

GR  
59

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

November 12, 2020

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 with the snowmobile clubs shown in the attachment in the total amount of \$2,256,417.11 for grooming of approximately 5,000 miles of snowmobile trails throughout the state effective upon Governor and Executive Council approval for the period from December 15, 2020 through May 31, 2021. 100% Other Funds (Transfers from Fish & Game-Snowmobile Registration Fees).

Funding is available in account, Grant-In-Aid Snow, as follows:

	<u>FY 2021</u>
03-035-035-351510-35560000-075-500590 Grant Subsidies and Relief	\$2,256,417.11

**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.

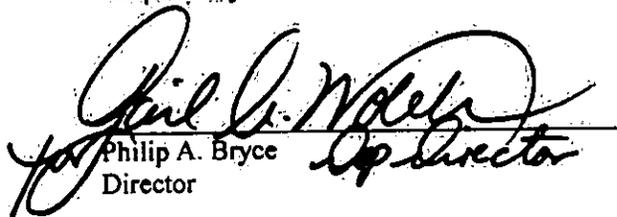
Grant agreement awards are based on projected snowmobile registration revenue derived from the winter of 2020/2021. Should revenues fall short of projections, grant awards will be reduced by the amount of the revenue shortfall.

Copies of the agreements with the clubs 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

  
Sarah L. Stewart  
Commissioner

Attachments

Club	Grooming	Plowing	GrantTotal
Alexandria Ledge-Climbers Snowmobile Club, The	\$18,910.00	\$0.00	\$18,910.00
Andover Snowmobile Club, Inc.	\$21,832.00	\$0.00	\$21,832.00
Asquamchumaukee Valley Snowmobile Club	\$20,260.00	\$450.00	\$20,710.00
Baker River Valley Snowmobile Club	\$33,070.00	\$3,360.00	\$36,430.00
Barrington Snow Goers, The	\$2,765.00	\$0.00	\$2,765.00
Belknap Snowmobilers, Inc.	\$19,825.00	\$0.00	\$19,825.00
Belmont Bogie Busters	\$21,350.00	\$0.00	\$21,350.00
Blow-Me-Down Snow Riders	\$12,875.00	\$0.00	\$12,875.00
Blue Mountain Snow Dusters Outdoor Recreation Club, Inc.	\$18,300.00	\$0.00	\$18,300.00
Border Riders Snowmobile Club, Pelham, N.H.	\$3,950.00	\$0.00	\$3,950.00
Bow Pioneers	\$7,765.77	\$0.00	\$7,765.77
Bridgewater Mountain Snowmobile Club	\$27,450.00	\$0.00	\$27,450.00
Brookline Icebreakers Snowmobile Club	\$4,410.00	\$0.00	\$4,410.00
Bruhawachet Sno-Trackers, Inc.	\$16,150.00	\$0.00	\$16,150.00
Central New Hampshire Snowmobile Club	\$53,887.20	\$540.00	\$54,427.20
Chesterfield Snowmobilers, Inc.	\$3,821.50	\$0.00	\$3,821.50
