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STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
DIVISION of PARKS and RECREATION
BUREAU OF HISTORIC SITES

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March 27, 2020

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

REQUESTED ACTION

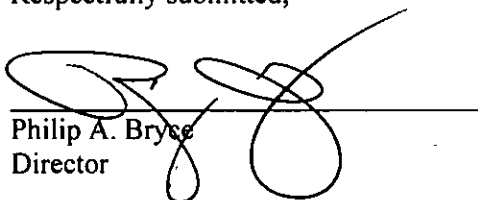
Pursuant to RSA 216-A:3-g and RSA 227-H:9, authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation (DNCR) to enter into a License Agreement (License) with the Nansen Ski Club, Inc. (NSC), of Berlin, NH, for the improvements to and operation of US Nordic-sanctioned ski jump competitions at the Nansen Ski Jump from the date of Governor and Executive Council approval through June 30, 2030, with one ten (10) year option to renew with approval from the Governor and Executive Council.

EXPLANATION

The DNCR requests approval to enter into a License with the Nansen Ski Club (NSC), the Friends group associated with helping steward the state-owned historic 1936 ski jump known as the Big Nansen. This License enables NSC, in partnership with DNCR, to restore the jump and re-engineer the landing slopes in preparation of its operation as a functioning and US Nordic-sanctioned ski jump. Once the work is complete in December 2020, the Big Nansen is expected to be an important piece of the North Country's economic revival, with a typical ski jump event attracting thousands of spectators to the area.

This License also enables the NSC to access \$250,000 in grant funding awarded to the NSC in July 2019, by the Northern Border Regional Commission.

Respectfully submitted,


Philip A. Bryce
Director

PAB/AC/ttl-032720

Attachment

Concurred,


Sarah L. Stewart
Commissioner

LICENSE AGREEMENT
between the
NH DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
and the
NANSEN SKI CLUB, INC.

In accordance with RSA 216-A:3, this License Agreement ("License") is entered into by and between the State of New Hampshire, Department of Natural and Cultural Resources ("State" or "Department"), Division of Parks and Recreation ("DPR") and the Nansen Ski Club, Inc., including but not limited to its officers, agents, assigns, employees, members and volunteers, ("NSC"), P.O. Box 222, Berlin, NH 03570.

Whereas, the Nansen Ski Jump ("Property"), a State Historic Site located in the town of Milan, New Hampshire, is owned by the State of New Hampshire and managed through the Division of Parks and Recreation; and

Whereas, the Nansen Ski Jump, when constructed in 1937, was the largest steel-towered jump in the world and is one of the few remaining pre-World War II ski jumps of its class that still possess structural integrity; and

Whereas, the Nansen Ski Jump, in 1938 and 1939, hosted the first two U.S. Winter Olympic Trials and hosted four National Championships, six North American Championships, and numerous International Invitational ski jumping events; and

Whereas, the Nansen Ski Jump is the only ski jump in New Hampshire of qualifying size to be able to hold U.S. Cup events, which constitutes the premier domestic series; and

Whereas, in 2019, the Nansen Ski Jump was named to the U.S. Department of Interior, National Park Service, National Register of Historic Places for both its architecture and its important role in the history of U.S. ski jumping; and

Whereas, the *Intent* set forth for the Division of Parks and Recreation is established by law under RSA 216-A:1, which states:

"It is the intent of the general court that a comprehensive state park system shall be developed, operated, and maintained to achieve the following purposes in order of the following priority:

- I. To protect and preserve unusual scenic, scientific, historical, recreational, and natural areas within the state.*
- II. To continually provide such additional park areas and facilities as may be necessary to meet the recreational needs of the citizens of all regions of the state.*
- III. To make these areas accessible to the public for recreational, education, scientific, and other uses consistent with their protection and preservation.*
- IV. To encourage and support tourism and related economic activity within the state."*

Whereas, the Ten-Year Strategic Development And Capital Improvement Plan directs the Division of Parks and Recreation to *"take advantage of innovation and partnerships to increase the quality of stewardship"* and to *"formalize framework(s) of agreements...that serves as an improved basis for all park "friends groups", parks affiliates, park operations, and relationships;"* and

Whereas, the Nansen Ski Club, Inc., is a non-profit organization and the oldest continually operated ski club in the United States, established in 1872 for the purpose of promoting and supporting public skiing and related winter activities, and is registered with the NH Department of Justice, Charitable Trust Division (Regn. #12588), and is in "Good Standing" with the Secretary of State's Office (Bus. ID #61848); and

Whereas, the Nansen Ski Club has been historically prominent in the sport of Nordic skiing having had four of their members enshrined in the U.S. Ski and Snowboard Hall of Fame; and

Whereas, since 2006, the State and the NSC has held a long-standing, collaborative partnership that permits NSC to operate winter recreational activities at Milan Hill State Park; and

Whereas, the Northern Border Regional Commission ("NBRC") is "a Federal-State partnership for economic and community development in northern Maine, New Hampshire, Vermont, and New York... that provides Federal funds for critical economic and community development projects throughout the northeast" with its mission "to catalyze regional, collaborative, and transformative community economic development approaches that alleviate economic distress and position the region for economic growth;" and

Whereas, with the support of the DPR Bureau of Historic Sites, the NSC applied for and was awarded a grant from the Northern Border Regional Commission in the amount of \$250,000, with a match amount of \$62,500, to "redevelop the Nansen Ski Jump for the purpose of holding U.S. Ski and Snowboard sanctioned competitions and the development of a North Country youth jumping program, while at the same time promoting economic development through recreation tourism;" and

Whereas, the focus of the grant project is, in part, to "preserve this community icon long into the future by breathing new activity and stewardship into the historic site... [to] allow the Nansen ski club to bring back the sport of ski jumping to a community that has deep roots in this Nordic tradition... [to] attract a new demographic of tourist to the North Country seeking all the various recreation and event opportunities available throughout the year"; and

Whereas, the Northern Border Regional Commission seeks evidence of a long-term commitment between the parties to ensure project support by the State, which is the landowner of the Property;

Now therefore, in consideration of the above recitations, the Department, the DPR and the NSC agree to the following terms:

1. **PURPOSE.** This License grants the NSC access to and use of certain areas and facilities of the Property, as specifically identified in **Exhibit A: Premises ("Premises")**, to implement improvements funded by the Northern Border Regional Commission ("NBRC") grant; and to conduct activities and events to achieve the parties' mutual goals of providing stewardship to and enhancing public recreational opportunities at the Property.
2. **TERM.** The term of this License shall be from the date of approval by the Governor and Executive Council ("Effective Date") through June 30, 2030, with one ten (10) year option to renew with approval from the Governor and Executive Council, unless terminated earlier as provided herein. This License shall not otherwise be extended or renewed, except as provided herein. Any interest in continued operations by the NSC beyond the term under a renewal option shall be negotiated under a new agreement with the Department. At least six (6) months prior to the end of the term, the NSC shall notify the Department of its intent to enter into a new agreement, upon which the parties shall enter into negotiation for a new agreement.
 - 2.1. If the NSC commences its activities and work prior to the Effective Date, all such activities and work shall be performed at the sole risk of the NSC, and in the event that this License does not become effective, the State shall have no liability to the NSC, including without limitation, any obligation to pay the NSC for any costs incurred or work performed.
 - 2.2. This License shall not create any obligations upon the State to any third parties. All obligations between the parties are set forth in this License. The NSC shall be responsible for any and all obligations of the NRBC agreement, and shall indemnify and hold harmless the State as it pertains to such obligations contained within the NRBC agreement including those beyond the

term of this License. The State shall not be liable for any terms of the agreement that the NSC has with the NRBC beyond the term of this License.

