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

172 Pembroke Road Concord, New Hampshire 03301
Phone: (603) 271-3556 Fax: (603) 271-3553 E-Mail: nhparks@dncr.nh.gov
Web: www.nhstateparks.org

June 17, 2022

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

REQUESTED ACTION

Authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation and Division of Forests and Lands to enter into a Memorandum of Agreement with Friends of Pisgah, Inc. of Chesterfield, NH for access to use of certain trails and facilities in Pisgah State Park effective upon Governor and Council approval through September 30, 2025. No State Funding Required.


EXPLANATION

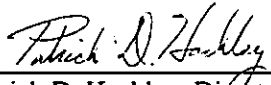
The Memorandum of Agreement (MOA) grants the Friends of Pisgah, Inc. non-exclusive use of certain trails in state parks and state forests to achieve the Parties mutual goals of providing stewardship to and enhancing public recreation opportunities.

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

Respectfully submitted,

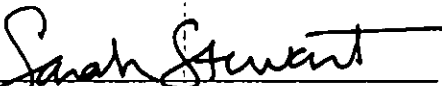
Respectfully submitted,


Philip A. Bryce, Director
Division of Parks and Recreation


Patrick D. Hackley, Director
Division of Forests and Lands

Concurred,

(15M)


Sarah L. Stewart
Commissioner

MEMORANDUM OF AGREEMENT
between the
NH DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
and the
FRIENDS OF PISGAH, INC.

In accordance with RSA 227-H:9 and 216-A:3, this Memorandum of Agreement ("Agreement") is entered into by and between the State of New Hampshire Department of Natural and Cultural Resources (the "DEPARTMENT"), Division of Forests and Lands ("DFL"), Division of Parks and Recreation ("DPR") and the FRIENDS OF PISGAH, INC., including but not limited to its officers, agents, assigns, employees, members and volunteers ("FOP" or "GROUP," collectively), P.O. Box 134, Chesterfield, NH 03443-0134.

Whereas, Pisgah State Park ("Park"), located in the towns of Winchester, Chesterfield, and Hinsdale, New Hampshire, is owned by the State of New Hampshire and managed through the Division of Forests and Lands and the Division of Parks and Recreation as a state reservation under RSA 227-H:1, and

Whereas, the *Declaration of Purpose* set forth for the Division of Forests and Lands is established by law under RSA 227-G:1, which states:

"It is hereby recognized and declared that the public welfare of this state requires the maintenance, protection, conservation, multiple use, and rehabilitation of forests for the social, economic, and environmental benefits that result from a diverse forest cover. Such benefits include forest products, a viable forest-based economy, recreation opportunities, scenic values, healthful surroundings, climate mitigation, clean water, and biologically diverse populations of plants and animals. It is further recognized that long-term sustainability of the state's forests will require: the prudent acquisition and management of state-owned forests; data collection, planning, and education; protection of critical resources; monitoring and protection of forest health; and control of woodland fires;"

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 Friends Of Pisgah, Inc., is a non-profit organization of volunteers organized to assist the State of New Hampshire in the planning, operation, and maintenance of Pisgah State Park, and is registered with the NH Department of Justice, Charitable Trust Division (Regn #3307), and is in "Good Standing" with the Secretary of State's Office (Bus. ID #114676),

Now therefore, the DEPARTMENT and the GROUP (collectively, the "Parties") agree to the following terms:

1. **PURPOSE.** This Agreement grants the GROUP access to and use of certain facilities in and areas of the Park, as specifically identified in **Exhibit A: Premises ("Premises")**, to conduct activities and events to achieve the Parties mutual goals of providing stewardship to and enhancing public recreational opportunities at the Park, as more specifically described in **Exhibit B: Annual Work Plan ("AWP")**, submitted by the GROUP and approved by the DEPARTMENT.
2. **TERM.** The term of this Agreement shall be from the date of Governor and Executive Council approval through September 30, 2025, unless terminated earlier as provided herein. This Agreement shall not be extended or renewed. Any interest in continued operations by the GROUP shall be negotiated under a new agreement with the DEPARTMENT. At least six (6) months prior to the end of the term, the GROUP 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.
3. **FEES.** The Parties shall agree to the following provisions concerning fees, donations, and the financial capacity of the GROUP, associated with the GROUP's activities within or use of the Park.
 - 3.1. *Administrative fee.* The GROUP shall pay a one-time administrative fee of \$100.00, payable to the "Treasurer, State of New Hampshire." Payment shall accompany the signed Agreement.
 - 3.2. *Event fees.* The GROUP shall not be charged administrative fees for its annual events scheduled in advance and approved by the DEPARTMENT through the AWP. The GROUP shall pay all other applicable fees, pursuant to Res 7400: Reserved and Privileged Use of the Department Lands, Facilities and Resources. The GROUP may be charged all associated fees for events not covered under the AWP, but approved by the DEPARTMENT through a separate Special Use Permit ("SUP").
 - 3.3. *Fees charged to third parties.* All fees charged to third parties by the GROUP for activities within or use of the Park shall be specified in the AWP or by separate SUP, and approved by the DEPARTMENT. Fees charged to third parties by the GROUP shall not grant privileges not normally afforded to the general public, without the prior written consent of the DEPARTMENT.
 - 3.4. *Donations.* The GROUP is permitted to solicit and receive donations onsite on behalf of and for use in the Park, as specified in the AWP. Third party donations shall not constitute a claim or interest within the Park. The GROUP shall notify the donor(s) of this policy in writing.

