50

STATE OF NEW HAMPSHIRE
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT
DIVISION of PARKS and RECREATION
BUREAU OF TRAILS
172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856
PHONE: (603) 271-3254 FAX: (603) 271-3553 E-MAIL: nhtrails@dred.state.nh.us
WEB: www.nhtrails.org

November 13, 2013

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 $1,595,124.66 upon Governor and Executive Council approval through May 1, 2014. 100% OHRV and Snowmobile Fund

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

		FY 2014
03-35-35-351510-35560000-075-500590	Grants Subsidies and Relief	$1,595,124.66

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 of Administrative Services and this Department's Bureau of Trails.

Even though some of these contracts are under the $10,000 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 $10,000 limit, we need to seek your approval.

Respectfully submitted,

Philip A. Bryce
Director

Concurred,

Jeffrey J. Rose
Commissioner

Attachments
PAB/CG/mm

State of New Hampshire
Division of Parks and Recreation
Bureau of Trails

GRANT IN AID AGREEMENT

This Agreement is made this ___day of ____, 2013 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 **«CLUB NAME»** a non-profit incorporated Snowmobile Club, hereinafter referred to as the "Club", with a principal place of business in **«City»**

WHEREAS, the Club desires to construct/maintain a public Snowmobile trail system or purchase trail maintenance in accordance with application number **«Application Number»** and;

WHEREAS, by 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 off highway vehicle 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 construct and undertake the approved Project in accordance with the Approved Application (information submitted therewith) and the Work Plan, which documents are attached hereto as Exhibits A and B respectively, and which are incorporated by reference herein. 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 until May 01, 2014

4. The maximum amount of funds available to the Club pursuant to this agreement shall be **$ «Grant Value»** 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 determinations of eligible and approved costs shall be final in all cases.

SAMPLE

4 (continued). The club shall submit invoices for actual cost incurred in construction or maintaining the approved trail; actual costs incurred in the grooming of the approved trail along with one (1) copy of each entry made into the groomers log; actual costs incurred in the purchase of equipment, and the receipt from the vendor indicating the equipment has been delivered, which shall include name, serial number, year of manufacture, accessories, receipt and price from seller.

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 invoices 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 project have been made, on the condition that invoices are submitted with 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 withdraws permission the State to use said land while their 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 (b1) and (b2), equipment purchased through the Grant In Aid Program shall not be sold by any political subdivision or Club.

b1. 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

b2. Equipment may be sold outright by a political subdivision or Club 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.

c. Any payments allotted but not applied for by the Club on the project termination date shall lapse and remain in the Bureau's Grant In Aid Fund.

SAMPLE

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 waver 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 designated locations 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.

SAMPLE

4. **OPERATIONAL HOUR METERS ARE REQUIRED** on Class 3 , 50 to 80 horsepower machines Class 4, 81 to 100 horsepower machines, and Class 5 machines over 100 horsepower

5. Between December 15th and January 1st, there must be eight inches (8") of continuous snow on the ground before grooming operations will commence for clubs to be eligible for Grant In Aid grooming funding.

6. Grooming invoices or billing forms, with appropriate attachments, must be in the Bureau of Trails office by the 10th of the month for processing the preceding month's activities.

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 be signed only with appropriate signs provided by the Bureau of Trails obtained through the Grant in Aid Program.

SAMPLE

SNOWMOBILE CLUB INFORMATION

Club Name: «CLUB_NAME» **Vendor Code: «Vendor_Code»**

Application Number: «Application_Number»

Appropriation Code: 010--035-3556-075-0590 **Grant Value $ «Grant_Value»**

TRAIL ADMINISTRATOR, (print name) _____

Signature _____

STATE OF NEW HAMPSHIRE, County of_____

On this the ____ day of _____, 20____, before me,_____ appeared, known to me (or satisfactorily proven) to be the same person subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

Justice of the Peace / Notary Public _____

My commission expires _____ seal

STATE OF NEW HAMPSHIRE

DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT

_____ _____

Witness/ Date Supervisor, Bureau of Trails

Approved as to form, substance and execution

_____

Office of Attorney General

Expiration date May 01, 2014
Approved by Governor and Council
at the _____meeting
Item # _____

