



State of New Hampshire
 DEPARTMENT OF NATURAL & CULTURAL RESOURCES
 DIVISION OF PARKS & RECREATION
 BUREAU OF TRAILS

172 Pembroke Road Concord, New Hampshire 03301
 Phone: 603-271-3556 Fax: 603-271-3553
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 nhtrails.org



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June 27, 2024

His Excellency, Governor Christopher T. Sununu
 and the Honorable 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 award Recreational Trails Program grants to the 17 organizations listed on the attached sheet (vendor codes included) in the total amount of \$801,474.86 for the development and maintenance of recreational trails and trail related safety and educational projects, effective upon Governor and Council approval through the dates listed on the attached sheet. 100% Federal Funds.

Funding is available in account, Nat'l Recreational Trails Fund, as follows:

03-035-035-351510-37770000-074-500585-Grants for Public Assistance and Relief

FY 2025
 \$801,474.86

EXPLANATION

The Recreational Trails Program is funded by the Federal Highway Administration. The purpose of the program is to allocate funds to the States for the development and maintenance of recreational trails and trail related safety and educational projects.

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

Respectfully submitted,

Brian J. Wilson
 Director

Concurred,

Sarah L. Stewart
 Commissioner

FY-24 (Project B) Recreational Trails Program Community Grants

Grant #	Vendor #	UEID#	Contract expiration Date	Sponsor/Applicant	Project Name	Grant Amount
24-01	157505	YV2CTAAEXV3	12/31/2024	Baker River Valley SMC	2024 Trail Paver II Drag Purchase	\$38,188.33
24-03	157604	TAXSUN6JGX78	8/31/2025	PowderMill SMC	Devil's Den Trail Maintenance	\$13,080.00
24-05	259557	H2TQGR6SY443	8/31/2025	Milan Trail Huggers	Success Trails Rebuild	\$80,000.00
24-06	158451	H18VGNUGYWL5	12/31/2024	North Country ATV	Bog Trail Resurfacing	\$41,886.00
24-08	166666	PGV4E2H16GA4	8/31/2025	Stratford Nighthawks	Bog Trail & Stratford Notch Brushing	\$29,079.37
24-11	162647	ZWZAQ2A71VR5	12/31/2024	Dalton Ridge Runners	DRR Parking Lots	\$37,719.00
24-12	496871	U3QEQ944KXN6	12/31/2024	Cross NH Adventure Trail	Presidential Rail Trail Restoration	\$41,204.00
24-13	177434	N6BTMDEJ815	8/31/2025	Town of Marlborough	CRT Marlborough - Phase 1	\$80,000.00
24-14	173082	HVEHQMJLUD31	12/31/2024	Friends of the Northern Rail Trail	Boscawen Extension Phase 2	\$56,365.46
24-15	177372	RX31FLVKUVY3	8/31/2025	County of Cheshire	CRT Surry-Westmoreland - Phase 2	\$80,000.00
24-16	160055	D5FFN4R34R25	12/31/2024	Randolph Mountain Club	Lowe's Path	\$31,048.00
24-17	177170	EW88S1GENXF4	12/31/2024	Society for the Protection of NH Forests	Dublin Trail: Restoration on Monadnock	\$24,921.28
24-18	177785	THG1JDUJQKQ8	8/31/2025	The Nature Conservancy	Green Hills Preserve	\$60,000.00
24-19	177459	K5FFPDH68BK3	12/31/2024	Town of Peterborough	Peterborough Common Path Rehabilitation	\$10,580.40
24-20	177508	E5FRKN3NY5E9	12/31/2024	Audubon Society of New Hampshire	All Persons Trail: Massabesic Nature Center	\$80,000.00
24-22	177232	KTMBAGN3AKZ1	12/31/2024	Atkinson Conservation Commission	Slade Town Forest Accessible Project Phase 2	\$61,804.00
24-24	177359	GBXRTQPMCX59	12/31/2024	Bedford Conservation Commission	Marston-Dunlap Area Parking & Trailhead	\$35,599.02
Total for Community Projects:						\$801,474.86

Fiscal Year 2024 (Project B) Projects

Community Projects				
Grant #	Grantee	Project Name	Town	Project Description
24-01	Baker River Valley SMC	2024 Trail Paver II Drag Purchase	Multiple	Project is the purchase of a 2024 Trail Paver II Drag and Merrill Limb Masher brushing equipment. The equipment will be used to maintain the clubs 85 miles of trail throughout Grafton County in conjunction with the club-owned Tucker Groomer. RTP funds: Purchase of Drag and Brushing equipment. MATCH: Club funds
24-03	PowderMill SMC	Devil's Den Trail Maintenance	New Durham	Project is the general maintenance of 5.9 miles of multi-season, multi-use trail in the Devil's Den area of New Durham. This includes addressing erosion control issues, clearing ditches, hardening slopes, and repairing water bars. The project also includes excavator mounted mowing/pruning work. RTP Funds: Gravel, Excavator, dozer, dumper, and loader rentals MATCH: Volunteer Labor, use of club UTV for material/volunteer transport
24-05	Milan Trail Huggers	Success Trails Rebuild	Success	Project is broken into 7 Areas, for a total of 5.31 miles of the Success trail system in Success. The project will consist of brushing both sides of the trail in Areas 1,6, and 7 (Success Pond Rd, Boys Rd, Alder Pond Rd.). Areas 2,3,4, and 5 (Corridor A-1) will be rebuilt by removing rocks, widening the trail from 12' to 15', installing ditching where needed, and applying clay gravel. Hay bales will be placed to slow water flow into ditches and grass seed will be spread. RTP Funds: Excavator/Dozer and Brush cutter rentals, clay gravel, grass seed, hay bales MATCH: Volunteer labor, cash/GIA
24-06	North Country ATV	Bog Trail Resurfacing	Stratford	Project is to resurface 9420 feet of Bog Trail in Stratford. An excavator will be used to remove large rocks and frost heaves as well as to clear and restore ditch lines to ensure proper runoff/drainage diversion. A bulldozer will be used to broadcast gravel, and a track dumper is necessary to haul gravel to remote areas of the trail inaccessible by dozer. Trail will also be crowned to shed water. Project is necessary for the safety of trail users. RTP Funds: Rentals of Truck/trailer, excavator, dozer, tracked dumper, grader dump truck. Gravel, fabricated waterbars. MATCH: Volunteer/Donation, GIA
24-08	Stratford Nighthawks	Bog Trail & Stratford Notch Trail Brushing	Stratford	Project is to brush along the sides of the approximately 2 mile Bog Trail and 4.4 mile Stratford Notch Trail in Stratford using an excavator and mounted brushing attachment. RTP Funds: Excavator with brushing attachment and truck/trailer rentals. MATCH: Volunteer labor
24-11	Dalton Ridge Runners	DRR Parking Lots	Dalton	Project is to construct two parking lots, an upper and lower, adjacent to the DRR club house in Dalton. The upper lot will be dedicated to parking for the clubhouse while the lower lot will be designed specifically for trail users to park vehicles and trailers. RTP Funds: Excavator, bulldozer, dumptruck, gravel MATCH: Excavator operator, Volunteer Labor
24-12	Cross NH Adventure Trail	Presidential Rail Trail Restoration	Randolph & Jefferson	Project is to restore proper drainage and surface conditions on a 6.4 mile section of the PRRT located in the towns of Randolph and Jefferson. The proposed work includes clearing ditches and existing culverts of debris, grading and crowning trail surface, replace 1 broken plastic culvert, repair/reset 3 existing culverts, fix 2 small sinkholes, and fill sections of rail bed that are low and ponding water. RTP Funds: Rentals - Excavator & operator, Roller & operator, truck. Culverts, silt fencing, ledgepack. MATCH: cash, volunteer labor
24-13	Town of Marlborough	CRT Marlborough - Phase 1	Marlborough	Project is general maintenance along the approximately 2.8 miles of the Cheshire Rail Trail in Marlborough. The project will clear drainage ditches and culverts, remove trees less than 3" DBH from trail surface and drainage ditches, clear brush and mow overgrowth of trail canopy and sides. RTP Funds: equipment rentals, fill material. MATCH: Volunteer labor.
24-14	Friends of the Northern Rail Trail	Boscawen Extension Phase 2	Boscawen	Project will convert approx. 800 feet of abandoned Northern Railroad into hard pack stone dust trail surface and create a 40' x 200' stone dust parking lot on River Road in Boscawen. Rails will be removed by NH Bureau of Rail and Transit Certified Contractor, and a bridge inspection and capacity rating will be conducted on the bridge accessing the island. Two 12-foot wide lockable gates will be positioned at the North and South abutments of the bridge. RTP Funds: contracted labor (rail removal, trail construction), equipment rentals (excavator, truck/trailer, skid-steer, compactor, dump truck, paver), 3/8th stone dust, gates, bridge inspection, shoreline permit application/fee. MATCH: cash
24-15	County of Cheshire	CRT Surry-Westmoreland - Phase 2	Surry & Westmoreland	Project is general maintenance/improvement in continuation of previous years work along a roughly 7 mile stretch of the Cheshire Rail Trail in Westmoreland-Surry. The project will primarily consist of brushing and ditch clearing with some small tree removal limited to within the trail footprint/ditchlines. Fill will be used to create trail foundation and fill in low areas as needed. These improvements are aimed to address severe drainage issues which are leading to safety concerns. RTP Funds: Equipment rentals (excavator, grading bucket, flail mower dump truck, compactor), fill material, tree service contract, fuel for equipment. MATCH: Volunteer labor

