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STATE OF NEW HAMPSHIRE  
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT  
DIVISION of PARKS and RECREATION  
**BUREAU OF TRAILS**

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November 17, 2014

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Executive Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Resources and Economic Development, Division of Parks and Recreation, Bureau of Trails to enter into Grant-in-Aid Trail Maintenance Contracts (Winter Trail Grooming) with the Snowmobile Clubs shown in the attachment for a total amount of \$1,665,684.39 upon Governor and Executive Council approval through May 31, 2015. 100% OHRV and Snowmobile Fund

Funding is available in account titled, Grants-in-Aid - Snow, as follows:

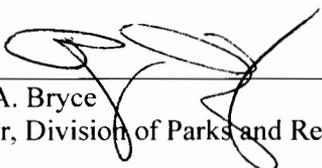
	<b><u>FY 2015</u></b>
03-35-35-351510-35560000-075-500590 Grants Subsidies and Relief	\$1,665,684.39

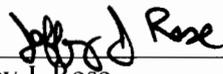
**EXPLANATION**

The Department's authority to enter into Grant-in-Aid contracts with non-profit snowmobile clubs is outlined in RSA 215-C:39, VII(b). These contracts aid the clubs in the grooming of snowmobile trails. The Attorney General's office has approved the attached sample contract as to form and substance, and will approve the actual contracts as to execution. Copies of these contracts will be available at the Department's Bureau of Trails.

Even though some of these contracts are under the \$25,000 limit established by the Governor and Executive Council, the Department of Administrative Services has informed us that because we anticipate using these contractors again in the same fiscal year and the cumulative total of these and subsequent contracts may exceed the \$25,000 limit, we need to seek your approval.

Respectfully submitted,

  
Philip A. Bryce  
Director, Division of Parks and Recreation

  
Jeffrey J. Rose  
Commissioner, Department of Resources  
And Economic Development

Attachments  
PAB/CG/lam



<b>CLUB NAME</b>	<b>VENDOR CODE</b>	<b>GRANT #</b>	<b>GROOMING 3556</b>
Alexandria Ledge Climbers	156580	GRO 2014/15-01	\$12,600.00
Andover SMC	155686	GRO 2014/15-02	\$14,809.10
Asquamchumaukee Valley SMC	166527	GRO 2014/15-03	\$9,436.80
Baker River Valley	157505	GRO 2014/15-04	\$30,112.50
Barrington Sno Goers	162239	GRO 2014/15-05	\$2,986.55
Bee Hole Beavers	151009	GRO 2014/15-06	\$3,514.00
Belknap Snowmobilers	167120	GRO 2014/15-07	\$16,800.00
Belmont Bogie Busters	158105	GRO 2014/15-08	\$8,876.07
Blow-Me-Down Snowriders	167138	GRO 2014/15-09	\$7,295.40
Blue Mountain Snow Dusters O.R.C., Inc.	155047	GRO 2014/15-10	\$12,592.65
Border Riders of Pelham SMC	157608	GRO 2014/15-11	\$3,338.30
Bow Pioneers	155714	GRO 2014/15-12	\$6,894.30
Bridgewater Mountain SMC	165203	GRO 2014/15-13	\$17,850.00
Brookline Icebreakers #515	159225	GRO 2014/15-14	\$2,371.95
Bruhawachet Sno-Trackers, Inc.	158042	GRO 2014/15-15	\$4,111.10
Central NH SMC	159440	GRO 2014/15-16	\$33,623.96
Chesterfield Snowmobilers	156030	GRO 2014/15-17	\$1,669.15
Colebrook Ski Bees	155789	GRO 2014/15-18	\$91,568.85
Contoocook Sno Mads	160093	GRO 2014/15-19	\$2,767.10
Crescent Lake	155028	GRO 2014/15-20	\$7,737.40
Crotched Mountain Ridge Runners, Inc.	155028	GRO 2014/15-21	\$1,757.00
Connecticut Valley SMC	160093	GRO 2014/15-22	\$15,248.50
Dalton Ridge Runners	162647	GRO 2014/15-23	\$15,275.90
Derry Pathfinders	155677	GRO 2014/15-24	\$6,348.00
Evergreen Valley SMC	157702	GRO 2014/15-25	\$17,920.00
Exeter Snow Hounds	160090	GRO 2014/15-26	\$1,581.30
Fort Mountain Trail Winders	218495	GRO 2014/15-27	\$4,055.10
Gilmanton	158532	GRO 2014/15-28	\$13,860.00
Great Bay Sno Rollers	160087	GRO 2014/15-29	\$1,932.70
Groveton Trailblazers	155466	GRO 2014/15-30	\$57,029.50
Hardy Country	158846	GRO 2014/15-31	\$28,564.25
Henniker Trail Travelers	158004	GRO 2014/15-32	\$8,188.60
Hidden Valley Sno-Riders	158266	GRO 2014/15-33	\$13,002.30
Hooper Hill Hoppers	167099	GRO 2014/15-34	\$9,454.20
Jefferson Highlanders	154753	GRO 2014/15-35	\$7,980.00
Kearsarge Mountaineers	216877	GRO 2014/15-36	\$737.94
Kearsarge Trail Snails	166621	GRO 2014/15-37	\$15,017.10
Keene Sno-Riders	156555	GRO 2014/15-38	\$6,253.10
Lake Sunapee SMC	156464	GRO 2014/15-39	\$13,146.00
Lakes Region SMC	156591	GRO 2014/15-40	\$14,230.45
Lancaster Snow Drifters	167152	GRO 2014/15-41	\$22,666.95
Lee Sno-Travelers	158634	GRO 2014/15-42	\$1,089.20
Lisbon Stump Jumpers	159132	GRO 2014/15-43	\$18,694.00
Little Monadnock Family Trails	160098	GRO 2014/15-44	\$8,810.30
Littleton Off-Road Riders	156202	GRO 2014/15-45	\$15,330.00
Lyme-Pinnacle SMC	155363	GRO 2014/15-46	\$17,029.76
Mascoma Valley Snow Travelers	155276	GRO 2014/15-47	\$7,845.81
Milan All Weather Riders	158181	GRO 2014/15-48	\$32,341.23

