



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

**BUREAU of TRAILS**

172 Pembroke Road Concord, New Hampshire 03301  
Phone: (603) 271-3254 Fax: (603) 271-3553 E-Mail: nhtrails@dnrcr.nh.gov  
Web: www.nhtrails.org

November 18, 2020

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

**REQUESTED ACTION**

Authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation, Bureau of Trails to amend the Recreational Trails Program Grants with the 4 organizations listed below by extending the grant end date from December 31, 2020 to August 31, 2021 effective upon Governor and Executive Council approval. No additional funding is involved with these grant extensions. The original grants were approved by the Governor and Executive Council on June 24, 2020, Item #116. 100% Federal Funds.

<u>Organization</u>	<u>Vendor Code</u>	<u>Grant Amount</u>
Bow Pioneers Snowmobile Club	155714	\$40,135.20
Town of Milford	177503	\$78,790.00
Appalachian Mountain Club	177587	\$32,580.00
The Nature Conservancy	177785	\$80,000.00

**EXPLANATION**

Due to delays caused by the COVID-19 Pandemic, these 4 organizations are unable to complete their projects by the original grant end date of December 31, 2020.

The Recreational Trails Program is funded by the Federal Highway Administration. The purpose of the program is to allocate funds to the States for development and maintenance of recreational trails, trail education programs, and trail-related projects.

The Attorney General's office has reviewed and approved the attached grant amendments as to form, substance, and execution.

Respectfully submitted,

Concurred,

Philip A. Bryce  
Director

Sarah L. Stewart  
Commissioner

Attachments  
PAB/CG/ar

FY-20 (Project X) Recreational Trails Program Community Grants			
Grant #	Sponsor/Applicant	Vendor #	Grant Amount
20-01	Bruhawachet Sno Trackers	158042	\$15,130.00
20-02	Bruhawachet Sno Trackers	158042	\$13,680.00
20-03	Hidden Valley Sno Riders Inc.	158266	\$13,900.00
20-04	Sunset Riders ATV Club	221768	\$21,040.00
20-05	White Mountain Ridge Runners	155135	\$20,375.00
20-07	Blow me Down Snowriders	167138	\$13,680.00
20-08	Milan Trail Huggers	259557	\$79,515.13
20-09	Swift Diamond Riders	157214	\$13,200.00
20-10	Hollis Nor'Easters SMC	159261	\$15,520.00
20-11	Great North Woods Riders	159262	\$8,000.00
20-12	Great North Woods Riders	159262	\$70,150.00
20-13	Trail Dawgs SMC	157755	\$29,148.66
20-14	Southern NH Snow Slickers	167086	\$51,810.00
20-15	Central NH SMC	159440	\$30,000.00
20-16	Bow Pioneers (amended amount)	155714	\$40,135.20
20-19	City of Claremont	177373	\$23,150.00
20-20	Milford Conservation Commission	177503	\$78,790.00
20-22	Town of Durham	177383	\$80,000.00
20-29	Coos Cycling Club	317042	\$12,018.00
20-31	Appalachian Mountain Club	177587	\$32,580.00
20-32	Randolph Mountain Club	160055	\$13,719.44
20-33	The Nature Conservancy	177785	\$80,000.00

**Total for Community Projects:** \$755,541.43

Note: Bow Pioneers SMC was originally granted \$32,283.20 but their contract was amended by \$7,852.00 increase. Approved by Governor & Council meeting on 10/7/2020, item #29

EXTENSION OF CONTRACT WITH RESPECT  
TO NATIONAL RECREATIONAL TRAILS PROGRAM GRANT FUNDS

On this the 21 day of October, 2020, the Department of Natural and Cultural Resources and the Bow Pioneers Snowmobile Club, vendor code #155714, hereby mutually agree to extend their Recreational Trails Program grant contract, #20-16, in the amount of \$40,135.20, which was originally approved by the Governor and Executive Council (G&C) on June 24, 2020, item #116, and an amendment for an increase that was approved by G&C on October 7, 2020 item 29, by amending the original contract end date from December 31, 2020 to August 31, 2021.

- All other terms and conditions of this contract shall remain the same in full force and effects as originally set forth.
- This extension is subject to approval by the Governor and Executive Council.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year above written.

Mark Dube - 11-6-20  
Project Administrator/Date

Benjamin Kiniry 11/6/20  
Witness/Date

STATE OF New Hampshire  
COUNTY OF Merrimack

On this the 6<sup>th</sup> day of November, 2020, before me, Mark Dube, Project Administrator, personally appeared, known to me, (or satisfactorily proven) to be, the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal:

Notary Public Benj. K

My Commission Expires: Feb. 20, 2024

Seal:



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES

Sarah L. Stewart  
Sarah L. Stewart, Commissioner

Benjamin Kiniry 11/12/20  
Witness/Date

Approved as to form, substance and execution: Michael Haley 11/16/20  
Attorney General's Office  
Michael Haley, Attorney

Approved by Governor and Executive Council  
At the \_\_\_\_\_ meeting  
Item # \_\_\_\_\_



Bow Pioneers Snowmobile Club  
P.O. Box 1772  
Concord, NH 03302

RECEIVED  
NOV 9 2020  
DNCR

November 3, 2020

Mr. Chris Gamache  
NH Bureau of Trails  
DNCR – Parks and Recreation  
172 Pembroke Road Concord, NH 03301

Dear Chris,

I am writing to you on our follow up of the Farrington Corner Rd Trail Project. Up to now, we have cleared some hurdles with this project. However, at this point, we are running behind with the time to complete this much needed trail project. There are some factors why we are going behind. The first issue that slowed us was the permitting process and we continue to lose time with this. The Town of Bow and the planning board had concerns, which led to the EPA being contacted for a red flag. Army Corps of Engineers also contacted. After an investigation and review, this issue was dropped as nothing was found. This consumed about two months of time.

