



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

YOR
55

November 4, 2019

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 (Department) to amend an existing Grant-In-Aid Agreement, C&E 2019-19, with Hardy Country Snowmobile Club, Inc. by increasing the grant amount by \$26,634.97 from \$9,865.03 to \$36,500 effective upon Governor & Executive Council approval through December 31, 2019. The original Grant-In-Aid agreement was approved by the Governor & Council on July 10, 2019, item #46. 100% Other Funds

03-035-035-351510-35560000 Grant-In-Aid - Snow
 075-500590 Grants Subsidies and Relief

FY 2020

\$26,634.97

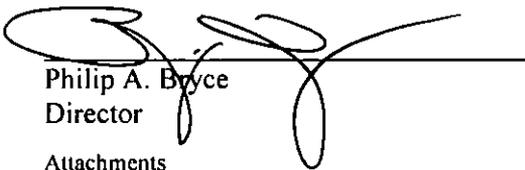
EXPLANATION

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). This amendment increase is due to significant damage of the snowmobile trails caused by heavy rains that struck the area in July. The repairs are necessary to be able to open the trails for this upcoming snowmobile season.

Respectfully submitted,

Concurred,

(C&E)


 Philip A. Bryce
 Director


 Sarah L. Stewart
 Commissioner

Attachments
 PAB/CG/lm

INCREASE OF CONTRACT WITH RESPECT
TO GRANT IN AID

On this the 29th day of Oct., 2019, the Department of Natural and Cultural Resources, Division of Parks and Recreation, Bureau of Trails, and the Hardy Country Snowmobile Club, Inc., vendor code #158846, hereby mutually agree to amend their contract, C&E 2019-19, for 2019 summer trail maintenance, which was approved by the Governor and Executive Council on July 10, 2019, item #46, with an expiration date of December 31, 2019.

1. Amend original contract amount by \$26,634.97, from \$9,865.03 to \$36,500.00.
2. Said additional funds to be paid from 010-035-3556-075-0590.
3. All other terms and conditions of this contract shall remain the same in full force and effects as originally set forth.
4. This amendment 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.

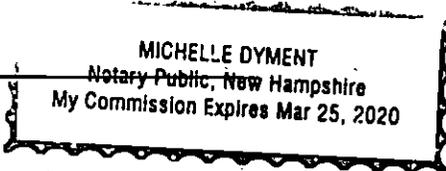
Lisa Neff Chief, Bureau of Trails Margaret Morrison 10/29/19
 Witness

[Signature] Trail Administrator [Signature] Witness

STATE OF NEW HAMPSHIRE, County of Grafton

On this the 29th day of October, 2019, before me appeared, David Lloyd, 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 [Signature]
 My commission expires March 25, 2020 seal



Approved as to form, substance and execution: [Signature] 11/1/19
 Attorney General

Agreement expiration date: December 31, 2019
 Approved by Governor and Council
 at the _____ meeting
 Item # _____

RECEIVED
 OCT 30 2019



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@dred.nh.gov
 Web: www.nhtrails.org

June 20, 2019

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 Grant-In-Aid agreements with the snowmobile clubs shown in the attachment in the total amount of \$1,295,137.51, effective upon Governor & Executive Council approval through December 31, 2019. 100% Transfers from Fish & Game.

Funding in FY 2020 is contingent upon availability and continued appropriation, as follows:

	<u>FY 2020</u>
03-35-35-351510-35560000 Grant-In-Aid - Snow	
075-500590 Grants Subsidies and Relief	\$696,741.48
03-35-35-351510-34840000 Grant-In-Aid Equipment - Snow	
075-500590 Grants Subsidies and Relief	\$598,396.03

EXPLANATION

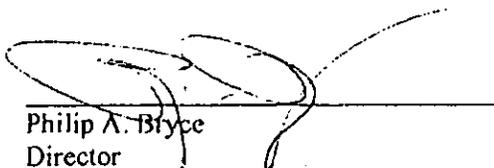
The Department's authority to enter into Grant-In-Aid agreements with non-profit snowmobile clubs is outlined in RSA 215-C:39, VII (b). These agreements are for aiding the clubs in the maintenance and development of snowmobile trails and the purchase and refurbishment of trail maintenance equipment.

