

New Hampshire State Parks/State Forests
Volunteer Program
 172 Pembroke Road
 Concord, NH 03301

 603-271-3556



Form last updated: 06.19.17

Cooperative Maintenance Agreement

A purpose of this document is to comply with the provisions of RSA 508:17 and 216-A:3-h; which govern the immunity and indemnity of DRED volunteers, and require a documented record of current Volunteer status. It is the intent of this agreement to outline the duties, tasks, expectations, and procedures that have been agreed upon between the New Hampshire Department of Resources and Economic Development [DRED] and our valued Volunteers.

Name of Group or Organizations Mount Sunapee Resort (MSR)	Preferred Telephone Number (603) 763-3500	
Mailing Address PO Box 2021	City, State, Zip Code Newbury, NH 03255	
Organization Leader's Name(s) Jay Gamble/ Mike Dixon	E-mail address: mdixon@mountsunapee.com <input type="checkbox"/> Would you like to be added to our e-mail list?	
Organization Leader's Telephone Number(s) (603) 763-3500	Number of Adults See roster	Number of Minors (under age 18)

Name of Group or Organizations Sunapee-Ragged-Kearsarge Greenway Coalition (SRKGC)	Preferred Telephone Number See below	
Mailing Address PO Box 1684	City, State, Zip Code New London, NH 03258	
Group Leader's Name(s) Nick Baer	E-mail address: <input type="checkbox"/> Would you like to be added to our e-mail list?	
Group Leader's Telephone Number(s) 603-526-8233	Number of Adults See roster	Number of Minors (under age 18)

Permission forms shall be obtained from the parents/legal guardians of all volunteers under the age of 18.

DRED Property: Mount Sunapee State Park- Summit Trail, Province Trail	DRED Designated Property Supervisor: Mike Rutter or current Park Manager
Agreement Period: The term of this Agreement shall be from the date of DRED's signatory approval through December 31, 2019, 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 DRED. At least six (6) months prior to the end of the term, the MSR and SRKGC shall notify DRED 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 Resources and Economic Development ("DRED", "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" "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 # _____),

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 registered with the NH Department of Justice, Charitable Trust Division (Regn # _____), and is in "Good Standing" with the Secretary of State's Office (Bus. ID # _____),

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

1. This cooperative agreement recognizes the existing four season hiking trails within the Mount Sunapee Resort lease area of Mount Sunapee State Park and to authorize 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 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 Property Supervisor, 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 AWP shall be due on or before March 15th 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 prior to March 15th 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 Property Supervisor 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 Volunteer Program Manager, 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 Property Supervisor.
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 our volunteer activities. We agree for ourselves and our heirs, to release and hold harmless, the New Hampshire Department of Resources and Economic Development, 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- DRED 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

 9/11/2017 Date
Jay Gamble, General Manager
Duly Authorized

 9/11/17 Date
Mike Dixon, Patrol
Witness


SUNAPEE-RAGGED-KEARSARGE GREENWAY COALITION

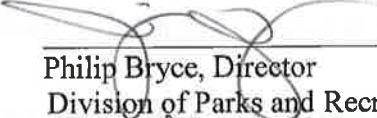
 8/25/17 Date
Nick Baer, President
Duly Authorized

 8-25-17 Date
Witness

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT**

 8/25/17 Date
Jeffrey Rose, Commissioner
Dept of Resources and Economic Development

 9/1/17 Date
Brad Simpkins, Director
Division of Forests and Lands

 9/12/17 Date
Philip Bryce, Director
Division of Parks and Recreation

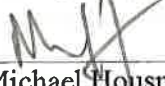
 8/28/17 Date
Michael Housman, Park Ops Supervisor
Division of Parks and Recreation

EXHIBIT A: Map

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, which states:

3. MSR and SRKGC shall, cooperatively, provide to the Department, through the Department's Designated Property Supervisor, 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 AWP shall be due on or before March 15th. 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 prior to March 15th 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.

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

B-1. PROJECTS.

MSR and SRKGC shall list all of its project improvements, construction, and maintenance activities, including but not limited to work on trails and facilities. The list of projects shall include the following information:

1. Project status, as categorized below:
 - a) Completed
 - b) Approved in previous AWP, and in process
 - c) Approved in previous AWP, but not started
 - d) New proposals
2. Type and ownership of the improvements or structures, as categorized below:
 - a) Temporary, to remain under MSR or SRKGC ownership
 - b) Fixed or permanent, to vest to DRED
3. Workforce and materials, including the details listed below:
 - a) Volunteer activities, including total number of hours, number of people, and work reports, including any volunteer group work days, events, and related projects.
 - b) Contracted activities, including total number of contracted labor, total value of contracted work, a list and the value of purchased equipment and materials.
 - c) Materials, including a list and value of purchased and donated materials.
4. Training: Specific training, licensing, and/or certification requirements necessary for the safe and proper implementation of MSR and SRKGC projects, programs and activities, including but not limited to the operation of groomers, chainsaws, vehicles, OHRVs, tractors, and the implementation of programs or services for children.

5. Closure: Any and all requested restrictions or closures of Department lands, facilities, or trails to the general public that may be necessary to accomplish or complete MSR and SRKGC projects.
6. General trail maintenance: MSR and SRKGC are authorized to conduct general trail maintenance within the Property throughout the year, provided that such work is requested by or approved through the Designated Property Supervisor or the AWP. "General Trail Maintenance" activities may include clearing trail of downed limbs, branches, or debris, removing litter, cleaning out and maintaining existing drainage structures, "brushing- in" or barricading bootlegged sections of trail, building or repairing stone or wooden trail structures, such as water bars, stairs, and bridging, and applying new paint to painted trail blazes when permitted. MSR and SRKGC shall follow trail maintenance guidelines and best practices supplied by the Department. Actual trail work days and events shall be reported in each subsequent AWP or through submission of a Work Log Report to the Department's Volunteer Program Manager.

B-2. OPERATIONS, EVENTS & ACTIVITIES.

MSR and SRKGC shall summarize its actual and proposed operations, events, and all other activities held at the Property related to the maintenance of the trail. The report shall include, but is not limited to:

1. List of anticipated trail work days, including
 - a) Dates and times;
 - b) Brief description of the tasks;
 - c) Special considerations, e.g. Department staff assistance or resources/materials requested to be provided by the Department
2. Grants and sponsorship initiatives;
3. Emergency, accident or incident reports;
4. Any other pertinent activities and noteworthy items.

B-3. OTHER MATTERS.

1. Proof of insurance, if required in the Agreement.
2. Signage requiring Department approval.
3. A Group Roster, including
 - a) A list of members or staff regularly working or volunteering in the Property;
 - b) A list of officers and their responsibilities;

The Department's Field Contact and Designated Property Supervisor shall be notified of changes or updates to the Roster during the year.

4. Organizational status with the Secretary of State's Office and the Attorney General's Office of Charitable Trusts (as applicable), including but not limited to compliance with registration and annual reporting requirements.