



NH Department of Natural and Cultural Resources  
 Volunteer Program  
 172 Pembroke Road  
 Concord, NH 03301  
 603-271-3556  
 volunteer@dncr.nh.gov



Form last updated: 12.16.19-jcp

## Cooperative Maintenance Agreement

The purpose of this Group Agreement (Agreement) is to comply with the provisions of RSA 508:17 and 216-A:3-h, relative to Volunteer Defense and Indemnification, and to document the assigned activities and duties that have been agreed upon between the New Hampshire Department of Natural and Cultural Resources (DNCR and Department) and its Volunteers.

<b>Name of Group or Organization</b> Mount Sunapee Resort (MSR)	<b>Preferred Telephone Number</b> (603) 763-3500	
<b>Mailing Address</b> PO Box 2021	<b>City, State, Zip Code</b> Newbury, NH 03255	
<b>Organization Leader's Name(s)</b> Chris Corliss	<b>E-mail address:</b> Ccorliss@vailresorts.com	
<b>Organization Leader's Telephone Number(s)</b> (603) 763-3500	<b>Number of Adults</b> Varies	<b>Number of Minors (under age 18)</b>

<b>Name of Group or Organization</b> Sunapee-Ragged-Kearsarge Greenway Coalition (SRKGC)	<b>Preferred Telephone Number</b>	
<b>Mailing Address</b> PO Box 1684	<b>City, State, Zip Code</b> New London, NH 03258	
<b>Group Leader's Name(s)</b> Tim Eliassen	<b>E-mail address:</b> timeli@comcast.net	
<b>Group Leader's Telephone Number(s)</b>	<b>Number of Adults</b> See roster	<b>Number of Minors (under age 18)</b> 0

Parental permission forms shall be obtained by the Group Leader from the parent or legal guardian of all volunteers under the age of 18 prior to the start of any work. Copies of parental permission forms shall be provided to DNCR upon request.

<b>DNCR Property:</b> Mount Sunapee State Park- Summit Trail, Province Trail	<b>DNCR Volunteer Program Contact:</b> Jesse Zacrow, Volunteer Program Manager
<b>Agreement Period:</b> The term of this Agreement shall be from the date of DNCR signatory approval through December 31, 2025, unless terminated earlier as provided herein. This Agreement shall not be extended or renewed. Any interest in continued operations by MSR or SRKGC shall be negotiated under a new agreement with DNCR. At least six (6) months prior to the end of the term, the MSR and SRKGC shall notify DNCR of its intent to enter into a new agreement, upon which the parties shall enter into negotiation for a new agreement.	

In accordance with RSA 227-H:9, this Cooperative Maintenance Agreement ("Agreement") is entered into by and between the State of New Hampshire Department of Natural and Cultural Resources ("DNCR", "Department"), Division of Forests and Lands ("DFL"), Division of Parks and Recreation ("DPR") and the Mount Sunapee Resort (MSR) and the Sunapee-Ragged-Kearsarge Greenway Coalition (SRKGC) including but not limited to its officers, agents, assigns, employees, members and volunteers ("MSR" and "SRKGC" or "Groups," collectively).

Mount Sunapee Resort  
 1398 Route 103 / P.O. Box 2021  
 Newbury, NH 03255

Sunapee-Ragged-Kearsarge Greenway Coalition  
 P.O. Box 1684  
 New London, NH 03258

Whereas, Mount Sunapee State Park ("Property"), located in the town of Newbury, New Hampshire, is owned by the State of New Hampshire and managed through the Division of Parks and Recreation and the Division of Forests and Lands 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 Mount Sunapee Resort is a for-profit organization which carries a current lease of land within Mount Sunapee State Park from the State of New Hampshire, for the purpose of ski operations and is in "Good Standing" with the Secretary of State's Office (Bus. ID #804339),

Whereas, the Sunapee-Ragged-Kearsarge Greenway Coalition, is a non-profit organization of organized volunteers that assist the State of New Hampshire in the planning, operation, and maintenance of the corridor of the through trail known as the Sunapee-Ragged-Kearsarge Greenway, and is in "Good Standing" with the Secretary of State's Office (Bus. ID #183915),

Now therefore, the Department and the Groups agree to the following terms:

