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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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Concord, New Hampshire 03301  
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May 28, 2015

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 \$348,580.73, effective upon Governor and Executive Council approval through May 31, 2016. 100% OHRV Fund

Funding in FY 2016 is contingent upon availability and continued appropriation, as follows:

	<b><u>FY 2016</u></b>
03-35-35-351510-34860000 Grant In Aid - Wheeled 075-500590 Grants Subsidies and Relief	\$274,592.35
03-35-35-351510-34880000 Grant In Aid Equipment - Wheeled 075-500590 Grants Subsidies and Relief	\$73,988.38

**EXPLANATION**

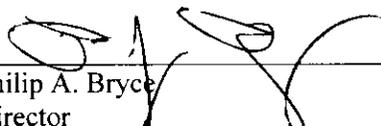
The Department's authority to enter into Grant-In-Aid agreements with non-profit off highway recreational clubs is outlined in RSA 215-A:23, VI(b). These agreements are for aiding the clubs in the maintenance and development of OHRV trails and the purchase and refurbishment of trail maintenance equipment.

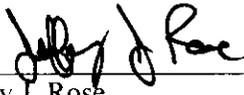
Copies of these agreements are available at the Department's Bureau of Trails. The Attorney General's office has approved the attached sample agreement as to form and substance, and will approve the actual agreements as to execution.

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



Grant #	Org	Vendor #	Location	Const 3486	Grading 3486	Equip 3488	Grant Total
C&E 2015-01	Ammonoosuc Valley ATV Club	158810	Bath, NH	\$251.45	\$1,990.80	\$1,047.00	\$3,289.25
C&E 2015-02	Androscoggin Valley ATV Club	159051	Berlin, NH	\$24,263.76	\$0.00	\$0.00	\$24,263.76
C&E 2015-03	Great North Woods Riders ATV Club, Inc.	159262	Pittsburg, NH	\$37,075.00	\$6,222.24	\$22,800.00	\$66,097.24
C&E 2015-04	Merrimack Valley Trail Riders	158070	Londonderry, NH	\$5,493.00	\$0.00	\$0.00	\$5,493.00
C&E 2015-05	Metallak ATV Club	225952	Colebrook, NH	\$13,940.00	\$4,500.00	\$8,519.98	\$26,959.98
C&E 2015-06	Milan Trail Huggers	259557	Milan, NH	\$1,588.80	\$514.50	\$0.00	\$2,103.30
C&E 2015-07	Millsfield ATV Club	158402	Litchfield, NH	\$60,888.00	\$1,103.20	\$9,941.40	\$71,932.60
C&E 2015-08	New Hampshire A.T.V. Club	158449	Derry, NH	\$31,154.00	\$2,160.50	\$30,780.00	\$64,094.50
C&E 2015-09	North Country ATV	158451	North Stratford, NH	\$35,652.50	\$2,502.50	\$0.00	\$38,155.00
C&E 2015-10	Presidential OHRV Club	221767	Gorham, NH	\$14,374.00	\$220.64	\$0.00	\$14,594.64
C&E 2015-11	Sullivan County ATV Club	159046	Claremont, NH	\$4,299.82	\$0.00	\$0.00	\$4,299.82
C&E 2015-12	Sunset Riders ATV Club	221768	Berlin, NH	\$1,440.00	\$137.90	\$0.00	\$1,577.90
C&E 2015-13	The Tri-City Trail Blazers ATV & SMC	165069	Gonic, NH	\$2,992.54	\$0.00	\$900.00	\$3,892.54
C&E 2015-14	Umbagog ATV Club	159288	Errol, NH	\$19,975.00	\$1,852.20	\$0.00	\$21,827.20
							<b>\$348,580.73</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 \_\_\_\_\_, 2015, 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 (OHRV), 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/recondition trail maintenance equipment, in accordance with grant number «Grant\_», and;

WHEREAS, by Laws of New Hampshire, RSA 215-A, the Legislature has authorized funds to the Bureau of Trails for Grant-In-Aid to organized OHRV 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 off highway vehicle registrations fall short of the estimated amounts, grant awards shall be reduced by the amount of the revenue shortfall. In the event only partial funding may be available for a Project/Purchase, below those percentages noted in 8403.02, the Bureau shall offer partial funding to a club 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, or purchase/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 or purchase.
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, 2016.
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/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/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 or purchase 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 or Equipment purchase/reconditioning shall not be used for any other purpose unless prior written permission has been received 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 this 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, this 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. Except as provided below, equipment purchased or reconditioned through the Grant-In-Aid Program shall not be sold or traded by any Club.
    - a. Equipment purchased new through the Grant-In-Aid Program may be sold or traded if said equipment has been in the possession of the Club for 7 years from the date of purchase, and has at least 3000 hours of operation; or
    - b. Equipment purchased used through the Grant-In-Aid Program may be sold or traded if said equipment has been in the possession of the Club for 5 years from the date of purchase, and has at least 1300 hours of operations; or
    - c. Equipment reconditioned through the Grant-In-Aid Program may be sold or traded if said equipment has been in the possession of the Club for 3 years from the date of reconditioning and 800 hours of operations, in addition to (a) and (b) above; or
    - d. The equipment is no longer providing grooming 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 if it does not meet (a), (b), or (c) above.

9. The State of New Hampshire shall retain an interest in the form of a lien on all equipment purchased/reconditioned through the Grant-In-Aid Program based on the appropriate corresponding time limits in (a), (b), or (c) above.
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/reconditioned equipment, trail construction, grading work, trail signing, and grading 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/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/reconditioned through the Grant-In-Aid Program shall be kept in good mechanical condition. Clubs are required to maintain a *Grading and Maintenance Log*, provided by the Bureau, for each piece of equipment.
3. Clubs must maintain insurance coverage, sufficient for replacement value of each piece of equipment purchased/reconditioned through the Grant-In-Aid Program, during the lifetime of this agreement, see section 8 above. Said insurance shall list the State of NH as a certificate holder for the timeframe of the GIA contract terms.
4. **OPERATIONAL ODOMETER OR HOUR METERS ARE REQUIRED** on Class 1 and 2 machines.
5. **OPERATIONAL HOUR METERS ARE REQUIRED** on Class 3 and 4 machines.
6. Grading Reimbursement Requests for the preceding month's activities, with appropriate *Grading Logs* attached, must arrive in the Bureau of Trails office **by the 10<sup>th</sup> of the month** for processing.
7. 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 \_\_\_\_\_, 2015, 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 as to form, substance and execution:

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

Agreement expiration date: May 31, 2016

Approved by Governor and Council

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

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