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5C

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

September 13, 2022

His Excellency, Governor Christopher T. Sununu
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Pursuant to RSA 215-C:2, III, Bureau Responsibilities, authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation, Bureau of Trails (Department) to enter into Memorandum of Agreements with the snowmobile clubs and at the properties listed below for the purpose of developing, maintaining, and managing public snowmobile trails for a 5-year period effective upon Governor and Executive Council approval through October 4, 2027. No State Funding is required.

Snowmobile Clubs	Property Name(s)
Newfields Sno Raiders	Rockingham Recreational Rail Trail
Winchester Trail Riders, Inc	Ashuelot Recreational Rail Trail, Pisgah State Park

EXPLANATION

These Memorandum of Agreements (MOAs) authorize the snowmobile clubs to maintain designated snowmobile trails on behalf of the Department to protect and the preserve the landscape. The Bureau of Trails relies on its snowmobile volunteers to help maintain miles of snowmobile trails. All trails are maintained under the provisions of Chapter Res 8500, Bureau of Trail Use Rules.

The Attorney General's Office has reviewed and approved these MOA's as to form, substance, and execution.

Respectfully submitted,

Sarah L. Stewart
Commissioner

MEMORANDUM OF AGREEMENT
for
WINCHESTER TRAIL RIDERS, INC.
at
ASHUELOT RECREATIONAL RAIL TRAIL
PISGAH STATE PARK

Pursuant to New Hampshire RSA Chapter 215-C Snowmobiles, and under the provisions of Chapter Res 8500 Bureau Trail Use Rules, this Memorandum of Agreement (the MOA) is entered into between the **New Hampshire Department of Natural and Cultural Resources**, (the STATE and DNCR), with a principal mailing address of 172 Pembroke Road, Concord, NH 03301, and the **Winchester Trail Riders, Inc.**,(the CLUB), P.O. BOX 225, Winchester, NH 03470, for the purpose of developing, maintaining and managing public snowmobile trails owned by the STATE on property known as **Ashuelot Recreational Rail Trail** in Winchester, NH, (the PROPERTY's), as agreed to herein.

WHEREAS, Ashuelot Recreational Rail Trail and Pisgah State Park, property managed by the State of NH, and under the administration of the Department of Natural and Cultural Resources (DNCR), is open to public use and managed for multiple uses and resource values, including snowmobiling use; and

WHEREAS, the Division of Forests and Lands, pursuant to RSA 227-G, has the responsibility for the management of all state-owned forestlands, and to cooperate with the Division of Parks and Recreation in promoting recreational use of state-owned forestlands; and

WHEREAS, the Division of Parks and Recreation, pursuant to RSA 216-A, has the responsibility for recreation, development and management of state-owned parks and forests, and to cooperate with the Division of Forests and Lands in the joint promotion of forest recreation and forest management of state-owned forestlands; and

WHEREAS, the Division of Parks and Recreation - Bureau of Trails, pursuant to RSA 215-C, is responsible for establishing and administering snowmobile trails in cooperation with other State agencies and private interests for the public benefit, administering funds for the development and maintenance of snowmobile trails, and working with organized trail clubs in support of the sport; and

WHEREAS, the CLUB is a recognized non-profit group in good standing with the Secretary of State, whose purpose is to maintain and monitor designated snowmobile trails on behalf of the State to protect and preserve the landscape;

WHEREAS, the CLUB has requested permission to maintain specific trails on the PROPERTY for public snowmobile use:

NOW THEREFORE, the parties agree as follows:

1) TRAIL. The parties agree to work cooperatively in providing and maintaining, through environmentally sound action, a safe, functional, attractive and user-friendly snowmobile trail system (the TRAIL) over existing ways on the PROPERTY(s), as depicted on the attached map(s).

2) TERM. The term of this MOA shall be for five (5) years from the date of Governor and Council approval.

3) RIGHTS GRANTED. During the TERM, the STATE grants to the CLUB, in cooperation and coordination with the STATE, **non-exclusive** rights to operate, manage, maintain and use the TRAIL; and to honor the public right to use the TRAIL. The TRAIL shall be open to the public for snowmobile use as defined in RSA 215-C, and for other non-motorized uses, and shall not be limited to use by members of the CLUB only.

"Non-exclusive" access and use granted herein, or by any other permit or agreement between the parties, is a privilege for access to and use of said PROPERTY and TRAIL; and does not represent nor imply a real property interest in the PROPERTY and TRAIL for which the STATE shall reserve for itself control and all rights and privileges.

4) COMPLIANCE WITH SNOWMOBILE AND TRAIL-RELATED LAWS AND REGULATIONS. This MOA and the use of snowmobiles on the PROPERTY shall be in accordance with New Hampshire laws and State rules, regulations and policies pertaining to such use, as may be amended. Current applicable laws, rules, regulations, and policies regarding snowmobile use are made part of this MOA by reference. The term "snowmobile" is defined in RSA 215-C:1.

5) RESOURCE AND USE PROTECTION. The CLUB shall work cooperatively with the STATE to mitigate the impact of the TRAIL on natural, historical and cultural resources, and other uses of the PROPERTY, as authorized by the STATE.

6) STATE OPERATIONS AND NOTIFICATION. The STATE, and its agents, reserves its right to enter the PROPERTY with persons and equipment for purposes of maintaining the TRAIL and PROPERTY at any time, at its discretion.

   a. The STATE, through its regional forester, agrees to provide written notification to the CLUB, no less than one week in advance of any proposed maintenance, management, and forestry activities that will occur on or within close proximity to the TRAIL, and impact its use or maintenance, in order to coordinate a temporary reroute or closure of the TRAIL and notification to the public of said reroute or closure.

   b. In a non-emergency situation, The STATE shall notify the CLUB in writing no less than one (1) month in advance, prior to a permanent planned closure or relocation of the TRAIL.

7) EMERGENCY TRAIL CLOSURE. The STATE maintains its right to close or relocate the TRAIL, or portions thereof, during an emergency situation such as, but not limited to, any of the conditions listed below. The STATE shall inform the CLUB of an emergency TRAIL closure or relocation, as soon as practicable.

   a. Weather conditions that make the TRAIL unsuitable for snowmobile use;

   b. Public safety that is endangered due to TRAIL conditions;

   c. Use of the TRAIL that is resulting in significant degradation of surface waters;

d. Damage to the TRAIL that may occur due to heavy rain, mud, or other condition;

e. Use of the TRAIL that is resulting in significant unauthorized snowmobile use on the remaining PROPERTY; or

f. Any other reason that would cause public safety or environmental concerns that is sufficient to close the TRAIL to snowmobile use, as determined by the STATE.

