



PM 2:21 DAS

JDR
64

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

November 6, 2018

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 Trail Maintenance Agreements (Winter Snowmobile Trail Grooming) with the snowmobile clubs shown in the attachment in the total amount of \$1,673,747.52, effective upon Governor and Executive Council approval through May 31, 2019. 100% Transfer from Fish & Game.

Funding is as follows:

	<u>FY 2019</u>
03-35-35-351510-35560000	
Grant-In-Aid - Snow	
075-500590 Grants Subsidies and Relief	\$1,673,747.52

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 grant agreements are for aiding the clubs in the grooming of approximately 5,000 miles of snowmobile trails throughout the State.

Grant agreement awards are based on projected snowmobile registration revenue derived from the winter of 2018/2019. Should revenues fall short of projections, grant awards will be reduced by the amount of the revenue shortfall.

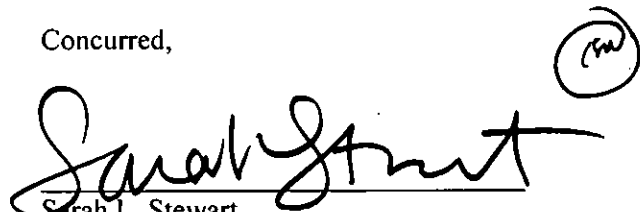
Copies of these agreements will be available at the Department's Bureau of Trails. The Attorney General's office has approved the attached sample agreement as to form and substance, and will approve the actual agreements as to execution.

While many of the grant agreements are not above the \$10,000 grant limit requiring approval by the Governor and Executive Council, because there is the potential for additional seasonal grooming grants to be awarded possibly putting grantees over said limit, full disclosure of the attached grantee list is warranted.