We are now moving forward with the construction permit application with the State of New Hampshire. The NH officials performed a site evaluation and had some concerns. The turtles, whorled pegenia plant, Bats, and crane mats were brought up. Crane mats for the temp bridge are already removed. All the other concerns have been addressed and currently being settled.

Due to time constraints, Bow Pioneers S.C. is asking for a time extension beyond December 31<sup>st</sup>, 2020. We are in hopes to settle this quickly and receive our permit, but we are unsure how long this permit process will take from here. The Covid 19 issue has definitely slowed us and we still hope to complete our permit process and begin construction. Weather is also a factor as we may not be able to install the bridge concrete abutments.

In closing, please allow Bow Pioneers S.C. additional time into 2021 for completion of the Farrington Corner Rd. Trail Project. Please feel free to contact me if you have any questions or concerns.

Sincerely,

Mark Dube  
Project Administrator  
Bow Pioneers Snowmobile Club

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES  
BUREAU OF TRAILS  
**RECREATIONAL TRAILS PROGRAM GRANT AGREEMENT**

This grant is, effective upon Governor and Council approval, between the State of New Hampshire, Department of Natural and Cultural Resources, through its Commissioner, hereunto duly authorized through the Division of Parks and Recreation Director, hereinafter referred to as the "STATE", and Bow Pioneers Snowmobile Club, hereinafter referred to as, the "GRANTEE".

GENERAL PURPOSE

The Grantee agrees to comply with Code of Federal Regulations (CFR) Title 23 U.S. Code § 206 – Recreational trails program. The Grantee agrees to perform, as outlined in their application, services related to trail maintenance, restoration, development, acquisition, trail-side and trail-head facilities, operation of education programs promoting safety and environmental protection, or improving access and use of trails by persons with disabilities, in accordance with the Fixing America's Surface Transportation (FAST) Act of 2015.

TERM OF GRANT

This grant, and the obligations of the parties hereunder, shall become effective upon Federal Highway Administration (FHWA) and Governor and Council approval. The term of this grant shall run from the commencement date through **December 31, 2020**, with any exceptions listed on page 4.

GRANT TOTAL

The maximum amount of funds available to the Grantee pursuant to this agreement shall be \$32,283.20. It is further understood and agreed that the Grantee 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.

It is understood and agreed that all payments of all sums by the State hereunder are contingent upon availability and continued appropriation of federal funds, and; if for any reason whatsoever, such funds shall be terminated or reduced or otherwise become unavailable, the State may terminate this grant in whole or part immediately. Any payments allotted but not applied for by the Grantee on the project termination date shall lapse.

COST SHARING PROVISIONS

The Grantee will be required to provide adequate documentation in a format that fully accounts for and certifies that the matching funds have been, in fact, incurred on the project. The Grantee has pledged a minimum of 20% of the total project cost or value; \$8,070.80, to the match requirement.

AMENDMENT

The Grantee agrees that they will not amend, revise, or change the approved application or work plan without the written consent of the State.

## PROJECT PROGRESS REPORT

The Grantee shall submit a project progress report with each request for reimbursement. The report shall outline how each expense item has been applied to the project and provide a plan for future work. Failure to do so may result in the withholding of reimbursement by the State and may also result in impacts to future grant awards. The final billing submitted must be accompanied by the final progress report stating the project is 100% complete and provide color photos detailing the completeness of project.

## SPECIAL PROVISIONS

Any equipment, steel or iron purchased with RTP funds must comply with **Buy America** requirements. Disposal of equipment in any manner shall require written authorization from the State of NH – DNCR, Bureau of Trails with approval from the FHWA. Equipment may be traded or sold by a Grantee which 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.

First billing for materials/goods & equipment purchases must be accompanied by no less than three (3) competitive vendor quotes for said equipment & goods/materials if  $\geq \$2000$ , and service agreements are  $\geq \$10,000$ .

Equipment purchased through the Recreational Trails 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.

Equipment purchased through the Recreational Trails Program shall be maintained in good mechanical condition. The FHWA, through the State of New Hampshire shall retain a permanent interest in the form of a lien on any and all equipment purchased through the Recreational Trails Program, for the life of the equipment.

## ANNUAL EQUIPMENT REPORT

An annual equipment report on the condition and location of trail equipment purchased with grant funds shall be submitted annually by **December 31, 2021, 2022, 2023 and 2024**. The Grantee agrees to retain and use any acquired equipment for intended recreational trail maintenance purposes only in perpetuity.

## REIMBURSEMENT

The State agrees to reimburse the Grantee in accordance with the application rules subject to the following terms and conditions;

1. This agreement may be modified, waived, or discharged only by an instrument signed by the parties hereto.
2. It is understood and agreed by the parties hereto, that in the performance of this grant and the services hereunder, the Grantee 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.
3. The Grantee must pay 100 percent of the cost of an item before submitting a request for reimbursement of eligible costs. The Grantee shall submit invoices for actual costs incurred. Reimbursement from the State will take approximately 60 days. Invoice indicating payment in full for the purchase of equipment must accompany billing.

- a. Billings must be within 30 days of incurring the costs.
  - b. All billings must be accompanied by proof of payment such as credit card receipts or cancelled checks (front & back).
  - c. All billing must be accompanied by a match form showing a 20 percent match has been met for the total cost of the billing until total match for project is met.
4. A request for reimbursement may not be submitted to the State for less than 25 percent of the total grant amount. The final 25 percent of the total grant amount may be withheld until the project is verified complete by the state, the federal grantor agency, or their representatives. Standard reimbursement forms will be provided by the State. All match shall be accounted for before final payment.
5. Reimbursements will be made only for items that were listed on the Project Application, and subsequent approved amendments.

#### COMPLIANCE AND CONSTRUCTION INSPECTION REPORT

Project progress inspections may be conducted by State or Federal representatives. State representatives may, at any time, inspect the project and review the Grantee's records and files. Upon notification of project completion, the State will inspect projects and prepare a written report. Recommendations for corrective actions will be made, if appropriate. A copy of the report will be sent to the Grantee. Deficiencies, if any, shall be corrected and reported, in writing to the State within twenty-one (21) days of receipt of the inspection report. Final reimbursement will not be made until deficiencies are corrected.