Colebrook Ski-Bees, Inc.	\$136,591.00	\$0.00	\$136,591.00
Connecticut Valley Snowmobile Club	\$15,620.00	\$510.00	\$16,130.00
Contoocook Sno-Mads Snowmobile Club	\$3,324.42	\$1,000.00	\$4,324.42
Crescent Lake Regional Sno-Riders	\$6,074.72	\$0.00	\$6,074.72
Dalton Ridge Runners	\$24,252.69	\$700.00	\$24,952.69
Derry Pathfinders Snowmobile Club, The	\$3,652.50	\$1,350.00	\$5,002.50
Evergreen Snowmobile Club Association, Inc.	\$15,250.00	\$3,000.00	\$18,250.00
Exeter Snow Hounds, The	\$857.50	\$0.00	\$857.50
Fort Mountain Trailwinders, The	\$4,573.00	\$0.00	\$4,573.00
Gilmanton Snowmobile Association	\$21,350.00	\$0.00	\$21,350.00
Great Bay Sno-Rollers, Inc.	\$1,019.06	\$0.00	\$1,019.06
Groveton Trail Blazers, Inc., The	\$80,142.00	\$5,937.50	\$86,079.50
Hardy Country Snowmobile Club, Inc.	\$47,952.00	\$0.00	\$47,952.00
Henniker Trail Travelers, Inc.	\$2,801.40	\$0.00	\$2,801.40
Hidden Valley Sno-Riders	\$12,870.00	\$0.00	\$12,870.00
Hooper Hill Hoppers, Inc.	\$5,187.50	\$0.00	\$5,187.50
Jefferson Hi-Landers, Inc., The	\$20,130.00	\$0.00	\$20,130.00
Kearsarge Trail Snails, Inc. Snowmobile Club	\$10,408.83	\$0.00	\$10,408.83
Keene Sno-Riders, Inc.	\$7,885.00	\$0.00	\$7,885.00
Lake Sunapee Snowmobile Club	\$16,470.00	\$0.00	\$16,470.00
Lakes Region SMC	\$21,390.00	\$0.00	\$21,390.00
Lancaster Snowdrifters, Inc.	\$26,640.00	\$1,265.00	\$27,905.00
Lee Sno-Travelers, Inc.	\$1,437.00	\$0.00	\$1,437.00
Lisbon Stump Jumpers, Inc.	\$24,215.15	\$300.00	\$24,515.15
Littleton Off Road Riders, Inc.	\$24,320.47	\$0.00	\$24,320.47
Lyme Pinnacle Snowmobile Club, Inc.	\$19,827.31	\$450.00	\$20,277.31
Mascoma Valley Snow Travelers, Inc.	\$12,200.00	\$0.00	\$12,200.00
Milan All Weather Riders	\$46,378.60	\$2,000.00	\$48,378.60
Mohawk Trail Riders, Inc.	\$14,544.44	\$0.00	\$14,544.44
Monadnock Sno-Moles, The	\$9,762.50	\$0.00	\$9,762.50
Monadnock Trail Breakers, The	\$9,254.77	\$0.00	\$9,254.77
Monroe Bumper Humpers, The	\$2,450.00	\$0.00	\$2,450.00
Moultonboro Snowmobile Club	\$10,210.00	\$1,875.00	\$12,085.00
Mount Agassiz Trail Association	\$16,016.70	\$0.00	\$16,016.70
Mt. Cardigan Snowmobile Club	\$27,979.20	\$0.00	\$27,979.20
Mt. Major Snowmobile Club, Inc.	\$20,942.00	\$0.00	\$20,942.00

