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

172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856  
PHONE: (603) 271-3254 FAX: (603) 271-3553 E-MAIL: nhtrails@dred.state.nh.us  
WEB: www.nhtrails.org

November 9, 2012

His Excellency, Governor John H. Lynch  
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 Contracts (Winter Trail Grooming) with the Snowmobile Clubs shown in the attachment for a total amount of \$1,512,844.35 upon Governor and Executive Council approval through May 1, 2013. 100% OHRV and Snowmobile Fund

Funding is available in account titled, Grants-in-Aid - Snow, as follows:

03-35-35-351510-35560000-075-500590	Grants Subsidies and Relief	<b><u>FY 2013</u></b> \$1,512,844.35
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**EXPLANATION**

The Department's authority to enter into Grant-in-Aid contracts with non-profit snowmobile clubs is outlined in RSA 215-C:39, VII(b). These contracts aid the clubs in the grooming of snowmobile trails. The Attorney General's office has approved the attached sample contract as to form and substance, and will approve the actual contracts as to execution. Copies of these contracts will be available at the Department of Administrative Services and this Department's Bureau of Trails.

Even though some of these contracts are under the \$10,000 limit established by the Governor and Executive Council, the Department of Administrative Services has informed us that because we anticipate using these contractors again in the same fiscal year and the cumulative total of these and subsequent contracts may exceed the \$10,000 limit, we need to seek your approval.

Respectfully submitted,

  
Philip A. Bryce  
Acting Commissioner

attachments  
PAB/CG/mm

ORGANIZATION	TOWN	GRANT #	AMOUNT
Alexandria Ledge-Climbers Inc	Alexandria NH 03222	GR 12/01	\$13,006.00
Andover Snowmobile Club Inc.	Andover NH 03216	GR 12/02	14,557.40
Asquamchumauke Valley SMC	Warren NH	GR 12/03	9,204.40
Baker River Valley SMC	Plymouth NH 03264	GR 12/04	28,825.50
Barrington Sno-Goers	Barrington NH 03825	GR 12/05	2,461.45
Bee Hole Beavers	Chichester NH 03234-6552	GR 12/06	3,348.00
Belknap Snowmobile Club	Gilford NH 03247	GR 12/07	14,207.10
Belmont Bogie Busters	Belmont NH 03220	GR 12/08	7,203.60
Blow-Me-Down Snowdrifters	Cornish Flat NH 03746	GR 12/09	5,301.40
Blue Mtn Snowdusters	Grantham NH 03753	GR 12/10	12,006.00
Border Riders SMC	Pelham NH 03076	GR 12/11	2,176.20
Bow Pioneers SMC	Bow NH 03304	GR 12/12	5,779.68
Bridgewater Mtn SMC	New Hampton NH 03256	GR 12/13	13,006.50
Brookline Icebreakers	Brookline NH 03033	GR 12/14	2,592.50
Bruhawachet Sno-Trackers	Rumney NH 03266	GR 12/15	7,773.00
Central NH Snowmobile Club	Thornton NH 03285	GR 12/16	24,151.80
Chesterfield Snowmobilers Inc	Spoffard NH 03462	GR 12/17	1,590.30
Colebrook Ski-Bees	W Stewartstown NH 03597	GR 12/18	81,231.00
Connecticut Valley SMC	N Haverhill NH 03774	GR 12/19	14,517.00
Contoocook Sno-Mads	Contoocook NH 03229	GR 12/20	2,627.99
Crescent Lake Reg Sno-Riders	Newport NH 03773	GR 12/21	7,547.40
Crotched Mt Ridge Runners	Greenfield NH 03047	GR 12/22	5,182.00
Dalton Ridge Runners	Dalton NH 03598	GR 12/23	13,550.10
Derry Pathfinders	Derry NH 03038	GR 12/24	6,352.50
Evergreen Valley SMC	Milton NH 03851	GR 12/25	17,157.70
Exeter Snow Hounds Inc	Kingston NH 03848	GR 12/26	1,506.60
Fort Mountain Trailwinders	Epsom NH 03234	GR 12/27	2,543.22
Gilmanton Snowmobile Assn	Gilmanton NH 03287	GR 12/28	10,805.40
Great Bay Sno-Rollers	Newmarket NH 03857	GR 12/29	1,841.40
Groveton TrailBlazers Inc	Stark NH 03582	GR 12/30	52,180.00
Hardy Country SMC	Groton NH 03241	GR 12/31	28,411.50
Henniker Trail Travelers	Henniker NH	GR 12/32	7,807.60
Hidden Valley Sno-Riders	Marlow NH 03456	GR 12/33	12,362.00
Hooper Hill Hoppers	Walpole NH 03608	GR 12/34	9,004.50
Jefferson HiLanders	Jefferson NH 03583	GR 12/35	7,603.80
Kearsarge Mountaineers	N Sutton NH 03260	GR 12/36	703.08
Kearsarge Trail Snails	Warner NH 03278	GR 12/37	14,807.40
Keene Sno-Riders Inc	Keene NH 03431	GR 12/38	6,041.42
Lake Sunapee SMC	Warner NH 03278	GR 12/39	12,981.60
Lakes Region SMC	Piermont NH 03779	GR 12/40	10,927.50
Lancaster Snow Drifters	Franklin NH 03235	GR 12/41	21,477.34
Lee Sno-Travelers	Lancaster NH 03584	GR 12/42	990.55
Lisbon Stump Jumpers	Lee NH 03824	GR 12/43	13,406.70
Little Monadnock Family Trails	Lisbon NH 03585	GR 12/44	10,634.60
Littleton Off-Road Riders	Keene NH 03431	GR 12/45	16,107.30
Lyme-Pinnacle SMC	Littleton NH 03561	GR 12/46	22,086.00
Mascoma Valley Snow Traveler	Lyme NH 03768	GR 12/47	6,003.00
Milan All Weather Riders	Wilmot NH 03287	GR 12/48	28,509.40
Mohawk Trail Riders Inc	Gorham NH 03581	GR 12/49	7,240.60
Monadnock Sno Moles	Sanbornton NH 03269	GR 12/50	10,650.75
Monadnock Trailbreakers	Rindge NH 03461	GR 12/51	5,156.09
Monroe Bumper Humpers	Dublin NH 03444	GR 12/52	1,925.10
Moultonboro Snowmobile Club	Bath NH 03740	GR 12/53	14,407.20
Mountain Meadow Riders	Moultonboro NH 03254	GR 12/54	13,255.80
Mt. Agassiz Trail Assn	Conway NH 03810	GR 12/55	12,006.00
Mt. Cardigan Snowmobile Club	Bethlehem NH 03574	GR 12/56	17,773.50
Mt. Major Snowmobile Club	Canaan NH 03741	GR 12/57	10,805.40