The Grantee agrees to submit to all requested inspections and audits by State and Federal officials which relate to the services and payments under this grant.

#### PENALTIES

1. Termination of Grant: Any failure by the Grantee to abide by or carry out any of the terms or conditions of this grant shall, at the discretion of the State, result in termination of this grant, if, after notice to the Grantee, said default is not remedied within ten (10) days. In the event of termination, no further payments shall be made by the State.
2. Denial of future RTP funds: failure to comply with any and all terms or conditions of this grant may result in denial of future RTP funds for no less than 2 years from current grant year.

#### RECORD RETENTION

All program and financial records shall be retained by the Grantee for State and Federal audit purposes and available for public inspection for a period of three (3) years after the final payment on the project.

At a minimum, the following records shall be maintained and made available for audit: invoices for purchased materials and for all design and construction costs (indicating check number and date paid on each invoice), cancelled checks or copies thereof, bid, solicitation, and procurement documents, work changes, and change orders.

#### SOVEREIGN IMMUNITY AND INDEMNIFICATION

The Grantee covenants to indemnify and hold harmless the State from, and against, any and all losses suffered by the State, and any and all claims, liability 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 Grantee. 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 grant.

RECREATIONAL TRAILS PROGRAM GRANTEE INFORMATION

Organization Name: Bow Pioneers Snowmobile Club Vendor Code: 155714

Grant #: 20-16 Grant Amount: \$32,283.20 Match Pledged: \$8,070.80

Appropriation Code  
19060000-074-500585

Contract Expiration Date  
December 31, 2020

Mark J. Dube - 4-3-20  
Grantee/Date

[Signature] 4/3/20  
Witness/Date

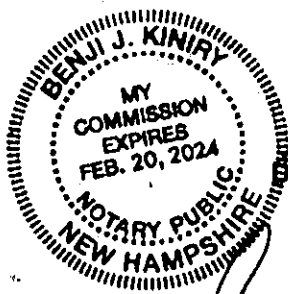
STATE OF NEW HAMPSHIRE

COUNTY OF Merri-mack

On this the 3rd day of April, 2020, before me, Mark J. Dube  
Project Administrator, appeared, known to me, (or satisfactorily proven) to be, the person  
subscribed to the within instrument, and acknowledged that they executed the same for the  
purpose therein contained.

Justice of the Peace/Notary Public Benji K

My commission expires Feb. 20, 2024 Seal:



[Signature]  
Chief, Bureau of Trails

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES

Margaret Morrison 5/26/2020  
Witness/Date

Approved as to form, substance and execution:

[Signature] 5/26/20  
Attorney General's Office

Contract expires **December 31, 2020**

Approved by Governor & Council

at the 6/24/2020 10:00 am meeting

Item# 116



EXTENSION OF CONTRACT WITH RESPECT  
TO NATIONAL RECREATIONAL TRAILS PROGRAM GRANT FUNDS

On this the 21 day of October, 2020, the Department of Natural and Cultural Resources and the Town of Milford, vendor code #177503, hereby mutually agree to extend their Recreational Trails Program grant contract, #20-20, in the amount of \$78,790.00, which was originally approved by the Governor and Executive Council on June 24, 2020, item #116, by amending the original contract end date from December 31, 2020 to August 31, 2021.

- All other terms and conditions of this contract shall remain the same in full force and effects as originally set forth.
- This extension is subject to approval by the Governor and Executive Council.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year above written.

John Shanner / 11/4/2020  
Project Administrator/Date

CSH 11.7.2020  
Witness/Date

STATE OF New Hampshire  
COUNTY OF Dorchester

On this the 4 day of October, 2020, before me, John Shanner, Project Administrator, personally appeared, known to me, (or satisfactorily proven) to be, the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal:

Notary Public Tina M. Philbrick

My Commission Expires: TINA M. PHILBRICK, Notary Public  
State of New Hampshire  
My Commission Expires September 5, 2023

Seal:

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES

Sarah L. Stewart  
Sarah L. Stewart, Commissioner

John M. Lavoie 11/16/20  
Witness/Date

Approved as to form, substance and execution: Michael Haley 11/16/20  
Attorney General's Office  
Michael Haley, Attorney

Approved by Governor and Executive Council  
At the \_\_\_\_\_ meeting  
Item # \_\_\_\_\_

## Conservation Commission

---

**From:** shelly obrien <sobrien@csigroup.com>  
**Sent:** Thursday, October 15, 2020 10:15 AM  
**To:** Conservation Commission  
**Cc:** Mike Deyermund; Macy Burns; Joe Durkin  
**Subject:** C24371 Production Schedule Update

Good Morning Chris,

Our plant is operating at less than half the typical labor workforce and due to this we are behind on many projects and have not been able to start casting yet. The mold we need to cast the tunnel is now in use until 10/23, then we will modify to the correct size and anticipate casting will begin on 10/28, we have castings scheduled through 11/12, factoring in time for curing, the anticipated delivery date would be 11/18 or 11/19.

Shelly O'Brien  
Production Coordinator  
Ext 438  
[sobrien@csigroup.com](mailto:sobrien@csigroup.com)



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(603) 249-0628  
[www.milford.nh.gov](http://www.milford.nh.gov)  
[conservation@milford.nh.gov](mailto:conservation@milford.nh.gov)

**Town of Milford**  
**CONSERVATION COMMISSION**

RECEIVED

NOV 4 2020

DNCR



October 16, 2020

Alexis Rudko  
Program Specialist  
DNCR- Parks & Rec Trails Bureau  
172 Pembroke Rd  
Concord, NH 03301

Re: Request for Extension for 2020 RTP Project # 20-20  
Milford Melendy Underpass Project

Dear Alexis,

The Milford Conservation Commission (MCC) is requesting an amendment granting an extension to the Project Agreement for the Melendy Underpass Project.