<b>CLUB NAME</b>	<b>VENDOR CODE</b>	<b>GRANT #</b>	<b>GROOMING 3556</b>
Mohawk Trail Riders	157400	GRO 2014/15-49	\$8,425.97
Monadnock Sno-Moles	154989	GRO 2014/15-50	\$12,464.86
Monadnock Trail Breakers Club	172444	GRO 2014/15-51	\$6,427.41
Monroe Bumper Humpers SMC	156040	GRO 2014/15-52	\$2,020.50
Moultonboro SMC	155388	GRO 2014/15-53	\$15,870.00
Mount Agassiz Trail Association	156956	GRO 2014/15-54	\$12,600.00
Mount Cardigan SMC	157481	GRO 2014/15-55	\$20,756.75
Mount Major SMC	157481	GRO 2014/15-56	\$14,952.00
Mountain Meadow Riders	153247	GRO 2014/15-57	\$15,584.15
Newfields Sno-Raiders	154015	GRO 2014/15-58	\$8,560.00
NH Sno-Shakers SMC	155768	GRO 2014/15-59	\$8,150.20
NH Trail Dawgs	157755	GRO 2014/15-60	\$9,233.56
Nightriders, Inc.	157696	GRO 2014/15-61	\$9,997.31
Nor'Easters SMC	159261	GRO 2014/15-62	\$5,819.67
Northwood Crank Pullers SMC	160088	GRO 2014/15-63	\$10,953.72
Old #4 Rod, Gun & SMC	157049	GRO 2014/15-64	\$5,466.82
Ossipee Valley SMC	157580	GRO 2014/15-65	\$17,668.22
Pemigewasset Valley SMC	154548	GRO 2014/15-66	\$9,030.00
Pisgah Mountain Trail Riders	158314	GRO 2014/15-67	\$4,390.13
Pittsburg Ridge Runners SMC, Inc.	155767	GRO 2014/15-68	\$129,969.25
Powder Mill SMC, Inc.	157604	GRO 2014/15-69	\$25,950.00
Presidential Range Riders	154829	GRO 2014/15-70	\$19,950.00
Sandwich Sidehillers Winter Trail Club	158556	GRO 2014/15-71	\$4,273.64
Scrub Oak Scramblers	155667	GRO 2014/15-72	\$24,997.63
Seven Lakes SMC	156230	GRO 2014/15-73	\$25,200.00
Shugah Valley Snow Riders, Inc.	167153	GRO 2014/15-74	\$10,080.00
Sno-Streakers SMC, Inc.	155759	GRO 2014/15-75	\$7,579.25
Snoward Bound SMC	167067	GRO 2014/15-76	\$6,513.75
Snowdrifters SMC	166360	GRO 2014/15-77	\$13,440.00
Southern NH Snow Slickers	160097	GRO 2014/15-78	\$27,042.65
Southern NH Trailblazers	167086	GRO 2014/15-79	\$5,538.00
Squam Trail-Busters SMC, Inc.	156286	GRO 2014/15-80	\$14,692.51
Stoddard Rock-Hoppers SMC	162320	GRO 2014/15-81	\$4,375.80
Strafford Swamp Stompers	154983	GRO 2014/15-82	\$2,997.37
Stratford Nighthawks	166666	GRO 2014/15-83	\$24,545.00
Suncook Valley Sno-Riders	160085	GRO 2014/15-84	\$12,468.10
Sutton Ridgerunners	155754	GRO 2014/15-85	\$2,494.94
Swift Diamond Riders	157214	GRO 2014/15-86	\$84,218.50
T-N Arch Trail Travelers, Inc.	158467	GRO 2014/15-87	\$11,726.40
Town Line Trail Dusters, Inc.	155088	GRO 2014/15-88	\$10,991.95
Tri-Town Trail Blazers, Inc.	156693	GRO 2014/15-89	\$7,412.34
Twin Mountain SMC, Inc.	155766	GRO 2014/15-90	\$26,880.00
Twin Ridge Mountaineers SMC, Inc.	167158	GRO 2014/15-91	\$16,489.34
Twin State Trailbusters	156563	GRO 2014/15-92	\$13,212.00
Umbagog Snowmobile Association	166541	GRO 2014/15-93	\$88,732.50
Uncanoonuc Mountaineers	167151	GRO 2014/15-94	\$1,335.32
Washington Snow Riders, Inc.	155994	GRO 2014/15-95	\$8,074.50
Waumbek Methna SMC	155257	GRO 2014/15-96	\$34,749.70

