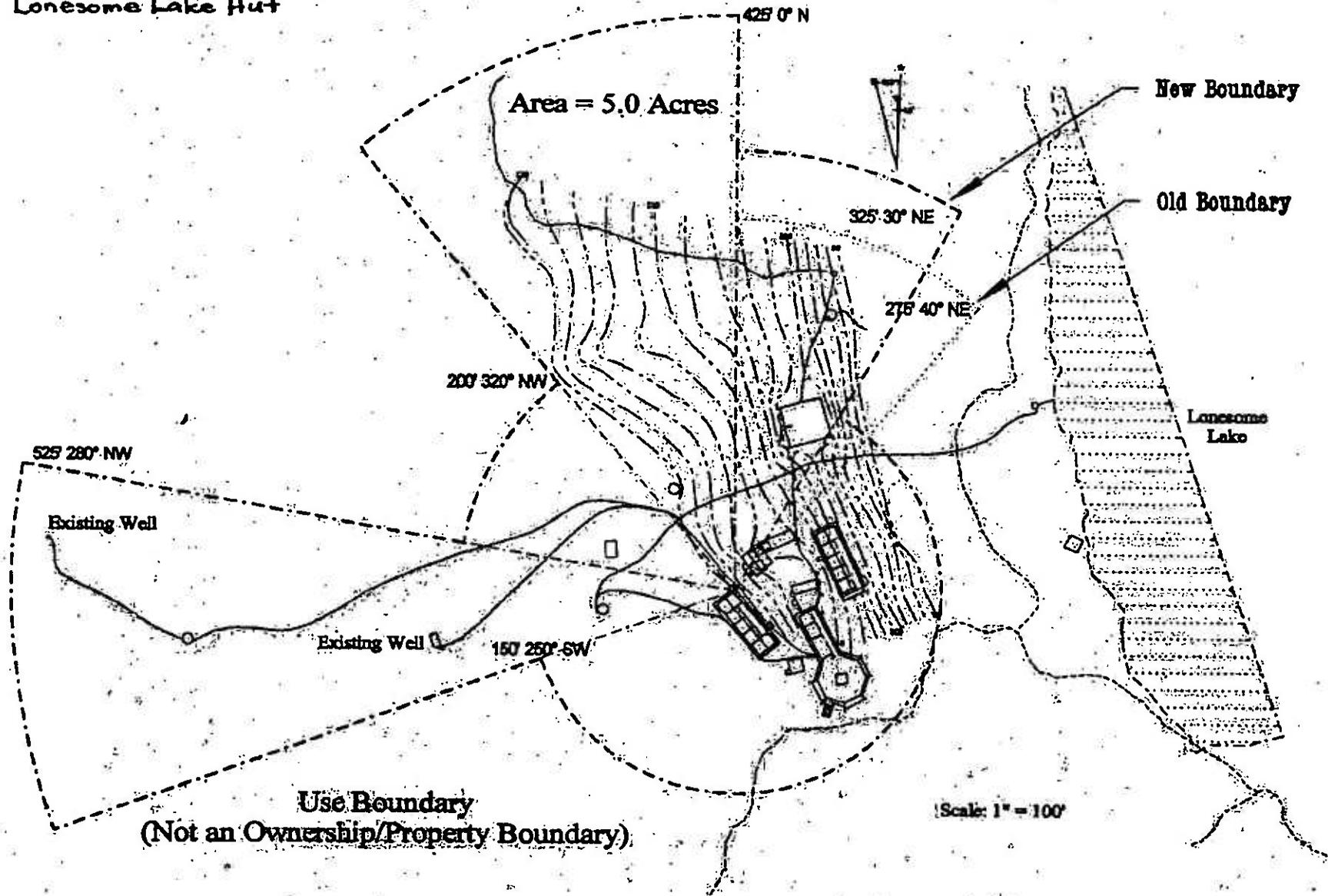
Date March 10, 2025

Governor and Executive Council Approved: Date _____ Item # _____

BJW/ttl-020124



Appendix A: Premises
Lonesome Lake Hut



NS
3/10/25

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that APPALACHIAN MOUNTAIN CLUB is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on February 07, 1935. 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: 67046