3. **RE-NEGOTIATION OF CERTAIN PROVISIONS.** On or before July 1, 2029, the NSC shall notify the Department in writing of its intent to exercise its option to renew this License for an additional ten (10) years beginning July 1, 2030, through June 30, 2040, with approval by the Governor and Executive Council. Following NSC's notification to renew this License, the Department shall have the right to renegotiate sections 4, 5, 6, 8, and 15, of this License, that shall take effect during the term of the renewal option. To exercise this renegotiation provision, the Department shall, within sixty (60) days of receipt of the NSC's intent to renew the License, provide the NSC written notification of the Department's intent to renegotiate the referenced sections. Thereafter, the parties shall renegotiate the terms of these sections in good faith. Should the parties be unable to come to agreement on revised terms within ninety (90) days of the written notice to renegotiate the referenced sections, either party may request mediation in writing. Should mediation be requested, within thirty (30) days of the request for mediation the parties shall jointly select a neutral third party who shall serve as a mediator between the parties on the renegotiation issue. The parties shall schedule mediation session(s) as are reasonably necessary to discuss the issue(s) in dispute and shall renegotiate in good faith with the mediator. The parties shall share the costs of the mediator equally.

Should the parties fail to agree to revisions/amendments to these sections by March 31st of the subject year of renegotiation, whether through their own negotiation or with the assistance of a mediator, the License shall end on June 30, 2030. Should the Department fail to timely exercise its right to renegotiate, the License shall renew on its then-existing terms with Governor and Executive Council approval and terminate on June 30, 2040.

Nothing herein prevents the parties from amending the terms of this License by writing, signed by both parties, at any point during the License term, with any necessary approval from the Governor and Executive Council.

4. **PREMISES.** The NSC shall be granted "non-exclusive" access to and use of certain Property land, facilities, and trails, as specified in **Exhibit A: Premises**, which is incorporated herein. Use of and activities upon the Premises shall be in accordance with this License, and the provisions of Exhibit B and the Annual Work Plan (the "AWP," described herein), and is submitted by the NSC and approved by the Department.

The NSC shall not at any time adversely impact the access, use, and enjoyment of the Property, lands, facilities, and trails by the general public, except as may be granted to the NSC herein or through the AWP or other permitting by the Department. The NSC shall not at any time grant use of the Property to third parties, except as permitted by the Department through the AWP or by Special Use Permit granted by the Department.

- 4.1. *Utilities.* The Department shall be responsible for the costs of utilities necessary for the proper operation of the facilities, as specified in Exhibit B, and contingent upon the availability and continued appropriation of funding for this License and any AWP. If NSC is required to pay for the costs of utilities, failure by the NSC to pay for any utility services purchased, resulting in the termination of the services by the provider, may be considered a material breach of this License.
- 4.2. *Sanitation, housekeeping, and grounds.* The NSC's activities at the Property shall be conducted in a prudent, good and safe manner. The Premises used by the NSC shall be kept in good condition, including but not limited to matters of housekeeping, sanitation, and grounds upkeep, allowing for normal wear and tear as determined by the Department. The NSC shall promptly report any and all damage to the Premises occasioned by storm, accident, or other such unforeseen events.

The Department reserves its right to maintain the facilities and grounds within the Property and the Premises, at its discretion, to protect and maintain property resources. The Department shall not be required or compelled to maintain grounds and areas for the benefit or convenience of the NSC.

- 4.3. *Condition of Premises.* All facilities and areas granted for use and operation by the NSC are in "as is" condition, and the Department shall not be required or compelled to improve, repair, rehabilitate, or maintain such facilities and areas prior to or during the NSC's use of the same.

The NSC shall not alter, modify, nor make any improvements to the Premises, whether temporary; cosmetic, or permanent, without prior written approval from the Department as may be granted by the Department through the AWP.

- 4.4. *Personal property.* The Department shall not be responsible for the NSC's property stored, placed or left on the Premises or within the Property at any time.
- 4.5. *Inspections.* The Department's Bureau of Historic Sites Contact (the "Contact"), or designee, shall inspect the Premises annually to ensure that the Premises are in good working order and acceptable condition with respect to the NSC's obligations for use and maintenance of the Premises, normal wear and tear excepted. The NSC shall fulfill, at its sole expense, all reasonable requests of the Department to address any deficiencies found, as a result of their activities or unmet obligations. Any deficiencies found shall be documented by the Department's Contact, with copies sent to the DPR Director and the DPR Volunteer Program Manager.

The Department 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.

5. FEES. The parties shall agree to the following provisions concerning fees, donations, and the financial capacity of the NSC, associated with the NSC's activities within or use of the Property.
- 5.1. *Administrative fee.* The NSC shall pay a one-time administrative fee of \$100.00, payable to the "Treasurer, State of New Hampshire." Payment shall accompany the signed License.
- 5.2. *Event fees.* The NSC shall not be charged administrative fees for its annual events scheduled in advance and approved by the Department through the AWP. The NSC shall pay all other applicable fees, pursuant to Res 7400: Reserved and Privileged Use of Department Lands, Facilities and Resources. The NSC shall be charged administrative and all associated fees for events not covered under the AWP, but approved by the Department through a separate Special Use Permit ("SUP").
- 5.3. *Fees charged to third parties.* All fees charged to third parties by the NSC for activities within or use of the Property shall be specified in the AWP or by separate SUP, and approved by the Department. Fees charged to third parties by the NSC shall not grant privileges not normally afforded to the general public, without the prior written consent of the Department.
- 5.4. *Grants.* With prior written approval from the Department, the NSC may solicit and receive grants on behalf of and for use in the Property. Grant awards shall not constitute a claim or interest within the Property to the granting party nor to the grant recipient, nor shall grants obligate the State in any way. The Department, at its sole discretion, may deny approval of a grant application by the NSC.

- 5.5. *Donations.* The NSC is permitted to solicit and receive donations onsite on behalf of and for use in the Property, as specified in the AWP. Third party donations shall not constitute a claim or interest within the Property. The NSC shall notify the donor(s) of this policy in writing.
- 5.6. *Use of revenue.* The NSC shall use the fees, donations, and revenue collected from its events and activities, within and directly associated with the Property as set forth in the AWP.
- 5.7. *Revenue sharing.* The NSC shall re-invest 100% of its revenue generated from this License directly back into the Property in accordance with section 5.6.
- 5.8. *Subsequent material change of financial circumstance.* If, during the term of this License, there is a material improvement in the financial condition of the NSC due to its use of the Property, then the NSC and the Department shall negotiate in good faith to modify the terms of this License so as to reflect DPR's statutory obligations under RSA 216-A:3-g: Fees for Park System.
6. **ANNUAL WORK PLAN AND REPORT.** The NSC shall provide to the Department, through the DPR Volunteer Program Manager, its written Annual Work Plan and report ("AWP") that shall outline the NSC's proposed activities, events, operations, fees, maintenance, repairs and improvements at the Property for the coming year, and shall summarize the NSC's accomplishments over the previous year. Within 60 days of the effective date of this License and on or before April 1st, and in all the years thereafter, the AWP shall be due and shall include, but is not limited to the components outlined in **Exhibit B: Annual Work Plan**.
- 6.1. The Department shall review the AWP and shall, within 30 days, either approve the plan or request revision and resubmission of the AWP for final approval by the Department. The revised AWP shall be due to the Department within 30 days following the Department's request for revision, so as to allow the NSC to address specific comments or objections made by the Department. The Department reserves the right to reject any part of a proposed activity or scope of work, but shall provide the basis of its final decision in writing.
- 6.2. *Personnel.* The NSC shall at its own expense provide all personnel, subcontractors and volunteers necessary to perform the activities and obligations under this License. The NSC warrants that all personnel, subcontractors and volunteers engaged in the performance of this License shall be qualified to perform the duties and activities, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7. **MEETINGS.** The parties shall meet at least once annually prior to March 1st, to discuss the NSC's AWP. Subsequent meetings shall be held when deemed necessary by the Department or the NSC, at a place and time to be mutually agreed upon for the purpose of discussing operational and construction issues, official requests to the Department, and other pertinent business which may arise.
8. **NSC-SPONSORED IMPROVEMENTS, CONSTRUCTION, AND MAINTENANCE.** The NSC may only undertake or subcontract improvements, construction, and/or maintenance at the Property as approved by the Department in the AWP, or with the expressed written permission of the Department in response to an unforeseen emergency situation. Recreational trails shall be maintained or constructed in accordance with guidelines provided by the Department.
- 8.1. *Cost of projects.* The NSC shall bear the cost of all NSC-sponsored improvements, construction, and maintenance projects that are approved by the Department and DPR, while using its own equipment, tools, and materials, or subcontracting such State-approved work; and shall ensure that such work is done in a good and workmanlike manner and in compliance with all requirements of the Department, DPR, applicable laws, regulations, and building codes. The