Newfields Sno-Raiders Inc	Alton Bay NH 03810	GR 12/58	8,283.64
NH Sno Shakers	Newfields NH 03856	GR 12/59	8,688.60
NH Trail Dawgs	Loudon NH 03307	GR 12/60	8,004.00
NightRiders Inc	Pembroke NH 03275	GR 12/61	5,672.70
Nor'easters SMC	Hillsboro NH 03244	GR 12/62	3,841.00
Northwood CrankPullers	Hollis NH 03049	GR 12/63	10,486.00
Old #4 Rod Gun & SMC	Merrimac MA 01860	GR 12/64	5,014.20
Ossipee Valley SMC	Charlstown NH 03603	GR 12/65	16,908.00
Pemigewasset Valley SMC	Groveland MA 01834	GR 12/66	8,604.30
Pisgah Mountain Trailriders	Bristol NH 03222	GR 12/67	4,202.00
Pittsburg Ridge Runners SMC	Keene NH 03431	GR 12/68	123,946.50
Powder Mill Snowmobile Club	Pittsburg NH 03592	GR 12/69	24,762.00
Presidential Range Riders	New Durham NH 03855	GR 12/70	19,009.50
Sandwich Sidehillers Wtr Trail	Gorham NH 03581	GR 12/71	4,082.04
Scrub Oak Scramblers	CTR Sandwich NH 03227	GR 12/72	18,658.20
Seven Lakes SMC	Freedom NH 03836	GR 12/73	20,010.00
Shugah Valley Snow Riders	Wakefield, NH 03872	GR 12/74	8,404.20
Sno-Streakers SMC	Claremont NH 03743	GR 12/75	6,803.40
Snoward Bound SMC	Meredith NH 03253	GR 12/76	7,090.20
Snowdrifters	E Conway NH 03813	GR 12/77	12,806.40
Southern NH Snowslickers	Rumney NH 03266	GR 12/78	25,161.70
Southern NH Trail Blazers	Merrimack NH 03054	GR 12/79	5,552.40
Squam Trail Busters SMC	Deerfield NH 03037	GR 12/80	12,006.00
Stoddard Rock Hoppers	Hopkinton NH	GR 12/81	4,169.40
Strafford Swamp Stompers	Stoddard NH 03464	GR 12/82	2,194.00
Stratford Nighthawks	Strafford NH 03884	GR 12/83	18,084.00
Suncook Valley Sno Riders	N. Stratford NH	GR 12/84	11,093.10
Sutton Ridge Runners	Barnstead NH 03225	GR 12/85	1,707.48
Swift Diamond Riders	N Sutton NH 03260-0453	GR 12/86	71,879.50
T-N Arch Trail Travelers Inc	Northfield NH 03276	GR 12/87	9,604.80
Townline Trail Dusters	Penacook NH 03303	GR 12/88	12,805.40
Tri-Town Trailblazers	Alstead NH 03602	GR 12/89	7,064.00
Twin Mt Snowmobile Club	Twin Mtn NH 03595	GR 12/90	25,612.80
Twin Ridge Mountaineers SMC	Newport NH 03773	GR 12/91	26,213.10
Twin State Trailbusters	Lebanon NH 03766	GR 12/92	12,606.30
Umbagog Snowmobile Assn	Concord NH 03301	GR 12/93	83,606.47
Uncanoonuc Mountaineers	Weare NH 03045	GR 12/94	1,272.24
Washington Snow Riders Inc	Marlow NH 03456	GR 12/95	5,482.00
Waumbek Methna SMC	Jefferson NH 03583	GR 12/96	33,158.30
Weare Winter Wanderers	Weare NH 03281	GR 12/97	6,556.50
Westmoreland Sno-Belters Inc	Westmoreland NH 03467	GR 12/98	4,793.35
White Mountain SMC	Lincoln NH 03251	GR 12/99	14,007.00
White Mtn Ridge Runners	Milan NH 03588	GR 12/100	43,131.75
White Mtn Trail Club	Bartlett NH 03812	GR 12/101	13,863.00
Whitefield Sno-Kings	Whitefield, NH 03598	GR 12/102	5,602.80
Wilton-Lyndeborough Wtr Wand	Greenville NH 03048	GR 12/103	4,573.36
Winchester Trail Riders Inc	Winchester NH 03470	GR 12/104	5,841.85
Wolfboro SMC	Alton NH 03809	GR 12/105	12,606.00
<b>Total:</b>			<b>\$1,512,844.35</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 \_\_\_\_\_, 2012 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 «Club Name» a non-profit incorporated Snowmobile Club, hereinafter referred to as the "Club", with a principal place of business in «City»