8) TRAIL MAINTENANCE. The CLUB agrees to assist the STATE with the maintenance of the TRAIL. Maintenance shall include, but not be limited to, signage, routine inspection, installation, repair, and replacement of bridges and culverts, removal of rocks and stumps, placement of gravel and natural fill, smoothing the trail surface, installation of broad based dips, water bars and ditches, removal of fallen trees, cutting back vegetation encroaching on the TRAIL to assist with safe winter grooming practices, and grooming of the TRAIL.

a. The CLUB may apply for Grant-In-Aid (GIA) and/or Recreational Trails Program (RTP) grant funds in order to complete maintenance of the TRAIL. The CLUB is also permitted to solicit and receive donations on behalf of, and for use in, the maintenance of the PROPERTY. Third party donations shall not constitute a claim or interest within the PROPERTY. The CLUB shall notify all donor(s) of this policy in writing.

b. The STATE agrees that the CLUB is a maintenance partner of the STATE, and as such, the STATE agrees that the CLUB shall not be responsible for providing repairs on the PROPERTY caused by unexpected catastrophic events, natural or otherwise, damages caused by others, major TRAIL damages, or impacts caused by the public use of the TRAILS. Such significant repairs would be done in partnership between the parties, including, but not limited to, shared labor, materials, and expenses.

c. The CLUB agrees to maintain all necessary safeguards for the safety of the public and CLUB volunteers. The CLUB shall not be liable for personal injury or property damage from construction, maintenance, or trail improvements for public recreational use, pursuant to RSA 508:14, II, in the absence of gross negligence or willful or wanton misconduct.

d. The CLUB agrees to maintain a record of all persons involved in volunteer work on the PROPERTY. Said record will contain the volunteer's full name, dates and hours of volunteer work, and type of volunteer work performed to enable the protections under RSA 508:17.

e. The CLUB agrees to maintain all equipment, to include but not be limited to, chainsaws, handsaws, limb saws, excavators, backhoes, rock rakes, graders, groomers, and drags, utilized for trail work on the PROPERTY, in proper operating condition with all safety devices functioning.

f. The CLUB agrees that volunteers must use, at a minimum, the following Personal Protective Equipment (PPE) when utilizing a chainsaw for trail work: Hardhat, Ear protection, Leather gloves, Eye or face screen protection, Long sleeve tops, Long pants and cut resistant chaps that extend from waist to top of boot, and Non-skid boots with lug soles and steel toe or composite toe protection.

g. All TRAIL maintenance activities done by the CLUB, other than routine trail brushing and grooming, shall be pre-approved by the STATE through its regional forester. Any and all structural improvements fixed or permanently installed on the PROPERTY by the CLUB or its subcontractors, shall vest, free and clear and without cost, to the STATE upon project

completion. The STATE reserves the right to terminate this MOA if the CLUB carries out any unauthorized work on the PROPERTY.

h. The CLUB agrees to work cooperatively with the STATE to do such things, as are reasonably necessary and practicable, including the use of gates and barriers and appropriate official signs, to keep snowmobile use on the TRAIL and to restrict access by vehicles other than snowmobiles.

i. The CLUB agrees, from TRAIL setup in the fall through sign retrieval in the spring, to maintain the TRAIL in a litter-free condition and shall promptly dispose of all litter, trash, and manmade debris associated with snowmobiling in a proper manner and offsite.

9) CHAINSAW CERTIFICATION. Beginning on December 1, 2022, and continuing through the full term of this MOA, no CLUB volunteer may operate a chainsaw while engaged in trail work on the PROPERTY unless the volunteer first:

a. Completes a DNCR chainsaw safety course and receives certification therefor; or

b. Provides a copy of such certification from another acceptable trainer.

Information on DNCR chainsaw training is available from the Bureau of Trails.

10) TRAIL SIGNAGE. The CLUB agrees to adequately mark the TRAIL to indicate the location of the TRAIL, to assist in restricting snowmobile use to within the designated TRAIL corridor, and to post any other restrictions to TRAIL use, in accordance with the "Trail Signing Handbook," published by NH Bureau of Trails, or any succeeding standards.

a. All spur, side or connecting trails shall be posted to indicate that snowmobile access and use thereon is prohibited.

b. If possible, all TRAIL signage shall be placed on signposts. If not possible, any signage posted on trees shall be done with aluminum nails.

c. Permanent signposts and signs shall only be installed with written approval from the STATE regional forester.

d. The CLUB agrees to remove non-permanent signage as soon as the season ends, as conditions allow, but no later than June 1st.

11) MONITORING TRAIL USE. In cooperation and consultation with the STATE, the CLUB shall monitor snowmobile usage on the TRAIL to ensure that the ecological conditions are not substantially diminished or degraded by snowmobile use and that snowmobile use is limited to the designated TRAIL and is done in compliance with current State laws, administrative rules and this MOA. The STATE and the CLUB agree to meet at least annually, before November 15, and more often at the request of either party, to discuss snowmobile use issues that may develop and to consider TRAIL management options.

12) END OF YEAR REPORT. The CLUB shall submit an End of Year Report (the REPORT) to the STATE, due by each May 1st. The REPORT shall include, but not be limited to, the following:

a. Record of the previous year's maintenance activities, including hours of contracted and volunteer work, materials and maintenance costs, and funding sources, both State grant-funded and other funding source; and

b. The REPORT shall be reviewed and approved by the STATE within thirty (30) days of submission. Issues, if any, rendering the REPORT unacceptable to the STATE, shall be resolved between the STATE and the CLUB. In the event the parties cannot agree on a final REPORT that is acceptable to the STATE, the TRAIL may be closed by the STATE, at its discretion.

13) INSURANCE. The CLUB shall, at its sole expense, obtain and continuously maintain in full force general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess. The CLUB shall list the STATE as additional insured and as a certificate holder, and shall provide the STATE with a certificate(s) of insurance for all insurance required under this MOA.