Department may, at its sole discretion, support NSC activities through the cost-sharing of projects and support of Department staff, as budgets and project plans allow.

- 8.2. *Sections 6(F) and 106 Regulatory Reviews.* The Department agrees to facilitate the necessary review process under Section 6(f) of the Land and Water Conservation Fund program and Section 106 of the National Historic Preservation Act, if such reviews are applicable to a NSC project. The NSC agrees to hire and finance an archeologist, biologist, and any other consultant, if required for compliance with Sections 6(f) and 106. The NSC agrees that no work shall begin until all applicable regulatory approvals have been obtained.
- 8.3. *Permits, licensing and approvals.* The NSC shall procure, at its sole expense, all necessary federal, state, municipal and any other applicable granting authority the necessary permits, licenses and approvals required in connection with the activities and operations described herein and under an approved AWP, SUP, or any other agreement between the parties.
- 8.4. *Title to NSC Improvements.* Any and all structural improvements, whether temporary, fixed or permanently installed at the Property, shall be inventoried in the AWP, in accordance with the inventory requirements specified in **Exhibit B**.

Any and all structural improvements fixed or permanently installed at the Property by the NSC or its subcontractors, shall vest, free and clear and without cost, to the Department upon project completion, unless the Department, at its sole discretion, requires such improvements and/or installations to be removed by the NSC. It shall be noted in the AWP what structures are temporary and what structures are permanent, as approved by the Department. Should the Department require such improvements and/or installations to be removed by the NSC, the NSC shall, at its expense, remove such improvements and installations within 30 days of the request or as arranged by mutual agreement, and shall restore the Property to its original condition as it was prior to the execution of this License, reasonable wear and tear excepted.

All temporary improvements or structures built or installed by the NSC that can be removed from the Property with no adverse or permanent impact to the site or original structure and with the site or original structure being restored to its original condition before such temporary improvement or construction occurred, as determined by the Department, shall remain the personal property of the NSC. The NSC shall remove such temporary improvements or structures within 30 days prior to the termination of this License or as arranged by mutual agreement, and shall restore the Property to its original condition, reasonable wear and tear excepted.

The decision of the Department Commissioner relative to whether an improvement or structure built or installed is deemed fixed or permanent or temporary shall be final and conclusive to this matter.

- 8.5. *Interests, Rights, and Obligations Reserved.* The NSC 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 NSC 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 or Property.
9. **SIGNS AND ADVERTISING.** All signs, promotions and advertising matters, on site or associated with the Property, shall be in good taste and approved in the AWP. The Department reserves the right to prohibit any such materials or promotion. The NSC shall have an affirmative obligation to recognize and promote the partnership between the parties on their website, published materials and

external communications. The parties shall post a link to each other's websites during the term of the License.

10. SPECIAL USE PERMITS. Special Use Permits are required to grant the NSC permission to hold special events and programs, and to reserve facilities or areas of the Property, not covered in the approved AWP. The NSC shall apply for a Special Use Permit through the Department's Bureau of Historic Sites, pursuant to the requirements of Res 7400: Reserved and Privileged Use of Department Lands, Facilities and Resources, including all associated fees.
11. RISK OF LOSS, DAMAGE, OR DESTRUCTION. All property of every kind within the Property shall be at the sole risk of the NSC; and the State of New Hampshire and the Department shall not be liable to the NSC or any other person for any injury, loss, damage, or inconvenience occasioned by any cause whatsoever to said property, including, but not limited to, any loss of income for any function, program or contract that may not take place for whatever reason due to an emergency or unforeseeable situation, or due to interruptions or loss of utilities.

The NSC shall, within 24-hours, report to the Department, and then restore or repair any and all damages, or shall reimburse the Department for any and all restoration and repair that is performed by the Department, of State-owned real and personal property resulting from the NSC's, its subcontractors', or any and all affiliates', use of such property.

In the event that the facilities or trails, or any part thereof during said term, be destroyed or damaged by fire, flood, storm, or other casualty so that the same shall be thereby rendered unfit for the purposes of the NSC, the NSC may terminate this License at its option, in accordance with the provisions for termination contained herein. In any event, the Department 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 Department shall not be liable to the NSC for any loss, damage, or inconvenience occasioned by any cause whatsoever to the NSC's revenues, operations, property, activities, or programs.

12. SUPPORT FOR STATE ACTIONS. The NSC hereby acknowledges that the Property are managed by the Department for a broad range of public purposes and the NSC hereby agrees to support the Department's management of the Property in good faith and also agrees that the rights and privileges granted herein shall not be used as a basis to oppose the Department's sovereign privileges, management actions, and decisions taken in the interests of the property and the state park system.
13. NON-EXCLUSIVE USE. "Non-exclusive" access and use granted herein or through Exhibit A, the AWP, SUP, or any other agreement between the parties, is a privilege for access to and use of said lands and facilities; and does not represent nor imply a real property interest in the land and facilities for which the Department shall reserve control of and all rights and privileges.
14. FINAL AUTHORITY. The NSC shall comply with all reasonable requests of the Department and his/her agents, and all obligations incorporated in an approved AWP, SUP, or any other agreement between the parties (for purposes of this part, collectively the "Agreements"). The NSC recognizes that they are a group of volunteers that assist the Department in the Department's mission and duties, and do not have any supervisory or authoritative role or relationship over any of the Department's officers, employees, staff, or agents, or volunteers serving under the Department separately from the NSC. The decision of the DPR Director relative to the proper execution and performance of the obligations of the Agreements shall be final and conclusive as to each matter not covered in the Agreements, and questions that may arise in connection with the privileges granted, and also as to each matter which is not clearly covered in the Agreements.

The NSC may reserve its right to appeal to the Department Commissioner relative to a decision of the DPR Director, pursuant to Res 200: Rules of Practice and Procedure, as amended.