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Weare Winter Wanderers SMC	157308	GRO 2014/15-97	\$17,952.29
Westmoreland Sno-Belters	157524	GRO 2014/15-98	\$5,008.60
White Mountain Ridge Runners	155135	GRO 2014/15-99	\$46,939.97
White Mountain SMC	156042	GRO 2014/15-100	\$14,696.50
White Mountain Trail Club	157733	GRO 2014/15-101	\$17,958.75
Whitefield Sno-Kings	157549	GRO 2014/15-102	\$5,880.00
Wilton-Lyndeborough	156747	GRO 2014/15-103	\$6,080.45
Winchester Trail Riders, Inc.	157791	GRO 2014/15-104	\$7,441.75
Wolfeboro SMC	158906	GRO 2014/15-105	\$13,080.00

**TOTAL: \$1,665,684.39**





SAMPLE

State of New Hampshire  
Department of Resources and Economic Development  
Division of Parks and Recreation  
Bureau of Trails

GRANT IN AID AGREEMENT

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2014, between the STATE OF NEW HAMPSHIRE, acting by and through the Commissioner of the Department of Resources and Economic Development; Division of Parks and Recreation; Bureau of Trails, hereinafter referred to as the "State", and the «Org», a non-profit incorporated snowmobile club, hereinafter referred to as the "Club", with a principal place of business in «Location».

WHEREAS, the Club desires to maintain a public snowmobile trail system in accordance with grant number «Grant\_», and;

WHEREAS, by the Laws of New Hampshire, RSA 215-C, the Legislature has authorized funds to the Bureau of Trails for Grant In Aid to snowmobile clubs;

NOW, THEREFORE, IT IS AGREED between the parties hereto:

1. The State agrees to reimburse the Club in accordance with application rules of RES 8404, subject to the following terms and conditions; however, should snowmobile registrations fall short of the projected numbers by the State, all grants shall be reduced by the amount in proportion to the reduction in Bureau income.
2. The Club agrees to groom approved snowmobile trails and/or plow approved parking lots in accordance with their Approved Application (information submitted therewith). Furthermore, the Club agrees to comply with all Federal, State, and local laws, rules, and regulations which are now, or in the future may become, applicable to the project.
3. This Agreement, and the obligations of the parties hereunder, shall become effective upon Governor and Council approval. The term of this Agreement shall run from the commencement date through May 31, 2015.
4. The maximum amount of funds available to the Club pursuant to this Agreement shall be «Grant\_Total». It is further understood and agreed that the Club shall only be reimbursed on the basis of actual costs incurred, and that the State's determination of eligible and approved costs shall be final in all cases. The club shall submit invoices for actual costs incurred in the plowing of approved parking lots, along with a receipt from the vendor; grooming of approved trails, along with one completed (1) grooming log for each grooming event. Grooming logs must be legible, completed in full, and signed. Receipts shall include the club's name, the vendor's name, the dates plowing occurred, the name of the parking lot plowed, and the amount paid by the club.
  - a. **FIRST PAYMENT**; upon receipt of an invoice thirty (30) days after commencement of the project, the State agrees to pay the Club percentages as applicable, deemed eligible and approved.