14) INDEMNIFICATION / LIMITATION OF LIABILITY. Unless otherwise exempted by law, the CLUB Shall indemnify and hold harmless the STATE, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the STATE, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the CLUB; or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The STATE shall not be liable for any costs incurred by the CLUB arising under this paragraph. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the STATE, which immunity is hereby reserved to the STATE. This covenant shall survive the termination of this Agreement.

The STATE and CLUB are entitled to the protections of RSA 508:14, RSA 508:17, RSA 215-C:55, and RSA 212:34, and any other statutory liability protections. The CLUB shall defend and indemnify and save the State of New Hampshire harmless for any liability, damage, loss, cost or expense caused by the CLUB and/or its agents' for injury to persons or property arising out of, or incidental to, the use of the TRAIL, as herein permitted.

15) CLUB'S RELATION TO THE STATE. In the performance of this MOA the CLUB is in all respects an independent contractor, and is neither an agent nor an employee of the STATE. Neither the CLUB nor any of its officers, employees, agents or members shall have authority to bind the STATE or receive any benefits, workers' compensation or other emoluments provided by the STATE to its employees.

16) The CLUB understands and accepts the risks, hazards, and dangers inherent in carrying out any duties and responsibilities of volunteer activities hosted by the CLUB. The CLUB agrees for itself, its officers, agents, employees, members, volunteers and its heirs and assigns, to release and hold harmless, defend and indemnify the State of New Hampshire and DNCR, its officers, employees, and volunteers, from and against all claims, demands, actions, and causes of action as a result of personal injury, death, or property damage sustained by the CLUB or by others due to the CLUB's volunteer activities.

17) The CLUB shall be solely responsible and liable for its officers, staff, members, volunteers, subcontractors, guests, and its operations, programs, and all other associated activities conducted on the TRAIL and within the PROPERTY. The CLUB shall ensure that its officers, staff, members and volunteers are properly trained, certified and licensed to carry out all CLUB activities, in accordance with current safety and operating standards, practices and conduct necessary for the proper execution of its activities. The CLUB shall comply with any additional or specialized training required by DNCR, as specified in the REPORT, Special Use Permit(s), or any other agreement between the parties.

18) CONDITIONAL NATURE OF AGREEMENTS. Notwithstanding any provision of this MOA to the contrary, all obligations of the STATE herein, including, without limitation, the continuance of payments herein, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this MOA and any associated REPORT(s), in whole or in part. In no event shall the STATE be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the STATE shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the activities under this MOA immediately upon giving the CLUB notice of such reduction or termination. The STATE shall not be required to transfer funds from any other account or source to CLUB in the event funds earmarked under this MOA are reduced or unavailable.

19) DISPUTES. Prior to the filing of any formal proceedings with respect to a dispute, the party believing itself aggrieved shall call for progressive management involvement in the dispute negotiation by written notice to the other party. The parties shall use all reasonable efforts to arrange personal meetings and/or telephone conferences as needed.

20) FINAL AUTHORITY. The CLUB shall comply with all reasonable requests made by the STATE. The decision of the DNCR Commissioner relative to the proper performance of the conditions of this MOA shall be final and conclusive as to each matter not covered in the MOA, and questions that may arise in connection with the privileges granted, and also as to each matter which is not clearly covered herein.

21) AMENDMENTS. This MOA may be amended in writing through mutual agreement by the STATE and the CLUB.

22) TRANSFERABILITY. The CLUB, upon written approval from the STATE, may transfer its rights to another qualified non-profit group under this MOA, if it is determined that the CLUB is no longer able or willing to abide by the terms and conditions of this MOA. In the event that the CLUB terminates its duties under this MOA and this MOA is not transferred, the DNCR Commissioner shall make the final determination as to whether to continue or not continue snowmobile use on the PROPERTY.

23) TERMINATION. The CLUB may terminate the MOA with a 30-day written notice to the STATE. The DNCR Commissioner may terminate the MOA at his/her discretion, with 30 days' written notice to the CLUB at any time.

24) CHOICE OF LAW AND FORUM. This MOA shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in the MOA is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this MOA shall be brought and maintained in New Hampshire Superior Court, which shall have exclusive jurisdiction thereof.

[SIGNATURE PAGE TO FOLLOW.]

IN WITNESS WHEREOF, the parties hereto have set their hands on the date herein written.

CLUB – Winchester Trail Riders, Inc.

By: _____ 8-10-22
Duly Authorized Date
Troy Rokes, President

STATE – New Hampshire Department of Natural and Cultural Resources

By: _____ 9/19/2022
Sarah L. Stewart, Commissioner Date
Department of Natural and Cultural Resources

By: _____ 9/13/22
Director, Authorized Designee Date
Division of Parks and Recreation

By: _____ 9/15/22
Patrick D. Hackley, Director Date
Division of Forests and Lands

Approved as form, substance and execution:

Takhmina Rakhmatova 9/19/2022
ATTORNEY GENERALS OFFICE Date
OFFICE OF THE ATTORNEY GENERAL

Approved by the Governor and Council on: _____, Item #: _____

CR/mm/MRH/tl-081921

All notices pursuant to this MOA should be provided to the following parties:

Troy Rokes, President
Winchester Trails Riders, Inc.
P.O. Box 225
Winchester, NH 03470

Patrick Hackley, Director
Division of Forests and Lands
172 Pembroke Road
Concord, NH 03301

Inge Seaboyer, South Regional Forester
Division of Forests and Lands
172 Pembroke Road
Concord, NH 03301

Phil Bryce, Director
Division of Parks and Recreation
172 Pembroke Road
Concord, NH 03301

Craig Rennie, Chief
Bureau of Trails
172 Pembroke Road
Concord, NH 03301

Shawn Violette, District 3 Supervisor
Bureau of Trails
603-419-9827
Shawn.P.Violette@dncr.nh.gov

NHSNO-1

OP ID: SC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/09/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
603-224-5394
Allied Insurance Agency, Inc.
500 South Street
Bow, NH 03304
Sandra L. Cochrane

CONTACT NAME: Sandra L. Cochrane
PHONE (A/C, No, Ext): 603-224-5394 FAX (A/C, No): 603-226-4265
E-MAIL ADDRESS: scochrane@alliedia.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Cincinnati Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
NH Snowmobile Association, Inc
Dan Gould - Executive Director
600 Laconia Road, Ste 2
Tilton, NH 03276