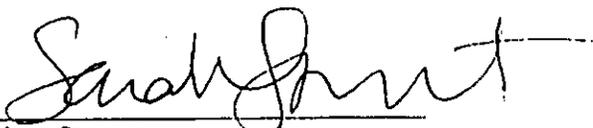
Copies of these agreements are available at the Department's Bureau of Trails. The Attorney General's office has approved the attached sample agreement as to form and substance, and will approve the actual agreements as to execution.

While many of the grant agreements are not above the \$25,000 limit requiring approval by the Governor and Executive Council, because there is the potential for additional grants to be awarded to these clubs through the Department during the same Fiscal Year, possibly putting grantees over said limit, full disclosure of the attached grantee list is warranted.

Respectfully submitted,

Concurred, 


 Philip A. Bryce
 Director


 Sarah L. Stewart
 Commissioner

Attachments
 PAB/CG/lm

Grant #	Org	Vendor #	Location	Construction \$	Equipment \$	Grant Total
C&E 2019-01	Alexandria Ledge-Climbers Snowmobile Club, The	156580	Alexandria, NH	\$6,395.00	\$0.00	\$6,395.00
C&E 2019-02	Andover Snowmobile Club, Inc.	155686	Andover, NH	\$650.16	\$0.00	\$650.16
C&E 2019-03	Baker River Valley Snowmobile Club	157505	Wentworth, NH	\$17,810.00	\$0.00	\$17,810.00
C&E 2019-04	Barrington Snow Goers, The	102239	Barrington, NH	\$8,369.40	\$0.00	\$8,369.40
C&E 2019-05	Belmont Bogle Busters	158105	Belmont, NH	\$10,740.00	\$0.00	\$10,740.00
C&E 2019-06	Blow-Me-Down Snow Riders	167138	Cornish Flat, NH	\$0.00	\$16,302.51	\$16,302.51
C&E 2019-07	Blue Mountain Snowdusters Outdoor Recreation Club Inc.	271152	Granham, NH	\$4,950.00	\$0.00	\$4,950.00
C&E 2019-08	Bow Pioneers	155714	Concord, NH	\$2,335.82	\$0.00	\$2,335.82
C&E 2019-09	Bruhawacht Sno-Trackers, Inc.	158042	Rumney, NH	\$4,260.00	\$0.00	\$4,260.00
C&E 2019-10	Central New Hampshire Snowmobile Club	158440	Campton, NH	\$0.00	\$14,322.00	\$14,322.00
C&E 2019-11	Chesterfield Snowmobilers, Inc.	158030	Chesterfield, NH	\$6,067.20	\$0.00	\$6,067.20
C&E 2019-12	Colebrook Ski-Bees, Inc.	155789	Colebrook, NH	\$23,826.00	\$0.00	\$23,826.00
C&E 2019-13	Connecticut Valley Snowmobile Club	160093	Haverhill, NH	\$5,462.27	\$13,610.46	\$19,072.73
C&E 2019-14	Crescent Lake Regional Sno-Riders	155028	Claremont, NH	\$1,600.00	\$0.00	\$1,600.00
C&E 2019-15	Evergreen Valley Snowmobile Club Association, Inc.	157702	Milton, NH	\$0.00	\$8,841.36	\$8,841.36
C&E 2019-16	Fort Mountain Trailriders, The	218495	Epsom, NH	\$4,110.88	\$3,851.62	\$7,962.50
C&E 2019-17	Gilmanton Snowmobile Association, Inc.	158532	Gilmanton, NH	\$1,475.00	\$27,525.80	\$29,000.80
C&E 2019-18	Groveton Trail Blazers, Inc., The	155466	Groveton, NH	\$20,059.60	\$0.00	\$20,059.60
C&E 2019-19	Hardy Country SMC	158846	Hebron, NH	\$9,865.03	\$0.00	\$9,865.03
C&E 2019-20	Henniker Trail Travelers, Inc.	158004	Henniker, NH	\$2,895.00	\$0.00	\$2,895.00
C&E 2019-21	Hidden Valley Sno-Riders	158286	Marlow, NH	\$3,963.11	\$0.00	\$3,963.11
C&E 2019-22	The Jefferson Hi-Landers, Inc.	154753	Jefferson, NH	\$864.00	\$0.00	\$864.00
C&E 2019-23	Kearsarge Trail Snails, Inc. Snowmobile Club	166621	Warner, NH	\$7,377.70	\$0.00	\$7,377.70
C&E 2019-24	Lake Sunapee Snowmobile Club	158464	Newbury, NH	\$1,825.32	\$0.00	\$1,825.32
C&E 2019-25	Lee Sno-Travelers, Inc.	158634	Lee, NH	\$738.08	\$0.00	\$738.08
C&E 2019-26	Lisbon Stump Jumpers, Inc.	159132	Lisbon, NH	\$3,058.00	\$0.00	\$3,058.00
C&E 2019-27	Littleton Off Road Riders	156202	Littleton, NH	\$5,494.09	\$35,693.38	\$41,187.47