1. This Agreement recognizes the existing four-season hiking trails located within the Mount Sunapee Resort lease area of Mount Sunapee State Park and authorizes the parties to work together to protect and maintain the designated trails and to achieve the parties' mutual goals of providing stewardship and providing safe public recreational opportunities within the property.
2. All parties agree that four-season hiking access, including winter hiking and snowshoeing, are permitted on the designated hiking trails within Mount Sunapee State Park. Use of MSR ski trails by winter hikers/snowshoers is permitted under conditions that, for the safety of all users, minimize the crossing of ski trails by hikers/snowshoers. Signs shall be posted by the MSR and located at or near the junctions of any hiking trail crossing through a ski trail to warn all users to be safely aware of the other.
3. MSR and SRKGC shall, cooperatively, provide to the Department, through the Department's Designated Volunteer Program Contact, a written Annual Work Plan and report ("AWP") that shall outline MSR's and SRKGC's proposed activities and projects in relation to the specified trail(s) for the coming year, and shall summarize MSR's and SRKGC's accomplishments in relation to the specified trails over the previous year. The initial AWP shall be due within 60-days following the execution of the Agreement. Subsequent AWP's shall be due each May 15<sup>th</sup> and shall be initially drafted by the SRKGC before being provided to the MSR and the Department for review. The AWP shall

include, but is not limited to the components outlined in Exhibit B: Annual Work Plan, which is incorporated herein. The parties shall all meet together at least once each year to discuss the AWP. Subsequent meetings shall be held when deemed necessary by the Department, MSR or SRKGC at a place and time to be mutually agreed upon for the purpose of discussing operational and construction issues, official requests to the Department outside of the AWP or Annual Operating Plan (AOP) or Master Development Plan (MDP), and other pertinent business which may arise.

4. If any section of the Summit Trail must be relocated to avoid or minimize crossing through ski trails, MSR shall pay for the costs for the design and construction, as approved and outlined through an Annual Work Plan and/or guidelines provided in the MDP or AOP. The project will be coordinated and finalized through the Department, but MSR reserves the right to review and approve of all such costs prior any costs being incurred.
5. MSR agrees to provide hiking trail maps, free of charge, that include all designated hiking trails within Mount Sunapee State Park to guests. The Department shall approve of the design, content, and layout of the hiking trail maps and shall approve of any changes or updates to the maps during the year, through an Annual Work Plan.
6. MSR and SRKGC may only undertake or subcontract improvements, construction, and/or maintenance on the designated trails as approved by the Department in the AWP, or with the expressed written permission of the Department's Designated Volunteer Program Contact and notification of the Division of Parks and Recreation Director. The specified trails shall be maintained or constructed in accordance with guidelines provided by the Department, as requested. Trail or other pre-approved maintenance project guidelines and literature provided by the Department's Designated Volunteer Program Contact, as requested, must be adhered to. All trail projects shall comply with current Best Management Practices.
7. Additional projects or tasks of any kind may be carried out by the Groups, with prior written permission from the Department's Designated Volunteer Program Contact.
8. The Department's staff or designees may inspect the trail(s) at any time to ensure the safety, condition, maintenance, and permitted uses.
9. Department staff or designees may implement trail improvements, changes, or other maintenance to the hiking trails. The Department shall communicate the work to the parties in this agreement in writing and in advance.
10. The Groups understand and accept the risks, hazards, and dangers inherent in carrying out the duties and responsibilities of its volunteer activities. The Groups agree for itself and its heirs, to release and hold harmless, the New Hampshire Department of Natural and Cultural Resources, its (trustees, 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 us or by others due to the Group's volunteer activity. The Groups agree to obtain and maintain liability insurance covering our Group's volunteer activities 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-DNCR as a certificate holder. The insurance coverage will also provide defense and indemnification of the State for the organization's volunteer activities in relation to this Agreement.
11. 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.

Other than for indemnification purposes, the Groups acknowledge that volunteers 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 Groups agree to abide by all policies and procedures and follow the instruction of Department staff and supervisors. This Agreement in no way guarantees admittance to any park area or facility that is filled to capacity or closed by the Department. This Agreement does not confer any additional rights or privileges that are not normally afforded to park guests.

This covenant shall survive the termination of this Agreement and is non-transferable.

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

**MOUNT SUNAPEE RESORT**

CC 10-7-2022  
Chris Corliss, Director of Mountain Operations Date  
Duly Authorized

Sue LeBrecht Sue Lebrecht  
Witness (sign & print name) 10-7-22 Date

**SUNAPEE-RAGGED-KEARSARGE GREENWAY COALITION**

[Signature] 10/14/22  
[Signature], President Dan Date  
Duly Authorized Whitnogy

[Signature]  
Witness (sign & print name) 10/14/22 Date  
Tim Elissen

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

MW 11-3-88  
Brian Wilson, Director Date  
Division of Parks and Recreation

[Signature] 11/3/22  
Sarah L. Stewart, Commissioner Date  
Dept of Natural and Cultural Resources

[Signature] 10/21/22  
Patrick Hackley, Director Date  
Division of Forests and Lands

SLB/CPM-030220

## **EXHIBIT A: Map**

*Attach Mount Sunapee Resort Hiking Trail Map of Mount Sunapee State Park.*

## **EXHIBIT B: ANNUAL WORK PLAN ("AWP")**

As stipulated in the Agreement under Article 3, MSR and SRKGC shall provide to the Department a written Annual Work Plan and Report ("AWP") that describes the Groups' proposed activities, including but not limited to any proposed construction, operations, events and activities, for the coming year and summarizes MSR's and SRKGC's accomplishments over the previous year. The initial AWP shall be due within 60-days following the execution of the Agreement. Subsequent AWP's shall be due each May 15th 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 3 of the Agreement.

