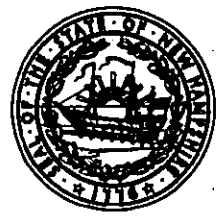


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STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
DIVISION of PARKS and RECREATION
BUREAU of TRAILS
172 Pembroke Road Concord, New Hampshire 03301
Phone: (603) 271-3254 Fax: (603) 271-3553 E-Mail: nhtrails@dncr.nh.gov
Web: www.nhtrails.org

June 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 enter into **Retroactive** Grant-In-Aid agreements with the snowmobile clubs shown in the attachment in the total amount of \$805,920.18 effective upon Governor and Executive Council approval for the period July 1, 2020 through December 31, 2020. 100% Other Funds (Transfers from Fish & Game).

Funding is available in accounts, Grant-In-Aid – Snow and Grant-In-Aid Equipment – Snow, as follows:

	<u>FY 2021</u>
03-035-035-351510-35560000-075-500590 - Grants Subsidies and Relief	\$580,751.48
03-035-035-351510-34840000075-500590 - Grants Subsidies and Relief	<u>\$225,168.70</u>
<i>Total:</i>	\$805,920.18

EXPLANATION

The Department's authority to enter into Grant-In-Aid agreements with non-profit snowmobile clubs is outlined in RSA 215-C:39, VII (b). These agreements are for aiding the clubs in the maintenance and development of snowmobile trails and the purchase and refurbishment of trail maintenance equipment. This request is **Retroactive** due to the timing of the Governor and Executive Council meeting and the clubs needing to start their trail construction projects at the beginning of the 2021 fiscal year.

Copies of these agreements are available at the Department's Bureau of Trails. The Attorney General's office has approved the attached sample agreement as to form and substance, and will approve the actual agreements as to execution.

While many of the grant agreements are not above the \$10,000 limit requiring approval by the Governor and Executive Council, there is the potential for additional grants to be awarded to these clubs during the same Fiscal Year possibly putting grantees over said limit. There are no Road Toll funds being used to support these grant agreements.