24-16	Randolph Mountain Club	Lowe's Path	Randolph	Project is to improve the condition of the existing trail, which was originally constructed in 1876. The two worksites, are contained within a 0.6 mile section of Lowe's Path in Randolph . These worksites have reached a point of deterioration that hikers wander off of the trails creating herd paths through the surrounding forest. Site L1 will involve replacing 3 rotted bog-bridges with step stones which will be quarries and cable-hoisted to the site. Site L2 will consist of hardening the main herd path with a pinned rock staircase along with retention on the downhill side of the staircase. RTP Funds: RMC trailbuilding crew, steel pinning rods MATCH: RMC Field Supervisor Labor
24-17	Society for the Protection of NH Forests	Dublin Trail: Restoration on Monadnock	Dublin	Project is to address erosion issues along a 500 foot section of the Dublin Trail in Monadnock State Park in Dublin. The primary work site (Site 1) will address a significant erosion gully by stabilizing and rebuilding the existing staircase, adding edge stones, install 4-6 additional steps with edge stones, and add 9-11 stone check steps and back filling them with crushed rock and mineral soil. Site 2 is a steep, rocky, and hazardous section of trail that has widened due to avoidance of this ledge. Existing stones will be rearranged in the center of the trail encouraging users to remain on this route, check steps will be added to prevent further erosion, and a waterbar will be added to reduce water washing over slippery tread. Site 3 will repair existing check steps and a waterbar will be rebuilt. RTP Funds: Conservation Qualified Youth Corps Crew MATCH: SPNH Staff Labor
24-18	The Nature Conservancy	Green Hills Preserve	Conway	Project is to rehabilitate and reroute approximately 1500' of trail within the Green Hills Preserve in North Conway. The first project area will be the relocation of approx 400' of the Black Cap connector, creating a more sustainable trail alignment. Minimal tree removal, all under 6" DBH. Stumps and rocks will be removed and a bench cut trail w/reverse grade drainage will be established. The second project area will be the relocation of approx 1100' of the Peaked Mtn/Middle Mtn Connector to a more sustainable trail alignment. Minimal tree removal, all under 6" DBH. Stumps and rocks will be removed and a bench cut trail w/reverse grade drainage will be established. The old section of trail will be filled in with debris, closed off at either end, and allowed to naturalize. The lower portion of the Peaked Mtn/Middle Mtn Connector is in need of 25-30 rock stairs, 20-25 stone check dams, 3-4 drainage structures, and general tread improvements. Stone will be harvested on-site. RTP Funds: AMC Trail Crew MATCH: Paid Labor(hard match)
24-19	Town of Peterborough	Peterborough Common Path Rehabilitation	Peterborough	Project is maintenance of approx 5000' of the Common Path trail system in Peterborough, to ensure those with mobility impairments can continue use and preserve ADA compliance. The project will utilize town DPW labor to place 391 yards of Pave Pac gravel and a third-party contractor to do tree trimming/removal of hazard trees. RTP Funds: DPW Staff labor, gravel MATCH: Cash
24-20	Audubon Society of NH	All Persons Trail: Massabesic Nature Center	Auburn	Project is to upgrade the Forest, Grassland, Garden, and Pond Loop trail at the Massabesic Nature Center in Auburn to be universally accessible. The project will upgrade approximately 2,725 feet of trail surface with the addition of rough cobblestone and 3/4" gravel at a depth of 6-8". The surface will be slightly crowned to even runoff and be topped with stone dust to improve the finished smoothness. Geotextile will be installed as a barrier between native soil and tread material. Will replace raised trail platform with a slightly wider wooden structure. A mini excavator will be used to remove 6" of the existing topsoil/roots/rocks. RTP Funds: Trail Building Contractor: Labor, materials, equipment MATCH: cash
24-22	Atkinson Conservation Commission	Slade Town Forest Accessible Project Phase 2	Atkinson	Project is Phase 2 of a multi-phase project to create a Universally Accessible Trail system in the Slade Town Forest in Atkinson. The project includes upgrading 4 trail segments totalling 2,650 linear feet of trail to a 6-foot wide universally accessible compacted surface, and reconstructing the existing parking area to accessible grades with a new surface. Project work will consist of clearing/rough excavation of trail and lot base, excavation to rehab eroded sections, construction of a retaining wall, construct drainage features, installation of geotextile fabric, crushed stone & fabric tree cushions over live roots, spread, grade, and compact stone dust to a compacted depth of 6" and width of 6', finish sides of trail to 3' out to restore natural look. RTP Funds: contracted labor for trail/parking lot work, engineering, environmental impact study MATCH: cash, volunteer labor
24-24	Bedford Conservation Commission	Marston-Dunlap Area Parking & Trailhead	Bedford	Project is to construct a 10-space parking area with handicapped parking and a turnout for future accessible amenities such as picnic tables, a bid watching blind, or interpretive panels in the Marston-Dunlap Conservation area in Bedford. Project will include installation of silt fence & sediment logs to prevent sediment from leaving site, clearing area, excavation of area to a depth of 18" to create a stable base then brought to acceptable grade, recycled asphalt will be placed as the final surface. Once final grading is complete loam will be placed and seeded on the side embankments. RTP Funds: construction contractor, final design @ 10% of contract cost MATCH: cash, volunteer labor, PA time, engineering, materials.

GRANT AGREEMENT

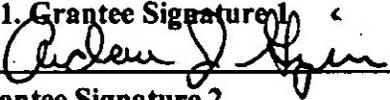
RECEIVED

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

JUN 11 2024

DNCR

1. Identification and Definitions:

1.1. State Agency Name Department of Natural & Cultural Resources		1.2. State Agency Address 172 Pembroke Rd. Concord, NH 03301	
1.3. Grantee Name Baker River Valley Snowmobile Club		1.4. Grantee Address PO Box 122 Wentworth, NH 03282	
1.5. Grantee Phone # 603-786-2388	1.6. Account Number 10-03500-37770000-074	1.7. Completion Date December 31, 2024	1.8. Grant Limitation \$ 38,188.33
1.9. Grant Officer for State Agency Jay Scarborough, RTP Coordinator		1.10. State Agency Telephone Number 603-271-3254	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 Andrew Grignon Director	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13. State Agency Signature(s) Date: Craig Rennie <small>Digitally signed by Craig Rennie Date: 2024.06.17 11:08:58 -0400</small>		1.14. Name & Title of State Agency Signor(s) Craig Rennie, Bureau of Trails Chief Supervisor	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By:  Assistant Attorney General, On: 7/19/2024			
1.16. Approval by Governor and Council (if applicable) By: On: / /			

2. **SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

Contractor Initials 
Date 6-7-24

0. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

1. **EFFECTIVE DATE: COMPLETION OF PROJECT**

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

2. **GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT**

5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.

5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4. The payment by the State of the Grant amount shall be the ~~Contractor's~~ ^{Contractor's} ~~only~~ ^{only} ~~and the complete~~ ^{only} ~~compensation to the Grantee for the Project.~~ ^{compensation to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.}

5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

3. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.

4. **RECORDS and ACCOUNTS.**

7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions

5. **PERSONNEL.**

The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized 8.2. to perform such Project under all applicable laws.

The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with 8.3. the State, or who is a State officer or employee, elected or appointed.

The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

6. **DATA: RETENTION OF DATA: ACCESS:**

As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.

9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

0. **CONDITIONAL NATURE OR AGREEMENT.** Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

1. **EVENT OF DEFAULT: REMEDIES.**

11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"): 11.1.1 Failure to perform the Project satisfactorily or on schedule; or

11.1.2 Failure to submit any report required hereunder; or

11.1.3 Failure to maintain, or permit access to, the records required hereunder; or

11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.

11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

2. **TERMINATION.**

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination. In the event of Termination under paragraphs 10 or 12.4 of these general

12.2. provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

Notwithstanding anything in this Agreement to the contrary, either the State or, 12.4. except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice. **CONFLICT OF INTEREST.** No officer, member of employee of the Grantee,

2. and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
0. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
1. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
2. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. 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.
3. **INSURANCE.**
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
- WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
- NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
- AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
- CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
- THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
- ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
- SPECIAL PROVISIONS.** The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Contractor Initials AKH
Date 6-7-24

STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURL AND CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION
BUREAU OF TRAILS

Recreational Trails Program (RTP) Grant

EXHIBIT A – Special Provisions

1. The Grantee agrees to:

- a. Perform, as outlined in their application, services related to trail maintenance, restoration, development, acquisition, trail-side and trail-head facilities, operation of education programs promoting safety and environmental protection, or improving access and use of trails by persons with disabilities, in accordance with the **Infrastructure Investment and Jobs Act of 2021**.
- b. Provide adequate documentation in a format that fully accounts for and certifies that matching funds have been incurred on the project. The Grantee has pledged a minimum of **20%** of the total project cost or value; «\$9,547.08», to the match requirement.
- c. Submit a project progress report with each request for reimbursement. The report shall outline how each expense item has been applied to the project and provide a plan for future work. Failure to do so may result in the withholding of reimbursement by the State and may also result in impacts to future grant awards. The final billing submitted must be accompanied by the final progress report stating the project is 100% complete and provide color photos detailing the completeness of project.
- d. Provide in the first billing for materials/goods and equipment purchases, no less than 3 competitive vendor quotes for said equipment and goods/materials, if ≥ \$2,000 and service agreements are ≥ \$10,000.
- e. **FEDERAL FUNDING ACCOUNTABILITY and TRANSPARENCY ACT (FFATA)**. The Subrecipient shall comply with the terms of the FFATA by providing NHDNCR with their Unique Entity Identifier (Unique Entity ID), and all applicable Executive Compensation Data information as required under the FFATA. A Unique Entity ID may be obtained by visiting <https://www.sam.gov>
 - i. **SAM REGISTRATION**: The Subrecipient must have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>).
- f. On November 15, 2021, the **Infrastructure Investment and Jobs Act (IIJA)** was signed into law (the Bipartisan Infrastructure Law, or BIL), which includes the **Build America, Buy America Act (BABA)**. Pub. L. No. 117-58. BABA strengthens existing Buy America regulations and specifically states that no Federal funds made available for infrastructure may be obligated for a project unless all of the **iron, steel, manufactured products, and construction materials** permanently incorporated into the project are **produced in the United States**. Any project within the scope of a finding, determination, or decision under the National Environmental Policy Act (NEPA), regardless of the funding source for the individual project, are subject to BABA regulations if at least one contract within the scope of the NEPA decision is funded Federally. This project is subject to BABA, and will require certification in the following item categories (an article, material, or supply should only be classified into one of the categories below):
 - i. On August 16, 2023, The US Department of Transportation found, based on public comment, that it was in the public interest to issue a waiver of BABA's domestic preferences for iron, steel, manufactured products, and construction materials under a single financial assistance award for which:
 1. The total amount of Federal financial assistance applied to the project, through awards or subawards, is **below \$500,000**.
 - ii. **Iron and Steel**: All iron and steel permanently incorporated into the project must be produced in the United States. The only exception to this requirement is the

Grantee Initials AK
Date 6-7-24

production of pig iron and the processing, pelletizing, and reduction of iron ore, which may occur in another country. This means all manufacturing processes, from the initial melting stage through the application of coatings, must occur in the United States.

1. Steel products include, but are not limited to, structural steel, piles, reinforcing steel, structural plate, steel culverts, guardrail, steel supports for signs, signals (mast arms), and luminaires.
 2. Iron products include, but are not limited to, cast iron frames and grates.
- iii. **Manufactured Products***: All manufactured products permanently incorporated into the project must be produced in the United States. This means the manufactured product must be manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States must be greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
1. **The Federal Highway Administration (FHWA) has a longstanding Buy America nationwide General Applicability Waiver for Manufactured Products. As of the date of this Special Attention, FHWA has not modified the waiver, and the waiver continues to apply to manufactured products that are not predominantly steel and iron. Manufactured products that are predominantly steel or iron remain subject to Buy America and now BABA certification.*
- iv. **Construction Materials**: All construction materials permanently incorporated into the project must be manufactured in the United States. This means the final manufacturing process and the immediately preceding manufacturing stage for the construction material must occur in the United States.
1. Construction Materials include an article, material, or supply that is or consists primarily of:
 - a. Non-ferrous metals;
 - b. Plastic and polymer-based products (including polyvinylchloride, composite build materials, and polymers used in fiber optic cables);
 - c. Glass (including optic glass);
 - d. Lumber; or
 - e. Drywall.
 2. Construction Materials do not include:
 - a. Items of primarily iron or steel;
 - b. Manufactured Products;
 - c. Cement and cementitious materials;
 - d. Aggregates such as stone, sand, or gravel; or
 - e. Aggregate binding agents or additives.
 3. Items that consist of two or more of the listed materials that have been combined through a manufacturing process, and items that include at least one of the listed materials combined through a manufacturing process with a material that is not listed, should be treated as manufactured products, rather than as construction materials. Equipment, tools, and temporary items are not required to meet the BABA requirements.
- v. A **Certificate of Compliance**, conforming to the requirements of Section 106.04, shall be furnished for all above materials, regardless of item category. The form for this certification is entitled "Certificate of Compliance" and can be found at www.NHDOT.com.
- vi. For steel and iron materials and for manufactured products produced predominantly of steel or iron, records to be maintained by the Contractor for compliance with this Special Attention shall include a signed mill test report and a signed certification by

Grantee Initials *Red*
Date 6-7-24

each supplier, distributor, fabricator, and manufacturer that has handled the materials affirming that every process, including the application of a coating, performed on the steel or iron has been carried out in the United States of America, except as allowed by this Special Attention. The lack of these certifications will be justification for rejection of the material provided.

