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

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June 9, 2014

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

**REQUESTED ACTION**

Authorize the Department of Resources and Economic Development, Division of Parks and Recreation, Bureau of Trails to enter into Grant In Aid Trail Maintenance and Equipment agreements with the OHRV clubs shown in the attachment in the total amount of \$302,013.87, effective upon Governor & Council approval through May 31, 2015. 100% OHRV Fund.

Funding is available in the accounts titled, Grants-in-Aid/Wheeled and Grants-in-Aid Equipment-Wheeled as follows:

		<b><u>FY 2015</u></b>
03-35-35-351510-34860000-075-500590	Grants Subsidies and Relief	\$207,489.88
03-35-35-351510-34880000-075-500590	Grants Subsidies and Relief	\$94,523.99

**EXPLANATION**

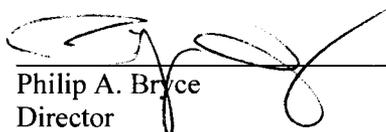
The Department's authority to enter into Grant In Aid agreements with non-profit off highway recreational clubs is outlined in RSA 215-A:23, VI(b). These agreements are for aiding the clubs in the maintenance and development of OHRV trails and the purchase and refurbishment of trail maintenance equipment.

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 some of the agreements are under the \$10,000 limit established by the Governor and Executive Council, the Department has been informed by the Department of Administrative Services that because we anticipate using these vendors again this fiscal year, and the cumulative total of these and subsequent agreements may exceed the \$10,000 limit, your approval needs to be sought.

Respectfully submitted,

Concurred,

  
Philip A. Bryce  
Director

  
Jeffery J. Rose  
Commissioner

Attachments  
PAB/CG/lm



Grant #	Org	Vendor #	Location	Construction \$	Grading \$	Equipment \$	Grant Total
C&E 2014-01	Ammonoosuc Valley ATV Club	158810	Bath, NH	\$744.92	\$1,715.00	\$0.00	\$2,459.92
C&E 2014-02	Androscoggin Valley ATV Club	159051	Berlin, NH	\$45,385.99	\$0.00	\$0.00	\$45,385.99
C&E 2014-03	Bound Tree ATV Club	166285	Contoocook, NH	\$571.48	\$274.40	\$0.00	\$845.88
C&E 2014-04	Contoocook Valley ATV Riders	219348	Henniker, NH	\$0.00	\$756.18	\$0.00	\$756.18
C&E 2014-05	Great North Woods Riders ATV Club, Inc.	159262	Pittsburg, NH	\$34,364.30	\$3,629.64	\$0.00	\$37,993.94
C&E 2014-06	Merrimack Valley Trail Riders	158070	Londonderry, NH	\$9,570.00	\$0.00	\$0.00	\$9,570.00
C&E 2014-07	Metallak ATV Club	225952	Colebrook, NH	\$19,584.69	\$659.60	\$0.00	\$20,244.29
C&E 2014-14	Millsfield ATV Club	158402	Litchfield, NH	\$38,832.50	\$7,213.50	\$0.00	\$46,046.00
C&E 2014-08	NH ATV Club	158449	Derry, NH	\$11,005.90	\$4,403.40	\$0.00	\$15,409.30
C&E 2014-09	North Country ATV Club	158451	North Stratford, NH	\$39,856.70	\$1,865.50	\$0.00	\$41,722.20
C&E 2014-10	Presidential OHRV Club	221767	Gorham, NH	\$20,157.50	\$823.20	\$0.00	\$20,980.70
C&E 2014-11	Sullivan County ATV Club	159046	Claremont, NH	\$1,050.00	\$0.00	\$0.00	\$1,050.00
C&E 2014-12	Sunset Riders ATV Club	221768	Berlin, NH	\$21,295.56	\$0.00	\$0.00	\$21,295.56
C&E 2014-14	Tri-City Trail Blazers ATV Club	165069	Gonic, NH	\$17,414.73	\$0.00	\$0.00	\$17,414.73
C&E 2014-13	Umbagog ATV Club	159288	Errol, NH	\$4,499.70	\$1,200.50	\$15,137.98	\$20,838.18
<b>TOTAL</b>							<b>\$302,013.87</b>





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

GRANT IN AID AGREEMENT

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

WHEREAS, the Club desires to construct/maintain a public OHRV trail system or purchase trail maintenance in accordance with grant number «Grant\_» and;