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			EPP 0151084	07/01/2022	07/01/2023	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			EBA 0271028	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB / X OCCUR			EPP 0151084	07/01/2022	07/01/2023	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N		N/A				E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Club-Civ.Serv.Soc-N/Bids-Prm-Own/Lease Nfp
Winchester Trailriders

RECEIVED
SEP 13 2022
DNCR

CERTIFICATE HOLDER

DEPTNAT

Dept of Natural & Cultural Res
Bureau of Trails, GIA Program
172 Pembroke Road
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Sandra L. Cochrane

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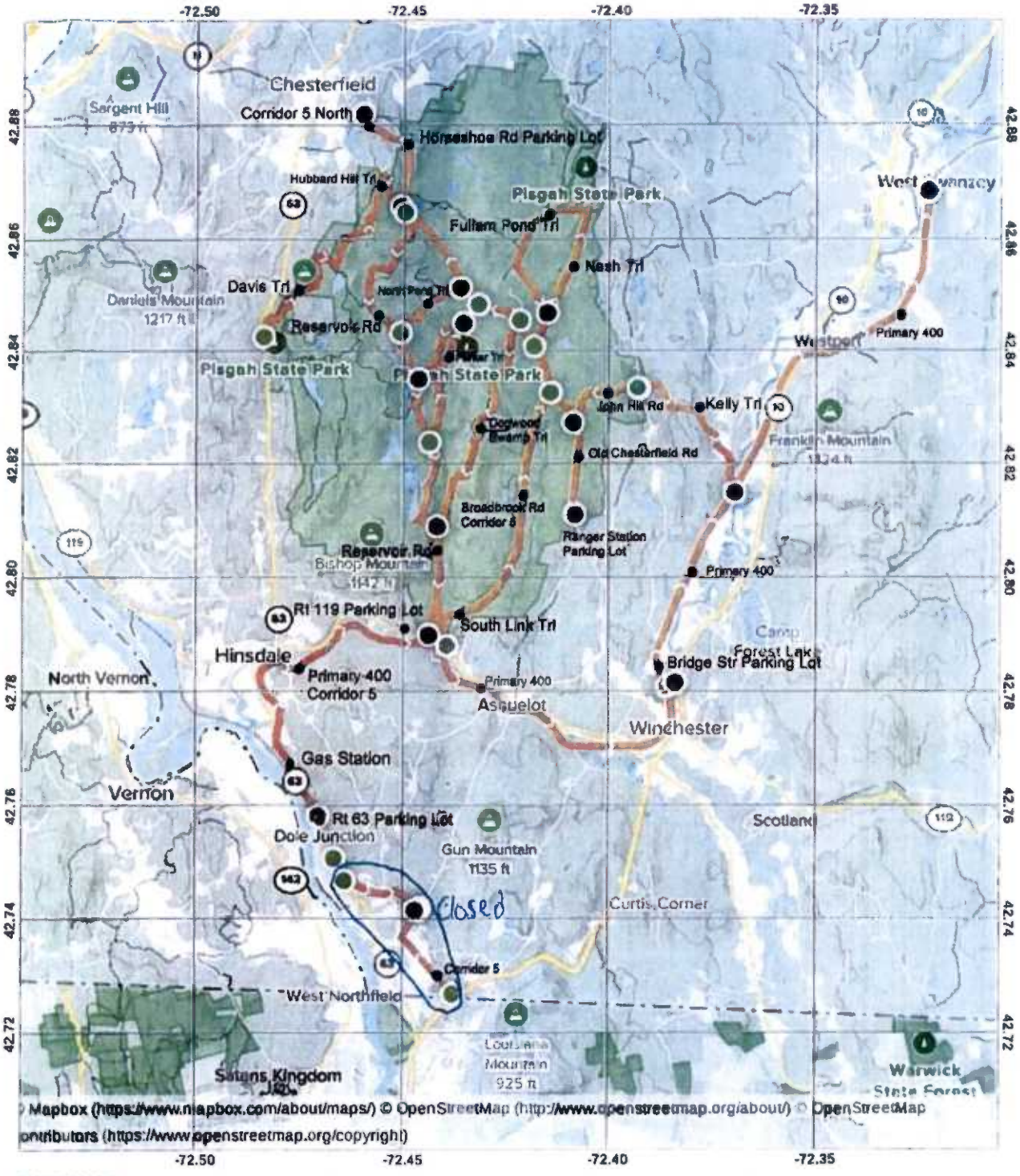
AllTrails