C&E 2019-28	Lyme Pinnacle SMC	155363	Lyme, NH	\$5,090.36	\$0.00	\$5,090.36
C&E 2019-29	Milan All Weather Riders	158181	Milan, NH	\$7,307.00	\$159,000.00	\$166,307.00
C&E 2019-30	Mohawk Trail Riders, Inc.	157400	Sambornton, NH	\$2,191.92	\$0.00	\$2,191.92
C&E 2019-31	Monadnock Sno Moles	154989	Rindge, NH	\$8,068.00	\$0.00	\$8,068.00
C&E 2019-32	Mount Major SMC	157731	Alton Bay, NH	\$4,692.60	\$0.00	\$4,692.60
C&E 2019-33	Mountain Meadow Riders SC	153247	Conway, NH	\$125,126.18	\$0.00	\$125,126.18
C&E 2019-34	New Hampshire Sno-Shakers SMC	260600	Loudon, NH	\$3,675.37	\$0.00	\$3,675.37
C&E 2019-35	New Hampshire Trail Dawgs	157755	Pembroke, NH	\$8,000.00	\$0.00	\$8,000.00
C&E 2019-36	Nor'Easters Snowmobile Club, Inc.	159261	Hollis, NH	\$3,954.00	\$0.00	\$3,954.00
C&E 2019-37	Old #4 Rod, Gun and SMC	157049	Charlestown, NH	\$2,797.29	\$0.00	\$2,797.29
C&E 2019-38	Ossipee Valley SC	157560	W. Ossipee, NH	\$7,626.38	\$0.00	\$7,626.38
C&E 2019-39	Pittsburg Ridge Runners Snowmobile Club, Inc.	155767	Pittsburg, NH	\$187,248.05	\$0.00	\$187,248.05
C&E 2019-40	Powdermill SMC	157604	New Durham, NH	\$4,800.00	\$0.00	\$4,800.00
C&E 2019-41	Presidential Range Riders SC	154829	Gorham, NH	\$0.00	\$137,925.00	\$137,925.00
C&E 2019-42	Sandwich Sidehitters Winter Trail Club	158556	N Sandwich, NH	\$1,243.14	\$0.00	\$1,243.14
C&E 2019-43	Scrub Oak Scramblers SMC	155667	Madison, NH	\$3,670.00	\$0.00	\$3,670.00
C&E 2019-44	Shugah Valley Snow Riders, Inc.	167153	Claremont, NH	\$1,764.00	\$0.00	\$1,764.00
C&E 2019-45	Sno-Streakers	155759	Meredith, NH	\$2,470.31	\$0.00	\$2,470.31
C&E 2019-46	Snow Drifters SMC	166360	Rumney, NH	\$8,672.00	\$0.00	\$8,672.00
C&E 2019-47	Southern NH Snow Slickers, Inc.	167086	Candia, NH	\$8,737.00	\$0.00	\$8,737.00
C&E 2019-48	Southern NH Trailblazers	160097	Kingston, NH	\$4,656.00	\$0.00	\$4,656.00
C&E 2019-49	Squam Trail-Busters SC, Inc., The	156288	Holderness, NH	\$8,099.65	\$0.00	\$8,099.65
C&E 2019-50	Stratford Swamp Stompers	154983	Stratford, NH	\$1,950.00	\$0.00	\$1,950.00
C&E 2019-51	Stratford Nighthawks SMC	166666	No. Stratford, NH	\$40,586.12	\$0.00	\$40,586.12
C&E 2019-52	Suncook Valley Sno-Riders	160065	Pittsfield, NH	\$666.00	\$0.00	\$666.00
C&E 2019-53	Sutton Ridge Runners	155754	N. Sutton, NH	\$1,200.00	\$0.00	\$1,200.00
C&E 2019-54	Swift Diamond Riders	157214	Stewartstown, NH	\$17,970.00	\$0.00	\$17,970.00
C&E 2019-55	T-N Arch Trail Travelers	158467	Northfield, NH	\$0.00	\$17,657.40	\$17,657.40
C&E 2019-56	Twin Mountain SMC	155766	Twin Mountain, NH	\$8,237.78	\$0.00	\$8,237.78
C&E 2019-57	Twin Ridge Mountaineers SMC, Inc.	167158	Goshen, NH	\$8,972.37	\$0.00	\$8,972.37
C&E 2019-58	Twin State Trailbusters	158563	Lebanon, NH	\$5,411.14	\$0.00	\$5,411.14
C&E 2019-59	Umbagog Snowmobile Association	166541	Errol, NH	\$18,569.58	\$0.00	\$18,569.58
C&E 2019-60	Waumbek Methua SMC	230991	Jefferson, NH	\$11,817.44	\$0.00	\$11,817.44
C&E 2019-61	Weare Winter Wanderers	157308	Weare, NH	\$6,160.00	\$0.00	\$6,160.00
C&E 2019-62	White Mountain Snowmobile Club	156042	Lincoln, NH	\$0.00	\$148,500.00	\$148,500.00
C&E 2019-63	Winchester Trail Riders, Inc.	157791	Winchester, NH	\$0.00	\$15,166.50	\$15,166.50
C&E 2019-64	Wolfeboro Snowmobile Club	286972	Wolfeboro, NH	\$10,900.14	\$0.00	\$10,900.14
				\$696,741.48	\$598,390.03	\$1,295,137.51