WHEREAS, by Laws of New Hampshire, RSA 255-A, the legislature has authorized funds to the Bureau of Trails for Grant In Aid to organized Off Highway Recreational Vehicle 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 complete 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. Further, the Club agrees to comply with all Federal, State, and local laws, rules, and regulations which are now, or in the future may become, applicable to the project.
3. This Agreement, and the obligations of the parties hereunder, shall become effective upon Governor and Council approval. The term of this Agreement shall run from the commencement date through May 31, 2015.
4. The maximum amount of funds available to the Club pursuant to this Agreement shall be «Grant\_Total». It is further understood and agreed that the Club shall only be reimbursed on the basis of actual costs incurred, and that the State's 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 grading of the approved trail, along with one (1) grading log for each grading event; actual costs incurred in the purchase of equipment, along with a receipt from the vendor indicating the equipment has been delivered and paid for. Said receipt shall include the buyer's name, the purchase 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, 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 within the project period.
- c. **NOTWITHSTANDING** anything to the contrary contained herein, it is understood and agreed that all payments of all sums by the State hereunder are contingent upon availability and continued appropriation of State funds, and, if for any reason whatsoever, such funds shall be terminated or reduced or otherwise become unavailable, the State may terminate this Agreement in whole or part immediately.
5. The Club shall not amend, revise, or change the approved application or work plan without the written consent of the Bureau.
6. The following event(s) shall result in the termination of the Agreement at the election of the State:
- In the event that the owner(s) of the land on which the trail system is developed withdraw permission for the use of said land while the Club's grant is in effect, the Agreement will be void and no further payments will be made hereunder by the State, unless the State determines that an alternative route is available to keep the trail network intact.
  - Except as provided in (i) and (ii) below, equipment purchased through the Grant-In-Aid Program shall not be sold by any political subdivision or Club.
    - 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
    - Equipment may be sold outright by a political subdivision or club that will no longer provide services on trails used by the general public, provided that the proceeds from the sale shall be returned to the Bureau in the same proportion as originally funded by the Bureau.
- Any payments allotted, but not applied for by the Club by the project termination date, shall lapse and remain in the Bureau's Grant In Aid fund.
- d. Any failure by the Club to abide by, or carry out, any of the terms and conditions of this Agreement shall, at the discretion of the Bureau, result in termination of the Agreement, if, after notice to the Club, said default is not remedied within ten (10) days. In the event of termination, no further payments shall be made by the State.
7. The Club covenants to indemnify and hold harmless the State from and against any and all losses suffered by the State, and any and all claims, liabilities or penalties asserted against the State, by or on behalf of any person on account of, based in, resulting from, arising out of (or which may be claimed to have arisen out of), the acts or omissions of the Club.

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

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

### SPECIAL PROVISIONS

1. Equipment purchased through the Grant In Aid program shall be required to display (at locations designated by the Bureau) at least one (1), but not more than two (2), decals indicating that the equipment has been partially funded by this program. Decals shall be provided by the Bureau.
2. Equipment purchased through the Grant In Aid program shall be maintained in good mechanical condition.
3. Clubs receiving Grant In Aid funds for equipment to be used for grooming shall be required to use and maintain a grooming and maintenance log, provided by the Bureau. One copy of each entry made in the log shall be submitted with the monthly invoices.
4. **OPERATIONAL HOUR REQUIREMENTS ARE REQUIRED** on any machine with 25 or more horsepower.
5. Between December 15<sup>th</sup> and January 1<sup>st</sup>, there must be eight inches (8") of continuous snow on the ground before grooming operations by clubs can commence and be eligible for Grant In Aid grooming funding.
6. Grooming billing forms/invoices for the preceding month's activities, with appropriate attachments, must arrive in the Bureau of Trails office by the 10<sup>th</sup> of the month for processing.
7. Periodic inspections of purchased equipment and or trail construction, grooming, signing, and grooming logs shall be made by Bureau officials or designees at any time.
8. The State of New Hampshire shall retain an interest in the form of a lien on any and all equipment purchased through the Grant In Aid Program for the life of the equipment.
9. All approved parking facilities shall only be signed with appropriate signs provided by the Bureau of Trails obtained through the Grant In Aid Program.

**OFF HIGHWAY RECREATIONAL VEHICLE CLUB INFORMATION**

**Organization Name:** «Org»    **Vendor Code:** «Vendor\_»

**Appropriation Code:**    010-035-3486-075-0590    Construction    «Construction\_»

010-035-3486-075-0590    Grading    «Grading\_»

010-035-3488-075-0590    Equipment    «Equipment\_»

**Total Grant Value**    «Grant\_Total»

TRAIL ADMINISTRATOR: \_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

STATE OF NEW HAMPSHIRE, County of \_\_\_\_\_

On this the \_\_\_\_ day of \_\_\_\_\_, 2014 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**

\_\_\_\_\_  
Chief, Bureau of Trails

\_\_\_\_\_  
Witness/Date

Approved, witnessed and execution: \_\_\_\_\_

\_\_\_\_\_  
Attorney General

Agreement expiration date: May 31, 2015

Approved by Governor and Council

at the \_\_\_\_\_ meeting

Item # \_\_\_\_\_