WTR MAP 2021



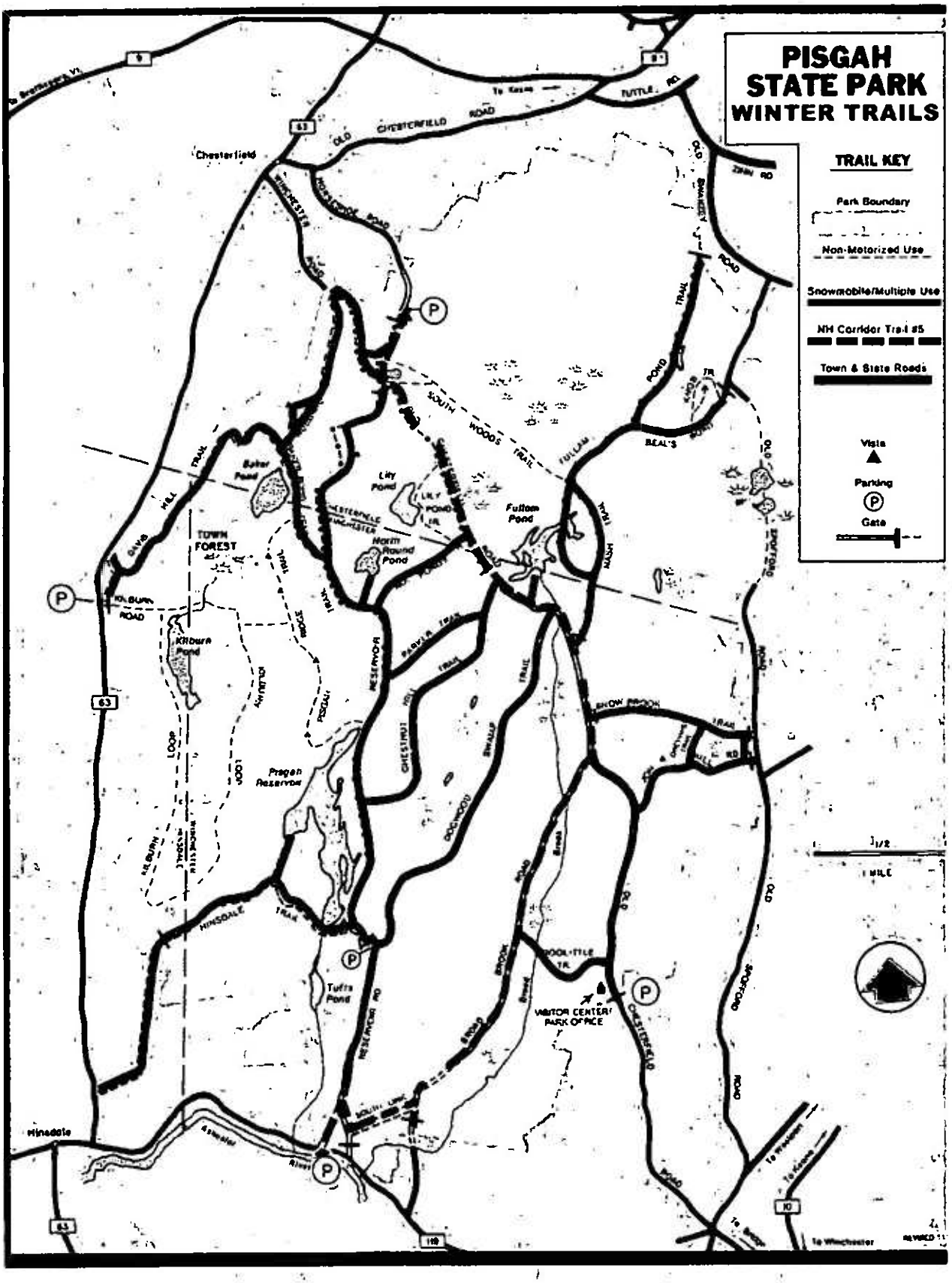
MN
14.1°W
2/12/21

2 0 2 4 KM 6

1 0 1 2 3 MI 4

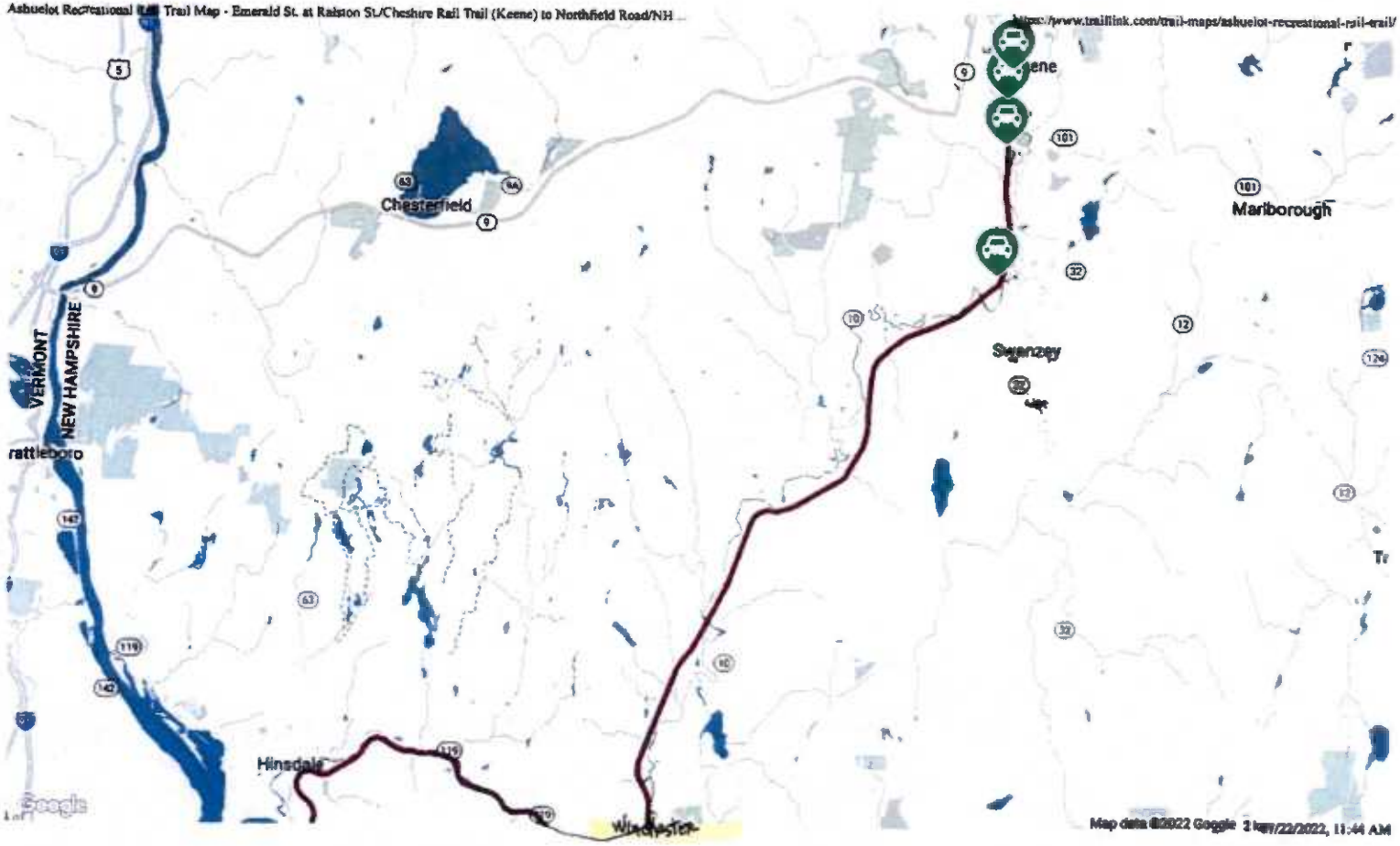
10 mi 20 mi 30 mi 40 mi

Scale 1:100000 Datum WGS84


PISGAH
STATE PARK
WINTER TRAILS
TRAIL KEY
Park Boundary
Non-Motorized Use
Snowmobile/Multiple Use
NH Corridor Trail #5
Town & State Roads
Vista
Parking
Gate
Chesterfield
Hinsdale
TOWN FOREST
Pisgah Reservoir
VISITOR CENTER/ PARK OFFICE
1 MILE