Respectfully submitted,

Concurred,


Philip A. Bryce
Director, Division of Parks and Recreation


Sarah L. Stewart
Commissioner, Department of Natural
and Cultural Resources

Attachments
SAS/CG/lam

Club	Vendor Code	Grant #	Grooming	Plowing	GrantTotal
Alexandria Ledge-Climbers Snowmobile Club, The	156580	GRO 2018/19-01	\$14,700.00	\$0.00	\$14,700.00
Andover Snowmobile Club, Inc.	155686	GRO 2018/19-02	\$13,815.08	\$0.00	\$13,815.08
Asquamchumaukee Valley Snowmobile Club	166527	GRO 2018/19-03	\$8,739.60	\$450.00	\$9,189.60
Baker River Valley Snowmobile Club	157505	GRO 2018/19-04	\$18,950.00	\$2,800.00	\$21,750.00
Barrington Snow Goers, The	162239	GRO 2018/19-05	\$3,030.65	\$0.00	\$3,030.65
Bee-Hole Beavers	151009	GRO 2018/19-06	\$2,670.64	\$0.00	\$2,670.64
Belknap Snowmobilers, Inc.	231019	GRO 2018/19-07	\$16,800.00	\$0.00	\$16,800.00
Belmont Bogle Busters	158105	GRO 2018/19-08	\$9,452.52	\$0.00	\$9,452.52
Blow-Me-Down Snow Riders	167138	GRO 2018/19-09	\$7,260.40	\$0.00	\$7,260.40
Blue Mountain Snow Dusters Outdoor Recreation Club, Inc.	155047	GRO 2018/19-10	\$11,432.05	\$0.00	\$11,432.05
Border Riders Snowmobile Club, Pelham, N.H.	157608	GRO 2018/19-11	\$3,138.30	\$0.00	\$3,138.30
Bow Pioneers	155714	GRO 2018/19-12	\$7,149.10	\$0.00	\$7,149.10
Bridgewater Mountain Snowmobile Club	165203	GRO 2018/19-13	\$17,850.00	\$0.00	\$17,850.00
Brookline Icebreakers Snowmobile Club	159225	GRO 2018/19-14	\$3,547.65	\$0.00	\$3,547.65
Bruhawachet Sno-Trackers, Inc.	158042	GRO 2018/19-15	\$6,807.00	\$0.00	\$6,807.00
Central New Hampshire Snowmobile Club	159440	GRO 2018/19-16	\$33,717.00	\$540.00	\$34,257.00
Chesterfield Snowmobilers, Inc.	158030	GRO 2018/19-17	\$3,000.00	\$0.00	\$3,000.00
Colebrook Ski-Bees, Inc.	155789	GRO 2018/19-18	\$91,519.90	\$0.00	\$91,519.90
Connecticut Valley Snowmobile Club	160093	GRO 2018/19-19	\$14,738.50	\$510.00	\$15,248.50
Contoocook Sno-Mads Snowmobile Club	163352	GRO 2018/19-20	\$1,982.38	\$1,000.00	\$2,982.38
Crescent Lake Regional Sno-Riders	155028	GRO 2018/19-21	\$6,710.90	\$0.00	\$6,710.90
Dalton Ridge Runners	162647	GRO 2018/19-22	\$17,208.75	\$700.00	\$17,908.75
Derry Pathfinders Snowmobile Club, The	155677	GRO 2018/19-23	\$2,730.00	\$1,350.00	\$4,080.00
Evergreen Snowmobile Club Association, Inc.	157702	GRO 2018/19-24	\$17,010.00	\$1,400.00	\$18,410.00
Exeter Snow Hounds, The	160090	GRO 2018/19-25	\$1,581.30	\$0.00	\$1,581.30
Fort Mountain Trailwinders, The	218495	GRO 2018/19-26	\$4,430.20	\$0.00	\$4,430.20
Gilmanston Snowmobile Association	158532	GRO 2018/19-27	\$14,994.00	\$0.00	\$14,994.00
Great Bay Sno-Rollers, Inc.	160087	GRO 2018/19-28	\$1,932.70	\$0.00	\$1,932.70
Groveton Trail Blazers, Inc., The	155486	GRO 2018/19-29	\$51,567.00	\$5,462.50	\$57,029.50
Hardy Country Snowmobile Club, Inc.	158846	GRO 2018/19-30	\$33,040.80	\$0.00	\$33,040.80
Henniker Trail Travelers, Inc.	158004	GRO 2018/19-31	\$3,688.30	\$0.00	\$3,688.30
Hidden Valley Sno-Riders	158266	GRO 2018/19-32	\$13,023.60	\$0.00	\$13,023.60
Hooper Hill Hoppers, Inc.	167099	GRO 2018/19-33	\$6,588.09	\$0.00	\$6,588.09
Jefferson Hi-Landers, Inc., The	154753	GRO 2018/19-34	\$8,946.00	\$0.00	\$8,946.00
Kearsarge Mountaineers Snowmobile Club, Inc.	216877	GRO 2018/19-35	\$737.94	\$0.00	\$737.94
Kearsarge Trail Snails, Inc. Snowmobile Club	166621	GRO 2018/19-36	\$12,722.50	\$0.00	\$12,722.50
Keene Sno-Riders, Inc.	258444	GRO 2018/19-37	\$5,405.89	\$0.00	\$5,405.89
Lake Sunapee Snowmobile Club	156464	GRO 2018/19-38	\$13,020.00	\$0.00	\$13,020.00
Lakes Region SMC	156591	GRO 2018/19-39	\$16,934.70	\$0.00	\$16,934.70
Lancaster Snowdrifters, Inc.	167152	GRO 2018/19-40	\$22,324.00	\$1,265.00	\$23,589.00
Lee Sno-Travelers, Inc.	158634	GRO 2018/19-41	\$1,361.50	\$0.00	\$1,361.50
Lisbon Stump Jumpers, Inc.	159132	GRO 2018/19-42	\$17,678.50	\$450.00	\$18,128.50
Littleton Off Road Riders, Inc.	156202	GRO 2018/19-43	\$11,696.25	\$3,600.00	\$15,296.25
Lyme Pinnacle Snowmobile Club, Inc.	155363	GRO 2018/19-44	\$16,108.00	\$450.00	\$16,558.00
Mascoma Valley Snow Travelers, inc.	262171	GRO 2018/19-45	\$8,018.50	\$0.00	\$8,018.50
Milan All Weather Riders	158181	GRO 2018/19-46	\$32,864.55	\$500.00	\$33,364.55
Mohawk Trail Riders, Inc.	157400	GRO 2018/19-47	\$10,030.65	\$0.00	\$10,030.65
Monadnock Sno-Moles, The	154989	GRO 2018/19-48	\$12,475.95	\$0.00	\$12,475.95
Monadnock Trail Breakers, The	172444	GRO 2018/19-49	\$8,585.10	\$0.00	\$8,585.10
Monroe Bumper Humpers, The	156040	GRO 2018/19-50	\$1,405.60	\$0.00	\$1,405.60
Moultonboro Snowmobile Club	155388	GRO 2018/19-51	\$15,290.10	\$0.00	\$15,290.10
Mount Agassiz Trail Association	156956	GRO 2018/19-52	\$11,130.00	\$0.00	\$11,130.00
Mt. Cardigan Snowmobile Club	157481	GRO 2018/19-53	\$20,894.50	\$0.00	\$20,894.50
Mt. Major Snowmobile Club, Inc.	157731	GRO 2018/19-54	\$14,952.00	\$0.00	\$14,952.00
Mountain-Meadow Riders	153247	GRO 2018/19-55	\$12,565.00	\$1,787.50	\$14,352.50
New Hampshire Sno-Shakers Snowmobile Club	260600	GRO 2018/19-56	\$5,438.40	\$1,975.00	\$7,413.40
New Hampshire Trail Dawgs	157755	GRO 2018/19-57	\$10,006.35	\$0.00	\$10,006.35
Newfields Sno-Raiders	154015	GRO 2018/19-58	\$7,754.95	\$1,500.00	\$9,254.95
Night Riders, Inc.	157696	GRO 2018/19-59	\$9,029.15	\$720.00	\$9,749.15
Nor'Easters Snowmobile Club, Inc.	159261	GRO 2018/19-60	\$4,403.50	\$1,200.00	\$5,603.50
Northwood Crank Pullers Snowmobile Club, Inc.	160088	GRO 2018/19-61	\$8,104.15	\$2,040.00	\$10,144.15
Old #4 Rod, Gun and Snowmobile Club, Inc.	157049	GRO 2018/19-62	\$6,390.40	\$675.00	\$7,065.40
Ossipee Valley Snowmobile Club Assn. Inc.	157580	GRO 2018/19-63	\$16,692.70	\$400.00	\$17,092.70
Pisgah Mountain Trailriders, Inc.	158314	GRO 2018/19-64	\$3,820.70	\$500.00	\$4,320.70
Pittsburg Ridge Runners Snowmobile Club, Inc.	155767	GRO 2018/19-65	\$134,430.27	\$3,900.00	\$138,330.27
Powder Mill Snowmobile Club Inc.	157604	GRO 2018/19-66	\$25,700.00	\$700.00	\$26,400.00
Presidential Range Riders	154829	GRO 2018/19-67	\$19,950.00	\$0.00	\$19,950.00
Ridge Skippers Snowmobile Club of Sullivan	263313	GRO 2018/19-68	\$3,507.85	\$500.00	\$4,007.85
Sandwich Sidehillers	158556	GRO 2018/19-69	\$4,219.25	\$0.00	\$4,219.25
Scrub Oak Scramblers Snowmobile Club, Inc.	155667	GRO 2018/19-70	\$16,158.05	\$4,499.80	\$20,657.85