We have contracted with Concrete Systems Inc for the production and delivery of the required prefabricated concrete culvert. They originally told the MCC that the culvert would have its initial casting in "the middle of October", with delivery set for Nov 2<sup>nd</sup>. A follow-up phone call with the production coordinator on September 14 stated that the culvert casting would be "October 28". She didn't mention at that time that CSI is running late on their production queue.

After repeated unanswered phone calls/emails to them this week (w/e Friday Oct 16) they finally responded as follows:

"Good Morning Chris,

Our plant is operating at less than half the typical labor workforce and due to this we are behind on many projects and have not been able to start casting yet. The mold we need to cast the tunnel is now in use until 10/23, and then we will modify to the correct size and anticipate casting will begin on 10/28, we have castings scheduled through 11/12, factoring in time for curing, and the anticipated delivery date would be 11/18 or 11/19.

Shelly O'Brien  
Production Coordinator  
Ext 438  
[sobrien@cslgroup.com](mailto:sobrien@cslgroup.com)

The MCC is hopeful that we won't need this extension. The MCC and the Town of Milford are committed to this project. The road is closed, guard rails are removed, trees have been cut and cleared, and excavating the site begins today (Oct 16). Kevin Grasset Construction is committed to

installing the culvert and has re-arranged the subcontractors' scheduling so that the site is ready for the culvert delivery on November 20.

There will be no alteration to the proposed and approved budget, nor to the scope of the project. We are unable to create a timeline, as the operating timeline has altered twice. It is now, potentially, extending beyond the December 31, 2020 deadline. The pandemic has and continues to affect various industries in NH which then filters to the execution and completion of the Melendy Underpass Project.

We would appreciate your assistance in obtaining an extension to our Project Agreement. Given the uncertainty we like to request an extension to June 30, 2021. We will rely upon your recommendation as to a new deadline. Regardless, we intend to work diligently to keep to the contracted December 31, 2020 deadline.

Respectfully,

Chris Costantino  
Milford Conservation Commission

Attachments:  
CSI email  
Phone Call record

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES  
BUREAU OF TRAILS  
**RECREATIONAL TRAILS PROGRAM GRANT AGREEMENT**

This grant is, effective upon Governor and Council approval, between the State of New Hampshire, Department of Natural and Cultural Resources; through its Commissioner, hereunto duly authorized through the Division of Parks and Recreation Director, hereinafter referred to as the "STATE", and Town of Milford, hereinafter referred to as the "GRANTEE".

**GENERAL PURPOSE**

The Grantee agrees to comply with Code of Federal Regulations (CFR) Title 23 U.S. Code § 206 – Recreational trails program. The Grantee agrees to perform, as outlined in their application, services related to trail maintenance, restoration, development, acquisition, trail-side and trail-head facilities, operation of education programs promoting safety and environmental protection, or improving access and use of trails by persons with disabilities, in accordance with the Fixing America's Surface Transportation (FAST) Act of 2015.

**TERM OF GRANT**

This grant, and the obligations of the parties hereunder, shall become effective upon Federal Highway Administration (FHWA) and Governor and Council approval. The term of this grant shall run from the commencement date through **December 31, 2020**, with any exceptions listed on page 4.

**GRANT TOTAL**

The maximum amount of funds available to the Grantee pursuant to this agreement shall be \$78,790.00. It is further understood and agreed that the Grantee 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.

It is understood and agreed that all payments of all sums by the State hereunder are contingent upon availability and continued appropriation of federal funds, and, if for any reason whatsoever, such funds shall be terminated or reduced or otherwise become unavailable, the State may terminate this grant in whole or part immediately. Any payments allotted but not applied for by the Grantee on the project termination date shall lapse.

**COST SHARING PROVISIONS**

The Grantee will be required to provide adequate documentation in a format that fully accounts for and certifies that the matching funds have been, in fact, incurred on the project. The Grantee has pledged a minimum of 20% of the total project cost or value; \$19,697.50, to the match requirement.

**AMENDMENT**

The Grantee agrees that they will not amend, revise, or change the approved application or work plan without the written consent of the State.

## PROJECT PROGRESS REPORT

The Grantee shall submit a project progress report with each request for reimbursement. The report shall outline how each expense item has been applied to the project and provide a plan for future work. Failure to do so may result in the withholding of reimbursement by the State and may also result in impacts to future grant awards. The final billing submitted must be accompanied by the final progress report stating the project is 100% complete and provide color photos detailing the completeness of project.

## SPECIAL PROVISIONS

Any equipment, steel or iron purchased with RTP funds must comply with **Buy America** requirements. Disposal of equipment in any manner shall require written authorization from the State of NH – DNCR, Bureau of Trails with approval from the FHWA. Equipment may be traded or sold by a Grantee which 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.

First billing for materials/goods & equipment purchases must be accompanied by no less than three (3) competitive vendor quotes for said equipment & goods/materials if  $\geq$  \$2000, and service agreements are  $\geq$  \$10,000.

Equipment purchased through the Recreational Trails 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.

Equipment purchased through the Recreational Trails Program shall be maintained in good mechanical condition. The FHWA, through the State of New Hampshire shall retain a permanent interest in the form of a lien on any and all equipment purchased through the Recreational Trails Program, for the life of the equipment.

## ANNUAL EQUIPMENT REPORT

An annual equipment report on the condition and location of trail equipment purchased with grant funds shall be submitted annually by **December 31, 2021, 2022, 2023 and 2024**. The Grantee agrees to retain and use any acquired equipment for intended recreational trail maintenance purposes only in perpetuity.