Ashuelot Recreational Rail Trail Map - Emerald St. at Ralston St/Cheshire Rail Trail (Keene) to Northfield Road/NH ...

https://www.traillink.com/trail-maps/ashuelot-recreational-rail-trail/



1/22/2022, 11:44 AM

MEMORANDUM OF AGREEMENT
for
NEWFIELDS SNO RAIDERS
at
ROCKINGHAM RECREATIONAL RAIL TRAIL

Pursuant to New Hampshire RSA Chapter 215-C Snowmobiles, and under the provisions of Chapter Res 8500 Bureau Trail Use Rules, this Memorandum of Agreement (the MOA) is entered into between the **New Hampshire Department of Natural and Cultural Resources**, (the STATE and DNCR), with a principal mailing address of 172 Pembroke Road, Concord, NH 03301, and the **Newfields Sno Raiders,** (the CLUB), P.O. BOX 89, Newfields, NH 03856, for the purpose of developing, maintaining and managing public snowmobile trails owned by the STATE on property known as **Rockingham Recreational Rail Trail** in Newfields, NH, (the PROPERTY's), as agreed to herein.

WHEREAS, Rockingham Recreational Rail Trail property owned by the State of NH, and under the administration of the Department of Natural and Cultural Resources (DNCR), is open to public use and managed for multiple uses and resource values, including snowmobiling use; and

WHEREAS, the Division of Forests and Lands, pursuant to RSA 227-G, has the responsibility for the management of all state-owned forestlands, and to cooperate with the Division of Parks and Recreation in promoting recreational use of state-owned forestlands; and

WHEREAS, the Division of Parks and Recreation, pursuant to RSA 216-A, has the responsibility for recreation, development and management of state-owned parks and forests, and to cooperate with the Division of Forests and Lands in the joint promotion of forest recreation and forest management of state-owned forestlands; and

WHEREAS, the Division of Parks and Recreation - Bureau of Trails, pursuant to RSA 215-C, is responsible for establishing and administering snowmobile trails in cooperation with other State agencies and private interests for the public benefit, administering funds for the development and maintenance of snowmobile trails, and working with organized trail clubs in support of the sport; and

WHEREAS, the CLUB is a recognized non-profit group in good standing with the Secretary of State, whose purpose is to maintain and monitor designated snowmobile trails on behalf of the State to protect and preserve the landscape;

WHEREAS, the CLUB has requested permission to maintain specific trails on the PROPERTY for public snowmobile use:

NOW THEREFORE, the parties agree as follows:

1) TRAIL. The parties agree to work cooperatively in providing and maintaining, through environmentally sound action, a safe, functional, attractive and user-friendly snowmobile trail system (the TRAIL) over existing ways on the PROPERTY(s), as depicted on the attached map(s).

2) TERM. The term of this MOA shall be for five (5) years from the date of Governor and Council approval.

3) RIGHTS GRANTED. During the TERM, the STATE grants to the CLUB, in cooperation and coordination with the STATE, **non-exclusive** rights to operate, manage, maintain and use the TRAIL; and to honor the public right to use the TRAIL. The TRAIL shall be open to the public for snowmobile use as defined in RSA 215-C, and for other non-motorized uses, and shall not be limited to use by members of the CLUB only.

"Non-exclusive" access and use granted herein, or by any other permit or agreement between the parties, is a privilege for access to and use of said PROPERTY and TRAIL; and does not represent nor imply a real property interest in the PROPERTY and TRAIL for which the STATE shall reserve for itself control and all rights and privileges.

4) COMPLIANCE WITH SNOWMOBILE AND TRAIL-RELATED LAWS AND REGULATIONS. This MOA and the use of snowmobiles on the PROPERTY shall be in accordance with New Hampshire laws and State rules, regulations and policies pertaining to such use, as may be amended. Current applicable laws, rules, regulations, and policies regarding snowmobile use are made part of this MOA by reference. The term "snowmobile" is defined in RSA 215-C: 1.

5) RESOURCE AND USE PROTECTION. The CLUB shall work cooperatively with the STATE to mitigate the impact of the TRAIL on natural, historical and cultural resources, and other uses of the PROPERTY, as authorized by the STATE.

6) STATE OPERATIONS AND NOTIFICATION: The STATE, and its agents, reserves its right to enter the PROPERTY with persons and equipment for purposes of maintaining the TRAIL and PROPERTY at any time, at its discretion.

   a. The STATE, through its regional forester, agrees to provide written notification to the CLUB, no less than one week in advance of any proposed maintenance, management, and forestry activities that will occur on or within close proximity to the TRAIL, and impact its use or maintenance, in order to coordinate a temporary reroute or closure of the TRAIL and notification to the public of said reroute or closure.

   b. In a non-emergency situation, The STATE shall notify the CLUB in writing no less than one (1) month in advance, prior to a permanent planned closure or relocation of the TRAIL.

7) EMERGENCY TRAIL CLOSURE. The STATE maintains its right to close or relocate the TRAIL, or portions thereof, during an emergency situation such as, but not limited to, any of the conditions listed below. The STATE shall inform the CLUB of an emergency TRAIL closure or relocation, as soon as practicable.

   a. Weather conditions that make the TRAIL unsuitable for snowmobile use;

   b. Public safety that is endangered due to TRAIL conditions;

   c. Use of the TRAIL that is resulting in significant degradation of surface waters;

   d. Damage to the TRAIL that may occur due to heavy rain, mud, or other condition;

e. Use of the TRAIL that is resulting in significant unauthorized snowmobile use on the remaining PROPERTY; or

f. Any other reason that would cause public safety or environmental concerns that is sufficient to close the TRAIL to snowmobile use, as determined by the STATE.