- 3.5. *Use of revenue.* The GROUP shall use the fees, donations, and revenue collected from its events and activities, within and/or associated with the Park to support the mutual goals of the Parties at the Park, which shall be incorporated into the AWP.
- 3.6. *Subsequent material change of financial circumstance.* If during the term of this Agreement, there is a material improvement in the financial condition of the GROUP due to its use of the Park, then the GROUP and the DEPARTMENT shall negotiate in good faith to modify the terms of this Agreement so as to reflect DPR's statutory obligations under RSA 216-A:3-g: Fees for Park System.
4. **PREMISES.** The GROUP shall be granted "non-exclusive" access to and use of certain Park 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 Agreement, the provisions of Exhibit A, and the AWP submitted by the GROUP and approved by the DEPARTMENT.

The GROUP shall not at any time adversely impact the access, use, and enjoyment of the Park, Premises, lands, facilities, and trails by the general public, except as may be granted to the GROUP herein or through the AWP or other permitting by the DEPARTMENT. The GROUP shall not at any time grant use of the Park to third parties, except as permitted by the DEPARTMENT through the AWP or by SUP.

- 4.1. *Utilities.* The GROUP or the DEPARTMENT shall be responsible for the costs of utilities necessary for the proper operation of the facilities, as specified in Exhibit A. Failure by the GROUP to pay for any utility services purchased, if required to pay for such services under Exhibit A, that results in the termination of the services by the provider may be considered a material breach of this Agreement.
- 4.2. *Sanitation, housekeeping, and grounds.* The GROUP's activities at the Park shall be conducted in a prudent, good and safe manner. The Premises used by the GROUP 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 GROUP 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 Park and the Premises, at its discretion, to protect and maintain park resources. The DEPARTMENT shall not be required or compelled to maintain grounds and areas for the benefit or convenience of the GROUP.

- 4.3. *Condition of Premises.* All facilities and areas granted for use and operation by the GROUP 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 GROUP's use of the same.

The GROUP shall not alter, modify, nor make any improvements to the Premises, whether temporary, cosmetic, or permanent, without prior written approval from the DEPARTMENT's Field Contact or as may be granted by the DEPARTMENT through the AWP.

4.4. *Personal property.* The DEPARTMENT shall not be responsible for the GROUP's property stored, placed or left on the Premises or within the Park at any time. The DEPARTMENT shall not use GROUP-owned equipment without prior permission from the GROUP.

4.5. *Inspections.* The DEPARTMENT's Field Contact shall inspect the Premises annually, or at least by each November 30th, to ensure that the Premises are in good working order and acceptable condition with respect to the GROUP's obligations for use and maintenance of the Premises, normal wear and tear accepted. The GROUP 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 Field Contact, with copies sent to the GROUP, the Division's Supervisor of Park Operations and the Volunteer Coordinator.

The DEPARTMENT reserves its right to restrict or close the Park and/or Premises, including but not limited to lands, facilities, or trails to public use and/or access, pursuant to Res 7300, or for other State activities, including but not limited to timber operations.

5. ANNUAL WORK PLAN AND REPORT. The GROUP shall provide to the DEPARTMENT, through the DEPARTMENT's Field Contact, its written Annual Work Plan and report ("AWP") that shall outline the GROUP's proposed activities, events and operations at the Park and upon the Premises for the coming year, and shall summarize the GROUP's accomplishments over the previous year. Unless specified in Exhibit B, the initial AWP shall be due 60-days upon signing of this Agreement. Each subsequent AWP shall be due on or before April 1st thereafter. The AWP shall include, but is not limited to the components outlined in Exhibit B: Annual Work Plan, which is incorporated herein.

5.1. 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 GROUP 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. MEETINGS: The Parties shall meet at least once prior to April 1st, specifically to discuss the GROUP's AWP. Subsequent meetings shall be held when deemed necessary by the DEPARTMENT or the GROUP, 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.

7. GROUP-SPONSORED IMPROVEMENTS, CONSTRUCTION, AND MAINTENANCE. The GROUP may only undertake or subcontract improvements, construction, and/or maintenance at the Park as approved by the DEPARTMENT in the AWP, or with the expressed written permission of the DEPARTMENT's Field Contact and notification of the Director in response to an unforeseen emergency situation. Recreational trails shall be maintained or constructed in accordance with guidelines provided by the DEPARTMENT.