- vii. **Manufacturer's certificate of compliance for construction materials must identify where the construction material was manufactured and attest specifically to compliance with BABA.**
 - viii. The requirements of said law and regulations do not prevent a minimal use of foreign steel and iron materials if the cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total contract price or \$2,500.00, whichever is greater.
 - ix. Upon completion of the project, the Contractor shall certify in writing as to compliance with BABA and also provide the total project delivered cost of all foreign steel and iron, provided under this requirement, that are permanently incorporated into the project. The form for this certification is entitled "Build America, Buy America Certificate of Compliance" and can be found at www.NHDOT.com.
 - g. Disposal of equipment in any manner shall require written authorization from the SoNH-DNCR, Bureau of Trails (Bureau). Equipment may be traded or sold by a Grantee which will no longer provide services on trails used by the general public provided that receipts from the sale when greater than \$5,000 be returned to the Bureau in the same proportion as originally funded by the Bureau as a credit to the RTP program. Equipment with a current fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further responsibility to the Bureau.
 - h. Display on equipment purchased through the RTP fund, in a location(s) designated by the Bureau, at least 1 but not more than 2 decals indicating that the equipment has been partially funded by this program. Decals shall be provided by the Bureau.
 - i. Maintain equipment purchased with RTP funds in good mechanical condition.
 - j. Provide an equipment report on the condition and location of trail equipment purchased with grant funds to be submitted annually by December 31st for the useful life of the equipment as documented by the grantee for tax purposes. The Grantee agrees to retain and use any acquired equipment for intended recreational trail maintenance purposes for its useful life.
 - k. Submit to all requested inspections and audits by State and Federal officials which relate to the services and payments under this grant.
2. Project progress inspections may be conducted by State or Federal representatives. State representatives may, at any time, inspect the project and review the Grantee's records and files. Upon notification of project completion, the State will inspect projects and prepare a written report. Recommendations for corrective actions will be made, if appropriate. A copy of the report will be sent to the Grantee. Deficiencies, if any, shall be corrected and reported, in writing to the State within 21 days of receipt of the inspection report. Final reimbursement will not be made until deficiencies are corrected.
3. **Penalties**
- a. **Termination of Grant:** Any failure by the Grantee to abide by or carry out any of the terms or conditions of this grant shall, at the discretion of the State, result in termination of this grant, if, after notice to the Grantee, said default is not remedied within ten (10) days. In the event of termination, no further payments shall be made by the State.
 - b. **Denial of Future RTP Funds:** Failure to comply with any and all terms or conditions of this grant may result in denial of future RTP funds for no less than 2 years from the current grant year.
4. **Indemnification**

Grantee Initials AD
Date 6-7-24

Add the following sentence to the end of Section 16.

Grantee's liability for claims arising under Paragraph 16 shall be limited to its insured amounts under Paragraph 17.1.2 of this Agreement.

5. Insurance

Delete Paragraph 17.1.2 of the G-1 and replace with the following:

17.1.2 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.

Add new Paragraph 17.3 as follows:

The insurance requirements in Paragraph 17.1–17.2 shall not apply to grantees who utilize grant funds solely to purchase equipment and will not perform or subcontract any labor paid for with grant funds.

Grantees must maintain insurance coverage, sufficient to cover the actual cash value of any equipment purchased or reconditioned through the Recreational Trails Program for the term of the RTP award pursuant to Title 2 CFR 200.310. The insurance policy shall name the Department of Natural and Cultural Resources, Bureau of Trails, Recreational Trails Program as a certificate holder.

EXHIBIT B – Scope of Work

Grantee agrees to apply RTP funds from this grant to the project(s) described in the Grantee's Grant Application and approved budget. Grantee may subcontract project work under this grant, provided that reimbursement for subcontracted work shall be subject to review by the State for compliance with grant program requirements.

EXHIBIT C – Payment Terms

Grant Award, Cost Sharing, Total Project Cost, and Method of Payment

1. The State agrees to reimburse the Grantee in accordance with the application rules subject to the following:
 - a. The Grantee must pay 100% of the cost of an item before submitting a request for reimbursement of eligible costs. The Grantee shall submit invoices for actual costs incurred. Reimbursement from the State will take approximately 60 days. Invoices indicating payment in full for the purchase of equipment must accompany billing. Billings must be:
 - i. Within 30 days of incurring the cost(s);
 - ii. Include proof of payment such as credit card receipts or cancelled checks (front and back); and
 - iii. Provide a match form showing a 20% match has been met for the total cost of the billing until total match for project is met.
 - b. A request for reimbursement may not be submitted to the State for less than 25% of the total grant amount. The final 25% of the total grant amount may be withheld until the project is verified complete by the state, the federal grantor agency, or their representatives. Standard reimbursement forms will be provided by the State. All match amounts shall be accounted for before final payment.
 - c. Reimbursements will be made only for items that were listed on the Project Application and

Grantee Initials QJL
Date 6.7.24

subsequent approved amendments.

Organization Name: «Baker River Valley Snowmobile Club»
Vendor Code: «157505»
Unique Entity ID: «YV2CTAAEXVL3»
Grant #: «24-01»
Appropriation Code: 37770000-074-500585

Grant Amount: «\$38,188.33»
Match Required: «\$9,547.08»
Total Project Cost: «\$47,735.41»

The maximum amount of funds available to the Grantee pursuant to this agreement shall be «\$38,188.33». It is further understood and agreed that the Grantee shall only be reimbursed on the basis of actual costs incurred, and that the State's determination of eligible and approved costs shall be final in all cases.

Term of Grant

This grant, and the obligations of the parties hereunder, shall become effective upon FHWA and Governor and Council approval. The term of this grant shall run from the commencement date through December 31st, 2024.

Grantee Initials RS
Date 6-7-24

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that BAKER RIVER VALLEY SNOWMOBILE CLUB is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 07, 1980. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 61009

Certificate Number: 0005781437



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 23rd day of May A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State

Business Information

Business Details

Business Name:	BAKER RIVER VALLEY SNOWMOBILE CLUB	Business ID:	61009
Business Type:	Domestic Nonprofit Corporation	Business Status:	Good Standing
Business Creation Date:	11/07/1980	Name in State of Incorporation:	Not Available
Date of Formation in Jurisdiction:	11/07/1980		
Principal Office Address:	PO BOX 122, Wentworth, NH, 03282, USA	Mailing Address:	PO BOX 122, Wentworth, NH, 03282, USA
Citizenship / State of Incorporation:	Domestic/New Hampshire		
		Last Nonprofit Report Year:	2020
		Next Report Year:	2025
Duration:	Perpetual		
Business Email:	BakerRiverClub@gmail.com	Phone #:	603-786-2388
Notification Email:	BakerRiverClub@gmail.com	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / Charitable Conservation and Safety for Snowmobiling	

Page 1 of 1, records 1 to 1 of 1

Principals Information

Name/Title	Business Address
Keith Bousquet / President	974 1st NH Turnpike, Northwood, NH, 03261, USA
Peter Russell / Vice President	38 Juliet Lane, Alton, NH, 03809, USA
Francene Frame / Secretary	4 Farnham Rd., West Hartford, CT, 06119, USA
John Meade / Treasurer	PO BOX 5, Wentworth, NH, 03282, USA
Kyle Russell / Director	4 Larry Dr., Alton Bay, NH, 03810, USA

< Previous ... 1 2 ... Next > Page 1 of 2, records 1 to 5 of 10 Go to Page

Registered Agent Information

Name: Not Available

Registered Office Not Available
Address:

Registered Mailing Not Available
Address:

Trade Name Information

No Trade Name(s) associated to this business.

Trade Name Owned By

No Records to View.

Trademark Information

Trademark Number	Trademark Name	Business Address	Mailing Address
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No records to view.

[Filing History](#) [Address History](#) [View All Other Addresses](#) [Name History](#) [Shares](#)

[Businesses Linked to Registered Agent](#) [Return to Search](#) [Back](#)

NH Department of State, 107 North Main St. Room 204, Concord, NH 03301 -- [Contact Us](#)

[\(//online/Home/ContactUS\)](#)

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RECEIVED
JUN 11 2024
DNCR

Corporate Resolution

I, KEITH BOUSQUET (Name), hereby certify that I am duly elected Clerk/Secretary/Officer of BAKER RIVER VALLEY SE (Name of Corporation). I hereby certify the following is a true of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on 6/7, 2024, at which a quorum of the directors/shareholders were present and voting.

Voted: That ANDY LERIGNON (Name and Title) (may list more than one person) is duly authorized to enter into contracts or agreements on behalf of BAKER RIVER VALLEY SE (Name of Corporation) with the State of New Hampshire and any of its agencies and departments and further is authorized to execute any documents which may in his/her judgement to be desirable or necessary to affect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as the date of the contract to which this certificate is attached. This authority shall remain valid for thirty (30) days from the date of this Corporate Resolution. I further certify that it is understood the State of New Hampshire will rely on this certificate as evidence the person(s) listed above currently occupy the positions(s) indicated and that they have full authority to bind the corporation. To the extent that there are limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: 6/7/24

ATTEST: [Signature] PRESIDENT (Name & Title)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/28/2024

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 Hadlock Group - Best Insurance 150 Old County Road Littleton NH 03561		CONTACT NAME: Commercial Lines PHONE (A/C, No, Ext): (603) 444-5500 FAX (A/C, No): (603) 444-0127 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Concord Group Insurance Company	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED Baker River Valley Snowmobile Club Po Box 122 Wentworth NH 03282-0122		NAIC # 20672	

COVERAGES **CERTIFICATE NUMBER:** CL2462804704 **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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	20060137	07/01/2024	07/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> RENTED / LEASED	Y	N	20060191	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UNINSURED MOTORIST \$ 1,000,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 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)

LIABILITY EXTENDS TO ALL OWNED, LEASED OR RENTED MOBILE EQUIPMENT.
CLUB ALSO PURCHASED NH BUSINESS AUTO PROVIDING ADDITIONAL \$1MM BODILY INJURY LIABILITY.