15. **CONDITIONAL NATURE OF AGREEMENT.** Notwithstanding any provision of this License 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 License and any AWP, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the activities under this License immediately upon giving the NSC notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to NSC in the event funds earmarked under this License are reduced or unavailable.
16. **COMPLIANCE WITH LAWS, REGULATIONS AND PERMITS.** In connection with the performance under this License, the NSC shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the NSC, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this License is funded in any part by monies provided by the United States, the NSC shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States governments issue to implement these regulations. The NSC shall also comply with all applicable intellectual property laws.
 - 16.1. The NSC shall also comply with the applicable policies, regulations, and administrative rules of the Department.
 - 16.2. The NSC agrees to permit the State or the United States governments access to any of the NSC'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 License.
 - 16.3. Confidentiality of data, including but not limited to studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished, shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.
17. **VOLUNTEER INDEMNIFICATION.** The NSC acknowledges and agrees that it and its volunteers are subject to RSA 508:17, whereby certain protections are granted to persons who are volunteers of a nonprofit organization. The NSC acknowledges and agrees that it and its volunteers are not subject to RSA 216-A:3-h whereby certain protections are granted to individual volunteers of the Department.

The NSC acknowledges and agrees that it, including but not limited to its officers, agents, assigns, employees, members, volunteers and contractors, are not employees of the State of New Hampshire, and therefore not entitled to certain benefits provided to State of New Hampshire employees, including, but not limited to workers' compensation coverage.

The NSC understands and accepts the risks, hazards, and dangers inherent in carrying out any duties and responsibilities of volunteer activities the NSC hosts. The NSC agrees for itself, its officers, agents, employees, members, volunteers and its heirs, to release and hold harmless, defend and indemnify the State of New Hampshire and the Department, its officers, employees, and volunteers,

from and against all claims, demands, actions, and causes of action as a result of personal injury, death, or property damage sustained by the NSC or by others due to the NSC's volunteer activities.

The NSC shall be solely responsible and liable for its officers, staff, members, volunteers, subcontractors, guests, and its operations, programs, and all other associated activities conducted on the Premises and within the Property. The NSC shall ensure that its officers, staff, members and volunteers are properly trained, certified and licensed to carry out all NSC activities, in accordance with current safety and operating standards, practices and conduct necessary for the proper execution of its activities. The NSC shall comply with any additional or specialized training required by the Department, as specified in the AWP, SUP, or any other agreement between the parties.

18. EVENT OF DEFAULT / REMEDIES.

18.1. *Event of Default.* Any one or more of the following acts or omissions of the NSC shall constitute an event of default hereunder ("Event of Default"):

18.1.1. failure to perform the activities and work under this License and approved AWP satisfactorily or on schedule;

18.1.2. failure to submit any report required herein; and/or

18.1.3. failure to perform any other covenant, term or condition of this License.

18.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

18.2.1. give NSC a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of notice; and if the Event of Default is not timely cured, terminate this License, effective two (2) days after giving the NSC notice of termination;

18.2.2. give NSC a written notice specifying the Event of Default and suspending all payments to be made under this License and ordering that the portion of the contract price which would otherwise accrue to the NSC during the period from the date of such notice until such time as the State determines that the NSC has cured the Event of Default shall never be paid to the NSC;

18.2.3. give the NSC written notice specifying the Event of Default and set off against any other obligations the State may owe to the NSC any damages the State suffers by reason of any Event of Default; and/or

18.2.4. give the NSC a written notice specifying the Event of Default, treat the License as breached, terminate the License and pursue any of its remedies at law or in equity, or both.

18.3. No failure by the State to enforce any provisions hereof after any Event of Default 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 NSC.

19. TERMINATION.

19.1. This License shall be subject to cancellation by the NSC, regardless of grounds therefore, by giving the Department sixty (60) days written notice of cancellation, subject to the provisions herein.

19.2. This License shall be subject to cancellation by the State, in whole or in part, in the Event of Default by the NSC, by sixty (60) days written notice to the NSC of cancellation.

19.3. In the event of termination by either party, the NSC shall fulfill any and all remaining NBRC grant conditions and shall obtain from the NBRC a written statement of grant completion, or shall obtain from the NBRC a written statement of release from any and all remaining grant conditions, prior to the cancellation of this License taking effect. A copy of such written statement shall be provided to the Department.

20. **RELATION TO THE STATE.** In the performance of this License, the NSC is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the NSC 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.
21. **ASSIGNMENT / DELEGATION / SUBCONTRACTS.** The NSC shall not assign, or otherwise transfer any interest in this License. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the NSC, or (b) the sale of all or substantially all of the assets of the NSC.
- 21.1. None of the activities or work permitted under this License and/or AWP shall be subcontracted by the NSC 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.
22. **INDEMNIFICATION AND SOVEREIGN IMMUNITY.**
- 22.1. Unless otherwise exempted by law, the NSC 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):
- 22.1.1. The acts or omission of the NSC, 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 NSC's activities under this License; or
- 22.1.2. Anything owned or controlled or operated by the NSC, its agents, subcontractors, volunteers, or invitees and used on the Property in connection with the NSC's activities under this License.
- 22.1.3. The State shall not be liable for any costs incurred by the NSC arising under this paragraph.
- 22.2. 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 License.
23. **INSURANCE.**
- 23.1. *General Liability Insurance.* The NSC shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess, which insurance shall be extended to cover the State of New Hampshire - Dept. of Natural and Cultural Resources as additionally insured in respect to the foregoing indemnification.
- 23.2. *Excess Liability Insurance.* The NSC shall, at its sole expense, obtain and continuously maintain in force excess liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$4,000,000 per occurrence and \$4,000,000 aggregate or excess, which insurance shall be extended to cover the State of New Hampshire - Dept. of Natural and Cultural Resources as additionally insured.
- 23.3. *Workers' Compensation Insurance.* By signing this License, the NSC agrees, certifies and warrants that the NSC is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation"). To the extent the NSC is subject to the requirements of N.H. RSA chapter 281-A, the NSC 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 License. The NSC shall furnish the State proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s)

thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for the NSC, or any subcontractor or employee of the NSC, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the activities under this License.

- 23.4. *Standard Form.* All policies described herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the NH Department of Insurance, and issued by insurers licensed in the State of New Hampshire. The NSC shall furnish the Department with a certificate(s) of insurance for all insurance required under this License, including certificate(s) of insurance for all renewal(s) of insurance required under this License 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 NSC's use of the Premises and/or operations at the Property, and shall be considered a material breach of this License.
- 23.5. *Additional Liability Insurance.* It is agreed that for any and all onsite events and ski jump use, including but not limited to training, competitions, and demonstrations, occurring at the Property, the NSC shall, at its sole expense, obtain and continuously maintain in force during such events general liability insurance against all claims of bodily injury, death or property damage, in amounts determined by the State's Risk Management Unit, which insurance shall be extended to cover the State of New Hampshire - Dept. of Natural and Cultural Resources as additionally insured in respect to the foregoing indemnification.
24. **AMENDMENT.** This License 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.
25. **CHOICE OF LAW.** This License shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in the License 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 License shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.
26. **CONFLICTING TERMS.** In the event of a conflict between the terms of this License (as modified in an AWP) and/or attachments and amendment thereof, the terms of the License (as modified in an AWP) shall control.
27. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this License shall not be construed to confer any such benefit.
28. **HEADINGS.** The headings throughout the License 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 License.
29. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in a State approved AWP are incorporated herein by reference.
30. **SEVERABILITY.** In the event any of the provisions of this License are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this License will remain in full force and effect. It is the sole responsibility of the NSC's leadership to communicate and provide the expectations and requirements within this License to their membership.
31. **ENTIRE LICENSE.** This License, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire License and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.
32. **NOTICE.** In matters pertaining to field operations, the following persons, or their subsequent replacements, shall represent their respective party. The Bureau of Historic Sites Administrator shall be a non-voting, non-board member of the NSC and shall be invited to attend all regular meetings, executive sessions when the agenda topics are associated with the Property, and shall be given access by written request to all minutes,

reports, and financial information associated with the Property that are distributed to the NSC's board and members.