SAMPLE

Club Name		Vendor Code	Application Number	Grooming Grant
Alexandria Ledge Climbers		156580	GRO13/14-01	$13,600.00
Andover SMC		155686	GRO13/14-02	$15,219.10
Asquamchumaukee Valley SMC		166527	GRO13/14-03	$9,440.00
Baker River Valley		157505	GRO13/14-04	$30,112.50
Barrington Sno Goers		162239	GRO13/14-05	$2,586.85
Bee Hole Beavers		151009	GRO13/14-06	$3,514.00
Belknap Snowmobilers		167120	GRO13/14-07	$14,910.00
Belmont Bogie Busters		158105	GRO13/14-08	$8,877.75
Blow Me Down Snowriders		167138	GRO13/14-09	$3,935.40
Blue Mountain Snow Dusters		155047	GRO13/14-10	$12,600.00
Border Riders of Pelham		157608	GRO13/14-11	$2,284.10
Bow Pioneers		155714	GRO13/14-12	$6,066.12
Bridgewater Mountain SMC		165203	GRO13/14-13	$13,650.00
Brookline Ice Breakers		159225	GRO13/14-14	$2,196.25
Bruhawachet		158042	GRO13/14-15	$8,169.00
Central NH		159440	GRO13/14-16	$27,615.10
Chesterfield Snowmobilers		156030	GRO13/14-17	$1,669.15
Colebrook Ski Bees		155789	GRO13/14-18	$85,603.00
Contoocook Sno Mads		160093	GRO13/14-19	$2,745.05
Crescent Lake		155028	GRO13/14-20	$7,740.40
Crotched Mountain		155028	GRO13/14-21	$1,757.00
CT Valley		160093	GRO13/14-22	$15,210.00
Dalton Ridge Runners		162647	GRO13/14-23	$15,275.90
Derry Pathfinders		155677	GRO13/14-24	$6,348.00
Evergreen Valley SMC		157702	GRO13/14-25	$17,920.00
Exeter Sno Hounds		160090	GRO13/14-26	$1,581.30
Fort Mountain Trail Winders		218495	GRO13/14-27	$2,947.00
Gilmanton		158532	GRO13/14-28	$11,340.00
Great Bay Sno Rollers		160087	GRO13/14-29	$1,932.70
Groveton Trailblazers		155466	GRO13/14-30	$54,540.00
Hardy Country		158846	GRO13/14-31	$29,828.50
Henniker Trail Travelers		158004	GRO13/14-32	$8,183.80
Hidden Valley		158266	GRO13/14-33	$12,978.00
Hooper Hill Hoppers		167099	GRO13/14-34	$9,450.00
Jefferson Highlanders		154753	GRO13/14-35	$7,980.00
Kearsarge Mountaineers		216877	GRO13/14-36	$737.94
Kearsarge Trail Snails		166621	GRO13/14-37	$15,051.40
Keene Sno Riders		156555	GRO13/14-38	$6,265.35
Lake Sunapee		156464	GRO13/14-39	$13,146.35
Lakes Region		156591	GRO13/14-40	$11,960.00
Lancaster Snowdrifters		167152	GRO13/14-41	$22,693.57
Lee Sno Travelers		158634	GRO13/14-42	$1,089.20
Lisbon Stump Jumpers		159132	GRO13/14-01	$14,495.00
Little Monadnock Family Trails		160098	GRO13/14-43	$10,655.90
Littleton Off Road Riders		156202	GRO13/14-44	$16,830.00
Lyme Pinnacle		155363	GRO13/14-45	$22,490.90
Mascoma Valley Snow Travelers		155276	GRO13/14-46	$7,002.80
Milan All Weather Riders		158181	GRO13/14-47	$29,878.20