## REIMBURSEMENT

The State agrees to reimburse the Grantee in accordance with the application rules subject to the following terms and conditions;

1. This agreement may be modified, waived, or discharged only by an instrument signed by the parties hereto.
2. It is understood and agreed by the parties hereto, that in the performance of this grant and the services hereunder, the Grantee 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.
3. The Grantee must pay 100 percent of the cost of an item before submitting a request for reimbursement of eligible costs. The Grantee shall submit invoices for actual costs incurred. Reimbursement from the State will take approximately 60 days. Invoice indicating payment in full for the purchase of equipment must accompany billing.

- a. Billings must be within 30 days of incurring the costs.
  - b. All billings must be accompanied by proof of payment such as credit card receipts or cancelled checks (front & back).
  - c. All billing must be accompanied by a match form showing a 20 percent match has been met for the total cost of the billing until total match for project is met.
4. A request for reimbursement may not be submitted to the State for less than 25 percent of the total grant amount. The final 25 percent of the total grant amount may be withheld until the project is verified complete by the state, the federal grantor agency, or their representatives. Standard reimbursement forms will be provided by the State. All match shall be accounted for before final payment.
5. Reimbursements will be made only for items that were listed on the Project Application and subsequent approved amendments.

#### COMPLIANCE AND CONSTRUCTION INSPECTION REPORT

Project progress inspections may be conducted by State or Federal representatives. State representatives may, at any time, inspect the project and review the Grantee's records and files. Upon notification of project completion, the State will inspect projects and prepare a written report. Recommendations for corrective actions will be made, if appropriate. A copy of the report will be sent to the Grantee. Deficiencies, if any, shall be corrected and reported, in writing to the State within twenty-one (21) days of receipt of the inspection report. Final reimbursement will not be made until deficiencies are corrected.

The Grantee agrees to submit to all requested inspections and audits by State and Federal officials which relate to the services and payments under this grant.

#### PENALTIES

1. Termination of Grant: Any failure by the Grantee to abide by or carry out any of the terms or conditions of this grant shall, at the discretion of the State, result in termination of this grant, if, after notice to the Grantee, said default is not remedied within ten (10) days. In the event of termination, no further payments shall be made by the State.
2. Denial of future RTP funds: failure to comply with any and all terms or conditions of this grant may result in denial of future RTP funds for no less than 2 years from current grant year.

#### RECORD RETENTION

All program and financial records shall be retained by the Grantee for State and Federal audit purposes and available for public inspection for a period of three (3) years after the final payment on the project.

At a minimum, the following records shall be maintained and made available for audit: invoices for purchased materials and for all design and construction costs (indicating check number and date paid on each invoice), cancelled checks or copies thereof, bid, solicitation, and procurement documents, work changes, and change orders.

#### SOVEREIGN IMMUNITY AND INDEMNIFICATION

The Grantee covenants to indemnify and hold harmless the State from, and against, any and all losses suffered by the State, and any and all claims, liability 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 Grantee. 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 grant.

**RECREATIONAL TRAILS PROGRAM GRANTEE INFORMATION**

Organization Name: Town of Milford Vendor Code: «177503»

Grant #: 20-20 Grant Amount: \$78,790.00 Match Pledged: \$19,697.50

Appropriation Code  
1906 0000-074-500585

Contract Expiration Date  
December 31, 2020

John Shannon / 4/20/20  
Grantee/Date

CEH / 4/20/20  
Witness/Date

STATE OF NEW HAMPSHIRE

COUNTY OF Hillsborough

On this the 20 day of April, 2020, before me, John Shannon,  
Project Administrator, appeared, known to me, (or satisfactorily proven) to be, the person  
subscribed to the within instrument, and acknowledged that they executed the same for the  
purpose therein contained.

Justice of the Peace/Notary Public

Tina M. Philbrick  
TINA M. PHILBRICK, Notary Public  
State of New Hampshire  
My Commission Expires September 5, 2023

Seal:

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

Chris Gaudin  
Chief, Bureau of Trails

Margaret Morrison / 5/26/2020  
Witness/Date

Approved as to form, substance and execution:

Jill Ruder / 8/28/20  
Attorney General's Office

Contract expires **December 31, 2020**

Approved by Governor & Council

at the 6/24/2020 10:00am meeting

Item# 116



EXTENSION OF CONTRACT WITH RESPECT  
TO NATIONAL RECREATIONAL TRAILS PROGRAM GRANT FUNDS

On this the 14 day of October, 2020, the Department of Natural and Cultural Resources and the Appalachian Mountain Club, vendor code #177587, hereby mutually agree to extend their Recreational Trails Program grant contract, #20-31, in the amount of \$32,580.00, which was originally approved by the Governor and Executive Council on June 24, 2020, item #116, by amending the original contract end date from December 31, 2020 to August 31, 2021.

- All other terms and conditions of this contract shall remain the same in full force and effects as originally set forth.
- This extension is subject to approval by the Governor and Executive Council.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year above written.

Andrew Norkin 10/15/20  
Project Administrator/Date

Randi L. [Signature] 10-15-20  
Witness/Date

STATE OF Maine  
COUNTY OF Oxford

On this the 15<sup>th</sup> day of October, 2020, before me, Andrew Norkin, Project Administrator, personally appeared, known to me, (or satisfactorily proven) to be, the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal:

Notary Public Stanley J. Tupas  
My Commission Expires: July 3, 2025

Seal:



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES

Sarah L. Stewart  
Sarah L. Stewart, Commissioner

[Signature] 11/12/20  
Witness/Date

Approved as to form, substance and execution: [Signature] 11/16/20  
Attorney General's Office  
Michael Haley, Attorney

Approved by Governor and Executive Council  
At the \_\_\_\_\_ meeting  
Item # \_\_\_\_\_



October 15, 2020  
Alexis Rudko  
Program Specialist  
Recreational Trails Program  
DNCR Parks and Rec. Trails Bureau  
172 Pembroke Rd.  
Concord, NH 03301

To Alexis Rudko,  
Please accept this letter as the Appalachian Mountain Club's (AMC) official request for extension of RTP Grant # 20-31. While we regret asking for an extension, the novel Coronavirus and the tremendous impacts caused by mitigating spread was the ultimate factor as to our need. It affected the size and certainty of our pro trail crew and made our usual volunteer opportunities a real challenge. To date we have not met the requirements agreed upon in the contract and would appreciate the opportunity to meet them in 2021. Below is what we have been able to achieve to date:

- 166 volunteer hours installing 15 timber and rock check steps to retain soil on the trail and 9 scree rocks to help pin structures and keep users on trail.