32.1. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given below.

NANSEN SKI CLUB

Peter Higbee, President
P.O. Box 222
Berlin, NH 03570
603-616-6161
pedro@ne.rr.com

STATE CONTACTS

Andrew Cushing (Property contact)
Bureau of Historic Sites Administrator
172 Pembroke Rd, Concord, NH 03301
603-271-3238
Andrew.Cushing@dncr.nh.gov
Jesse Creedy Powers (Program contact)
DPR Volunteer Program Manager
172 Pembroke Rd, Concord, NH 03301
603-271-3056
Jesse.CreedyPowers@dncr.nh.gov

[SIGNATURE PAGE FOLLOWS.]

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

NANSEN SKI CLUB, INC.

Scott Halvorson 3/28/20
Scott Halvorson, Witness Date
Witness

Peter Higbee 3-28-20
Peter Higbee, President Date
Duly Authorized

STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES

Philip A. Bryce 3/30/20
Philip A. Bryce, Director Date
Division of Parks and Recreation

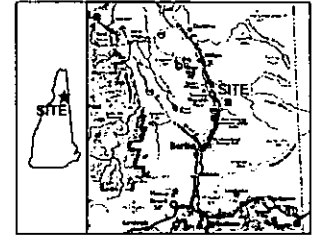
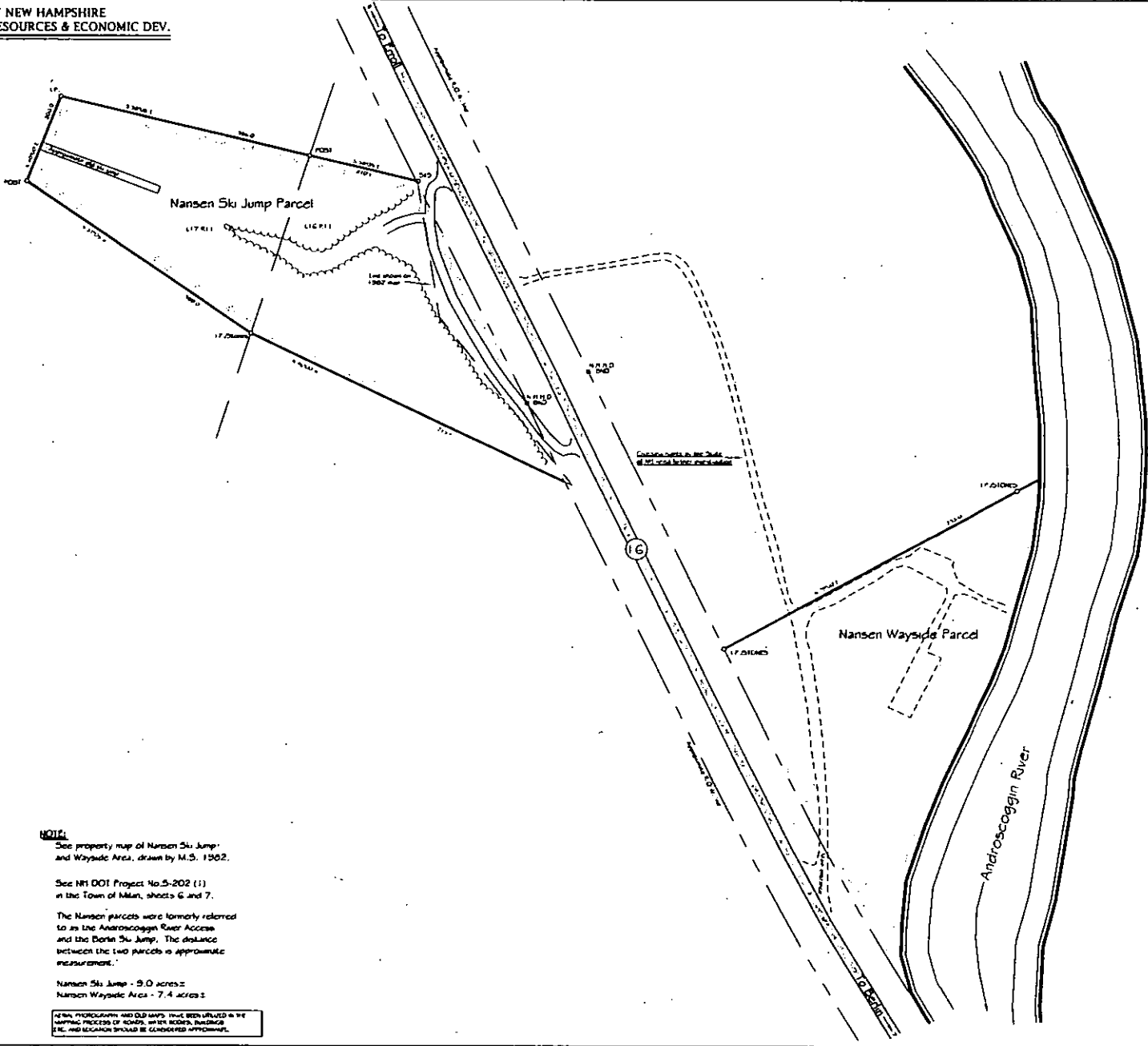
Concur
Sarah A. Stewart 3/30/2020
Sarah A. Stewart, Commissioner Date
Dept. of Natural and Cultural Resources

Approved as to form, substance and execution:

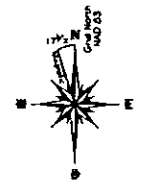
Jill Peck 3/30/2020
Attorney General Date

Governor and Executive Council Approved: Date _____ Item # _____

PAB/AC/AG-TRM-032720



LOCATION SKETCH
SOURCE: THE BROWN MAP - 1841 (1770)



The bearings indicated on this plan are based on a Magnetic Declination of 12° 30' East. The parcel has been measured on the NAD 83 datum. Coordinate System: NAD 83. All bearings are given in degrees and the amount, unless the contrary appears.

NOTE:
See property map of Nansen Ski Jump and Wayside Area, drawn by M.S. 1902.
See NH DOI Project No. 5-202 (1) in the Town of Milan, sheets 6 and 7.
The Nansen parcels were formerly referred to as the Androskoggin River Access and the Borte Ski Jump. The distance between the two parcels is approximate measurement.
Nansen Ski Jump - 9.0 acres
Nansen Wayside Area - 7.4 acres

NEW PHOTOGRAPHY AND OLD MAPS HAVE BEEN UTILIZED IN THE MAPPING PROCESS OF ROADS, WITH RECORDS, BUILDINGS, ETC. AND LOCATION SHOULD BE CONSIDERED APPROXIMATE.

BENCH DWG:	
ACAD DWG/DWG:	NANSEN
ADD. LAYERS:	
REMARKS:	

REVISIONS	

NANSEN SKI JUMP & WAYSIDE AREA
Milan, New Hampshire

SCALE: 1" = 100'

DATE: 1902, redrawn January 2006
AREA - See notes

SURVEYED BY: DRED

EXHIBIT A: PREMISES

The NSC shall be granted non-exclusive access to and use of the following facilities and areas located within the Property (the "Premises") in accordance with the License, and under the conditions and restrictions specified below.

Recreational trails and footpaths are accessible to the general public, unless there is a decision by the Department to close specific trails and footpaths indefinitely or temporarily; primarily as a result of adverse weather conditions or to prevent deterioration of the trail or for other State activities, including but not limited to timber operations. The Department's decision in this matter shall be final.