- b. SUBSEQUENT PAYMENTS; each successive thirty (30) days after the first payment, the Club shall submit logs evidencing acceptable costs. If the costs are deemed eligible and approved, the State agrees to pay the club appropriate percentages. Said payments shall continue to be made until authorized reimbursements for the total costs of said grooming have been made, on the condition that invoices are submitted within the project period.
  - c. NOTWITHSTANDING anything to the contrary contained herein, it is understood and agreed that all payments of all sums by the State hereunder are contingent upon availability and continued appropriation of State funds, and, if for any reason whatsoever, such funds shall be terminated or reduced or otherwise become unavailable, the State may terminate this Agreement in whole or part immediately.
5. The Club shall not amend, revise, or change the approved application or work plan without the written consent of the Bureau.
6. The following event(s) shall result in the termination of the Agreement at the election of the State:
- a. In the event that the owner(s) of the land on which the trail system is developed withdraw permission for the use of said land while the Club's grant is in effect, the Agreement will be void and no further payments will be made hereunder by the State, unless the State determines that an alternative route is available to keep the trail network intact.
  - b. Except as provided in (i) and (ii) below, equipment purchased through the Grant-In-Aid Program shall not be sold by any political subdivision or Club.
    - i. Equipment purchased through the Grant In Aid Program may be sold or traded by political subdivisions or Clubs if the equipment being sold or traded is part of a new Grant In Aid project; or
    - ii. Equipment may be sold outright by a political subdivision or club that will no longer provide services on trails used by the general public, provided that receipts from the sale shall be returned to the Bureau in the same proportion as originally funded by the Bureau.
  - c. Any payments allotted, but not applied for by the Club by the project termination date, shall lapse and remain in the Bureau's Grant In Aid fund.
  - d. Any failure by the Club to abide by, or carry out, any of the terms and conditions of this Agreement shall, at the discretion of the Bureau, result in termination of the Agreement, if, after notice to the Club, said default is not remedied within ten (10) days. In the event of terminating, no further payments shall be made by the State.
7. The Club covenants to indemnify and hold harmless the State from and against any and all losses suffered by the State, and any and all claims, liabilities or penalties asserted against the State, by or on behalf of any person on account of, based in, resulting from, arising out of (or which may be claimed to have arisen out of), the acts or omissions of the Club.

NOTWITHSTANDING THE FOREGOING, nothing herein contained shall be deemed to constitute a waiver of the Sovereign Immunity of the State. This covenant shall survive the termination of the Agreement.

8. The Club agrees to submit to all requested inspections and audits by State officials which relate to the services and payments under this Agreement.
9. The Club agrees not to subcontract any of the services to be performed hereunder and shall not assign or otherwise transfer any interest in this Agreement without the prior written consent of the State.
10. This Agreement may be modified, waived, or discharged only by an instrument signed by the parties hereto.
11. It is understood and agreed by the parties hereto that in the performance of the Agreement and the services hereunder, the Club and its servants and employees are in all respects independent contractors and shall neither be determined to be employed nor agents of the State, nor be entitled to any benefits, worker's compensation or emoluments provided by the State to its employees.

## **SPECIAL PROVISIONS**

1. Equipment purchased through the Grant In Aid Program shall be required to display (at locations designated by the Bureau) at least one (1), but not more than two (2), decals indicating that the equipment has been partially funded by this program. Decals shall be provided by the Bureau.
2. Equipment purchased through the Grant In Aid Program shall be maintained in good mechanical condition.
3. Clubs receiving Grant In Aid funds for equipment to be used for grooming shall be required to use and maintain a grooming and maintenance log, provided by the Bureau. One copy of each entry made in the log shall be submitted with the monthly invoices.
4. **OPERATIONAL HOUR METERS ARE REQUIRED** on 51 to 80 horsepower machines, 81 to 100 horsepower machines, and machines over 100 horsepower. These machines fall into the number 3, 4, and 5 categories on the grooming machine list.
5. Between December 15<sup>th</sup> and January 1<sup>st</sup>, there must be eight inches (8") of continuous snow on the ground before grooming operations by clubs can commence and be eligible for Grant In Aid grooming funding.
6. Grooming billing forms/invoices for the preceding month's activities, with appropriate attachments, must arrive in the Bureau of Trails office by the 10<sup>th</sup> of the month for processing.
7. Periodic inspections of purchased equipment and or trail construction, grooming, signing, and groomer logs shall be made by Bureau officials or designees at any time.
8. The State of New Hampshire shall retain an interest in the form of a lien on any and all equipment purchased through the Grant In Aid Program for the life of the equipment.
9. All approved parking facilities shall only be signed with appropriate signs provided by the Bureau of Trails obtained through the Grant In Aid Program.