Respectfully submitted,

Concurred,

Philip A. Bryce
Director

Sarah L. Stewart
Commissioner

Grant #	Org	Vendor #	Location	Trails Maintenance	Equipment	Grant Total
C&E 2020-01	Alexandria Ledge-Climbers Snowmobile Club, The	156580	Alexandria, NH	\$7,050.00	\$0.00	\$7,050.00
C&E 2020-02	Andover Snowmobile Club, Inc.	155886	Andover, NH	\$1,505.22	\$0.00	\$1,505.22
C&E 2020-03	Asquamchumauke Valley Snowmobile Club	166527	Warren, NH	\$1,600.00	\$0.00	\$1,600.00
C&E 2020-04	Baker River Valley Snowmobile Club	157505	Wentworth, NH	\$15,710.00	\$0.00	\$15,710.00
C&E 2020-05	Blow-Me-Down Snow Riders	167138	Cornish Flat, NH	\$1,277.25	\$0.00	\$1,277.25
C&E 2020-06	Blue Mountain Snowdusters Outdoor Recreation Club Inc.	271152	Grantham, NH	\$11,550.00	\$33,750.00	\$45,300.00
C&E 2020-07	Bow Pioneers Snowmobile Club	155714	Concord, NH	\$2,321.50	\$0.00	\$2,321.50
C&E 2020-08	Bridgewater Mountain Snowmobile Club	165203	New Hampton, NH	\$31,620.00	\$0.00	\$31,620.00
C&E 2020-09	Brookline Icebreakers Snowmobile Club	159225	Brookline, NH	\$2,077.50	\$0.00	\$2,077.50
C&E 2020-10	Brutawachet Sno-Trackers, Inc.	158042	Rumney, NH	\$0.00	\$1,080.00	\$1,080.00
C&E 2020-11	Central New Hampshire Snowmobile Club	159440	Campton, NH	\$22,266.05	\$0.00	\$22,266.05
C&E 2020-12	Chesterfield Snowmobilers, Inc.	156030	Chesterfield, NH	\$6,067.20	\$0.00	\$6,067.20
C&E 2020-13	Colebrook Ski-Bees, Inc.	155789	Colebrook, NH	\$5,024.00	\$0.00	\$5,024.00
C&E 2020-14	Connecticut Valley Snowmobile Club	160093	Haverhill, NH	\$5,423.25	\$0.00	\$5,423.25
C&E 2020-15	Crescent Lake Regional Sno-Riders	155028	Claremont, NH	\$500.00	\$0.00	\$500.00
C&E 2020-16	Dalton Ridge Runners Snowmobile Club	162847	Dalton, NH	\$1,917.20	\$0.00	\$1,917.20
C&E 2020-17	Evergreen Valley Snowmobile Club Association, Inc.	157702	Milton, NH	\$7,347.20	\$0.00	\$7,347.20
C&E 2020-18	Fort Mountain Trailwinders, The	218495	Epsom, NH	\$3,560.78	\$0.00	\$3,560.78
C&E 2020-19	Gilmanton Snowmobile Association, Inc.	158532	Gilmanton, NH	\$6,098.00	\$0.00	\$6,098.00
C&E 2020-20	Groveton Trail Blazers, Inc., The	155466	Groveton, NH	\$10,519.50	\$159,000.00	\$169,519.50
C&E 2020-21	Hidden Valley Sno-Riders	158266	Marlow, NH	\$18,769.01	\$0.00	\$18,769.01
C&E 2020-22	Hollis Nor'Easters Snowmobile Club	159261	Hollis, NH	\$10,074.00	\$0.00	\$10,074.00
C&E 2020-23	Jefferson Hi-Landers, Inc., The	154753	Jefferson, NH	\$840.00	\$0.00	\$840.00
C&E 2020-24	Kearsarge Trail Snails, Inc. Snowmobile Club	166621	Warner, NH	\$4,135.12	\$0.00	\$4,135.12
C&E 2020-25	Lake Sunapee Snowmobile Club	156464	Newbury, NH	\$1,017.75	\$0.00	\$1,017.75
C&E 2020-26	Lee Sno-Travelers, Inc.	156634	Lee, NH	\$1,500.00	\$0.00	\$1,500.00
C&E 2020-27	Lisbon Stump Jumpers, Inc.	159132	Lisbon, NH	\$8,683.00	\$0.00	\$8,683.00
C&E 2020-28	Littleton Off Road Riders	156202	Littleton, NH	\$5,482.79	\$0.00	\$5,482.79