AUG 12 2019



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 5th day of August, 2019, 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 Hardy Country Snowmobile Club, Inc., a non-profit incorporated snowmobile club, hereinafter referred to as the "Club", with a principal place of business in Hebron, NH.

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 C&E 2019-19, 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, 2019.
4. The maximum amount of funds available to the Club pursuant to this Agreement shall be \$9,865.03. 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* 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: Hardy Country Snowmobile Club, Inc.. **Vendor Code:** 158846

Appropriation Code: 010-035-3556-075-0590 Construction \$9,865.03

010-035-3484-075-0590 Equipment \$0.00

Total Grant Value \$9,865.03

TRAIL ADMINISTRATOR:

David Lloyd
(Print Name)

[Signature]
(Signature)

STATE OF NEW HAMPSHIRE, County of Belknap

On this the 5 day of August, 2019, before me appeared, David Lloyd, 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 Antonia Brown
My commission expires June 1, 2021 seal

ANTONIA M. BROWN, Justice of the Peace
State of New Hampshire
My Commission Expires June 1, 2021.

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

Lina Meffer for Chris Lomack Margaret Morrison 8/14/19
Chief, Bureau of Trails Witness/Date

Approved as to form, substance and execution:

[Signature] 8/15/19
Attorney General

Agreement expiration date: December 31, 2019

Approved by Governor and Council
at the 7/10/19 meeting
Item # 46