A-1. *NANSEN SKI JUMP PARCEL*. Approximately 8.2 acres, including driveways and parking areas, recorded by quitclaim deed on December 22, 1961, see attached Map #1,

A certain lot or parcel of land situated in the Town of Milan, County of Coos, State of New Hampshire, being a part of Lot 16, Range 11 and Lot 17, Range 11, and bounded and described as follows:

Beginning at a post marked "Br. Co. N.S.C.L. 1936" on the Lot line between Lots 16, Range 11 and 17, Range 11, 232 feet westerly from the west side of the main highway from Berlin to Milan on the west side of the Androscoggin River; thence South 58 degrees five minutes East 214 feet to the westerly side of the Berlin and Milan highway; thence along west side of highway S 9°30' W, the distance of 304 feet to a point; thence continuing, along side of highway S 19° 30' E, a distance of 468 feet to a post located on the west side of the Berlin and Milan highway; thence N 46° 0' W, a distance of 772 feet to a post marked "Br. Co. N. S. C. L. 1936", being on the lot lines between Lots 16, Range 11 and 17, Range 11, which is 422 feet from the point of beginning; thence on a course of N 37°5' W, a distance of 589 feet to a fir tree spotted on three sides and marked "Br. Co. N.S.C.L. 1936"; thence N 44°0' E, a distance of 200 feet to a fir tree spotted on three sides and marked "Br. Co. N. S. C. L. 1936"; thence S 58°5' E, a distance of 556 feet to the point of beginning, containing 8.2 acres, more or less.

A-2.a. *NANSEN SKI JUMP & OBSERVATION TOWER (FARMS# NAN02)*. Access to, and use and operations of the Jump and Tower are permitted by the Department to the NSC during the dates, times and occasions identified in an AWP and approved by the Department.

A-2.b. *NANSEN SKI JUMP ROADWAYS AND PARKING AREA*. May be used to access the Premises by the NSC. NSC is permitted to conduct winter maintenance of the winter parking area and the roadways leading to the parking area, including plowing and sanding such areas.

It is expressly stated that at no time shall NSC prevent nor obstruct access to the Premises by the general public or emergency vehicles.

A-2. *NANSEN WAYSIDE PARCEL*. NSC shall have non-exclusive, periodic use of the Nansen Wayside Parcel, in accordance with its AWP approved by the Department. The Nansen Wayside is recorded by deed on September 14, 1978, see attached Map #1,

A parcel of land located in Milan, County of Coos and State of New Hampshire bounded and described as follows:

Beginning at a point on the west bank of the Androscoggin River at the town line between Milan and Berlin; thence westerly on the town line to the east side of the right-of-way of Route 16, thence northerly on the east side of said right of way for enough so that a line drawn at right angles

to the said right-of-way and extending easterly to the west bank of the Androscoggin River will contain six (6) acres.

Being a portion of the property conveyed to the grantor by Tappen C. Pulsifer on April 18, 1928 and recorded in Coos County Records Book 247, Page 90 and part of the property conveyed to the grantor by Frank H. Cross and recorded in said Coos County Records Book 332, Page 119.

A-2.a. *NANSEN WAYSIDE ROADWAYS AND PARKING AREA.* May be used to access the Premises by the NSC on a periodic basis, as identified in its AWP approved by the Department. NSC is permitted to conduct winter maintenance of the winter parking area and the roadways leading to the parking area, including plowing and sanding such areas.

It is expressly stated that at no time shall NSC prevent nor obstruct access to the Premises by the general public or emergency vehicles.

A-3. *Utilities and Fuels.* The Department shall be responsible for the costs of utilities necessary for its proper operation of the facilities identified herein, contingent upon the availability and continued appropriation of funding for the License and AWP.

Any storage of fuels, including but not limited to firewood, within the Premises by NSC shall only be permitted with prior approval in writing by the Department's Property Contact, who will determine the permissible types and amounts of fuel, containers used for storing fuel, and the locations within the Property for storage of fuel. NSC shall comply with all federal, state and local regulations, and to industry safety standards at all times, for the storage of fuels, and shall be responsible and liable for any and all spills and cleanup.

A-4. *Keys.* If and when applicable, the State shall provide NSC with ## sets of keys to the buildings and roadway gates identified herein at the Property. NSC shall not duplicate and shall limit assignment of such keys to appropriate officers. All keys shall be surrendered to the Regional Supervisor upon termination of this License. All members who hold keys shall be identified in the AWP.

A-5. *SURVEILLANCE.* The NSC has permission to operate and maintain surveillance equipment, at the NSC's sole expense, within and on the exterior of the Nansen Ski Jump structure, in accordance with applicable law. The NSC agrees to provide access to footage captured by the surveillance equipment to the Department and Law Enforcement involved in investigating any violation of State Laws or Department Administrative Rules.

PAB/AC/tt-031320

EXHIBIT B: ANNUAL WORK PLAN ("AWP")

As stipulated in the License under section 6, Annual Work Plan and Report, the NSC shall provide to the Department a written Annual Work Plan and Report ("AWP") that describes the NSC's proposed activities, including but not limited to any proposed construction, operations, events and activities, for the coming year and summarizes the NSC's accomplishments over the previous year. The initial AWP shall be due within 60-days following the execution of the License. Subsequent AWP's shall be due each October 1st and shall include, but is not limited to the components outlined in this Exhibit B.

PAB/AC/jcp/nt-032620

[ANNUAL WORK PLAN OUTLINE TO FOLLOW.]



NH Department of Natural and Cultural Resources
Volunteer Program
172 Pembroke Road
Concord, NH 03301
T: 603-271-3556
jesse.creedypowers@dncr.nh.gov
Email completed Annual Work Plan (as word document) to email address above.



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

As stipulated in your Group's Volunteer Agreement with the State, each Volunteer Group shall submit an Annual Work Plan and Report (AWP) to DNCR. The purpose of your Group's AWP is to summarize your Group's accomplishments over the past year, and to propose what you would like to achieve in the upcoming year. The AWP is meant to get your group thinking ahead to the future, and to streamline the approval process for any proposed construction, operations, events, or activities, in the upcoming year.

DNCR shall review your Group's AWP and shall, within 30 days, either approve the plan or request revision and resubmission of the AWP for final approval by DNCR. DNCR reserves the right to change and/or reject any part of a proposed activity or scope of work.

When completing your AWP, if a category does not apply to your Group, please answer N/A. Send completed AWP's to the Volunteer Program Manager as a **word document**.

All AWP's are **due February 1st** at the latest, unless otherwise stipulated in your Group Agreement. Group's wishing to get approval for winter operations should submit their AWP's by or **before October 1st**.

If you have questions, or would like help filling out your AWP, please email Jesse Creedy Powers. You can set up a time to meet in person, or talk over the phone, by emailing her at jesse.creedypowers@dncr.nh.gov, or calling 603-271-3056.

Table of Contents

- A-1 Past Year Summary
- A-2 Operations for the Upcoming Year
- A-3 New Projects
- A-4 Programs, Events, & Fundraisers
- A-5 Agreement Requirements
- A-6 Financial Reports
- A-7 Signatures

A-1 Past Year Summary

The purpose of this section is for your Group to summarize your accomplishments from the past year. By summarizing what your Group has accomplished throughout the year, it helps our staff and law makers to understand the value that volunteers bring to the State of New Hampshire.