WHEREAS, the Club desires to construct/maintain a public Snowmobile trail system or purchase trail maintenance in accordance with application number «Application number», 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 Snowmobile 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 undertake 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. 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.
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 until May 01, 2013.
4. The maximum amount of funds available to the Club pursuant to this agreement shall be \$ «Grant Value» 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.

4 (continued). The club shall submit invoices for actual cost incurred in construction or maintaining the approved trail; actual costs incurred in the grooming of the approved trail along with one (1) copy of each entry made into the groomers log; actual costs incurred in the purchase of equipment, and the receipt from the vendor indicating the equipment has been delivered, which shall include name, serial number, year of manufacture, accessories, receipt and price from seller.

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 with 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:

a. In the event that the owner(s) of the land on which the trail system is developed withdraws permission the State to use said land while their 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.

b. Except as provided in (b1) and (b2), equipment purchased through the Grant In Aid Program shall not be sold by any political subdivision or Club.

b1. 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

b2. Equipment may be sold outright by a political subdivision or Club which will no longer provide 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.

c. Any payments allotted but not applied for by the Club on 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 terminating, 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 emoluments provided by the State to its employees.

## **SPECIAL PROVISIONS**

1. Equipment purchased through the Grant In Aid Program shall be required to display (at designated locations 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 METERS ARE REQUIRED** on Class 3 , 50 to 80 horsepower machines Class 4, 81 to 100 horsepower machines, and Class 5 machines over 100 horsepower

5. Between December 15th and January 1st, there must be eight inches (8") of continuous snow on the ground before grooming operations will commence for clubs to be eligible for Grant In Aid grooming funding.

6. Grooming invoices or billing forms, with appropriate attachments, must be in the Bureau of Trails office by the 10th of the month for processing the preceding month's activities.

7. Periodic inspections of purchased equipment and or trail construction, grooming, signing, and groomer 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 be signed only with appropriate signs provided by the Bureau of Trails obtained through the Grant in Aid Program.

**SNOWMOBILE CLUB INFORMATION**

Club Name: «Club\_Name»

Vendor Code: «Vendor\_Code»

Application Number: «Application Number 1»

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

GRANT VALUE \$ «Grant Value»

TRAIL ADMINISTRATOR, (print name) \_\_\_\_\_

Signature \_\_\_\_\_

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

On this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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**

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

\_\_\_\_\_  
Supervisor, Bureau of Trails

Approved as to form, substance and execution

\_\_\_\_\_  
Office of Attorney General

Expiration date: **May 01, 2013**  
Approved by Governor and Council  
at the \_\_\_\_\_ meeting  
Item # \_\_\_\_\_