- 7.1. *Cost of projects.* The GROUP shall bear the cost of all GROUP-sponsored improvements, construction, and maintenance projects 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 applicable laws, regulations, and building codes. The DEPARTMENT may, at its sole discretion, support GROUP activities through the cost-sharing of projects and support of DEPARTMENT staff, as budgets and project plans allow.
- 7.2. *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 GROUP project. The GROUP agrees to hire and finance an archeologist, biologist, and any other consultant, if required for compliance with Sections 6(f) and 106. The GROUP agrees that no work shall begin until all applicable regulatory approvals have been obtained.
- 7.3. *Title to Group Improvements.* Any and all structural improvements, whether temporary, fixed or permanently installed at the Park, 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 Park by the GROUP or its subcontractors, shall vest, free and clear and without cost, to the DEPARTMENT upon termination of this Agreement, unless the DEPARTMENT, at its sole discretion, requires such improvements and/or installations be removed by the GROUP. It shall be notated 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 GROUP, the GROUP 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 Park and Premises to its original condition as it was prior to the execution of this Agreement, reasonable wear and tear excepted.

All temporary improvements or structures built or installed by the GROUP that can be removed from the Park and Premises 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 GROUP. The GROUP shall remove such temporary improvements or structures within 30 days prior to the termination of this Agreement or as arranged by mutual agreement, and shall restore the Park and Premises 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.

- 7.4. *Interests, Rights, and Obligations Reserved.* The GROUP 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 GROUP 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.

8. **SIGNS AND ADVERTISING.** All signs, promotions and advertising matters, on site or associated with the Park, shall be in good taste and approved in the AWP. The DEPARTMENT reserves the right to prohibit any such materials or promotion. The GROUP 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 Agreement.
9. **SPECIAL USE PERMITS.** Special Use Permits are required to grant the GROUP permission to hold special events and programs, and to reserve facilities or areas of the Park, not covered in the approved AWP. The GROUP shall apply for a Special Use Permit through the DEPARTMENT's Field Contact, pursuant to the requirements of Res 7400: Reserved and Privileged Use of the Department Lands, Facilities and Resources, including all associated fees.
10. **RISK OF LOSS, DAMAGE, OR DESTRUCTION.** Use of and access to all property of every kind by the GROUP shall be at the sole risk of the GROUP. The State of New Hampshire and the DEPARTMENT shall not be liable to the GROUP 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 or property.

The GROUP shall report to the DEPARTMENT within 24-hours of any and all damages of State-owned real and personal property resulting from the GROUP's, its subcontractors, or any and all affiliates, use of such property. The GROUP shall restore, repair, or reimburse the DEPARTMENT for any necessary repair or replacement 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 GROUP, the GROUP may terminate this Agreement at its option.

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 GROUP for any loss, damage, or inconvenience occasioned by any cause whatsoever to the GROUP's revenues, operations, activities or programs.

11. **COMPLIANCE WITH LAWS AND REGULATIONS.** The GROUP shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the GROUP. The GROUP shall also comply with the policies, regulations, and applicable administrative rules of the DEPARTMENT. The GROUP shall procure, at its expense, all necessary licenses and permits required in

connection with the activities and operations described herein and under an approved AWP, SUP, or any other agreement between the Parties.

12. **VOLUNTEER INDEMNIFICATION.** Other than for indemnification purposes, under the provisions of RSA 508:17 and RSA 216-A:3-h, and the NH Volunteer Immunity Laws, the GROUP acknowledges that they, including but not limited to their 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 GROUP understands and accepts the risks, hazards, and dangers inherent in carrying out any duties and responsibilities of volunteer activities the GROUP hosts. The GROUP agrees for itself, its officers, agents, employees, members, volunteers and its heirs, to release and hold harmless, 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 GROUP or by others due to the GROUP's volunteer activities.

The GROUP 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 Park. The GROUP shall ensure that its officers, staff, members and volunteers are properly trained, certified and licensed to carry out all GROUP activities, in accordance with current safety, operating and environmental standards, practices and conduct necessary for the proper execution of its activities. The GROUP 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.

13. **INDEMNIFICATION AND SOVEREIGN IMMUNITY.**

- 13.1. To the full extent of the insurance required of the GROUP, as stated herein, the GROUP agrees to defend, indemnify and hold harmless the State of New Hampshire, its officers, employees and agents 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 or penalties asserted against the State of New Hampshire, its officers, employees and agents, 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):

- 13.1.1. Any act, improper act, improper failure to act, omissions, or negligence of the GROUP, its servants, agents or invitees occurring on the Park in conjunction with the GROUP's activities under this Agreement;
- 13.1.2. Anything owned or controlled by the GROUP, its servants, agents, or invitees and used on the Park in connection with the GROUP's activities under this Agreement; or
- 13.1.3. Any nuisance made by the GROUP, its servants, agents, or invitees on the Park in connection with the GROUP's activities under this Agreement.