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**

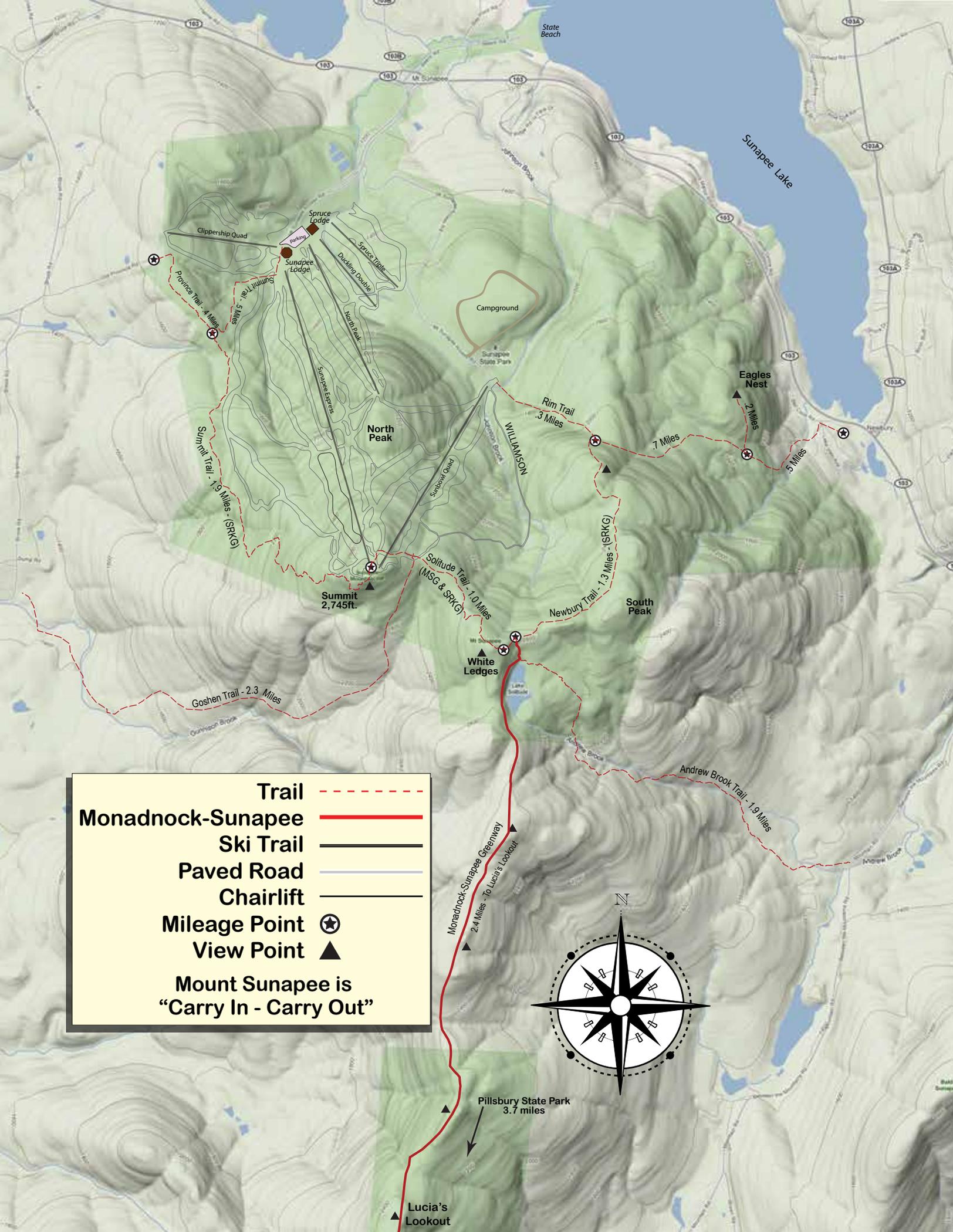
1. List all programs, events, and fundraisers to be held on DNCR land in the upcoming year, include dates, time, any fees/admission/donation requests, who the target audience is, food served, 3<sup>rd</sup> party vendors, and any other relevant information

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.