CERTIFICATE HOLDER NH DEPARTMENT OF NATURAL & CULTURAL RESOURCES, DIVISION OF PARKS & RECREATION, BUREAU OF TRAILS 172 PEMBROKE RD 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
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GRANT AGREEMENT

MAY 22 2024

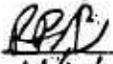
The State of New Hampshire and the Grantee hereby
 Mutually agree as follows:
 GENERAL PROVISIONS

DNCR

1. Identification and Definitions.

1.1. State Agency Name Department of Natural & Cultural Resources		1.2. State Agency Address 172 Pembroke Rd. Concord, NH 03301	
1.3. Grantee Name Powder Mill Snowmobile Club		1.4. Grantee Address PO Box 324 New Durham, NH 03855	
1.5. Grantee Phone # 603-762-2986	1.6. Account Number 10-03500-37770000-074	1.7. Completion Date August 31, 2025	1.8. Grant Limitation \$ 13,080.00
1.9. Grant Officer for State Agency Jay Scarborough, RTP Coordinator		1.10. State Agency Telephone Number 603-271-3254	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 Robert Bickford, Trail Administrator	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s) Date: Craig Rennie <small>Digitally signed by Craig Rennie Date: 2024.06.11 09:43:56 +04'00'</small>		1.14. Name & Title of State Agency Signor(s) Craig Rennie, Bureau of Trails Chief Supervisor	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By: 		Assistant Attorney General, On: 7/19/2024	
1.16. Approval by Governor and Council (if applicable)			
By:		On: / /	

2. **SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

Contractor Initials 
 Date 4/10/24

0. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
1. **EFFECTIVE DATE; COMPLETION OF PROJECT.**
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
2. **GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.**
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
3. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
4. **RECORDS and ACCOUNTS:**
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions
5. **PERSONNEL.**
- The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with 8.3. the State, or who is a State officer or employee, elected or appointed.
- The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
6. **DATA; RETENTION OF DATA; ACCESS.**
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication; publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
0. **CONDITIONAL NATURE OR AGREEMENT.** Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
1. **EVENT OF DEFAULT; REMEDIES.**
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"): 11.1.1 Failure to perform the Project satisfactorily or on schedule; or 11.1.2 Failure to submit any report required hereunder; or 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
2. **TERMINATION.**
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination. In the event of Termination under paragraphs 10 or 12.4 of these general
- 12.2. provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- In the event of Termination under paragraphs 10 or 12.4 of these general
- 12.3. provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- Notwithstanding anything in this Agreement to the contrary, either the State or, 12.4. except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice, **CONFLICT OF INTEREST.** No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereon.

0. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

1. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.

2. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. 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.

3. **INSURANCE.**

17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.

WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.

CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supercedes all prior agreements and understandings relating hereto.

SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Contractor Initials RBB
Date 5/10/24

STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURL AND CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION
BUREAU OF TRAILS

Recreational Trails Program (RTP) Grant

EXHIBIT A – Special Provisions

1. The Grantee agrees to:
 - a. Perform, as outlined in their application, services related to trail maintenance, restoration, development, acquisition, trail-side and trail-head facilities, operation of education programs promoting safety and environmental protection, or improving access and use of trails by persons with disabilities, in accordance with the **Infrastructure Investment and Jobs Act of 2021**.
 - b. Provide adequate documentation in a format that fully accounts for and certifies that matching funds have been incurred on the project. The Grantee has pledged a minimum of **20%** of the total project cost or value; «\$3,270.00», to the match requirement.
 - c. Submit a project progress report with each request for reimbursement. The report shall outline how each expense item has been applied to the project and provide a plan for future work. Failure to do so may result in the withholding of reimbursement by the State and may also result in impacts to future grant awards. The final billing submitted must be accompanied by the final progress report stating the project is 100% complete and provide color photos detailing the completeness of project.
 - d. Provide in the first billing for materials/goods and equipment purchases, no less than 3 competitive vendor quotes for said equipment and goods/materials, if \geq \$2,000 and service agreements are \geq \$10,000.
 - e. **FEDERAL FUNDING ACCOUNTABILITY and TRANSPARENCY ACT (FFATA)**. The Subrecipient shall comply with the terms of the FFATA by providing NHDNCR with their Unique Entity Identifier (Unique Entity ID), and all applicable Executive Compensation Data information as required under the FFATA. A Unique Entity ID may be obtained by visiting <https://www.sam.gov>.
 - i. **SAM REGISTRATION:** The Subrecipient must have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>).
 - f. On November 15, 2021, the **Infrastructure Investment and Jobs Act (IIJA)** was signed into law (the Bipartisan Infrastructure Law, or BIL), which includes the **Build America, Buy America Act (BABA)**. Pub. L. No. 117-58. BABA strengthens existing Buy America regulations and specifically states that no Federal funds made available for infrastructure may be obligated for a project unless all of the **iron, steel, manufactured products, and construction materials** permanently incorporated into the project are **produced in the United States**. Any project within the scope of a finding, determination, or decision under the National Environmental Policy Act (NEPA), regardless of the funding source for the individual project, are subject to BABA regulations if at least one contract within the scope of the NEPA decision is funded Federally. This project is subject to BABA, and will require certification in the following item categories (an article, material, or supply should only be classified into one of the categories below):
 - i. On August 16, 2023, The US Department of Transportation found, based on public comment, that it was in the public interest to issue a waiver of BABA's domestic preferences for iron, steel, manufactured products, and construction materials under a single financial assistance award for which:
 1. The total amount of Federal financial assistance applied to the project, through awards or subawards, is **below \$500,000**.
 - ii. **Iron and Steel:** All iron and steel permanently incorporated into the project must be produced in the United States. The only exception to this requirement is the

Grantee Initials: CPB
Date: 5/23/24

production of pig iron and the processing, pelletizing, and reduction of iron ore, which may occur in another country. This means all manufacturing processes, from the initial melting stage through the application of coatings, must occur in the United States.

1. Steel products include, but are not limited to, structural steel, piles, reinforcing steel, structural plate, steel culverts, guardrail, steel supports for signs, signals (mast arms), and luminaires.
 2. Iron products include, but are not limited to, cast iron frames and grates.
- iii. **Manufactured Products***: All manufactured products permanently incorporated into the project must be produced in the United States. This means the manufactured product must be manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States must be greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
1. **The Federal Highway Administration (FHWA) has a longstanding Buy America nationwide General Applicability Waiver for Manufactured Products. As of the date of this Special Attention, FHWA has not modified the waiver, and the waiver continues to apply to manufactured products that are not predominantly steel and iron. Manufactured products that are predominantly steel or iron remain subject to Buy America and now BABA certification.*
- iv. **Construction Materials**: All construction materials permanently incorporated into the project must be manufactured in the United States. This means the final manufacturing process and the immediately preceding manufacturing stage for the construction material must occur in the United States.
1. Construction Materials include an article, material, or supply that is or consists primarily of:
 - a. Non-ferrous metals;
 - b. Plastic and polymer-based products (including polyvinylchloride, composite build materials, and polymers used in fiber optic cables);
 - c. Glass (including optic glass);
 - d. Lumber; or
 - e. Drywall.
 2. Construction Materials do not include:
 - a. Items of primarily iron or steel;
 - b. Manufactured Products;
 - c. Cement and cementitious materials;
 - d. Aggregates such as stone, sand, or gravel; or
 - e. Aggregate binding agents or additives.
 3. Items that consist of two or more of the listed materials that have been combined through a manufacturing process, and items that include at least one of the listed materials combined through a manufacturing process with a material that is not listed, should be treated as manufactured products, rather than as construction materials. Equipment, tools, and temporary items are not required to meet the BABA requirements.
- v. A **Certificate of Compliance**, conforming to the requirements of Section 106.04, shall be furnished for all above materials, regardless of item category. The form for this certification is entitled "Certificate of Compliance" and can be found at www.NHDOT.com.
- vi. For steel and iron materials and for manufactured products produced predominantly of steel or iron, records to be maintained by the Contractor for compliance with this Special Attention shall include a signed mill test report and a signed certification by

Grantee Initials *REP*
Date *5/29/24*

each supplier, distributor, fabricator, and manufacturer that has handled the materials affirming that every process, including the application of a coating, performed on the steel or iron has been carried out in the United States of America, except as allowed by this Special Attention. **The lack of these certifications will be justification for rejection of the material provided.**

- vii. **Manufacturer's certificate of compliance for construction materials must identify where the construction material was manufactured and attest specifically to compliance with BABA.**
 - viii. The requirements of said law and regulations do not prevent a minimal use of foreign steel and iron materials if the cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total contract price or **\$2,500.00**, whichever is greater.
 - ix. Upon completion of the project, the Contractor shall certify in writing as to compliance with BABA and also provide the total project delivered cost of all foreign steel and iron, provided under this requirement, that are permanently incorporated into the project. The form for this certification is entitled **"Build America, Buy America Certificate of Compliance"** and can be found at www.NHDOT.com.
 - g. Disposal of equipment in any manner shall require written authorization from the SoNH-DNCR, Bureau of Trails (Bureau). Equipment may be traded or sold by a Grantee which will no longer provide services on trails used by the general public provided that receipts from the sale when greater than \$5,000 be returned to the Bureau in the same proportion as originally funded by the Bureau as a credit to the RTP program. Equipment with a current fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further responsibility to the Bureau.
 - h. Display on equipment purchased through the RTP fund, in a location(s) designated by the Bureau, at least 1 but not more than 2 decals indicating that the equipment has been partially funded by this program. Decals shall be provided by the Bureau.
 - i. Maintain equipment purchased with RTP funds in good mechanical condition.
 - j. Provide an **equipment report** on the condition and location of trail equipment purchased with grant funds to be **submitted annually by December 31st for the useful life of the equipment** as documented by the grantee for tax purposes. The Grantee agrees to retain and use any acquired equipment for intended recreational trail maintenance purposes for its useful life.
 - k. Submit to all requested inspections and audits by State and Federal officials which relate to the services and payments under this grant.
2. Project progress inspections may be conducted by State or Federal representatives. State representatives may, at any time, inspect the project and review the Grantee's records and files. Upon notification of project completion, the State will inspect projects and prepare a written report. Recommendations for corrective actions will be made, if appropriate. A copy of the report will be sent to the Grantee. Deficiencies, if any, shall be corrected and reported, in writing to the State within 21 days of receipt of the inspection report. Final reimbursement will not be made until deficiencies are corrected.
3. **Penalties**
- a. **Termination of Grant:** Any failure by the Grantee to abide by or carry out any of the terms or conditions of this grant shall, at the discretion of the State, result in termination of this grant, if, after notice to the Grantee, said default is not remedied within ten (10) days. In the event of termination, no further payments shall be made by the State.
 - b. **Denial of Future RTP Funds:** Failure to comply with any and all terms or conditions of this grant may result in denial of future RTP funds for no less than 2 years from the current grant year.
4. **Indemnification**

Grantee Initials

Date

BBB
5/18/24

Add the following sentence to the end of Section 16.

Grantee's liability for claims arising under Paragraph 16 shall be limited to its insured amounts under Paragraph 17.1.2 of this Agreement.

5. Insurance

Delete Paragraph 17.1.2 of the G-1 and replace with the following:

17.1.2 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.

Add new Paragraph 17.3 as follows:

The insurance requirements in Paragraph 17.1–17.2 shall not apply to grantees who utilize grant funds solely to purchase equipment and will not perform or subcontract any labor paid for with grant funds.