C&E 2020-29	Lyme Pinnacle SMC	155383	Lyme, NH	\$7,801.00	\$0.00	\$7,801.00
C&E 2020-30	Mascoma Valley Snow Travelers	262171	Springfield, NH	\$53,928.00	\$0.00	\$53,928.00
C&E 2020-31	Milan All Weather Riders	158181	Milan, NH	\$2,334.00	\$0.00	\$2,334.00
C&E 2020-32	Mohawk Trail Riders, Inc.	157400	Sanbornton, NH	\$8,826.00	\$0.00	\$8,826.00
C&E 2020-33	Monadnock Sno Moles	154989	Ridge, NH	\$1,800.00	\$0.00	\$1,800.00
C&E 2020-34	Monroe Bumper Humpers	156040	Monroe, NH	\$6,344.91	\$0.00	\$6,344.91
C&E 2020-35	Mount Agassiz Trail Association	156956	Bethlehem, NH	\$3,883.80	\$12,267.00	\$16,150.80
C&E 2020-36	Mount Major SMC	157731	Alton Bay, NH	\$17,505.00	\$0.00	\$17,505.00
C&E 2020-37	New Hampshire Trail Dawgs	157755	Pembroke, NH	\$4,484.64	\$4,372.30	\$8,856.94
C&E 2020-38	Ossipee Valley SC	157580	W. Ossipee, NH	\$6,566.47	\$0.00	\$6,566.47
C&E 2020-39	Pittsburg Ridge Runners Snowmobile Club, Inc.	155767	Pittsburg, NH	\$23,372.00	\$0.00	\$23,372.00
C&E 2020-40	Powdermill SMC	157604	New Durham, NH	\$8,180.00	\$0.00	\$8,180.00
C&E 2020-41	Scrub Oak Scramblers SMC	155667	Madison, NH	\$1,400.00	\$0.00	\$1,400.00
C&E 2020-42	Shugah Valley Snow Riders, Inc.	167153	Claremont, NH	\$6,960.00	\$0.00	\$6,960.00
C&E 2020-43	Sno-Streakers	155759	Meredith, NH	\$4,910.00	\$0.00	\$4,910.00
C&E 2020-44	Snoward Bound SMC	167067	Center Conway, NH	\$21,831.38	\$0.00	\$21,831.38
C&E 2020-45	Southern NH Snow Slickers, Inc.	167086	Candia, NH	\$5,788.86	\$0.00	\$5,788.86
C&E 2020-46	Southern NH Trailblazers	160067	Kingston, NH	\$22,012.50	\$0.00	\$22,012.50
C&E 2020-47	Squam Trail-Busters SC, Inc., The	156286	Holderness, NH	\$4,062.00	\$0.00	\$4,062.00
C&E 2020-48	Stratford Nighthawks SMC	166866	No. Stratford, NH	\$14,964.00	\$0.00	\$14,964.00
C&E 2020-49	Sutton Ridge Runners	155754	N. Sutton, NH	\$3,534.00	\$0.00	\$3,534.00
C&E 2020-50	Swift Diamond Riders	157214	Stewartstown, NH	\$13,048.40	\$0.00	\$13,048.40
C&E 2020-51	Twin Mountain SMC	155766	Twin Mountain, NH	\$49,070.00	\$0.00	\$49,070.00
C&E 2020-52	Twin Ridge Mountaineers SMC, Inc.	167158	Goshen, NH	\$48,165.00	\$0.00	\$48,165.00
C&E 2020-53	Umbagog Snowmobile Association	166541	Errol, NH	\$25,495.00	\$0.00	\$25,495.00
C&E 2020-54	Weare Winter Wanderers	157308	Weare, NH	\$2,511.56	\$0.00	\$2,511.56
C&E 2020-55	Westmoreland Sno-Belters	157524	Westmoreland, NH	\$2,070.93	\$0.00	\$2,070.93
C&E 2020-56	White Mountain Ridge Runners	155135	Berlin, NH	\$8,590.02	\$0.00	\$8,590.02
C&E 2020-57	White Mountain Trail Club	157733	Bartlett, NH	\$540.94	\$0.00	\$540.94
C&E 2020-58	Winchester Trail Riders, Inc.	157791	Winchester, NH	\$3,567.00	\$0.00	\$3,567.00
C&E 2020-59	Wolfeboro Snowmobile Club	266972	Wolfeboro, NH	\$3,267.75	\$14,699.40	\$17,967.15
				\$580,751.48	\$225,168.70	\$805,920.18