Certificate Number: 0007057729



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 19th day of February A.D. 2025.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State

Certificate of Authority # 1

(Corporation, Non-Profit Corporation)

Corporate Resolution

I, Helmut Rueckert, hereby certify that I am duly elected Clerk/Secretary/Officer of
(Name)

The Appalachian Mountain Club. I hereby certify the following is a true copy of a vote taken at
(Name of Corporation)

a meeting of the Board of Directors/shareholders, duly called and held on June 20, 2024,

at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Nicholas Stevens, Chief Financial Officer (may list more than one person)
is

(Name and Title)

duly authorized to enter into contracts or agreements on behalf of

the Appalachian Mountain Club with the State of New Hampshire and any of
(Name of Corporation)

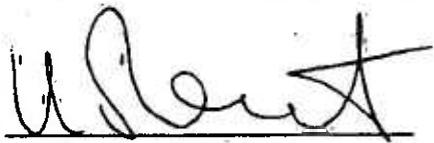
its agencies or departments and further is authorized to execute any documents

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: 3/7/2025

ATTEST: 

(Helmut Rueckert, VP of
Lodging and Hospitality)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/19/2024

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

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

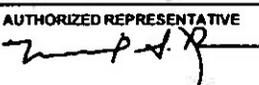
PRODUCER Fred C. Church Insurance 41 Wellman Street Lowell MA 01851	CONTACT NAME: Jennifer Ahern	
	PHONE (A/C, No, Ext): 800-225-1865	FAX (A/C, No): 978-454-1865
E-MAIL ADDRESS: jen.ahern@assuredpartners.com		
INSURED Appalachian Mountain Club 10 City Square Boston MA 02129	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Philadelphia Indemnity Insurance Company	NAIC # 18058
	INSURER B: Navigators Insurance Company	NAIC # 42307
	INSURER C: Arch Insurance Company	NAIC # 11150
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** 115273910 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			PHPK2638215	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB894514	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 Products/Comp Ops Agg \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	ZAWCI5811001	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Excess Umbrella			NY24EXRZ0G2F8IV	1/5/2024	1/1/2025	Per Occurrence \$ 15,000,000 Aggregate \$ 15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Proof of liability coverage of the AMC activities that are approved by the DNCR
 If required by written contract or agreement the Certificate Holders is included as Additional Insured under the General Liability policy per form #PI-MANU-1
 All coverage is subject to policy terms and conditions and the written agreement between the named insured and the additional insured(s).

CERTIFICATE HOLDER State of New Hampshire, Division of Natural and Cultural Resources Division of Parks and Recreation 172 Pembroke Road Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/18/2025

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

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

PRODUCER Fred C. Church Insurance 41 Wellman Street Lowell MA 01851	CONTACT NAME: Jennifer Ahern	
	PHONE (A/C, No, Ext): 800-225-1865	FAX (A/C, No): 978-454-1865
E-MAIL ADDRESS: jen.ahern@assuredpartners.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Philadelphia Indemnity Insurance Company		18058
INSURER B: Arch Insurance Company		11150
INSURER C: Ascot Specialty Insurance Company		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED Appalachian Mountain Club 10 City Square Boston MA 02129	APPAMOU-01
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COVERAGES **CERTIFICATE NUMBER:** 669618332 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			PHPK2638215013	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB894514013	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Products/Comp Ops Agg \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	ZAWCI5811002	1/1/2025	1/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Excess Umbrella			ESXS251000436601	1/1/2025	1/1/2026	Per Occurrence Aggregate \$5,000,000 \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 If required by written contract or agreement, blanket additional insured applies per General Liability form PI-MANU-1 01/00.

CERTIFICATE HOLDER **CANCELLATION**

State of New Hampshire, Division of Natural and Cultural Division of Parks and Recreation 172 Pembroke Road Concord NH 03301 United States	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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