Grantees must maintain insurance coverage, sufficient to cover the actual cash value of any equipment purchased or reconditioned through the Recreational Trails Program for the term of the RTP award pursuant to Title 2 CFR 200.310. The insurance policy shall name the Department of Natural and Cultural Resources, Bureau of Trails, Recreational Trails Program as a certificate holder.

EXHIBIT B – Scope of Work

Grantee agrees to apply RTP funds from this grant to the project(s) described in the Grantee's Grant Application and approved budget. Grantee may subcontract project work under this grant, provided that reimbursement for subcontracted work shall be subject to review by the State for compliance with grant program requirements.

EXHIBIT C – Payment Terms

Grant Award, Cost Sharing, Total Project Cost, and Method of Payment

1. The State agrees to reimburse the Grantee in accordance with the application rules subject to the following:
 - a. The Grantee must pay 100% of the cost of an item before submitting a request for reimbursement of eligible costs. The Grantee shall submit invoices for actual costs incurred. Reimbursement from the State will take approximately 60 days. Invoices indicating payment in full for the purchase of equipment must accompany billing. Billings must be:
 - i. Within 30 days of incurring the cost(s);
 - ii. Include proof of payment such as credit card receipts or cancelled checks (front and back); and
 - iii. Provide a match form showing a 20% match has been met for the total cost of the billing until total match for project is met.
 - b. A request for reimbursement may not be submitted to the State for less than 25% of the total grant amount. The final 25% of the total grant amount may be withheld until the project is verified complete by the state, the federal grantor agency, or their representatives. Standard reimbursement forms will be provided by the State. All match amounts shall be accounted for before final payment.
 - c. Reimbursements will be made only for items that were listed on the Project Application and

Grantee Initials RRB
Date 6/18/24

subsequent approved amendments.

Organization Name: «PowderMill Snowmobile Club»
Vendor Code: «157604»
Unique Entity ID: «TAXSUN6JGX78»
Grant #: «24-03»
Appropriation Code: 37770000-074-500585

Grant Amount: «\$13,080.00»
Match Required: «\$3,270.00»
Total Project Cost: «\$16,350.00»

The maximum amount of funds available to the Grantee pursuant to this agreement shall be «\$13,080.00». It is further understood and agreed that the Grantee shall only be reimbursed on the basis of actual costs incurred, and that the State's determination of eligible and approved costs shall be final in all cases.

Term of Grant

This grant, and the obligations of the parties hereunder, shall become effective upon FHWA and Governor and Council approval. The term of this grant shall run from the commencement date through August 31st, 2025.

Grantee Initials REB
Date 6/18/24

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that POWDER MILL SNOWMOBILE CLUB INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 18, 1994. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned:

Business ID: 207619

Certificate Number: 0005765401



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 23rd day of April A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

Business Information

Business Details

Business Name:	POWDER MILL SNOWMOBILE CLUB INC.	Business ID:	207619
Business Type:	Domestic Nonprofit Corporation	Business Status:	Good Standing
Business Creation Date:	04/18/1994	Name in State of Incorporation:	Not Available
Date of Formation in Jurisdiction:	04/18/1994		
Principal Office Address:	PO BOX 324, New Durham, NH, 03855, USA	Mailing Address:	PO BOX 324, New Durham, NH, 03855, USA
Citizenship / State of Incorporation:	Domestic/New Hampshire		
		Last Nonprofit Report Year:	2020
		Next Report Year:	2025
Duration:	Perpetual		
Business Email:	NONE	Phone #:	NONE
Notification Email:	NONE	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / STIMULATE & ADVANCE GENERAL WELFARE & SAFETY OF SNOWMOBILING; ETC.	

Page 1 of 1, records 1 to 1 of 1

Principals Information

Name/Title	Business Address
Debra McLaughlin / Treasurer	PO Box 324, New Durham, NH, 03855, USA
Mike Gelinis / Director	PO Box 324, New Durham, NH, 03855, USA
Carl Peaslee / Director	PO Box 324, New Durham, NH, 03855, USA
Nicholas Bickford / President	P.O. Box 324, New Durham, NH, 03855, USA
Stu Hotchkiss / Vice President	P.O. Box 324, New Durham, NH, 03855, USA

< Previous ... 1 2 ... Next > Page 1 of 2, records 1 to 5 of 6 Go to Page

Registered Agent Information

Name: Not Available

Registered Office Not Available
Address:

Registered Mailing Not Available
Address:

Trade Name Information

No Trade Name(s) associated to this business.

Trade Name Owned By

No Records to View.

Trademark Information

Trademark Number	Trademark Name	Business Address	Mailing Address
------------------	----------------	------------------	-----------------

No records to view.

[Filing History](#) [Address History](#) [View All Other Addresses](#) [Name History](#) [Shares](#)

[Businesses Linked to Registered Agent](#) [Return to Search](#) [Back](#)

NH Department of State, 107 North Main St. Room 204, Concord, NH 03301 -- [Contact Us](#)
[\(/online/Home/ContactUS\)](#)

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Corporate Resolution

RECEIVED

MAY 22 2024

DNCR

I, Nicholas Bickford, hereby certify that I am duly elected President Of the Powder Mill Snowmobile Club. I hereby certify the following is a true of a vote taken at a meeting of the Board of Directors and membership present, duly called and held on April, 9, 2024, at which a quorum of the directors/shareholders were present and voting.

Voted: That Robert Bickford, PMSC Trail Administrator is duly authorized to enter into contracts or agreements on behalf of the Powder Mill Snowmobile Club with the State of New Hampshire and any of its agencies and departments and further is authorized to execute any documents which may in his/her judgement to be desirable or necessary to affect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as the date of the contract to which this certificate is attached. This authority shall remain valid for thirty (30) days from the date of this Corporate Resolution. I further certify that it is understood the State of New Hampshire will rely on this certificate as evidence the person(s) listed above currently occupy the positions(s) indicated and that they have full authority to bind the corporation. To the extent that there are limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: 5/20/24

ATTEST:  President

(Name & Title)



NHSNOWM-01

SCOCHRANE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/26/2024

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	CONTACT NAME: PHONE (A/C, No, Ext): (603) 224-5394 FAX (A/C, No): (603) 226-4265 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE INSURER A : Cincinnati Insurance Company	NAIC # 10677
INSURED NH Snowmobile Association, Inc / POWDER MILL 600 Laconia Road, Ste 2 Tilton, NH 03276	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		EPP 0151084	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			EBA 0271028	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EPP 0151084	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ UML \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

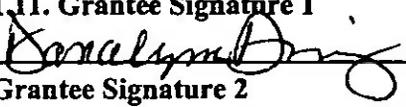
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Powder Mill S/M Club

CERTIFICATE HOLDER State of New Hampshire, Dept. of Natural and Cultural Resources, Division of Parks and Recreation Bureau of Trails 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 <i>Sandra R. Cochrane</i>

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name Department of Natural & Cultural Resources		1.2. State Agency Address 172 Pembroke Rd. Concord, NH 03301	
1.3. Grantee Name Milan Trail Huggers		1.4. Grantee Address PO Box 42 Milan, NH 03588	
1.5 Grantee Phone # 203-241-9106	1.6. Account Number 10-03500-37770000-074	1.7. Completion Date August 31, 2025	1.8. Grant Limitation \$ 80,000.00
1.9. Grant Officer for State Agency Jay Scarborough, RTP Coordinator		1.10. State Agency Telephone Number 603-271-3254	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 DANALYNN DOWLING Trail Adminis	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s) Date: Craig Rennie <small>Digitally signed by Craig Rennie Date: 2024.08.11 11:52:21 -0400</small>		1.14. Name & Title of State Agency Signor(s) Craig Rennie, Bureau of Trails Chief Supervisor	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By:  Assistant Attorney General, On: 7/19/2024			
1.16. Approval by Governor and Council (if applicable) By: _____ On: / /			

2. **SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

Contractor Initials 
Date 4-19-24

0. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
1. **EFFECTIVE DATE; COMPLETION OF PROJECT.**
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
2. **GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.**
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
3. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
4. **RECORDS and ACCOUNTS.**
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership
5. with the entity identified as the Grantee in block 1.3 of these provisions
- 8.1. **PERSONNEL.**
The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized 8.2. to perform such Project under all applicable laws.
The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with 8.3. the State, or who is a State officer or employee, elected or appointed.
The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
6. **DATA; RETENTION OF DATA; ACCESS.**
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
0. **CONDITIONAL NATURE OR AGREEMENT.** Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
1. **EVENT OF DEFAULT; REMEDIES.**
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"): 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
11.1.2 Failure to submit any report required hereunder; or
11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement; effective two (2) days after giving the Grantee notice of termination; and
11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
2. **TERMINATION.**
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination. In the event of Termination under paragraphs 10 or 12.4 of these general
12.2. provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
In the event of Termination under paragraphs 10 or 12.4 of these general
12.3. provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
Notwithstanding anything in this Agreement to the contrary, either the State or, 12.4. except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice. **CONFLICT OF INTEREST.** No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
0. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
 1. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
 2. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. 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.
 3. **INSURANCE.**
 - 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
 - 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
 - 17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

- 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
 0. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
 1. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
 2. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
 3. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
 4. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
 5. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
 6. **SPECIAL PROVISIONS.** The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Contractor Initials DD
 Date 9-10-24

STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURL AND CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION
BUREAU OF TRAILS

Recreational Trails Program (RTP) Grant

EXHIBIT A – Special Provisions

1. The Grantee agrees to:
 - a. Perform, as outlined in their application, services related to trail maintenance, restoration, development, acquisition, trail-side and trail-head facilities, operation of education programs promoting safety and environmental protection, or improving access and use of trails by persons with disabilities, in accordance with the **Infrastructure Investment and Jobs Act of 2021**.
 - b. Provide adequate documentation in a format that fully accounts for and certifies that matching funds have been incurred on the project. The Grantee has pledged a minimum of **20%** of the total project cost or value; «\$20,000.00», to the match requirement.
 - c. Submit a project progress report with each request for reimbursement. The report shall outline how each expense item has been applied to the project and provide a plan for future work. Failure to do so may result in the withholding of reimbursement by the State and may also result in impacts to future grant awards. The final billing submitted must be accompanied by the final progress report stating the project is 100% complete and provide color photos detailing the completeness of project.
 - d. Provide in the first billing for materials/goods and equipment purchases, no less than 3 competitive vendor quotes for said equipment and goods/materials, if ≥ \$2,000 and service agreements are ≥ \$10,000.
 - e. **FEDERAL FUNDING ACCOUNTABILITY and TRANSPARENCY ACT (FFATA)**. The Subrecipient shall comply with the terms of the FFATA by providing NHDNCR with their Unique Entity Identifier (Unique Entity ID), and all applicable Executive Compensation Data Information as required under the FFATA. A Unique Entity ID may be obtained by visiting <https://www.sam.gov>.
 - i. **SAM REGISTRATION**: The Subrecipient must have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>).
 - f. On November 15, 2021, the **Infrastructure Investment and Jobs Act (IIJA)** was signed into law (the Bipartisan Infrastructure Law, or BIL), which includes the **Build America, Buy America Act (BABA)**. Pub. L. No. 117-58. BABA strengthens existing Buy America regulations and specifically states that no Federal funds made available for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials permanently incorporated into the project are **produced in the United States**. Any project within the scope of a finding, determination, or decision under the National Environmental Policy Act (NEPA), regardless of the funding source for the individual project, are subject to BABA regulations if at least one contract within the scope of the NEPA decision is funded Federally. This project is subject to BABA, and will require certification in the following item categories (an article, material, or supply should only be classified into one of the categories below):
 - i. On August 16, 2023, The US Department of Transportation found, based on public comment, that it was in the public interest to issue a waiver of BABA's domestic preferences for iron, steel, manufactured products, and construction materials under a single financial assistance award for which:
 1. The total amount of Federal financial assistance applied to the project, through awards or subawards, is **below \$500,000**.
 - ii. **Iron and Steel**: All iron and steel permanently incorporated into the project must be produced in the United States. The only exception to this requirement is the

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production of pig iron and the processing, pelletizing, and reduction of iron ore, which may occur in another country. This means all manufacturing processes, from the initial melting stage through the application of coatings, must occur in the United States.