- 13.2. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State of New Hampshire, which

immunity is hereby reserved to the State of New Hampshire. This covenant shall survive the termination of this Agreement.

14. INSURANCE.

14.1. *General Liability Insurance.* It is agreed that during the term of this Agreement, the GROUP and/or its subcontractors shall, at its sole expense, obtain and maintain in full force comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than One Million Dollars (\$1,000,000.00) per claim or occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate, which insurance shall be extended to cover the "State of New Hampshire, Department of Natural and Cultural Resources" as additionally insured and as a certificate holder.

14.2. *Standard Form.* All insurance 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 GROUP shall furnish the DEPARTMENT with a certificate of insurance for the insurance required under this Agreement, including certificates of insurance for all renewals of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of the insurance policy. The certificates of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate of insurance shall contain a clause requiring the insurer to endeavor to provide the DEPARTMENT no less than ten (10) days prior written notice of cancellation or modification of the policy. Failure to comply may cause a delay in the GROUP's use of the Premises and/or operations at the Park, and shall be considered a material breach of this Agreement.

15. **SUBLETTING AND ASSIGNMENT.** The GROUP shall not assign or sublet this Agreement, or grant rights to the Park or Premises, in whole or in part.

16. **RELATION TO THE STATE.** It is the intent of the Parties hereto that neither the DEPARTMENT nor the GROUP shall at any time be legally responsible for any acts of omissions on the part of the other, its servants, or invitees resulting in either personal or property damage to any individual, firm or corporation. The GROUP shall be legally considered as an independent contractor and that neither the Group nor its members shall, under any circumstances, be considered servants or agents of the State of New Hampshire.

17. **SUPPORT FOR STATE ACTIONS.** The GROUP hereby acknowledges that the Park is managed by the DEPARTMENT for a broad range of public purposes and the GROUP hereby agrees to support the DEPARTMENT's management of the Park 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, the state forests, and the state park system.

18. **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

or other interest in the land and facilities for which the DEPARTMENT shall reserve control of and all rights and privileges.

19. **FINAL AUTHORITY.** The GROUP 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 GROUP recognizes that they are 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 GROUP. The decision of the DPR Director, with consultation of the DFL 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 GROUP 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.

20. **WAIVER OF BREACH.** No failure by the State of New Hampshire to enforce any provisions hereof after any event of default on the part of the GROUP 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 of New Hampshire to enforce each and all of the provisions hereof upon any further or other default on the part of the GROUP.
21. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the Parties, and supersedes all prior agreements and understandings relating hereto. If any provision of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity or enforcement of the remaining provision hereof. It is the sole responsibility of the GROUP's leadership to communicate and provide the expectations and requirements within this Agreement to their membership.
22. **AMENDMENT.** This Agreement may be amended only by an instrument in writing signed by both Parties hereto.
23. **TERMINATION.**
- 23.1. This Agreement shall be subject to cancellation by the GROUP, regardless of grounds therefore, by giving the DEPARTMENT sixty (60) days written notice of cancellation.
- 23.2. This Agreement shall be subject to cancellation by the DEPARTMENT, in the event of the failure of the GROUP to perform, keep and observe any of the conditions of the Agreement and the failure of the GROUP to correct the default or breach within a time specified by the the DEPARTMENT Commissioner, by giving the GROUP thirty (30) days written notice of cancellation.
24. **FIELD CONTACTS.** In matters pertaining to field operations, the following persons, or their subsequent replacements, shall represent their respective agencies. The

DEPARTMENT's field contact shall be a non-voting, non-board member of the GROUP and shall be invited to attend all regular meetings, and shall be given access by written request to all minutes, reports, and financial information associated with the Park(s) that are distributed to the GROUP's board and members. The Regional Supervisor and/or the Volunteer Program Coordinator may attend all executive meeting sessions when the agenda topics are associated with the Park.

FRIENDS OF PISGAH



Matthew Edson,
President
P: 603-336-7796
E: matthewedson522@gmail.com

STATE FIELD CONTACT

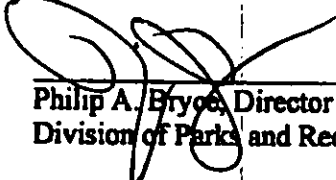
Kim Nilsen,
Pisgah State Park Manager
P: 603-239-8153
E: kim.r.nilsen@dncr.nh.gov

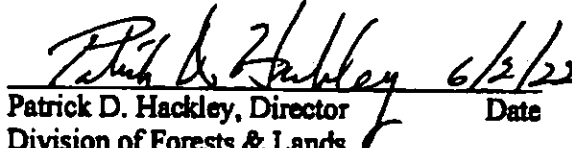
IN WITNESS WHEREOF, the Parties hereto have set their hands the date herein named.

FRIENDS OF PISGAH, INC.