Club	Vendor Code	Grant #	Grooming	Plowing	GrantTotal
Seven Lakes Snowmobile Club	156230	GRO 2018/19-71	\$24,990.00	\$0.00	\$24,990.00
Shugah Valley Snow Riders, Inc.	167153	GRO 2018/19-72	\$10,080.00	\$0.00	\$10,080.00
Sno-Streakers	155759	GRO 2018/19-73	\$7,510.65	\$0.00	\$7,510.65
Snow Drifters	166360	GRO 2018/19-74	\$13,440.00	\$0.00	\$13,440.00
Snoward Bound Snowmobile Club	267714	GRO 2018/19-75	\$5,553.75	\$375.00	\$5,928.75
Southern New Hampshire Snow Slickers, Inc.	167086	GRO 2018/19-76	\$25,938.19	\$0.00	\$25,938.19
Southern New Hampshire Trailblazers	160097	GRO 2018/19-77	\$5,544.00	\$750.00	\$6,294.00
Squam Trail-Busters Snowmobile Club, Inc., The	156286	GRO 2018/19-78	\$14,605.50	\$0.00	\$14,605.50
Stoddard Rockhoppers	162320	GRO 2018/19-79	\$2,496.90	\$0.00	\$2,496.90
Strafford Swamp Stompers Snowmobile Club, Inc.	154983	GRO 2018/19-80	\$2,635.50	\$520.00	\$3,155.50
Strafford Nighthawks	166666	GRO 2018/19-81	\$30,801.83	\$1,600.00	\$32,401.83
Suncook Valley Sno Riders	160085	GRO 2018/19-82	\$12,468.10	\$0.00	\$12,468.10
Sutton Ridgerunners	155754	GRO 2018/19-83	\$2,459.80	\$0.00	\$2,459.80
Swift Diamond Riders Snowmobile Club, The	157214	GRO 2018/19-84	\$84,896.50	\$0.00	\$84,896.50
T-N Arch Trail Travelers, Inc.	158467	GRO 2018/19-85	\$11,294.85	\$0.00	\$11,294.85
Town Line Trail Dusters, Inc.	155088	GRO 2018/19-86	\$9,715.20	\$0.00	\$9,715.20
Tri-Town Trailblazers, Inc.	156983	GRO 2018/19-87	\$7,986.44	\$0.00	\$7,986.44
Twin Mountain Snowmobile Club	155766	GRO 2018/19-88	\$29,400.00	\$0.00	\$29,400.00
Twin Ridge Mountaineers, Inc.	167158	GRO 2018/19-89	\$16,506.35	\$0.00	\$16,506.35
Twin State Trail Buster Snowmobile Club	156563	GRO 2018/19-90	\$13,194.00	\$0.00	\$13,194.00
Umbagog Snowmobile Association, Inc.	166541	GRO 2018/19-91	\$97,303.41	\$4,124.70	\$101,428.11
Uncanoonuc Mountaineers of Goffstown, The	167151	GRO 2018/19-92	\$1,405.60	\$0.00	\$1,405.60
Washington Snow Riders, Inc., The	155994	GRO 2018/19-93	\$7,968.45	\$300.00	\$8,268.45
Waumbek Methna Snowmobile Club	230991	GRO 2018/19-94	\$33,498.61	\$1,250.00	\$34,748.61
Weare Winter Wanderers, Inc.	157308	GRO 2018/19-95	\$16,723.69	\$1,000.00	\$17,723.69
Westmoreland Sno-Belters Snowmobile Club, Inc.	157524	GRO 2018/19-96	\$5,476.50	\$0.00	\$5,476.50
White Mountain Ridge Runners, Inc.	155135	GRO 2018/19-97	\$41,747.79	\$900.00	\$42,647.79
White Mountain Snowmobile Club	156042	GRO 2018/19-98	\$14,696.50	\$0.00	\$14,696.50
White Mountain Trail Club	157733	GRO 2018/19-99	\$17,158.76	\$800.00	\$17,958.76
Whitefield Sno Kings Snowmobile Club	157549	GRO 2018/19-100	\$6,384.00	\$0.00	\$6,384.00
Wilton Lyndeborough Winter Wanderers	156747	GRO 2018/19-101	\$4,535.45	\$1,305.00	\$5,840.45
Winchester Trail Riders, Inc.	157791	GRO 2018/19-102	\$11,894.36	\$1,000.00	\$12,894.36
Wolfeboro Snowmobile Club, Inc.	158906	GRO 2018/19-103	\$12,600.00	\$480.00	\$13,080.00
			\$1,618,468.02	\$55,279.50	\$1,673,747.52