1. Steel products include, but are not limited to, structural steel, piles, reinforcing steel, structural plate, steel culverts, guardrail, steel supports for signs, signals (mast arms), and luminaires.
 2. Iron products include, but are not limited to, cast iron frames and grates.
- iii. **Manufactured Products***: All manufactured products permanently incorporated into the project must be produced in the United States. This means the manufactured product must be manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States must be greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
1. **The Federal Highway Administration (FHWA) has a longstanding Buy America nationwide General Applicability Waiver for Manufactured Products. As of the date of this Special Attention, FHWA has not modified the waiver, and the waiver continues to apply to manufactured products that are not predominantly steel and iron. Manufactured products that are predominantly steel or iron remain subject to Buy America and now BABA certification.*
- iv. **Construction Materials**: All construction materials permanently incorporated into the project must be manufactured in the United States. This means the final manufacturing process and the immediately preceding manufacturing stage for the construction material must occur in the United States.
1. Construction Materials include an article, material, or supply that is or consists primarily of:
 - a. Non-ferrous metals;
 - b. Plastic and polymer-based products (including polyvinylchloride, composite build materials, and polymers used in fiber optic cables);
 - c. Glass (including optic glass);
 - d. Lumber; or
 - e. Drywall.
 2. Construction Materials do not include:
 - a. Items of primarily iron or steel;
 - b. Manufactured Products;
 - c. Cement and cementitious materials;
 - d. Aggregates such as stone, sand, or gravel; or
 - e. Aggregate binding agents or additives.
 3. Items that consist of two or more of the listed materials that have been combined through a manufacturing process, and items that include at least one of the listed materials combined through a manufacturing process with a material that is not listed, should be treated as manufactured products, rather than as construction materials. Equipment, tools, and temporary items are not required to meet the BABA requirements.
- v. A **Certificate of Compliance**, conforming to the requirements of Section 106.04, shall be furnished for all above materials, regardless of item category. The form for this certification is entitled "Certificate of Compliance" and can be found at www.NHDOT.com.
- vi. For steel and iron materials and for manufactured products produced predominantly of steel or iron, records to be maintained by the Contractor for compliance with this Special Attention shall include a signed mill test report and a signed certification by

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each supplier, distributor, fabricator, and manufacturer that has handled the materials affirming that every process, including the application of a coating, performed on the steel or iron has been carried out in the United States of America, except as allowed by this Special Attention. **The lack of these certifications will be justification for rejection of the material provided.**

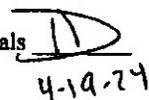
- vii. **Manufacturer's certificate of compliance for construction materials must identify where the construction material was manufactured and attest specifically to compliance with BABA.**
 - viii. The requirements of said law and regulations do not prevent a minimal use of foreign steel and iron materials if the cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total contract price or \$2,500.00, whichever is greater.
 - ix. Upon completion of the project, the Contractor shall certify in writing as to compliance with BABA and also provide the total project delivered cost of all foreign steel and iron, provided under this requirement, that are permanently incorporated into the project. The form for this certification is entitled "**Build America, Buy America Certificate of Compliance**" and can be found at www.NHDOT.com.
 - g. Disposal of equipment in any manner shall require written authorization from the SoNH-DNCR, Bureau of Trails (Bureau). Equipment may be traded or sold by a Grantee which will no longer provide services on trails used by the general public provided that receipts from the sale when greater than \$5,000 be returned to the Bureau in the same proportion as originally funded by the Bureau as a credit to the RTP program. Equipment with a current fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further responsibility to the Bureau.
 - h. Display on equipment purchased through the RTP fund, in a location(s) designated by the Bureau, at least 1 but not more than 2 decals indicating that the equipment has been partially funded by this program. Decals shall be provided by the Bureau.
 - i. Maintain equipment purchased with RTP funds in good mechanical condition.
 - j. Provide an **equipment report** on the condition and location of trail equipment purchased with grant funds to be **submitted annually by December 31st for the useful life of the equipment** as documented by the grantee for tax purposes. The Grantee agrees to retain and use any acquired equipment for intended recreational trail maintenance purposes for its useful life.
 - k. Submit to all requested inspections and audits by State and Federal officials which relate to the services and payments under this grant.
2. Project progress inspections may be conducted by State or Federal representatives. State representatives may, at any time, inspect the project and review the Grantee's records and files. Upon notification of project completion, the State will inspect projects and prepare a written report. Recommendations for corrective actions will be made, if appropriate. A copy of the report will be sent to the Grantee. Deficiencies, if any, shall be corrected and reported, in writing to the State within 21 days of receipt of the inspection report. Final reimbursement will not be made until deficiencies are corrected.

3. Penalties

- a. Termination of Grant: Any failure by the Grantee to abide by or carry out any of the terms or conditions of this grant shall, at the discretion of the State, result in termination of this grant, if, after notice to the Grantee, said default is not remedied within ten (10) days. In the event of termination, no further payments shall be made by the State.
- b. Denial of Future RTP Funds: Failure to comply with any and all terms or conditions of this grant may result in denial of future RTP funds for no less than 2 years from the current grant year.

4. Indemnification

Grantee Initials


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Add the following sentence to the end of Section 16.

Grantee's liability for claims arising under Paragraph 16 shall be limited to its insured amounts under Paragraph 17.1.2 of this Agreement.

5. Insurance

Delete Paragraph 17.1.2 of the G-1 and replace with the following:

17.1.2 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.

Add new Paragraph 17.3 as follows:

The insurance requirements in Paragraph 17.1–17.2 shall not apply to grantees who utilize grant funds solely to purchase equipment and will not perform or subcontract any labor paid for with grant funds.

Grantees must maintain insurance coverage, sufficient to cover the actual cash value of any equipment purchased or reconditioned through the Recreational Trails Program for the term of the RTP award pursuant to Title 2 CFR 200.310. The insurance policy shall name the Department of Natural and Cultural Resources, Bureau of Trails, Recreational Trails Program as a certificate holder.

EXHIBIT B – Scope of Work

Grantee agrees to apply RTP funds from this grant to the project(s) described in the Grantee's Grant Application and approved budget. Grantee may subcontract project work under this grant, provided that reimbursement for subcontracted work shall be subject to review by the State for compliance with grant program requirements.

EXHIBIT C – Payment Terms

Grant Award, Cost Sharing, Total Project Cost, and Method of Payment

1. The State agrees to reimburse the Grantee in accordance with the application rules subject to the following:
 - a. The Grantee must pay 100% of the cost of an item before submitting a request for reimbursement of eligible costs. The Grantee shall submit invoices for actual costs incurred. Reimbursement from the State will take approximately 60 days. Invoices indicating payment in full for the purchase of equipment must accompany billing. Billings must be:
 - i. Within 30 days of incurring the cost(s);
 - ii. Include proof of payment such as credit card receipts or cancelled checks (front and back); and
 - iii. Provide a match form showing a 20% match has been met for the total cost of the billing until total match for project is met.
 - b. A request for reimbursement may not be submitted to the State for less than 25% of the total grant amount. The final 25% of the total grant amount may be withheld until the project is verified complete by the state, the federal grantor agency, or their representatives. Standard reimbursement forms will be provided by the State. All match amounts shall be accounted for before final payment.
 - c. Reimbursements will be made only for items that were listed on the Project Application and

Grantee Initials JD
4-19-24

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MILAN TRAIL HUGGERS is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 23, 2014. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 709154

Certificate Number: 0005731900



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 29th day of March A.D. 2022. ✓

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

Business Information

Business Details

Business Name: MILAN TRAIL HUGGERS	Business ID: 709154
Business Type: Domestic Nonprofit Corporation	Business Status: Good Standing
Business Creation Date: 04/23/2014	Name in State of Incorporation: Not Available
Date of Formation in Jurisdiction: 04/23/2014	
Principal Office Address: 1156 West Milan Rd, Milan, NH, 03588, USA	Mailing Address: NONE
Citizenship / State of Incorporation: Domestic/New Hampshire	
	Last Nonprofit Report Year: 2020
	Next Report Year: 2025
Duration: Perpetual	
Business Email: milantrailhuggersatv@gmail.com	Phone #: NONE
Notification Email: milantrailhuggersatv@gmail.com	Fiscal Year End Date: NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / organize and support ATV users and assist the Division of Parks & Recreation and Bureau of Trails	

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Principals Information

Name/Title	Business Address
Kevin Spencer / President	161 Sullivan Road, Stark, NH, 03582, USA
Suzanne Barss / Vice President	69 Ridge Road, Deerfield, NH, 03037, USA
Janet Roberge / Treasurer	1156 W. Milan Rd, Apt A, Milan, NH, 03588, USA
Lauren Adario / Secretary	82 Perry Avenue, Lynnfield, MA, 01940, USA
Larry Gomes / Director	104 Kelly Road, Stark, NH, 03582, USA

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Registered Agent Information

Name: Not Available

Registered Office Not Available
Address:

Registered Mailing Not Available
Address:

Trade Name Information

No Trade Name(s) associated to this business.

Trade Name Owned By

No Records to View.

Trademark Information

Trademark Number	Trademark Name	Business Address	Mailing Address
------------------	----------------	------------------	-----------------

No records to view.

[Filing History](#) [Address History](#) [View All Other Addresses](#) [Name History](#) [Shares](#)

[Businesses Linked to Registered Agent](#) [Return to Search](#) [Back](#)

NH Department of State, 107 North Main St. Room 204, Concord, NH 03301 -- [Contact Us](#)

[\(/online/Home/ContactUS\)](#)

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Corporate Resolution

I, Lauren Adario, hereby certify that I am the duly elected Clerk/Secretary/Officer of the Milan Trail Huggers. I hereby certify the following is true of a vote taken on March 13, 2024, with the Board of Directors at which time a quorum was present and voting.

Voted: That Dana Lynn Dowling, Trail Administrator is duly authorized to enter into contracts or agreements on behalf of Milan Trail Huggers with the State of New Hampshire and any of its agencies and departments and further is authorized to execute any documents which may in her judgement to be desirable or necessary to affect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as the date of the contract to which this certificate is attached. This authority shall remain valid for thirty (30) days from the date of this Corporate Resolution. I further certify that it is understood the State of New Hampshire will rely on this certificate as evidence the person listed above currently occupy the position indicated and that they have full authority to bind the corporation. To the extent that there are limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly state herein.