1. Summary of projects from the past year (if applicable): Refer back to Section A-3 in your previous AWP for sections a) through c) to see which projects you were able to complete, which projects are in the process of being completed, and which projects have not been started yet. For section d) list any projects that were approved outside your AWP and through other documented means. Include a brief description for each project that includes: any contracted labor, total value of contracted work, list and value of any purchased or donated equipment and materials, any other relevant information.

a) Projects approved in previous AWP, and completed:

b) Projects approved in previous AWP, and in process:

c) Projects approved in previous AWP, but not started:

d) Projects approved outside of AWP, and the status for each:

2. Summary of general maintenance from the past year: Summarize the general maintenance activities your Group was able to accomplish this past year. These types of activities are outlined in the Description of Volunteer Service section of your Group's Volunteer Agreement. Your Group is permitted to carry out the tasks outlined in this section, in coordination with your Site Supervisor. All Groups must periodically submit a Volunteer Work Report, or a summary of work done on DNCR properties, to the Volunteer Program Manager. If your Group has submitted all Volunteer Work Reports for the year, and you'd like help summarizing those Work Reports, contact the Volunteer Program Manager.

3. Summary of program, event, or fundraiser from the previous year (if applicable): Include a brief description for each that includes: the name and date of the program/event/fundraiser, how many people attended, any fees or donations collected, financial report of how income from the event was used (if applicable), any associated partnerships or sponsorships.

4. Total number of volunteer hours, on DNCR property, from the previous year:

5. Any other notable achievements, including the recognition of individuals, volunteer efforts, or sponsors from the previous year:

A-2 Operations for the Upcoming Year

Summarize your Group's operations, related to DNCR properties, for the upcoming year.

1. Overview of your Group operations: Include the mission of your organization, the DNCR properties you work-in, and any relevant trails, buildings, or facilities that are related to your Group's operations.

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

3. Winter grooming operations (if applicable): All winter grooming must follow the 'Best Management Practices for Winter Grooming on Non-Motorized Trails' provided to the Group by the Volunteer Program Manager. DNCR will review all proposed trails and indicate in the AWP whether each trail is 'approved to be groomed,' or 'conceptually approved but no grooming will be done until further review is completed and DNCR

written approval is given.' The Department reserves the right to establish fees, at any time, for access to and use of any state park area, including trails. Approval for each trail, even if it was previously approved through an AWP, must be continually given each year by the Department. Approved grooming trails shall be open to the general public for winter use. No signs limiting the use of a groomed trail shall be permitted. The Department and Site Supervisors may at any time and at their discretion, deny or revoke a portion of or entirely the Group's request to perform winter grooming operations.

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

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

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

d) The Group shall hold general liability insurance that covers all grooming activities and any vehicle used to groom on DNCR land and will provide a Certificate of Insurance, and an endorsement page (if applicable), in section A-5:1: As outlined in the Best Management Practices for Winter Grooming on Non-Motorized Trails, the Group must provide a Certificate of Insurance that identifies the State as a Certificate Holder; and an endorsement page, if applicable.

4. List any individual, including those approved previously, requesting to operate a chainsaw on Department land (if applicable): Approval to operate a chainsaw on State land, even if it was previously approved through an AWP, must be continually given each year by the Department. Any volunteer individual, within a Group, authorized to operate a chainsaw on DNCR land agrees to adhere to the Department's Chainsaw Policy #14 provided to the Group by the Volunteer Program Manager. Volunteers are not permitted to do any cutting that exceeds the definition of "basic sawyer" as outlined within the Policy. Volunteers are expected to provide their own equipment, materials/supplies/tools, and Personal Protective Equipment (PPEs) that meet the requirements outlined in the policy. The Department will not be responsible for any damages to the equipment while being used on State property. All volunteers are expected to notify the Site Supervisor in advance of any chainsaw use and include their planned arrival time, their expected time of returning to their vehicle, what trails or routes are included, who is with you, and what the cutting plans or needs are for the day. Before operating a chainsaw on DNCR property, the Site Supervisor will need to check your PPEs to ensure that they are in safe and acceptable condition. Each individual requesting to operate a chainsaw, must include a copy of their certification from a DNCR led course, or other approved training program, in the Group's AWP. If an individual's certification is valid and already on file with the Volunteer Program Manager, denote that next to their name. If your Group wishes to request additional individuals to be approved to operate a chainsaw, and they are not listed in this section of your AWP, you can request to amend your AWP by emailing the Volunteer Program Manager. In your email, include the full name of the individual and a copy of their chainsaw certification from a DNCR led course, or other approved training program. The Department and Site Supervisors may at any time and at their discretion, deny or revoke the Group's request to allow a volunteer to operate a chainsaw.

5. Group roster: Include a list of members regularly working or volunteering on DNCR property/properties, a list of board members, and the names of members who are assigned keys to the State Reservation, Premises and/or facility. In order for all members of your Group to be in compliance with RSA 508:17 and under an agreement with

the State, each individual must be listed in your Group's roster. The Group will update the roster of members who are volunteering on DNCR property throughout the year by emailing the Volunteer Program Manager with the full name(s) of any new member(s) and the names of those who are no longer members. The Department reserves the right and at its discretion, to either approve or deny the Group's request to add any new volunteer.

6. Grants and sponsorship initiatives for the upcoming year: Any proposed grants or outside funding/donations, shall not bind, obligate, or restrict the State in any way.

7. Any marketing, advertising, promotional activities, and initiatives, related to the use of DNCR properties, including event materials and recognition of the Division as a partner: Any promotional materials not included in AWP, must be submitted to the Volunteer Program Manager for approval. Any and all promotional materials shall recognize the Division as a partner and shall, if applicable, identify the State Reservation by name.

8. Proposed collaborative activities with sponsors, partners, and other parties for the upcoming year:

A-3 New Projects

The purpose of this section is to propose improvement projects, construction, and maintenance activities that are beyond what is outlined in your Group's Volunteer Agreement. Only list projects you hope to start or complete in the upcoming year. DNCR will review all new project proposals and indicate in the AWP whether the project is: 'approved and to be completed at the convenience of the Group with communication with the Site Supervisor,' or 'conceptually approved but no work will be done until further review is completed and DNCR written approval is given.' Examples of projects that may need further review include: vegetation management, new construction, major repair, landscape changes, and the repair or restoration of buildings.

1. New project proposals: Be as descriptive as possible when outlining your new project proposals. Include the purpose of the project and information such as maps, location information, and how this project will help to support or benefit the mission of the Department. Note whether the proposed project is related to an existing MOA or Agreement with DNCR. List any and all structural improvements.

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

A-4 Programs, Events, & Fundraisers

Detail your planned programs, events, and fundraisers on DNCR land for the upcoming year. DNCR will review all proposed programs, events, and fundraisers included in the AWP and indicate for each whether the activity: 'shall not require additional permitting from the State,' or 'shall require a separate Special Use Permit.' Please note that even if your activity does not require additional permitting from the State, the Group may still be required to show proof of insurance that covers each activity.

Special Use Permits ("SUP") may be required for any special use or commercial use of a DNCR land, facility or resource, in accordance with Res 7403.01. Groups required to fill out a SUP shall pay an annual one-time \$100.00 administrative fee payable to the "Treasurer, State of New Hampshire." This fee shall cover all preapproved programs, events, and fundraisers for the year that require a SUP and are scheduled in advance through the AWP.

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

1. Provide a detailed description of all programs, events, and fundraisers requested to be held on Department land in the upcoming year: Include actual dates and times (including set-up/clean-up), a **detailed** description of any activity held on DNCR land, any fees/admission/rates/prices/donation requests/other charges, advertising marketing materials, who the target audience is (i.e. general public, children, etc.), special considerations (i.e. park staff assistance, onsite emergency services, sanitation services, traffic control, electricity, will tents be erected, is food being served, is that food complimentary etc.), any 3rd party vendors, and how the gross revenue from the event will be used. Please note that if a program, event, or fundraiser is not covered under the Group's general liability insurance policy, the Group may be required to secure additional event insurance for the date(s) of the activity.