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 _____, 2018, 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 (club name), a non-profit incorporated snowmobile club, hereinafter referred to as the "Club", with a principal place of business in (club town location).

WHEREAS, the Club desires to maintain a public snowmobile trail system in accordance with grant number (grant #), and;

WHEREAS, by the 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 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 groom approved snowmobile trails and/or plow approved parking lots 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 said maintenance.
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, 2019.
4. The maximum amount of funds available to the Club pursuant to this Agreement shall be . 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 Billing Forms for actual costs incurred in the grooming of approved trails, along with one (1) completed grooming log for each grooming event, and/or actual costs incurred in the plowing of approved parking lots, along with a receipt from the vendor indicating the date plowing was done and the cost.

+

- a. FIRST PAYMENT; upon receipt of an invoice, received by January 10th, 2019, the State agrees to pay the Club percentages, as applicable, deemed eligible and approved, for grooming and/or plowing performed between December 15, 2018, and December 31, 2018.

- b. **SUBSEQUENT PAYMENTS**; after the first payment, the Club shall submit invoices and logs, evidencing acceptable costs, for the preceding month's activities, by the 10th of the month for processing. 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 grooming and/or plowing 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. 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 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 alternate route is available to keep the trail network intact.
- b. 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 and future Grant-In-Aid requests will be denied.
- c. Any amendment, revision, or change to the approved Application without the prior written consent of the Bureau.
6. Any payments allotted, but not carried for by the Club by the Agreement termination date, shall lapse and be returned to the Bureau's Grant-In-Aid fund.
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. 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. **OPERATIONAL HOUR METERS ARE REQUIRED** on 51 to 80 horsepower machines, 81 to 100 horsepower machines, and machines over 100 horsepower. These machines fall into the number 3, 4, and 5 categories on the grooming machine list.
2. Between December 15th and January 1st, 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 and/or plowing funds.
3. Clubs receiving Grant-In-Aid funds for equipment to be used for grooming shall be required to use and maintain a maintenance log, provided by the Bureau, detailing the maintenance of each piece of equipment. Said log must be provided to the Bureau for inspection upon request.
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.
5. 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.

SAMPLE

SNOWMOBILE CLUB INFORMATION

Club Name: Vendor Code:

Grant #:

Appropriation Code: 010-035-3556-075-0590 Grooming

010-035-3556-075-0590 Plowing

Total Grant Value

TRAIL ADMINISTRATOR: _____

(Print Name)

(Signature)

STATE OF NEW HAMPSHIRE, County of _____

On this the _____ day of _____, 2018, 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 _____ sea_____

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

Chief, Bureau of Trails

Witness/Date

Approved, attested, witnessed and execution:

Attorney General

Agreement expiration date: May 31, 2019

Approved by Governor and Council

at the _____ meeting

Item # _____