8) TRAIL MAINTENANCE. The CLUB agrees to assist the STATE with the maintenance of the TRAIL. Maintenance shall include, but not be limited to, signage, routine inspection, installation, repair, and replacement of bridges and culverts, removal of rocks and stumps, placement of gravel and natural fill, smoothing the trail surface, installation of broad based dips, water bars and ditches, removal of fallen trees, cutting back vegetation encroaching on the TRAIL to assist with safe winter grooming practices, and grooming of the TRAIL.

a. The CLUB may apply for Grant-In-Aid (GIA) and/or Recreational Trails Program (RTP) grant funds in order to complete maintenance of the TRAIL. The CLUB is also permitted to solicit and receive donations on behalf of, and for use in, the maintenance of the PROPERTY. Third party donations shall not constitute a claim or interest within the PROPERTY. The CLUB shall notify all donor(s) of this policy in writing.

b. The STATE agrees that the CLUB is a maintenance partner of the STATE, and as such, the STATE agrees that the CLUB shall not be responsible for providing repairs on the PROPERTY caused by unexpected catastrophic events, natural or otherwise, damages caused by others, major TRAIL damages, or impacts caused by the public use of the TRAILS. Such significant repairs would be done in partnership between the parties, including, but not limited to, shared labor, materials, and expenses.

c. The CLUB agrees to maintain all necessary safeguards for the safety of the public and CLUB volunteers. The CLUB shall not be liable for personal injury or property damage from construction, maintenance, or trail improvements for public recreational use, pursuant to RSA 508:14, II, in the absence of gross negligence or willful or wanton misconduct.

d. The CLUB agrees to maintain a record of all persons involved in volunteer work on the PROPERTY. Said record will contain the volunteer's full name, dates and hours of volunteer work, and type of volunteer work performed to enable the protections under RSA 508:17.

e. The CLUB agrees to maintain all equipment, to include but not be limited to, chainsaws, handsaws, limb saws, excavators, backhoes, rock rakes, graders, groomers, and drags, utilized for trail work on the PROPERTY, in proper operating condition with all safety devices functioning.

f. The CLUB agrees that volunteers must use, at a minimum, the following Personal Protective Equipment (PPE) when utilizing a chainsaw for trail work: Hardhat, Ear protection, Leather gloves, Eye or face screen protection, Long sleeve tops, Long pants and cut resistant chaps that extend from waist to top of boot, and Non-skid boots with lug soles and steel toe or composite toe protection.

g. All TRAIL maintenance activities done by the CLUB, other than routine trail brushing and grooming, shall be pre-approved by the STATE through its regional forester. Any and all structural improvements fixed or permanently installed on the PROPERTY by the CLUB or its subcontractors, shall vest, free and clear and without cost, to the STATE upon project completion. The STATE reserves the right to terminate this MOA if the CLUB carries out any unauthorized work on the PROPERTY.

h. The CLUB agrees to work cooperatively with the STATE to do such things, as are reasonably necessary and practicable, including the use of gates and barriers and appropriate official signs, to keep snowmobile use on the TRAIL and to restrict access by vehicles other than snowmobiles.

i. The CLUB agrees, from TRAIL setup in the fall through sign retrieval in the spring, to maintain the TRAIL in a litter-free condition and shall promptly dispose of all litter, trash, and manmade debris associated with snowmobiling in a proper manner and offsite.

9) CHAINSAW CERTIFICATION. Beginning on December 1, 2022, and continuing through the full term of this MOA, no CLUB volunteer may operate a chainsaw while engaged in trail work on the PROPERTY unless the volunteer first:

a. Completes a DNCR chainsaw safety course and receives certification therefor; or

b. Provides a copy of such certification from another acceptable trainer.

Information on DNCR chainsaw training is available from the Bureau of Trails.

10) TRAIL SIGNAGE. The CLUB agrees to adequately mark the TRAIL to indicate the location of the TRAIL, to assist in restricting snowmobile use to within the designated TRAIL corridor, and to post any other restrictions to TRAIL use, in accordance with the "Trail Signing Handbook," published by NH Bureau of Trails, or any succeeding standards.

a. All spur, side or connecting trails shall be posted to indicate that snowmobile access and use thereon is prohibited.

b. If possible, all TRAIL signage shall be placed on signposts. If not possible, any signage posted on trees shall be done with aluminum nails.

c. Permanent signposts and signs shall only be installed with written approval from the STATE regional forester.

d. The CLUB agrees to remove non-permanent signage as soon as the season ends, as conditions allow, but no later than June 1st.

11) MONITORING TRAIL USE. In cooperation and consultation with the STATE, the CLUB shall monitor snowmobile usage on the TRAIL to ensure that the ecological conditions are not substantially diminished or degraded by snowmobile use and that snowmobile use is limited to the designated TRAIL and is done in compliance with current State laws, administrative rules and this MOA. The STATE and the CLUB agree to meet at least annually, before November 15, and more often at the request of either party, to discuss snowmobile use issues that may develop and to consider TRAIL management options.

12) END OF YEAR REPORT. The CLUB shall submit an End of Year Report (the REPORT) to the STATE, due by each May 1st. The REPORT shall include, but not be limited to, the following:

a. Record of the previous year's maintenance activities, including hours of contracted and volunteer work, materials and maintenance costs, and funding sources, both State grant-funded and other funding source; and

b. The REPORT shall be reviewed and approved by the STATE within thirty (30) days of submission. Issues, if any, rendering the REPORT unacceptable to the STATE, shall be resolved between the STATE and the CLUB. In the event the parties cannot agree on a final REPORT that is acceptable to the STATE, the TRAIL may be closed by the STATE, at its discretion.

13) INSURANCE. The CLUB shall, at its sole expense, obtain and continuously maintain in full force general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess. The CLUB shall list the STATE as additional insured and as a certificate holder, and shall provide the STATE with a certificate(s) of insurance for all insurance required under this MOA.

14) INDEMNIFICATION / LIMITATION OF LIABILITY. Unless otherwise exempted by law, the CLUB Shall indemnify and hold harmless the STATE, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the STATE, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the CLUB, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The STATE shall not be liable for any costs incurred by the CLUB arising under this paragraph. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the STATE, which immunity is hereby reserved to the STATE. This covenant shall survive the termination of this Agreement.

The STATE and CLUB are entitled to the protections of RSA 508:14, RSA 508:17, and RSA 215-C: 55, and RSA 212:34, and any other statutory liability protections. The CLUB shall defend and indemnify and save the State of New Hampshire harmless for any liability, damage, loss, cost or expense caused by the CLUB and/or its agents' for injury to persons or property arising out of, or incidental to, the use of the TRAIL, as herein permitted.