While we had to defer many projects for our pro trail crew from 2020 due to uncertainties about staffing, we are confident that we will be able to employ a trail crew for 2021 that can accomplish this project as well as recruiting volunteers to finish the remainder of our volunteer match. Our plan heading into the 2021 trail building season will be to start this project in early June, wrapping up our time before the August extension deadline. We will address problems areas as outlined in our work plan.

Sincerely,

Andrew Norkin  
AMC Trails and Recreation Director  
PO BOX 298  
Gorham, NH 03581

Date:

10/15/2020

RECEIVED  
OCT 23 2020  
DNCR

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES  
- BUREAU OF TRAILS  
**RECREATIONAL TRAILS PROGRAM GRANT AGREEMENT**

This grant is, effective upon Governor and Council approval, between the State of New Hampshire, Department of Natural and Cultural Resources, through its Commissioner, hereunto duly authorized through the Division of Parks and Recreation Director, hereinafter referred to as the "**STATE**", and Appalachian Mountain Club, hereinafter referred to as the "**GRANTEE**".

**GENERAL PURPOSE**

The Grantee agrees to comply with Code of Federal Regulations (CFR) Title 23 U.S. Code § 206 – Recreational trails program. The Grantee agrees to perform, as outlined in their application, services related to trail maintenance, restoration, development, acquisition, trail-side and trail-head facilities, operation of education programs promoting safety and environmental protection, or improving access and use of trails by persons with disabilities, in accordance with the Fixing America's Surface Transportation (FAST) Act of 2015.

**TERM OF GRANT**

This grant, and the obligations of the parties hereunder, shall become effective upon Federal Highway Administration (FHWA) and Governor and Council approval. The term of this grant shall run from the commencement date through **December 31, 2020**, with any exceptions listed on page 4.

**GRANT TOTAL**

The maximum amount of funds available to the Grantee pursuant to this agreement shall be \$32,580.00. It is further understood and agreed that the Grantee 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.

It is understood and agreed that all payments of all sums by the State hereunder are contingent upon availability and continued appropriation of federal funds, and, if for any reason whatsoever, such funds shall be terminated or reduced or otherwise become unavailable, the State may terminate this grant in whole or part immediately. Any payments allotted but not applied for by the Grantee on the project termination date shall lapse.

**COST SHARING PROVISIONS**

The Grantee will be required to provide adequate documentation in a format that fully accounts for and certifies that the matching funds have been, in fact, incurred on the project. The Grantee has pledged a minimum of **20%** of the total project cost or value; \$8,145.00, to the match requirement.

**AMENDMENT**

The Grantee agrees that they will not amend, revise, or change the approved application or work plan without the written consent of the State.

## PROJECT PROGRESS REPORT

The Grantee shall submit a project progress report with each request for reimbursement. The report shall outline how each expense item has been applied to the project and provide a plan for future work. Failure to do so may result in the withholding of reimbursement by the State and may also result in impacts to future grant awards. The final billing submitted must be accompanied by the final progress report stating the project is 100% complete and provide color photos detailing the completeness of project.

## SPECIAL PROVISIONS

Any equipment, steel or iron purchased with RTP funds must comply with **Buy America** requirements. Disposal of equipment in any manner shall require written authorization from the State of NH – DNCR, Bureau of Trails with approval from the FHWA. Equipment may be traded or sold by a Grantee which 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.

First billing for materials/goods & equipment purchases must be accompanied by no less than three (3) competitive vendor quotes for said equipment & goods/materials if  $\geq$  \$2000, and service agreements are  $\geq$  \$10,000.

Equipment purchased through the Recreational Trails 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.

Equipment purchased through the Recreational Trails Program shall be maintained in good mechanical condition. The FHWA, through the State of New Hampshire shall retain a permanent interest in the form of a lien on any and all equipment purchased through the Recreational Trails Program, for the life of the equipment.

## ANNUAL EQUIPMENT REPORT

An annual equipment report on the condition and location of trail equipment purchased with grant funds shall be submitted annually by **December 31, 2021, 2022, 2023 and 2024**. The Grantee agrees to retain and use any acquired equipment for intended recreational trail maintenance purposes only in perpetuity.

## REIMBURSEMENT

The State agrees to reimburse the Grantee in accordance with the application rules subject to the following terms and conditions;

1. This agreement may be modified, waived, or discharged only by an instrument signed by the parties hereto.
2. It is understood and agreed by the parties hereto, that in the performance of this grant and the services hereunder, the Grantee 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.
3. The Grantee must pay 100 percent of the cost of an item before submitting a request for reimbursement of eligible costs. The Grantee shall submit invoices for actual costs incurred. Reimbursement from the State will take approximately 60 days. Invoice indicating payment in full for the purchase of equipment must accompany billing.

- a. Billings must be within 30 days of incurring the costs.
  - b. All billings must be accompanied by proof of payment such as credit card receipts or cancelled checks (front & back).
  - c. All billing must be accompanied by a match form showing a 20 percent match has been met for the total cost of the billing until total match for project is met.
4. A request for reimbursement may not be submitted to the State for less than 25 percent of the total grant amount. The final 25 percent of the total grant amount may be withheld until the project is verified complete by the state, the federal grantor agency, or their representatives. Standard reimbursement forms will be provided by the State. All match shall be accounted for before final payment.
5. Reimbursements will be made only for items that were listed on the Project Application and subsequent approved amendments.