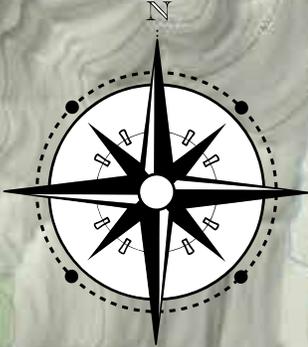
#### **A-5 Agreement Requirements**

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-030220/jz-100722



Trail	---
Monadnock-Sunapee	—
Ski Trail	—
Paved Road	—
Chairlift	—
Mileage Point	⊙
View Point	▲
<p><b>Mount Sunapee is "Carry In - Carry Out"</b></p>	



- Clippership Quad
- Spruce Lodge
- Spruce Lodge Parking
- Spruce Tangle
- Dueling Double
- North Peak
- Sunapee Express
- Summit 2,745ft.
- White Ledges
- Williamson
- South Peak
- Andrew Brook
- Andrew Brook Trail - 1.9 Miles
- Rim Trail - 3 Miles
- 7 Miles
- Eagles Nest - 2 Miles
- 5 Miles
- Newbury Trail - 1.3 Miles - (SRKG)
- Summit Trail - 1.9 Miles - (SRKG)
- Provine Trail - 4 Miles
- 5 Miles
- Solitude Trail - 1.0 Miles (MSG & SRKG)
- Goshen Trail - 2.3 Miles
- 2.4 Miles - To Lucia's Lookout
- 3.7 miles
- Lucia's Lookout



**W**elcome to Mount Sunapee Resort located in Mount Sunapee State Park. Encompassing over 2,900 acres, the spacious park includes three mountains, a small lake and many brooks scattered throughout the woodlands. A variety of wildlife can be found in the park, including deer, red fox, coyote, snowshoe hare, porcupines, wild turkeys, ruffed grouse and hawks. Occasionally black bear, moose, bobcats and fisher feed in the area. Picnicing and hiking are popular summer activities. In the winter Mount Sunapee Resort is a major New England ski area that offers 66 trails, 97% snowmaking and 11 lifts to accommodate skiers of all abilities.

## Hiking Tips & Information

The summit of Mount Sunapee, elevation 2,745 feet, is reached via ski trails or the Summit hiking trail. A number of additional hiking trails are accessible from the summit. For your safety be sure to be properly prepared when hiking. Remember:

- |  |  |
|--|--|
| <ul style="list-style-type: none"><li>•Allow ample time for your hike.</li><li>•Wear sturdy footwear.</li><li>•Know and heed the weather forecast.</li><li>•Bring warm clothing and rain/wind gear.</li><li>•Camping and open fires are not allowed.</li></ul> | <ul style="list-style-type: none"><li>•Mount Sunapee is carry in – carry out.</li><li>•Carry water and food.</li><li>•Leash all pets.</li><li>•Do not disturb young birds or wildlife.</li></ul> |
|--|--|

## Hiking Trails

**SUMMIT TRAIL:** (red paint blaze, plus state-authorized SRK plastic blazes) The 2 mile trail begins on right (looking uphill) side of Lower Ridge (ski) Trail. Please note that at the ¼ mile point the trail is joined by the SRK (Sunapee, Ragged, Kearsarge) Greenway Trail and both continue LEFT on the same route to Mount Sunapee's summit.

**SOLITUDE TRAIL:** (white paint blaze) starts east of the summit. The distance to White Ledges, which overlooks Lake Solitude, is approximately one mile. Lake Solitude, a beautiful and popular day hike destination, is a .6 mile hike from the overlook.

**NEWBURY TRAIL:** (orange paint blaze) is a 2-mile trail, which continues from Solitude Trail and does not return to the ski area base. The trailhead is near the southern end of Lake Sunapee off route 103 in the village of Newbury, approximately 3 miles from the park.

**RIM TRAIL:** (yellow paint blaze) is a .9 mile trail that connects the base of the Sun Bowl Chairlift to the midway point of the Newbury Trail.

**EAGLES NEST:** (red paint blaze) is an overlook reached by a short trail off the lower portion of the Newbury Trail. It affords an excellent view of Newbury Harbor and Lake Sunapee.

**ANDREW BROOK TRAIL:** (blue paint blaze) is a 6.5 mile trail which ascends Mount Sunapee on its quiet southeastern slopes. Trail head can be found off of Mountain Road, south of Newbury Harbor off of Route 103.

Please note the Sunapee Express chair lift and Summit Lodge are open to the public on specific dates. Please visit us in the Adventure Park or call weekdays at (603)763-3500 if we can be of assistance. Security staff is normally on duty at the base of Mount Sunapee if emergency assistance is needed.

We endeavor to provide a safe and attractive environment and to preserve and protect resort resources. The necessary knowledge, skill and equipment for a safe visit are your responsibility. We hope you have an enjoyable hiking experience.

*Have a pleasant hike!*