DATE: April 18, 2024

ATTEST: Lauren Adario

Lauren Adario, Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/20/2024

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 Hadlock Group - Best Insurance 150 Old County Road Littleton NH 03561		CONTACT NAME: Commercial Lines PHONE (A/C, No, Ext): (603) 444-5500 FAX (A/C, No): (603) 444-0127 E-MAIL ADDRESS:	
INSURED Milan Trail Huggers Po Box 42 Milan NH 03588-0042		INSURER(S) AFFORDING COVERAGE INSURER A: Concord Group Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 20672	

COVERAGES **CERTIFICATE NUMBER:** CL2462004640 **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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	N	20050756	04/01/2024	04/01/2025	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE \$
							OTH-ER \$
							E.L. EACH ACCIDENT \$
							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)
NH NON-PROFIT WHEELED VEHICLE CLUB AFFILISTED WITH STATE OF NH
LIABILITY COVERAGE EXTENDS TO ALL OWNED, RENTED OR LEASED MOBILE EQUIPMENT AND WORK ON NH TRAILS

CERTIFICATE HOLDER State of New Hampshire, Dept. of Natural & Cultural Resources, Bureau of Trails 172 Pembroke Rd 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
--	--

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name Department of Natural & Cultural Resources		1.2. State Agency Address 172 Pembroke Rd. Concord, NH 03301	
1.3. Grantee Name North Country ATV Club		1.4. Grantee Address PO Box 161 Stratford, NH 03590	
1.5 Grantee Phone # 603-568-2999	1.6. Account Number 10-03500-37770000-074	1.7. Completion Date December 31, 2024	1.8. Grant Limitation \$ 41,886.00
1.9. Grant Officer for State Agency Jay Scarborough, RTP Coordinator		1.10. State Agency Telephone Number 603-271-3254	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 Amber Rock Grant Admin	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s) Date: Craig Rennie <small>Digitally signed by Craig Rennie Date: 2024.06.11 09:44:21 +0400</small>		1.14. Name & Title of State Agency Signor(s) Craig Rennie, Bureau of Trails Chief Supervisor	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By:  Assistant Attorney General, On: 7/19/2024			
1.16. Approval by Governor and Council (if applicable) By: _____ On: / /			

2. **SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

Contractor Initials AR
Date 5-17-24

0. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

1. EFFECTIVE DATE: COMPLETION OF PROJECT.

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

2. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.

5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.

5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

3. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.

4. RECORDS and ACCOUNTS.

7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership

5. with the entity identified as the Grantee in block 1.3 of these provisions

8.1. PERSONNEL.

The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized 8.2. to perform such Project under all applicable laws.

The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with 8.3. the State, or who is a State officer or employee, elected or appointed.

The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant

6. Officer, and his/her decision on any dispute, shall be final.

9.1. DATA: RETENTION OF DATA: ACCESS.

As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.

9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

0. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

1. EVENT OF DEFAULT: REMEDIES.

11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"): 11.1.1 Failure to perform the Project satisfactorily or on schedule; or

11.1.2 Failure to submit any report required hereunder; or

11.1.3 Failure to maintain, or permit access to, the records required hereunder; or

11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.

11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

2. TERMINATION.

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination. In the event of Termination under paragraphs 10 or 12.4 of these general

12.2. provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

Notwithstanding anything in this Agreement to the contrary, either the State or, 12.4. except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice. CONFLICT

OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

0. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

1. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.

2. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. 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.

3. **INSURANCE.** The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.

WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.

CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Contractor Initials ALR
Date 5-17-24

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURL AND CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION
BUREAU OF TRAILS**

Recreational Trails Program (RTP) Grant

EXHIBIT A – Special Provisions

1. The Grantee agrees to:
 - a. Perform, as outlined in their application, services related to trail maintenance, restoration, development, acquisition, trail-side and trail-head facilities, operation of education programs promoting safety and environmental protection, or improving access and use of trails by persons with disabilities, in accordance with the **Infrastructure Investment and Jobs Act of 2021**.
 - b. Provide adequate documentation in a format that fully accounts for and certifies that matching funds have been incurred on the project. The Grantee has pledged a minimum of 20% of the total project cost or value; «\$10,471.50», to the match requirement.
 - c. Submit a project progress report with each request for reimbursement. The report shall outline how each expense item has been applied to the project and provide a plan for future work. Failure to do so may result in the withholding of reimbursement by the State and may also result in impacts to future grant awards. The final billing submitted must be accompanied by the final progress report stating the project is 100% complete and provide color photos detailing the completeness of project.
 - d. Provide in the first billing for materials/goods and equipment purchases, no less than 3 competitive vendor quotes for said equipment and goods/materials, if \geq \$2,000 and service agreements are \geq \$10,000.
 - e. **FEDERAL FUNDING ACCOUNTABILITY and TRANSPARENCY ACT (FFATA)**. The Subrecipient shall comply with the terms of the FFATA by providing NHDNCR with their Unique Entity Identifier (Unique Entity ID), and all applicable Executive Compensation Data information as required under the FFATA. A Unique Entity ID may be obtained by visiting <https://www.sam.gov>.
 - i. **SAM REGISTRATION**: The Subrecipient must have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>).
 - f. On November 15, 2021, the **Infrastructure Investment and Jobs Act (IIJA)** was signed into law (the Bipartisan Infrastructure Law, or BIL), which includes the **Build America, Buy America Act (BABA)**. Pub. L. No. 117-58. BABA strengthens existing Buy America regulations and specifically states that no Federal funds made available for infrastructure may be obligated for a project unless all of the **iron, steel, manufactured products, and construction materials** permanently incorporated into the project are **produced in the United States**. Any project within the scope of a finding, determination, or decision under the National Environmental Policy Act (NEPA), regardless of the funding source for the individual project, are subject to BABA regulations if at least one contract within the scope of the NEPA decision is funded Federally. This project is subject to BABA, and will require certification in the following item categories (an article, material, or supply should only be classified into one of the categories below):
 - i. On August 16, 2023, The US Department of Transportation found, based on public comment, that it was in the public interest to issue a waiver of BABA's domestic preferences for iron, steel, manufactured products, and construction materials under a single financial assistance award for which:
 1. The total amount of Federal financial assistance applied to the project, through awards or subawards, is **below \$500,000**.
 - ii. **Iron and Steel**: All iron and steel permanently incorporated into the project must be produced in the United States. The only exception to this requirement is the

Grantee Initials Dul
Date 5-17-24

production of pig iron and the processing, pelletizing, and reduction of iron ore, which may occur in another country. This means all manufacturing processes, from the initial melting stage through the application of coatings, must occur in the United States.

1. Steel products include, but are not limited to, structural steel, piles, reinforcing steel, structural plate, steel culverts, guardrail, steel supports for signs, signals (mast arms), and luminaires.
 2. Iron products include, but are not limited to, cast iron frames and grates.
- iii. **Manufactured Products***: All manufactured products permanently incorporated into the project must be produced in the United States. This means the manufactured product must be manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States must be greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
1. **The Federal Highway Administration (FHWA) has a longstanding Buy America nationwide General Applicability Waiver for Manufactured Products. As of the date of this Special Attention, FHWA has not modified the waiver, and the waiver continues to apply to manufactured products that are not predominantly steel and iron. Manufactured products that are predominantly steel or iron remain subject to Buy America and now BABA certification.*
- iv. **Construction Materials**: All construction materials permanently incorporated into the project must be manufactured in the United States. This means the final manufacturing process and the immediately preceding manufacturing stage for the construction material must occur in the United States.
1. Construction Materials include an article, material, or supply that is or consists primarily of:
 - a. Non-ferrous metals;
 - b. Plastic and polymer-based products (including polyvinylchloride, composite build materials, and polymers used in fiber optic cables);
 - c. Glass (including optic glass);
 - d. Lumber; or
 - e. Drywall.
 2. Construction Materials do not include:
 - a. Items of primarily iron or steel;
 - b. Manufactured Products;
 - c. Cement and cementitious materials;
 - d. Aggregates such as stone, sand, or gravel; or
 - e. Aggregate binding agents or additives.
 3. Items that consist of two or more of the listed materials that have been combined through a manufacturing process, and items that include at least one of the listed materials combined through a manufacturing process with a material that is not listed, should be treated as manufactured products, rather than as construction materials. Equipment, tools, and temporary items are not required to meet the BABA requirements.
- v. A **Certificate of Compliance**, conforming to the requirements of Section 106.04, shall be furnished for all above materials, regardless of item category. The form for this certification is entitled "Certificate of Compliance" and can be found at www.NHDOT.com.
- vi. For steel and iron materials and for manufactured products produced predominantly of steel or iron, records to be maintained by the Contractor for compliance with this Special Attention shall include a **signed mill test report** and a signed certification by

Grantee Initials AWL
Date 5-17-24

each supplier, distributor, fabricator, and manufacturer that has handled the materials affirming that every process, including the application of a coating, performed on the steel or iron has been carried out in the United States of America, except as allowed by this Special Attention. **The lack of these certifications will be justification for rejection of the material provided.**

- vii. **Manufacturer's certificate of compliance for construction materials must identify where the construction material was manufactured and attest specifically to compliance with BABA.**
 - viii. The requirements of said law and regulations do not prevent a minimal use of foreign steel and iron materials if the cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total contract price or **\$2,500.00**, whichever is greater.
 - ix. Upon completion of the project, the Contractor shall certify in writing as to compliance with BABA and also provide the total project delivered cost of all foreign steel and iron, provided under this requirement, that are permanently incorporated into the project. The form for this certification is entitled "**Build America, Buy America Certificate of Compliance**" and can be found at www.NHDOT.com.
 - g. Disposal of equipment in any manner shall require written authorization from the SoNH-DNCR, Bureau of Trails (Bureau). Equipment may be traded or sold by a Grantee which will no longer provide services on trails used by the general public provided that receipts from the sale when greater than \$5,000 be returned to the Bureau in the same proportion as originally funded by the Bureau as a credit to the RTP program. Equipment with a current fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further responsibility to the Bureau.
 - h. Display on equipment purchased through the RTP fund, in a location(s) designated by the Bureau, at least 1 but not more than 2 decals indicating that the equipment has been partially funded by this program. Decals shall be provided by the Bureau.
 - i. Maintain equipment purchased with RTP funds in good mechanical condition.
 - j. Provide an **equipment report** on the condition and location of trail equipment purchased with grant funds to be **submitted annually by December 31st for the useful life of the equipment** as documented by the grantee for tax purposes. The Grantee agrees to retain and use any acquired equipment for intended recreational trail maintenance purposes for its useful life.
 - k. Submit to all requested inspections and audits by State and Federal officials which relate to the services and payments under this grant.
2. Project progress inspections may be conducted by State or Federal representatives. State representatives may, at any time, inspect the project and review the Grantee's records and files. Upon notification of project completion, the State will inspect projects and prepare a written report. Recommendations for corrective actions will be made, if appropriate. A copy of the report will be sent to the Grantee. Deficiencies, if any, shall be corrected and reported, in writing to the State within 21 days of receipt of the inspection report. Final reimbursement will not be made until deficiencies are corrected.
3. **Penalties**
- a. **Termination of Grant:** Any failure by the Grantee to abide by or carry out any of the terms or conditions of this grant shall, at the discretion of the State, result in termination of this grant, if, after notice to the Grantee, said default is not remedied within ten (10) days. In the event of termination, no further payments shall be made by the State.
 - b. **Denial of Future RTP Funds:** Failure to comply with any and all terms or conditions of this grant may result in denial of future RTP funds for no less than 2 years from the current grant year.
4. **Indemnification**

Grantee Initials ALR
Date 5-17-21

Add the following sentence to the end of Section 16.