#### COMPLIANCE AND CONSTRUCTION INSPECTION REPORT

Project progress inspections may be conducted by State or Federal representatives. State representatives may, at any time, inspect the project and review the Grantee's records and files. Upon notification of project completion, the State will inspect projects and prepare a written report. Recommendations for corrective actions will be made, if appropriate. A copy of the report will be sent to the Grantee. Deficiencies, if any, shall be corrected and reported, in writing to the State within twenty-one (21) days of receipt of the inspection report. Final reimbursement will not be made until deficiencies are corrected.

The Grantee agrees to submit to all requested inspections and audits by State and Federal officials which relate to the services and payments under this grant.

#### PENALTIES

1. Termination of Grant: Any failure by the Grantee to abide by or carry out any of the terms or conditions of this grant shall, at the discretion of the State, result in termination of this grant, if, after notice to the Grantee, said default is not remedied within ten (10) days. In the event of termination, no further payments shall be made by the State.
2. Denial of future RTP funds: failure to comply with any and all terms or conditions of this grant may result in denial of future RTP funds for no less than 2 years from current grant year.

#### RECORD RETENTION

All program and financial records shall be retained by the Grantee for State and Federal audit purposes and available for public inspection for a period of three (3) years after the final payment on the project.

At a minimum, the following records shall be maintained and made available for audit: invoices for purchased materials and for all design and construction costs (indicating check number and date paid on each invoice), cancelled checks or copies thereof, bid, solicitation, and procurement documents, work changes, and change orders.

#### SOVEREIGN IMMUNITY AND INDEMNIFICATION

The Grantee covenants to indemnify and hold harmless the State from, and against, any and all losses suffered by the State, and any and all claims, liability 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 Grantee. 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 grant.

RECREATIONAL TRAILS PROGRAM GRANTEE INFORMATION

Organization Name: Appalachian Mountain Club Vendor Code: 177587

Grant #: 20-31 Grant Amount: \$32,580.00 Match Pledged: \$8,145.00

Appropriation Code  
1906 0000-074-500585

Contract Expiration Date  
December 31, 2020

[Signature] May 8, 2020  
Grantee/Date  
Andrew NORKIN

[Signature] 5-8-20  
Witness/Date  
RONDI L STEARNS

STATE OF NEW HAMPSHIRE Maine

COUNTY OF Oxford

On this the 8<sup>th</sup> day of May, 2020, before me, Andrew Norkin,  
Project Administrator, appeared, known to me, (or satisfactorily proven) to be, the person  
subscribed to the within instrument, and acknowledged that they executed the same for the  
purpose therein contained.

Justice of the Peace/Notary Public Stanley J. Tupas

My commission expires July 3, 2025 Seal:

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES

[Signature]  
Chief, Bureau of Trails

[Signature] 5/26/2020  
Witness/Date

Approved as to form, substance and execution:

[Signature] 5/28/20  
Attorney General's Office

Contract expires December 31, 2020

Approved by Governor & Council

at the 6/24/2020 10:00 am meeting

Item# 116

EXTENSION OF CONTRACT WITH RESPECT  
TO NATIONAL RECREATIONAL TRAILS PROGRAM GRANT FUNDS

On this the 14 day of October, 2020, the Department of Natural and Cultural Resources and the Nature Conservancy, vendor code #177785, hereby mutually agree to extend their Recreational Trails Program grant contract, #20-33, in the amount of \$80,000.00, which was originally approved by the Governor and Executive Council on June 24, 2020, item #116, by amending the original contract end date from December 31, 2020 to August 31, 2021.

- All other terms and conditions of this contract shall remain the same in full force and effects as originally set forth.
- This extension is subject to approval by the Governor and Executive Council.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year above written.

Jeff Huges 10/20/20  
Project Administrator/Date

Alfred Ellis 10/20/20  
Witness/Date

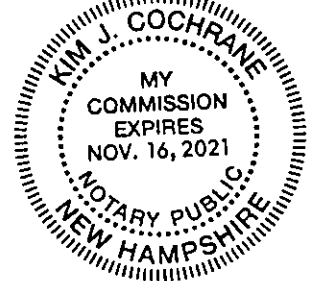
STATE OF New Hampshire  
COUNTY OF Carroll

On this the 20 day of October, 2020, before me, Jeff Huges, Project Administrator, personally appeared, known to me, (or satisfactorily proven) to be, the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal:

Notary Public Kim J. Cochrane

My Commission Expires: 11-16-2021

Seal:



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES

Sarah L. Stewart  
Sarah L. Stewart, Commissioner

Alfred Ellis 11/12/20  
Witness/Date

Approved as to form, substance and execution: [Signature] 11/16/20  
Attorney General's Office  
Michael Haley, Attorney

Approved by Governor and Executive Council  
At the \_\_\_\_\_ meeting  
Item # \_\_\_\_\_

October 13, 2020

Alexis Rudko  
Program Specialist  
Recreational Trails Program  
DNCR-Parks & Rec-Trails Bureau  
172 Pembroke Rd.  
Concord, NH 03301


Dear Alexis,

I'm writing to request an extension of our RTP grant (Grant # 20-33) through August 31<sup>st</sup>, 2021. We are requesting this extension due to numerous challenges that have been created by the ongoing global pandemic. Some of the challenges related to the pandemic have included: 1. Project management staff are working at reduced capacity as they balance childcare and other household responsibilities with work; 2. Covid-19 safety guidelines significantly encumbered the ability of project management staff to work in the field and meet with contractors; and 3. Contractor schedules and availability have been similarly impacted.

The progress that we have been able to make this past field season included: 1. Managing an RFP process for the trail build contract. We've selected Peter Jensen to manage the trail build. We're fortunate to be able to work with Peter as he's one of the leading experts in the Northeast and nationwide on the design and construction of accessible trails. Peter is available and planning to begin the project early in the 2021 field season; and 2. We plan to execute a small contract this fall to finalize the trail alignment with Peter. There are microscale adjustments that are needed to the trail alignment to account for topography and rocky areas. The work will enable us to finalize the supplies list and order the gravel and other resources that we'll need for construction.

