

Cooperative Agreement
(Activity Manager – Backcountry Skiing)
Between the Planning Board of the Town of Randolph, NH
And
Granite Backcountry Alliance

This Cooperative Agreement (CA) is made and entered into between the Randolph Planning Board, on behalf of itself and the Randolph Forest Commission (collectively referred to hereafter as the “Town”) and Granite Backcountry Alliance (referred to hereafter as “GBA”) and its successors in interest.

Acting in accordance with the provisions of Article 9.08 of the Randolph Town Forest Ordinance the Town designates GBA to be the Activity Manager for the sport of Backcountry Skiing on the Randolph Community Forest (RCF) and further designates an area of roughly 75 acres, lying on south-facing slopes between and below Mounts Crescent and Randolph (hereinafter referred to as the “Glade”) to be made available for backcountry skiing in winter months, whenever timber harvesting activities involving the Glade are not in progress. [See appendix for detailed delineation of the Glade.]

The **Purpose** of this CA is to set forth the understanding between the Town and GBA with regard to the use of the Glade for backcountry skiing. Backcountry skiing is a refinement of traditional cross-country skiing, which is allowed everywhere on the RCF as a reserved right per the conservation easement is defined as an activity which takes place in an area which has not been developed as a recognized ski area, but which has been subjected to minor brushing out for the purpose of creating openings roughly 15’ to 30’ in width for skiing through and around trees.

The Conservation Easement covering the RCF authorizes the Town to pursue forest management activities which conserve productive forest land, promote and improve wildlife habitat and encourage low impact

forms of outdoor recreation. It is the intent of this CA that the Glade will continue to be managed for these three purposes. Openings for skiing will be created in such a way as to protect and preserve the productive tree growth in the Glade, will provide open space for wildlife habitat and will enable backcountry skiers to enjoy the woodland experience.

Responsibilities of the Town.

The Town undertakes:

To set aside the Glade for winter use as a backcountry skiing site, unless access is restricted or prohibited because the area is involved in active timber harvesting;

To provide notice to GBA by May 1st of any year in which a timber harvest is scheduled involving the Glade, or part thereof or an access route to the Glade;

To maintain the Randolph Hill parking lot; and

To make the Town Forester available to GDA for consultation in connection with the maintenance of the Glade as a backcountry skiing site.

Responsibilities of GBA.

GBA undertakes:

To participate in the ecological management of the Area by consulting with the RFC Forester, and if necessary the RFC, before clearing openings or undertaking any other activities involving the manipulation of vegetation so that tree productivity will be protected, soil erosion prevented and the natural environment preserved;

To monitor the condition and use of ecologically fragile portions of the Glade or of areas adjacent to it to ensure that the purposes of the easement over the RCF are not degraded or diminished and to report to the Town any apparent problems;

To establish, publish, and implement reasonable rules for skiing in the Glade to ensure that the backcountry skiing experience is not attenuated by overuse or careless users;

To recommend that groups of skiers be limited to ten persons and to use restraint in publicizing the opportunity offered by the Glade with the aim of preventing overuse; and

To design, create, and maintain, by itself or through contracts with other entities, the temporary openings needed for skiing through the Glade, including provision of the labor (employees, independent contractors, or volunteers) required at such times, and with such insurance cover, as may be agreed between GBA and the Town; and
To insure all activities associated with the Glade backcountry ski trail design, construction, and maintenance remain compliant with the terms of the conservation easement at all times.

Mutual Agreements.

It is agreed by the Town and GBA that:

The Glade will continue to be managed in accordance with *Best Management Practices* as prescribed by the Conservation Easement which covers the RCF;

To the extent consistent with those practices, GBA may create and maintain openings for backcountry skiing. Such openings, used only in winter months, shall not be constituted as permanent trails and may be subject to change from winter to winter;

GBA may use the RCF parking lot at the top of Randolph Hill Road and the Carleton Notch Trail for access to the Glade and may create other access routes within the Glade, as authorized by this CA;

In the process of creating openings, GBA and persons working on its behalf may remove blow-downs and understory shrubs, remove, thin and trim vegetation and saplings of four inches in diameter or less;

Larger trees may be removed, but only with prior approval from the Town or its designated representative;

Wherever vegetation of any type is to be removed, emphasis must be on stems that are poorly formed, show signs of disease and/or insect affliction or are otherwise ecologically impaired; and

Patches or islands of vegetation will be preserved between skiable openings to help maintain uneven aged conditions, provide for future regeneration to increase the stands' resiliency and decrease their susceptibility to wind, disease and insect affliction, and to maintain wildlife habitat.

Implementation Agreements

In carrying out this CA it is mutually agreed that:

GBA will make periodic reports to the Town providing an account of past activities and a schedule of future ones;

Nothing herein shall be construed as obligating the Town to expend money, or to contract an obligation for the future expenditure of money;

Either party may terminate the CA for any reason with six month's written notice to the other, notices to the Town to be addressed to the RFC at Town Hall, 130 Durand Road, Randolph, NH 03593 and notices to GBA addressed to GBA at _____.

IN WITNESS WHEREOF, the parties hereto have executed the CA as of the last date written below.

----- John Scarinza, Chairman Randolph Planning Board For The Town of Randolph	----- Date	----- For GBA	----- Date
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