 5/30/22
Matthew Edson, President Date
Duly Authorized
 5/31/2022
John Knickerbocker, Vice President Date
Witness

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

 6-13-22
Philip A. Bryce, Director Date
Division of Parks and Recreation

 6/2/22
Patrick D. Hackley, Director Date
Division of Forests & Lands

PAB/tl-20220412

Approved as to form, substance, and execution by  6/22/2022

Michael Haley, Assistant Attorney General

EXHIBIT A: PREMISES

The GROUP shall be granted non-exclusive access to and use of the following facilities and areas located within the Park (the "Premises") in accordance with the Agreement, under the conditions and restrictions specified below, and during the dates and times specified in the approved Annual Work Plan ("AWP"), Exhibit B. The DEPARTMENT shall have access to and use of any and all Park and/or Premises lands, facilities, or trails at any and all times.

FOP shall insure its property, at its expense. The DEPARTMENT shall not be held responsible or liable for FOP property kept, stored, or displayed anywhere on Park property and/or the Premises.

A-1. Visitor Center (FARMS #PGH03). Use of the public area of the Visitor Center shall be for FOP's monthly meetings, its annual meeting, its annual picnic, and as a visitor center for the public. The operation of the visitor center, including seasonal schedule, hours of operation, events, programming, and fees shall be part of the AWP, approved by the DEPARTMENT.

FOP is granted permission to use a portion of the Visitor Center, as delineated by the DEPARTMENT, for the sale of FOP and recreation-related services, programs, goods and products, including membership promotions. All goods and products shall be appropriate for a state park, family-friendly setting. FOP shall provide the DEPARTMENT with a list of the goods and products offered for retail sale in its AWP. The DEPARTMENT shall not be held responsible or liable for FOP property, goods, or products kept, stored, or displayed anywhere on Park property. The DEPARTMENT reserves the right to prohibit the GROUP from the sale of any service, program, goods or products at the DEPARTMENT's discretion which shall be final, including for the purpose of the DEPARTMENT carrying out its own sales, service, program, goods or products.

Use of the Visitor Center by FOP for other purposes not specifically granted herein shall be proposed by FOP through their AWP, and shall require a Special Use Permit with all customary permit fees. The DEPARTMENT reserves the right to deny any additional use of the facility at its discretion which shall be final.

The DEPARTMENT reserves its exclusive and private use of the back office, which shall remain locked and secure. Nothing herein shall prohibit DEPARTMENT from offering retail and concessionaire services on the Premises and at the Park at its discretion in the future.

A-2. Barn (FARMS #PGH04). Use of the main floor of the Barn shall be as a public museum of FOP-owned display pieces and equipment. The operation of the Barn museum, including seasonal schedule, hours of operation, programming, and fees shall be part of the AWP.

The DEPARTMENT may store items within the main floor of the Barn by providing FOP with prior notice. The FOP may temporarily store materials for Park-related trails maintenance work in the basement of the Barn with prior permission from the DEPARTMENT. Both parties shall agree on the location of all items and materials so stored in the Barn.

Use of the Barn by FOP for other purposes not specifically granted herein shall be proposed by FOP through their AWP, and shall require a Special Use Permit with all customary permit fees. The DEPARTMENT reserves the right to deny any additional use of the facility at its discretion which shall be final.

A-3. *Maintenance Garage (FARMS #PGH01).* Non-exclusive use of the Maintenance Garage located at Horseshoe Pond Road, sharing its use with the DEPARTMENT staff and other volunteer groups at the DEPARTMENT'S discretion. The DEPARTMENT shall determine the specific space that may be used by the FOP. The FOP is permitted to use the Garage space for the following purposes: a) storage of the UTV owned by the FOP, b) storage of FOP building materials, and c) use as a woodshop.

A-4. *Other Park Areas – Shared Use with the DEPARTMENT and the Public.* Access to and non-exclusive use of the following facilities and areas located within the Park shall be granted to the FOP under the following conditions and restrictions. FOP's use of these areas and facilities shall be for their monthly meetings, annual meeting, annual picnic, and trail maintenance work as proposed in the AWP and approved by the DEPARTMENT. Any other use of these facilities and areas by FOP not specifically granted herein shall be proposed by FOP through their AWP, and shall require a Special Use Permit with all customary permit fees. The DEPARTMENT reserves the right to deny any additional use of the facility at its discretion which shall be final.

A-4.1 *Grounds maintenance.* The FOP shall be responsible for mowing and basic grounds keeping around the Visitor Center, Barn and Maintenance Garage for the purpose of maintaining the grounds around the buildings neat and orderly as befits a state park.

A-4.2 *Parking areas for the Visitor Center, Barn and Maintenance Garage.* Use of the Visitor Center, Barn and Maintenance Garage parking areas shall be shared with the DEPARTMENT and the public. The DEPARTMENT shall not be required to plow the parking areas or roadways for the convenience of FOP. FOP shall be permitted to plow the parking areas at its cost and liability, with prior permission from the DEPARTMENT.