A-5 Agreement Requirements

Your Group's Agreement can be for a duration of up to 3 years. Each year, as required through your Group's Volunteer Agreement, you are required to submit the following documentation and information in your AWP.

1. Proof of insurance: As required in your Group Agreement, your Group is required to carry and maintain general liability insurance that identifies the State of New Hampshire, Department of Natural and Cultural Resource, Division of Parks and Recreation, 172 Pembroke Road, Concord NH, as a Certificate Holder and additionally insured. The Group is responsible for confirming that their insurance policy covers all of the Group's activities on Department land by providing an endorsement page, if applicable. If any activity is not covered under the Group's insurance, the Group may need to secure additional insurance for that activity.

In order to be approved to groom non-motorized trails, proof of general liability insurance must be provided that covers all grooming activities and any vehicle used to groom, including any OHRV and snowmobile, if applicable.

2. Signage requiring State approval: Any signage posted on State land will need written approval from DNCR, and must be consistent with State Park branding. Include any relevant maps, pictures, blazing, etc. of proposed signage.

3. Organizational status: Provide documentation to show that your Group is in "Good Standing" with the Secretary of State's Corporate Division. If applicable, provide documentation that your Group is a registered charity with the Attorney General's Charitable Trusts Unit.

A-6 Financial Reports

The Group shall submit a financial report of its business occurring at or associated with DNCR properties.

1. Provide an Income and Expense Report, and a Balance Sheet, of all operations from the prior year: The following documentation will suffice: a copy of the Group's Annual Report that is provided to the Secretary of State's Corporate Division, or the Group's most recent Treasurer's Report.

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

[Signature sheet attached]

A-7 Signatures

Date Received from Group:

In signing this Annual Work Plan, our Group agrees to follow DNCR guidelines and policies for activities approved in this Annual Work Plan. As the Group Leader, and on behalf of the Group, we acknowledge and agree to the terms and conditions contained herein.

Group Leader's Signature

Group Leader's Name

Date

The following DNCR staff have reviewed and support the information, projects, and permissions as provided, specific to the organization and the specified property or properties.

Regional Operations Supervisor, NH Division of Parks and Recreation

Date

Regional Forester, NH Division of Forests and Lands

Date

Administrator of Forest Management, NH Division of Forests and Lands

Date

Operations Supervisor, NH Division of Parks and Recreation

Date

Under authority granted in NH RSA 216-A:3 and RSA 227-H:9, the Department of Natural and Cultural Resources grants permission for use of the reservation as outlined and under the purpose and specific conditions as indicated above.

Philip A. Bryce, Director, NH Division of Parks and Recreation

Date

Brad W. Simpkins, Director, NH Division of Forests and Lands

Date

State of New Hampshire

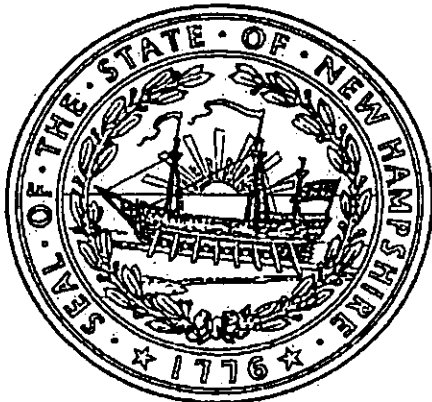
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NANSEN SKI CLUB, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on September 23, 1941. 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: 61848

Certificate Number : 0004831867



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of March A.D. 2020.

A handwritten signature in cursive script, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State

Corporate Resolution

I, Jane Brannen, hereby certify that I am the duly elected Secretary of the Nansen Ski Club. I further certify the following is a true report of a vote taken at a meeting of the corporation's Board of Directors, duly called and held on March 20, 2020, at which a quorum of the directors was present and voting.

Voted: That Peter Higbee, President, and Scott Halvorson, Treasurer, are duly authorized to enter into contracts or agreements on behalf of the Nansen Ski Club with the State of New Hampshire and any of its agencies and departments and further are authorized to execute any documents which may in their judgement 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 of 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 persons listed above currently occupy the positions 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: 3/21/2020 ATTEST: Jane Brannen
(Name & Title)
Secretary, Nansen Ski Club

STATE OF New Hampshire, COUNTY OF Coös

On the 21 day of March, before me, Victoria Giron, the undersigned Notary Public, personally appeared Jane Brannen, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same voluntarily for purposes therein contained. In witness whereof, I hereunto set my hand and official seal:

Victoria Giron
Notary Public

VICTORIA GIRON
Notary Public - New Hampshire
My Commission Expires August 23, 2022

My Commission Expires: 8-23-2022



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/29/2019

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 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 SportUnderwriters.com Inc. A Division of Sport and Special Event Insurance Agency USA P.O. Box 1131 Lake Placid NY 12946		CONTACT NAME: PHONE (A/C No./Ext): 833-636-3939 FAX (A/C No.): 866-467-8770 E-MAIL ADDRESS: info@sportunderwriters.com PRODUCER CUSTOMER ID#:	
INSURED Alpine Ski School Program Nansen Ski Club 427 Milan Road Milan, NH, 03570		INSURER(S) AFFORDING COVERAGE INSURER A: HDI Global Specialty SE NAIC # AA1340041 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: A-SS-SU-19-10-27-1139-1 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	ADOL NSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> INCLUDES ATHLETIC PARTICIPANTS GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC	Y	N	HDGL19000170	11/01/2019	11/01/2020	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 300,000 MED EXP (any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						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 checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$	Y		HDEX19000115	11/01/2019	11/01/2020	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ \$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below		N/A				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER ABUSE/MOLESTATION	Y		HDGL19000170	11/01/2019	11/01/2020	EACH OCCURRENCE \$50,000 AGGREGATE \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 LIABILITY POLICY DEDUCTIBLE: \$0.00 PER EACH BODILY INJURY OR PROPERTY DAMAGE CLAIM.
 ISO OCCURRENCE FORM CG 00 01 04 13 AND COMPANY'S SPECIFIC FORMS. Coverage for Participant Legal Liability requires that every participant signs a waiver/release. The certificate holder is named as Additional Insured with respect to negligent acts or omissions of the Named Insured and only with respect to the Operations of the Insured during the coverage period.
 (continued on next page)

CERTIFICATE HOLDER State of New Hampshire Department of Natural and Cultural Resources, Bureau of Historical Sites 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 Mark Di Perno
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ADDITIONAL REMARKS SCHEDULE

AGENCY SportUnderwriters.com Inc.		NAMED INSURED Alpine Ski School Program Nansen Ski Club	
POLICY NUMBER HDGL19000170		427 Milan Road Milan, NH, 03570	
CARRIER HDI Global Specialty SE	NAIC CODE AA1340041	EFFECTIVE DATE: 11/01/2019	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Activities/Operations Insured:
 Policyholder Sponsored and Supervised Alpine Ski School / Club Operations. Including:
 Scheduled Non-athletic Participant Fundraisers and Banquets
 Alpine Ski, Snowboard Instruction Including a Freestyle Program
 Nordic Ski Instruction
 1 Instructor

Nansen Ski Club

The Oldest Ski Club in America - Since 1872



March 30, 2020

To Whom it May Concern,

I, Scott Halvorson, by my authority as Treasurer of the Nansen Ski Club, a 501(c)(3) non-profit organization comprised solely of volunteers, certify that we do not carry Workman's Compensation insurance as we have no paid employees.

Respectfully,

A handwritten signature in cursive script that reads "Scott Halvorson".

Scott Halvorson, Treasurer, Nansen Ski Club
P.O. Box 222
Berlin, NH 03570