We are confident that we can carry out the RTP funded portion of the Manchester Accessible Trail project in 2021 and meet the deadline of August 31<sup>st</sup>. As I mentioned above, Peter Jensen has scheduled the work to begin early in the field season. Barring any unforeseen circumstances, the project should move forward smoothly next summer.

Sincerely,



Jeffrey Lougee  
Director of Stewardship & Ecological Management



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES  
BUREAU OF TRAILS  
**RECREATIONAL TRAILS PROGRAM GRANT AGREEMENT**

This grant is, effective upon Governor and Council approval, between the State of New Hampshire, Department of Natural and Cultural Resources, through its Commissioner, hereunto duly authorized through the Division of Parks and Recreation Director, hereinafter referred to as the "**STATE**", and Nature Conservancy, hereinafter referred to as the "**GRANTEE**".

**GENERAL PURPOSE**

The Grantee agrees to comply with Code of Federal Regulations (CFR) Title 23 U.S. Code § 206 – Recreational trails program. The Grantee agrees to perform, as outlined in their application, services related to trail maintenance, restoration, development, acquisition, trail-side and trail-head facilities, operation of education programs promoting safety and environmental protection, or improving access and use of trails by persons with disabilities, in accordance with the Fixing America's Surface Transportation (FAST) Act of 2015.

**TERM OF GRANT**

This grant, and the obligations of the parties hereunder, shall become effective upon Federal Highway Administration (FHWA) and Governor and Council approval. The term of this grant shall run from the commencement date through **December 31, 2020**, with any exceptions listed on page 4.

**GRANT TOTAL**

The maximum amount of funds available to the Grantee pursuant to this agreement shall be \$80,000.00. It is further understood and agreed that the Grantee 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.

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**COST SHARING PROVISIONS**

The Grantee will be required to provide adequate documentation in a format that fully accounts for and certifies that the matching funds have been, in fact, incurred on the project. The Grantee has pledged a minimum of **20%** of the total project cost or value; \$20,000.00, to the match requirement.

**AMENDMENT**

The Grantee agrees that they will not amend, revise, or change the approved application or work plan without the written consent of the State.

## PROJECT PROGRESS REPORT

The Grantee shall submit a project progress report with each request for reimbursement. The report shall outline how each expense item has been applied to the project and provide a plan for future work. Failure to do so may result in the withholding of reimbursement by the State and may also result in impacts to future grant awards. The final billing submitted must be accompanied by the final progress report stating the project is 100% complete and provide color photos detailing the completeness of project.

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An annual equipment report on the condition and location of trail equipment purchased with grant funds shall be submitted annually by **December 31, 2021, 2022, 2023 and 2024**. The Grantee agrees to retain and use any acquired equipment for intended recreational trail maintenance purposes only in perpetuity.

## REIMBURSEMENT

The State agrees to reimburse the Grantee in accordance with the application rules subject to the following terms and conditions;

1. This agreement may be modified, waived, or discharged only by an instrument signed by the parties hereto.
2. It is understood and agreed by the parties hereto, that in the performance of this grant and the services hereunder, the Grantee 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.
3. The Grantee must pay 100 percent of the cost of an item before submitting a request for reimbursement of eligible costs. The Grantee shall submit invoices for actual costs incurred. Reimbursement from the State will take approximately 60 days. Invoice indicating payment in full for the purchase of equipment must accompany billing.

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The Grantee agrees to submit to all requested inspections and audits by State and Federal officials which relate to the services and payments under this grant.

#### PENALTIES

1. Termination of Grant: Any failure by the Grantee to abide by or carry out any of the terms or conditions of this grant shall, at the discretion of the State, result in termination of this grant, if, after notice to the Grantee, said default is not remedied within ten (10) days. In the event of termination, no further payments shall be made by the State.
2. Denial of future RTP funds: failure to comply with any and all terms or conditions of this grant may result in denial of future RTP funds for no less than 2 years from current grant year.

#### RECORD RETENTION

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At a minimum, the following records shall be maintained and made available for audit: invoices for purchased materials and for all design and construction costs (indicating check number and date paid on each invoice), cancelled checks or copies thereof, bid, solicitation, and procurement documents, work changes, and change orders.

#### SOVEREIGN IMMUNITY AND INDEMNIFICATION

The Grantee covenants to indemnify and hold harmless the State from, and against, any and all losses suffered by the State, and any and all claims, liability 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 Grantee. 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 grant.

**RECREATIONAL TRAILS PROGRAM GRANTEE INFORMATION**

Organization Name: The Nature Conservancy Vendor Code: 177785

Grant #: 20-33 Grant Amount: \$80,000.00 Match Pledged: \$20,000.00

Appropriation Code  
1906 0000-074-500585

Contract Expiration Date  
December 31, 2020

Jeffrey Lougee 4/22/20  
Grantee/Date

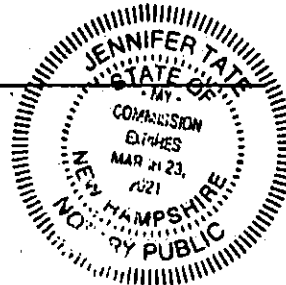
Jennifer Tate 4/22/2020  
Witness/Date

STATE OF NEW HAMPSHIRE  
COUNTY OF Carroll

On this the 22 day of April, 2020, before me, Jeffrey Lougee,  
Project Administrator, appeared, known to me, (or satisfactorily proven) to be, the person  
subscribed to the within instrument, and acknowledged that they executed the same for the  
purpose therein contained.

Justice of the Peace/Notary Public Jennifer Tate

My commission expires 3/23/2021 Seal:



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

[Signature]  
Chief, Bureau of Trails

Margaret Morrison 5/26/2020  
Witness/Date

Approved as to form, substance and execution:

Joel Butler 5/28/20  
Attorney General's Office

Contract expires **December 31, 2020**

Approved by Governor & Council

at the 6/24/2020 10:00am meeting

Item# 116