State of New Hampshire
Department of Natural and Cultural Resources
Division of Parks and Recreation
Bureau of Trails

GRANT-IN-AID AGREEMENT

This Agreement is made this ____ day of _____, 2020, between the STATE OF NEW HAMPSHIRE, acting by and through the Commissioner of the Department of Natural and Cultural Resources; 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 construct/maintain a public snowmobile trail system and/or purchase or recondition trail maintenance equipment, in accordance with grant number «Grant », 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 organized snowmobile clubs;

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

1. The State agrees to reimburse the Club in accordance with RES 8408, subject to the following terms and conditions; however, should snowmobile revenues fall short of the estimated amounts, grant awards shall be reduced by the amount of the revenue shortfall. If GIA revenues are insufficient to fund Projects and/or Equipment purchases or reconditions at the percentages noted in Res 8403.02, the Bureau shall have the ability to offer partial funding to a club, lower than those proportions noted in Res 8403.02, and the club may determine if they wish to accept the lower grant award.
2. The Club agrees to construct and undertake the approved Project, and/or purchase or recondition Equipment, in accordance with their Approved Application, which is incorporated by reference herein, and a copy maintained at the State. 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 and/or purchase or recondition.
3. This Agreement and the obligations of the parties hereunder, shall become effective upon Governor & Council approval, and run through December 31, 2020.
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 determinations of eligible and approved costs shall be final in all cases. The club shall submit invoices for actual costs incurred in construction or maintenance of the approved trail; actual costs incurred in the purchase or reconditioning of equipment, along with a receipt from the vendor indicating the equipment has been delivered and paid for. Said receipt shall include the Club's name, the purchase or reconditioning price, the make, model, serial number, and year of manufacture of equipment, and any accessories purchased.
 - a. **FIRST PAYMENT**; upon receipt of an invoice thirty (30) days after commencement of the Project or purchase, 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 and/or purchase or recondition have been made, on the condition that invoices are submitted within the Agreement 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. Any grant funds allotted, but not applied for by the Club by the termination date of this Agreement, shall lapse and be returned to the Grant-In-Aid Program. Any remaining balances upon Project completion and/or Equipment purchase or reconditioning shall not be used for any other purpose unless prior written permission has been received and approved by the Bureau.
6. The Club shall not amend, revise, or change the Approved Application or Work Plan without the prior written consent of the Bureau.
7. The following events 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 Project 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 and utilize awarded Project funds.
- b. Failure by the Club to comply with any of the rules governing the reimbursement of funds shall result in the non-reimbursement of any funds owed and shall cause future Grant-In-Aid requests to be denied, providing corrections are not made within 15 working days of notification of any failure of rules compliance.
8. Equipment purchased or reconditioned through the Grant-In-Aid Program shall not be sold or traded by any Club, unless it meets the provisions specified in Administrative Rule Res 8404.04, Terms of Ownership.
9. The State of New Hampshire shall retain an interest in the form of a lien on all equipment purchased or reconditioned through the Grant-In-Aid Program, and the State shall file a financing statement with the Secretary of State pursuant to RSA 382-A:9. Such lien shall be released by the State of New Hampshire when the club has met the requirements of Administrative Rules Res 8404.04 or 8404.05.
10. 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.

11. The Club agrees to submit to all requested inspections and audits by State officials which relate to the services and payments under this Agreement. Periodic inspections of purchased or reconditioned equipment, trail construction, trail signing, and equipment logs may be made by Bureau officials or designees at any time.
12. This Agreement may be modified, waived, or discharged only by an instrument signed by the parties hereto.
13. 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 or reconditioned 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. All equipment purchased or reconditioned through the Grant-In-Aid Program shall be kept in good mechanical condition. Clubs are required to maintain a *Maintenance Log*, provided by the Bureau, for each piece of equipment.
3. Clubs must maintain insurance coverage, sufficient to cover the actual cash value of any equipment purchased or reconditioned through the Grant-In-Aid Program for the term of the GIA award pursuant to Res 8404.04. The insurance policy shall name the State of New Hampshire Bureau of Trails as a certificate holder.
4. All approved parking facilities shall only be signed with appropriate signs provided by the Bureau of Trails obtained through the Grant-In-Aid Program.

SNOWMOBILE CLUB INFORMATION

Organization Name: «Org» **Vendor Code:** «Vendor_»

Appropriation Code: 010-035-3556-075-0590 Construction «Construction_»

010-035-3484-075-0590 Equipment «Equipment_»

Total Grant Value «Grant_Total»

TRAIL ADMINISTRATOR: _____
(Print Name)

(Signature)

STATE OF NEW HAMPSHIRE, County of _____

On this the ____ day of _____, 2020, 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 NATURAL AND CULTURAL RESOURCES

Chief, Bureau of Trails

Witness/Date

Approved as to form, substance and execution:

Attorney General

Agreement expiration date: December 31, 2020

Approved by Governor and Council

at the _____ meeting

Item # _____