Club	Grooming	Plowing	GrantTotal
Mountain-Meadow Riders	\$22,875.00	\$2,000.00	\$24,875.00
New Hampshire Sno-Shakers Snowmobile Club	\$2,285.21	\$1,900.00	\$4,185.21
New Hampshire Trail Dawgs	\$7,490.50	\$0.00	\$7,490.50
Newfields Sno-Raiders	\$3,704.41	\$1,500.00	\$5,204.41
Night Riders, Inc.	\$9,890.00	\$0.00	\$9,890.00
Nor'Easters Snowmobile Club, Inc.	\$6,729.09	\$0.00	\$6,729.09
Northwood Crank Pullers Snowmobile Club, Inc.	\$8,098.98	\$0.00	\$8,098.98
Old #4 Rod, Gun and Snowmobile Club, Inc.	\$5,426.33	\$850.00	\$6,276.33
Ossipee Valley Snowmobile Club Assn. Inc.	\$15,862.50	\$800.00	\$16,662.50
Pisgah Mountain Trailriders, Inc.	\$5,800.00	\$500.00	\$6,300.00
Pittsburg Ridge Runners Snowmobile Club, Inc.	\$198,550.00	\$3,900.00	\$202,450.00
Powder Mill Snowmobile Club Inc.	\$24,400.00	\$0.00	\$24,400.00
Presidential Range Riders	\$30,500.00	\$0.00	\$30,500.00
Ridge Skippers Snowmobile Club of Sullivan	\$4,112.00	\$0.00	\$4,112.00
Sandwich Sidehillers	\$6,835.00	\$0.00	\$6,835.00
Scrub Oak Scramblers Snowmobile Club, Inc.	\$29,585.00	\$2,250.00	\$31,835.00
Seven Lakes Snowmobile Club	\$21,350.00	\$0.00	\$21,350.00
Shugah Valley Snow Riders, Inc.	\$6,100.00	\$0.00	\$6,100.00
Sno-Streakers	\$12,810.00	\$0.00	\$12,810.00
Snow Drifters	\$19,825.00	\$0.00	\$19,825.00
Snoward Bound Snowmobile Club	\$6,710.00	\$600.00	\$7,310.00
Southern New Hampshire Snow Slickers, Inc.	\$15,940.00	\$0.00	\$15,940.00
Southern New Hampshire Trailblazers	\$6,835.00	\$0.00	\$6,835.00
Squam Trail-Busters Snowmobile Club, Inc., The	\$21,360.00	\$0.00	\$21,360.00
Stratford Swamp Stompers Snowmobile Club, Inc.	\$4,425.00	\$520.00	\$4,945.00
Stratford Nighthawks	\$57,760.00	\$1,280.00	\$59,040.00
Suncook Valley Sno Riders	\$10,409.00	\$0.00	\$10,409.00
Sutton Ridgerunners	\$3,566.71	\$0.00	\$3,566.71
Swift Diamond Riders Snowmobile Club, The	\$126,600.00	\$0.00	\$126,600.00
T-N Arch Trail Travelers, Inc.	\$15,510.00	\$0.00	\$15,510.00
Town Line Trail Dusters, Inc.	\$11,920.00	\$0.00	\$11,920.00
Tri-Town Trailblazers, Inc.	\$6,530.50	\$0.00	\$6,530.50
Twin Mountain Snowmobile Club	\$45,750.00	\$0.00	\$45,750.00
Twin Ridge Mountaineers, Inc.	\$18,245.00	\$0.00	\$18,245.00
Twin State Trail Buster Snowmobile Club	\$15,250.00	\$0.00	\$15,250.00
Umbagog Snowmobile Association, Inc.	\$140,195.76	\$6,875.00	\$147,070.76
Uncanoonuc Mountaineers of Goffstown, The	\$1,960.00	\$0.00	\$1,960.00
Washington Snow Riders, Inc., The	\$9,627.50	\$300.00	\$9,927.50
Waumbek Methna Snowmobile Club	\$51,948.00	\$1,250.00	\$53,198.00
Weare Winter Wanderers, Inc.	\$16,203.59	\$1,250.00	\$17,453.59
Westmoreland Sno-Belters Snowmobile Club, Inc.	\$2,900.00	\$0.00	\$2,900.00
White Mountain Ridge Runners, Inc.	\$61,605.00	\$1,800.00	\$63,405.00
White Mountain Snowmobile Club	\$24,400.00	\$1,000.00	\$25,400.00
White Mountain Trail Club	\$28,305.00	\$1,000.00	\$29,305.00
Whitefield Sno Kings Snowmobile Club	\$9,256.80	\$0.00	\$9,256.80
Wilton Lyndeborough Winter Wanderers	\$7,919.00	\$1,200.00	\$9,119.00
Winchester Trail Riders, Inc.	\$10,162.50	\$0.00	\$10,162.50
Wolfeboro Snowmobile Club, Inc.	\$18,300.00	\$480.00	\$18,780.00
	<b>\$2,202,424.61</b>	<b>\$53,992.50</b>	<b>\$2,256,417.11</b>



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 \_\_\_\_\_, 2020, 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 245-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 December 15, 2020, through March 31, 2021.
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 10<sup>th</sup>, 2021, the State agrees to pay the Club percentages, as applicable, deemed eligible and approved, for grooming and/or plowing performed between December 15, 2020, and December 31, 2020.

- 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 10<sup>th</sup> 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 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 received for by the Club by the Agreement termination date, shall lapse and be returned to the Bureau 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 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 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 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 \_\_\_\_\_, 2020 before me appeared \_\_\_\_\_  
known to me, or satisfactorily proven to be, the same person subscribed to be 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 NATURAL AND CULTURAL RESOURCES

\_\_\_\_\_  
Sarah L. Stewart  
Commissioner

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

Approved \_\_\_\_\_, substance and execution:

\_\_\_\_\_  
Michael Haley, Esq.  
NH Department of Justice

Agreement expiration date: May 31, 2021

Approved by Governor and Council

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

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