A-4.3 *Roadways and gates.* Roadways and gates will be open for vehicle traffic from the end of mud-season to the beginning of season closure, generally from the weekend prior to Memorial Day weekend through Columbus Day weekend, unless there is a decision by the DEPARTMENT to close specific roads indefinitely or temporarily, primarily as a result of adverse weather conditions or to prevent deterioration of the road bed or for other State activities, including but not limited to timber operations. The DEPARTMENT's decision in this matter shall be final.

A-4.4 *Associated recreational trails and footpaths.* In accordance with an approved AWP, the Group may engage in trail maintenance activities within the Park. Recreational trails and footpaths are accessible to the 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-5. Keys. The DEPARTMENT shall provide FOP with sets of keys to the Visitor Center, Barn, Maintenance Garage, and roadway gates, which FOP shall not duplicate and shall limit assignment to appropriate FOP officers. All keys shall be surrendered to the DEPARTMENT upon termination of this Agreement. All members who hold keys shall be noted in the AWP.

A-6. Utilities. The DEPARTMENT shall be responsible for the cost of utilities within the Visitor Center, Barn, and Maintenance Garage, including but not limited to electric, water, septic, heat fuel, alarm system, and telephone service where such utilities current exist. The FOP shall not be responsible for the costs of utilities necessary for the proper operation of the facilities, including but not limited to propane fuel and firewood.

This provision shall be subject to review by the DEPARTMENT for any subsequent agreement, and/or subsequent requests of the FOP to add services not currently provided subject to the approval of the DEPARTMENT.

A-7. Fuel Storage. Storage of fuels or firewood by FOP shall be prohibited, unless approved in writing by the DEPARTMENT's Field Contact. Any approved storage of fuels within the Park by the FOP shall be in compliance with regulations and to industry safety standards at all times.

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EXHIBIT B: ANNUAL WORK PLAN ("AWP")

As stipulated in the Agreement under Article 5, Annual Work Plan and Report, the GROUP shall provide to the DEPARTMENT a written Annual Work Plan and Report ("AWP") that describes the proposed activities, including but not limited to any proposed construction, operations, events and activities, for the coming year and summarizes the GROUP's accomplishments over the previous year. The initial and subsequent AWP's shall be due each February 1st and shall include, but is not limited to the components outlined in this Exhibit B.

The DEPARTMENT's review, request for revision, and approval of the AWP shall follow the provisions under Article 5.1, which states:

"5.1. 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 GROUP 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."

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

A-1 Summary of the Past Year

1. Summary of operations
 - a. Summary of the season, include routine maintenance and winter grooming
 - b. Notable Group achievements
 - c. Recognition of individual volunteers
 - d. Total number of volunteer hours donated on DNCR land
2. List and summarize all projects beyond routine maintenance (refer to section A-3 of last year's AWP, include status of each project: not started, in process, completed)
3. List and summarize all programs, events, or fundraisers held by the Group (refer to section A-4 of last year's AWP)
4. Financial reporting
 - a. Fees charged to third parties by the Group for activities within or use of DNCR land and facilities
 - b. Sponsors and donations received on behalf of and for use of DNCR land and facilities
 - c. Grants received
 - d. Explanation of how the Group's use of revenue has or will support the mutual goals of the Group and DNCR
 - e. Treasurer's report

A-2 Operations for the Upcoming Year

1. Overview of operations
 - a. Planned operations for the upcoming year, include use of DNCR land/facilities, and any Group owned structures on DNCR land
 - b. List of trails traditionally maintained by the Group
 - c. Typical scheduled of meetings
2. Winter grooming on non-motorized trails
 - a. List of previously approved (through AWP) non-motorized trails to be groomed
 - b. List of newly proposed non-motorized trails to be groomed
 - c. List of groomer operators
 - d. List of OHRV, snowmobile, drag/trail setting equipment to be used to groom, include Trails Maintenance Vehicle registration for each
 - e. Confirm that Group holds insurance for grooming activities and grooming vehicles (provide Certificate of Insurance in section A-5:1)

All winter grooming will follow DNCR's 'Best Management Practices for Winter Grooming on Non-Motorized Trails.'

3. Group members requesting approval to operate a chainsaw on DNCR land
 - a. List of individuals previously approved (through AWP)
 - b. List of newly proposal individuals (include training certification received within the last 3 years)

All volunteers must adhere to the Department's Chainsaw Policy #14 and will not perform any cutting that exceed the definition of "basic sawyer" as outlined in the policy. All volunteers are required to notify their Site Supervisor in advance of any chainsaw use. The Department, at any time, has final authority to approved, deny, and/or halt chainsaw operations on DNCR lands.