15) CLUB'S RELATION TO THE STATE. In the performance of this MOA the CLUB is in all respects an independent contractor, and is neither an agent nor an employee of the STATE. Neither the CLUB nor any of its officers, employees, agents or members shall have authority to bind the STATE or receive any benefits, workers' compensation or other emoluments provided by the STATE to its employees.

16) The CLUB understands and accepts the risks, hazards, and dangers inherent in carrying out any duties and responsibilities of volunteer activities hosted by the CLUB. The CLUB agrees for itself, its officers, agents, employees, members, volunteers and its heirs and assigns, to release and hold harmless, defend and indemnify the State of New Hampshire and DNCR, its officers, employees, and volunteers, from and against all claims, demands, actions, and causes of action as a result of personal injury, death, or property damage sustained by the CLUB or by others due to the CLUB's volunteer activities.

17) The CLUB shall be solely responsible and liable for its officers, staff, members, volunteers, subcontractors, guests, and its operations, programs, and all other associated activities conducted on the TRAIL and within the PROPERTY. The CLUB shall ensure that its officers, staff, members and volunteers are properly trained, certified and licensed to carry out all CLUB activities, in accordance with current safety and operating standards, practices and conduct necessary for the proper execution of its activities. The CLUB shall comply with any additional or specialized training required by DNCR, as specified in the REPORT, Special Use Permit(s), or any other agreement between the parties.

18) CONDITIONAL NATURE OF AGREEMENTS. Notwithstanding any provision of this MOA to the contrary, all obligations of the STATE herein, including, without limitation, the continuance of payments herein, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this MOA and any associated REPORT(s), in whole or in part. In no event shall the STATE be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the STATE shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the activities under this MOA immediately upon giving the CLUB notice of such reduction or termination. The STATE shall not be required to transfer funds from any other account or source to CLUB in the event funds earmarked under this MOA are reduced or unavailable.

19) DISPUTES. Prior to the filing of any formal proceedings with respect to a dispute, the party believing itself aggrieved shall call for progressive management involvement in the dispute negotiation by written notice to the other party. The parties shall use all reasonable efforts to arrange personal meetings and/or telephone conferences as needed.

20) FINAL AUTHORITY. The CLUB shall comply with all reasonable requests made by the STATE. The decision of the DNCR Commissioner relative to the proper performance of the conditions of this MOA shall be final and conclusive as to each matter not covered in the MOA, and questions that may arise in connection with the privileges granted, and also as to each matter which is not clearly covered herein.

21) AMENDMENTS. This MOA may be amended in writing through mutual agreement by the STATE and the CLUB.

22) TRANSFERABILITY. The CLUB, upon written approval from the STATE, may transfer its rights to another qualified non-profit group under this MOA, if it is determined that the CLUB is no longer able or willing to abide by the terms and conditions of this MOA. In the event that the CLUB terminates its duties under this MOA and this MOA is not transferred, the DNCR Commissioner shall make the final determination as to whether to continue or not continue snowmobile use on the PROPERTY.

23) TERMINATION. The CLUB may terminate the MOA with a 30-day written notice to the STATE. The DNCR Commissioner may terminate the MOA at his/her discretion, with 30 days' written notice to the CLUB at any time.

24) CHOICE OF LAW AND FORUM. This MOA shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in the MOA is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this MOA shall be brought and maintained in New Hampshire Superior Court, which shall have exclusive jurisdiction thereof.

[SIGNATURE PAGE TO FOLLOW.]

IN WITNESS WHEREOF, the parties hereto have set their hands on the date herein written.

CLUB – Newfields Sno Raiders

By: Thomas Bassett — 08/23/2022
Duly Authorized — Date
Thomas Bassett, President

STATE – New Hampshire Department of Natural and Cultural Resources

By: Sarah Stewart — 9/19/2022
Sarah L. Stewart, Commissioner — Date
Department of Natural and Cultural Resources

By: [illegible] — 9/13/22
DIRECTOR, AUTHORIZED DESIGNEE — Date
Division of Parks and Recreation

By: Patrick D. Hackley — 9/15/22
Patrick D. Hackley, Director — Date
Division of Forests and Lands

Approved as form, substance and execution:

Takhmina Rakhmatova — 9/19/2022
OFFICE OF THE ATTORNEY GENERAL — Date

Approved by the Governor and Council on: _____, Item #: _____

CR/mm/MRH/tll-081921

All notices pursuant to this MOA should be provided to the following parties:

Thomas Bassett, President
Newfields Sno Raiders
P.O. Box 89
Newfields, NH 03856

Patrick Hackley, Director
Division of Forests and Lands
172 Pembroke Road
Concord, NH 03301

Mike Powers, Central Regional Forester
Division of Forests and Lands
State Forest Nursery
405 Daniel Webster Highway
Boscawen, NH 03303

Phil Bryce, Director
Division of Parks and Recreation
172 Pembroke Road
Concord, NH 03301

Craig Rennie, Chief
Bureau of Trails
172 Pembroke Road
Concord, NH 03301

Shawn Violette, District 3 Supervisor
Bureau of Trails
C: 603-419-9827
Shawn.P.Violette@dncr.nh.gov

NHSNO-1

OP ID: SC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/26/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Allied Insurance Agency, Inc.
500 South Street
Bow, NH 03304
Sandra L. Cochrane
603-224-5394

CONTACT NAME: Sandra L. Cochrane
PHONE (AIC, No, Ext): 603-224-5394 FAX (AIC, No): 603-226-4265
E-MAIL ADDRESS: scochrane@alliedia.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Cincinnati Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
NH Snowmobile Association, Inc
Dan Gould - Executive Director
600 Laconia Road, Ste 2
Tilton, NH 03276

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		EPP 0151084	07/01/2022	07/01/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB / X OCCUR			EPP 0151084	07/01/2022	07/01/2023	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Club-Civ.Serv.Soc-N/Bids-Prm-Own/Lease Nfp
Newfields- Use of state owned land

CERTIFICATE HOLDER

STATEN7

State of NH
Division of Parks & Recreation
172 Pembroke Road
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Sandra L. Cochrane

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