Mohawk Trail Riders	157400	GRO13/14-48	$7,601.40
Monadnock Sno Moles	154989	GRO13/14-49	$11,180.75
Monadnock Trail Breakers	172444	GRO13/14-50	$5,320.50
Monroe Bumper Humpers	156040	GRO13/14-51	$2,020.55
Moultonboro SMC	155388	GRO13/14-52	$15,120.00
Mt. Agassiz	156956	GRO13/14-53	$12,600.00
Mt. Cardigan	157481	GRO13/14-54	$18,653.25
Mt. Major	157481	GRO13/14-55	$11,340.00
Mountain Meadow Riders	153247	GRO13/14-56	$15,625.00
Newfields Sno Riders	154015	GRO13/14-57	$8,560.00
NH Sno Shakers	155768	GRO13/14-58	$8,937.00
NH Trail Dawgs	157755	GRO13/14-59	$8,400.00
Nightriders	157696	GRO13/14-60	$5,766.35
Nor'Easters	159261	GRO13/14-61	$4,473.00
Northwood Crankpullers	160088	GRO13/14-62	$10,958.00
Old #4	157049	GRO13/14-63	$5,470.00
Ossipee Valley SMC	157580	GRO13/14-64	$17,700.00
Pemi Valley	154548	GRO13/14-65	$9,030.00
Pisgah Mtn Trail Riders	158314	GRO13/14-66	$4,400.00
Pittsburg Ridge Runners	155767	GRO13/14-67	$129,964.50
Powder Mill SMC	157604	GRO13/14-68	$25,950.00
Presidential Range Riders	154829	GRO13/14-69	$19,950.00
Sandwich Sidehillers	158556	GRO13/14-70	$4,284.00
Scrub Oak Scramblers	155667	GRO13/14-71	$21,334.95
Seven Lakes	156230	GRO13/14-72	$21,000.00
Shugah Valley Snow Riders	167153	GRO13/14-73	$8,820.00
Snoward Bound	167067	GRO13/14-74	$7,357.50
Snowdrifters	166360	GRO13/14-75	$13,440.00
Snow-Streakers	155759	GRO13/14-76	$7,140.00
Southern NH Snow Slickers	160097	GRO13/14-77	$25,807.50
Southern NH Trailblazers	167086	GRO13/14-78	$5,538.00
Squam Trail Busters	156286	GRO13/14-79	$12,600.00
Stoddard Rock Hoppers	162320	GRO13/14-80	$4,375.70
Strafford Swamp Stompers	154983	GRO13/14-81	$2,277.00
Stratford Nighthawks	166666	GRO13/14-82	$19,956.00
Suncook Valley Sno Riders	160085	GRO13/14-83	$11,404.20
Sutton Ridgerunners	155754	GRO13/14-84	$1,792.14
Swift Diamond Riders	157214	GRO13/14-85	$75,040.50
T-N Arch TT	158467	GRO13/14-86	$10,080.00
Town Line Trail Dusters	155088	GRO13/14-87	$13,416.20
Tri Town Trailblazers	156693	GRO13/14-88	$7,416.00
Twin Mountain SMC	155766	GRO13/14-89	$26,880.00
Twin Ridge Mountaineers	167158	GRO13/14-90	$27,510.00
Twin State Trailbusters	156563	GRO13/14-91	$13,230.00
Umbagog Snowmobile	166541	GRO13/14-92	$87,686.91
Uncanoonuc Mountaineers	167151	GRO13/14-93	$1,335.32
Washington Snow Riders	155994	GRO13/14-94	$7,716.00
Waumbek Methna	155257	GRO13/14-95	$34,749.70
Weare Winter Wanderers	157308	GRO13/14-96	$7,801.30

Westmoreland Sno Belters	157524	GRO13/14-97	$5,028.25
White Mountain Ridge Runners	155135	GRO13/14-98	$46,972.00
White Mountain SMC	156042	GRO13/14-99	$14,700.00
White Mountain Trail Club	157733	GRO13/14-100	$14,517.00
Whitefield Sno-Kings	157549	GRO13/14-101	$5,880.00
Wilton Lyndeborough WW	156747	GRO13/14-102	$6,086.96
Winchester Trail Riders	157791	GRO13/14-103	$7,748.65
Wolfboro SMC	158906	GRO13/14-104	$13,080.00
		Total:	**$1,595,124.66**