4. Group roster to provide indemnification for volunteer services under RSA 216-A:3-h and RSA 508:17, as applicable
 - a. Board of Directors
 - b. Members and regular volunteers
 - c. Any member assigned a key to a DNCR facility
5. Financial initiatives for the upcoming year
 - a. Fees to be charged to third parties by the Group for activities within or use of DNCR land and facilities
 - b. Sponsors and donations solicited on behalf of and for use of DNCR land and facilities
 - c. Grants to be used on behalf of and for use on DNCR land (all grants must receive prior written approval from the Department)
 - d. Explanation of how the Group's use of revenue will support the mutual goals of the Group and DNCR in the upcoming year

6. Signs, promotions, and advertising on site or associated with DNCR land (if placing blazes on through-trails located on DNCR land, include an image of the blaze and the name of trail(s) they are located on)

The group and DNCR shall recognize and promote the partnership between the parties on their website, published materials, and external communications. When applicable, the group shall identify each DNCR property by name (i.e. Pisgah State Park, Fort Stark State Historic Site, Cardigan Mountain State Forest).

A-3 New Project Proposals

1. Proposed projects that are beyond routine maintenance (i.e. new construction, projects that require permitting, installation of structures, trail improvements outside of the established trail)

A-4 Programs, Events, Fundraisers

1. List all programs, events, and fundraisers to be held on DNCR land in the upcoming year, include dates, time, any fees/admission/donation requests, who the target audience is, food served, 3rd party vendors, and any other relevant information

The Group shall not be charged administrative fees for its annual events scheduled in advance and approved by the State through the AWP. The Group shall pay all other applicable fees, pursuant to Res 7400: Reserved and Privileged Use of Department Lands, Facilities and Resources. The Group may be charged administrative fees for events not covered under the AWP, but approved by the State through a separate Special Use Permit.

A-5 Agreement Requirements

1. Proof of insurance, include insurance for applicable grooming activities under A-2:2
2. Organizational status
 - a. Confirm that the group is in "Good Standing" with the Secretary of State's Corporate Division
 - b. Business ID with the Secretary of State
 - c. Is the group registered as a charity with the Attorney General's Charitable Trusts Unit?

PAB/ttl/jz 052522

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 FRIENDS OF PISGAH, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on July 09, 1987. 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: 114676

Certificate Number: 0005787914



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of June A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

Corporate Resolution

I, JAMES SCHOFIELD (Name) hereby certify that I am duly elected Clerk/Secretary/Officer of FRIENDS of Pisgah (Name of Corporation). I hereby certify the following is a true of a vote taken at a

meeting of the Board of Directors/shareholders, duly called and held on June 7, 2022, at which a quorum of the directors/shareholders were present and voting.

Voted: That Matthew Edson, President
Jean Knickerbocker, Vice President (may list more than one person) is duly (Name and Title)

authorized to enter into contracts or agreements on behalf of FRIENDS of Pisgah (Name of Corporation)

with the State of New Hampshire and any of its agencies and departments and further is authorized to execute any documents which may in his/her judgement to be desirable or necessary to affect the purpose of this vote.

I hereby certify that said vote has not been amended, of repealed and remains in full force and effect as the date of the contract to which this certificate is attached. This authority shall remain valid for thirty (30) days from the date of this Corporate Resolution. I further certify that it is understood the State of New Hampshire will rely on this certificate as evidence the person(s) listed above currently occupy the positions(s) indicated and that they have full authority to bind the corporation. To the extent that there are limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: 6/14/22

ATTEST: James Schofield
Secretary (Name & Title)

Minutes of Friends of Pisgah Council Meeting
June 7, 2022

Members in Attendance:

Matt Edson, Jon Knickerbocker, John Herrick, Beth Phippard, Laura Susmann, Heather Howe, Abe Howe, Mia Pajot, and Jack Kondos

Guests in Attendance:

Kim Nilsen (Park Manager), Lisa Lindquist (Antloch Intern)

The meeting was held at the Pisgah Visitor Center. The meeting was called to order at 6:33 pm by President Matt Edson. A quorum was established.

Jon Knickerbocker made a motion to accept the minutes of the May 3, 2022 Council meeting as written. Heather Howe seconded. The motion passed unanimously.

Matt began the meeting by explaining he was in receipt of a Certificate of Authority from the State authorizing him and Jon Knickerbocker to sign the Friends MOA. Jack Kondos made a motion to authorize the mentioned FOP officers to sign the MOA. John Herrick seconded and the motion passed unanimously. The document will be signed and Jim Schofield will have it notarized before submitting to the State.

Kim's Report:

Dogwood Swamp Trail has about 6 deadfalls but is otherwise clear. The bridge on the west end needs to be expanded to get material in for the bridge build. The June work day will be Saturday June 11; meet at the Route 119 lot at 9:30 AM. Those who wish to walk to the work site may meet at the Visitor's Center on the Old Chesterfield Road in Winchester at 9:15 am. From the center, folks may ride the Pisgah UTV or drive down the lane to Broad Brook Road and motor south to the west trailhead of the Doolittle Trail. There, the walk begins up a long-abandoned trail three-quarters of a mile uphill to the job site. As usual, please bring a snack and a lunch, bug repellent, gloves, eye protection, a hammer, a good drill or impact driver with a star bit. Good boots are essential.

Kim has found pea stone for \$18.95 per cubic yard for the Snow Brook Trail bridge. The stone will be picked up Friday.

Tara wants the State pickup truck in the workshop on a temporary basis for repairs. The FOP MOA states the FOP UTV may be stored there. The workshop would actually need renovations to accommodate the truck; the door would need to be enlarged. The question was asked as to who would perform that renovation and who would pay for it. Kim and Matt will discuss further with Tara. The Fire Marshall inspection is still needed as well.

Kim recommended Chestnut Hill Trail be closed temporarily as the bridges are in bad shape. All need to be removed and replaced. He suggested one 10-footer be replaced and the others be replaced by bog bridges – 2 planks side by side and inexpensive.

Fullam Hill Trail will be under water for the summer. Price for 50 cubic yards of gravel is \$1,500.00 delivered. 135 feet by 10 feet will be used on Old Chesterfield Rd.

Doolittle Trail's big bridge and Dogwood Swamp big bridge need to be re-decked.

Jon Hill Road has been rebuilt to Orchard Trail to accommodate the logging that will take place soon. The temporary beaver deceiver is working; water is down. Silt can be moved down the hill to fill in the depression.

Updated maps are not ready yet but will be available "soon".

Small style beaver deceivers – pipe with small holes, 10-12 inches around, could be used for smaller problem areas.

Kim suggested a good fall or winter project would be to address the wet spot on the John Summers Trail, possibly with a boardwalk or bog bridge. Matt suggested we pre-build and install in winter, across the ice for ease of transport of materials.

Abe's Report:

No report.

Mia's Report:

She observed 3 trees down on Kilburn Loop recently.

Jon's Report: Lisa is making progress on the educational project. She has mapped where the numbers will go - 26 sites for interpretive data. The loop is 2.6 miles but a cut through can be inserted to shorten for younger children. She is working on a new brochure; some sites need more research. She will use a QR code on the brochure as well. Lisa will contact Jim Oehler regarding habitat information. John Herrick will be glad to assist as well. Heather Howe can help with historical information. Blazing needs to be chosen and Lisa noted more Habitat Loop signs may be needed.

Laura's Report:

Avis Rosenfield and Debbie Briscoe from New Hampshire Horse Council toured the park with Kim on May 27th trying to determine if Pisgah would be an appropriate location for horse camping. Kim was most gracious and shared his knowledge and trail expertise with us. No determination has been made yet.

The water permeable fabric for the Snow Brook Trail bridge project was delivered to Kim that day as well.

Beth's Report:

No report.

Heather's Report:

Heather inquired about a possible summer newsletter. After much discussion it was decided we have many projects in the works right now and perhaps late summer would be a more appropriate time so that we can report on the completion of those projects and invite members and community members to the Fall picnic and canoe/kayak event in October.

Tom Duston is excited about the new signs Kim is installing on cellar holes in the park. Tom uses the 1858 Chesterfield map and wonders if Kim is using the same. He is. Kim has more signage for Nash Trail.

Heather checked on the website creator but she was out sick from her work place. She will call to check on the status. The FOP Instagram page is up but Heather does not recognize the pictures. She will investigate.

John Herrick's Report:

John reported ticks are still bad in the park so he is not planning any hikes right now. He would like to do some tractor work on Baker. The bridge needs work as well. Many roots are exposed and should be covered so the trees don't die.

Jack's Report:

Jack reported that the Mountain Laurel are producing more leaves than buds this year, but there are pockets of buds on the south side of Baker Pond which should be blooming soon.

Matt's Report:

Matt can get four 12" culverts for beaver deceivers. Will move the 15" one the Dort property.

On the last FOP work day on Snow Brook Trail on May 14, fourteen people turned out to help rebuild the 8' x 24' bridge. The old bridge had been dismantled and Matt had material pre-cut and ready to go. 20 yards of gravel were purchased which John Herrick spent two days distributing on the trail in the bad spots and for bridge ramps.

On May 30th Jon, Kim and Matt brought in materials for the middle bridge rebuild on Dogwood Swamp Trail and set the bunk logs in place.

Matt reported the MOA is in the works; it is signed by FOP officers and our insurance agent will send the required certificate of insurance to the state.

The meeting was adjourned at 7:53 pm.

Respectfully submitted,

Laura J. Susmann



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/09/2022

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 Hadlock Group - Best Insurance 150 Old County Road Littleton NH 03561		CONTACT NAME: Nancy Bisson PHONE (A/C No. Ext): (803) 444-5500 FAX (A/C No): (803) 444-0127 E-MAIL ADDRESS: NANCY@BestInsurance.net	
INSURED Friends of Plagah, Inc PO Box 134 Chesterfield NH 03043		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL226903050 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	POLICY NO. (INSR / 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"/> PROJECT <input type="checkbox"/> LOC OTHER:		PHPK2267014	08/09/2021	08/09/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AOG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	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 <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER State of New Hampshire Dept. of Natural & Cultural Resources Bureau of Trails 172 Pembroke Rd 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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