Grantee's liability for claims arising under Paragraph 16 shall be limited to its insured amounts under Paragraph 17.1.2 of this Agreement.

5. Insurance

Delete Paragraph 17.1.2 of the G-1 and replace with the following:

17.1.2 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.

Add new Paragraph 17.3 as follows:

The insurance requirements in Paragraph 17.1–17.2 shall not apply to grantees who utilize grant funds solely to purchase equipment and will not perform or subcontract any labor paid for with grant funds.

Grantees must maintain insurance coverage, sufficient to cover the actual cash value of any equipment purchased or reconditioned through the Recreational Trails Program for the term of the RTP award pursuant to Title 2 CFR 200.310. The insurance policy shall name the Department of Natural and Cultural Resources, Bureau of Trails, Recreational Trails Program as a certificate holder.

EXHIBIT B – Scope of Work

Grantee agrees to apply RTP funds from this grant to the project(s) described in the Grantee's Grant Application and approved budget. Grantee may subcontract project work under this grant, provided that reimbursement for subcontracted work shall be subject to review by the State for compliance with grant program requirements.

EXHIBIT C – Payment Terms

Grant Award, Cost Sharing, Total Project Cost, and Method of Payment

1. The State agrees to reimburse the Grantee in accordance with the application rules subject to the following:
 - a. The Grantee must pay 100% of the cost of an item before submitting a request for reimbursement of eligible costs. The Grantee shall submit invoices for actual costs incurred. Reimbursement from the State will take approximately 60 days. Invoices indicating payment in full for the purchase of equipment must accompany billing. Billings must be:
 - i. Within 30 days of incurring the cost(s);
 - ii. Include proof of payment such as credit card receipts or cancelled checks (front and back); and
 - iii. Provide a match form showing a 20% match has been met for the total cost of the billing until total match for project is met.
 - b. A request for reimbursement may not be submitted to the State for less than 25% of the total grant amount. The final 25% of the total grant amount may be withheld until the project is verified complete by the state, the federal grantor agency, or their representatives. Standard reimbursement forms will be provided by the State. All match amounts shall be accounted for before final payment.
 - c. Reimbursements will be made only for items that were listed on the Project Application and

Grantee Initials AW
Date 5.17.21

subsequent approved amendments.

Organization Name: «North Country ATV»
Vendor Code: «158451»
Unique Entity ID: «H18VGNU6YWLS»
Grant #: «24-06»
Appropriation Code: 37770000-074-500585

Grant Amount: «\$41,886.00»
Match Required: «\$10,471.50»
Total Project Cost: «\$52,357.50»

The maximum amount of funds available to the Grantee pursuant to this agreement shall be «\$41,886.00». It is further understood and agreed that the Grantee shall only be reimbursed on the basis of actual costs incurred, and that the State's determination of eligible and approved costs shall be final in all cases.

Term of Grant

This grant, and the obligations of the parties hereunder, shall become effective upon FHWA and Governor and Council approval. The term of this grant shall run from the commencement date through December 31st, 2024.

Grantee Initials ALR
Date 5.17.24

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NORTH COUNTRY ATV is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 30, 1998. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 293091

Certificate Number: 0005342332



IN TESTIMONY WHEREOF,
I here to set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of April A.D. 2021.

A handwritten signature in cursive script, appearing to read "Wm Gardner", is written over a circular embossed seal.

William M. Gardner
Secretary of State

Business Information

Business Details

Business Name: NORTH COUNTRY ATV	Business ID: 293091
Business Type: Domestic Nonprofit Corporation	Business Status: Good Standing
Business Creation Date: 04/30/1998	Name in State of Incorporation: Not Available
Date of Formation in Jurisdiction: 04/30/1998	
Principal Office Address: PO Box 161, No Stratford, NH, 03590, USA	Mailing Address: NONE
Citizenship / State of Incorporation: Domestic/New Hampshire	
	Last Nonprofit Report Year: 2020
	Next Report Year: 2025
Duration: Perpetual	
Business Email: tedburns0@hotmail.com	Phone #: NONE
Notification Email: tedburns0@hotmail.com	Fiscal Year End Date: NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / TO ESTABLISH TRAILS FOR SAFE RIDING	

Page 1 of 1, records 1 to 1 of 1

Principals Information

Name/Title	Business Address
Molly Stetson / Secretary	P.O. Box 161, North Stratford, NH, 03590, USA
Harlan Connary / President	P.O. Box 161, Stratford, NH, 03590, USA
Ken Adair / Director	1543 Lost Nation Road, Groveton, NH, 03582, USA
Theodore Burns / Other Officer	37 Old Mill Road, North Stratford, NH, 03590, USA

Page 1 of 1, records 1 to 4 of 4

Registered Agent Information

Name: Not Available

Registered Office Not Available
Address:

Registered Mailing Not Available
Address:

Trade Name Information

No Trade Name(s) associated to this business.

Trade Name Owned By

No Records to View.

Trademark Information

Trademark Number	Trademark Name	Business Address	Mailing Address
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No records to view.

[Filing History](#) [Address History](#) [View All Other Addresses](#) [Name History](#) [Shares](#)

[Businesses Linked to Registered Agent](#) [Return to Search](#) [Back](#)

NH Department of State, 107 North Main St. Room 204, Concord, NH 03301 -- [Contact Us \(/online/Home/ContactUS\)](#)

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Corporate Resolution

I, Toshua Phillips, hereby certify that I am duly elected Clerk/Secretary/Officer of North Country ATV. I hereby certify the following is a true of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on May 5, 2024, at which a quorum of the directors/shareholders were present and voting.

Voted: That Amber Rock Grant Administrator (may list more than one person) is duly
(Name and Title)

authorized to enter into contracts or agreements on behalf of North Country ATV
(Name of Corporation)

with the State of New Hampshire and any of its agencies and departments and further is authorized to execute any documents which may in his/her judgement to be desirable or necessary to affect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as the date of the contract to which this certificate is attached. This authority shall remain valid for thirty (30) days from the date of this Corporate Resolution. I further certify that it is understood the State of New Hampshire will rely on this certificate as evidence the person(s) listed above currently occupy the positions(s) indicated and that they have full authority to bind the corporation. To the extent that there are limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: 5/17/24

ATTEST: [Signature] President
(Name & Title)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/20/2024

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 Hadlock Group - Best Insurance 150 Old County Road Littleton NH 03561		CONTACT NAME: Commercial Lines PHONE (A/C, No, Ext): (603) 444-5500 FAX (A/C, No): (603) 444-0127 E-MAIL ADDRESS:	
INSURED North Country Atv Inc Po Box 161 North Stratford NH 03590-0161		INSURER(S) AFFORDING COVERAGE INSURER A: Concord Group Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 20672	

COVERAGES **CERTIFICATE NUMBER:** CL2462004639 **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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	N	20042607	06/30/2024	06/30/2025	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 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)

Non Profit ATV Club
LIABILITY COVERAGE EXTENDS TO ALL OWNED, RENTED OR LEASED MOBILE EQUIPMENT AND WORK ON NH TRAILS

CERTIFICATE HOLDER NH DEPARTMENT OF NATURAL & CULTURAL RESOURCES, 172 PEMBROKE RD 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
--	--

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GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name Department of Natural & Cultural Resources		1.2. State Agency Address 172 Pembroke Rd. Concord, NH 03301	
1.3. Grantee Name Stratford Nighthawks		1.4. Grantee Address PO Box 326 North Stratford, NH 03590	
1.5 Grantee Phone # 603-568-2999	1.6. Account Number 10-03500-37770000-074	1.7. Completion Date August 31, 2025	1.8. Grant Limitation \$ 29,079.37
1.9. Grant Officer for State Agency Jay Scarborough, RTP Coordinator		1.10. State Agency Telephone Number 603-271-3254	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 <i>Amber Rock</i>		1.12. Name & Title of Grantee Signor 1 Amber Rock Grant Administrator	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s) Date: Craig Rennie <small>Digitally signed by Craig Rennie Date: 2024.08.11 11:57:03 -04'00'</small>		1.14. Name & Title of State Agency Signor(s) Craig Rennie, Bureau of Trails Chief Supervisor	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By: <i>Shirley Phillips</i>		Assistant Attorney General, On: 7/19/2024	
1.16. Approval by Governor and Council (if applicable)			
By:		On: / /	

2. **SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

Contractor Initials *ALR*
Date *5.17.24*

0. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
1. **EFFECTIVE DATE: COMPLETION OF PROJECT.**
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
2. **GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.**
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
3. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
4. **RECORDS and ACCOUNTS.**
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership
5. with the entity identified as the Grantee in block 1.3 of these provisions
- 8.1. **PERSONNEL.**
The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized 8.2. to perform such Project under all applicable laws.
The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with 8.3. the State, or who is a State officer or employee, elected or appointed.
The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
6. **DATA: RETENTION OF DATA: ACCESS.**
As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations.
- computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
0. **CONDITIONAL NATURE OR AGREEMENT.** Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
1. **EVENT OF DEFAULT: REMEDIES.**
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"): 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
11.1.2 Failure to submit any report required hereunder; or
11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
2. **TERMINATION.**
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination. In the event of Termination under paragraphs 10 or 12.4 of these general
- 12.2. provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
In the event of Termination under paragraphs 10 or 12.4 of these general
- 12.3. provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
Notwithstanding anything in this Agreement to the contrary, either the State or, 12.4. except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice. **CONFLICT OF INTEREST.** No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

0. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

1. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.

2. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. 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.

3. INSURANCE.
17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.

0. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

1. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

2. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.

3. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

4. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

5. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

6. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Contractor Initials ALR
Date 5-17-24

STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURL AND CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION
BUREAU OF TRAILS

Recreational Trails Program (RTP) Grant

EXHIBIT A – Special Provisions

1. The Grantee agrees to:

- a. Perform, as outlined in their application, services related to trail maintenance, restoration, development, acquisition, trail-side and trail-head facilities, operation of education programs promoting safety and environmental protection, or improving access and use of trails by persons with disabilities, in accordance with the **Infrastructure Investment and Jobs Act of 2021**.
- b. Provide adequate documentation in a format that fully accounts for and certifies that matching funds have been incurred on the project. The Grantee has pledged a minimum of **20%** of the total project cost or value; «\$7,269.84», to the match requirement.
- c. Submit a project progress report with each request for reimbursement. The report shall outline how each expense item has been applied to the project and provide a plan for future work. Failure to do so may result in the withholding of reimbursement by the State and may also result in impacts to future grant awards. The final billing submitted must be accompanied by the final progress report stating the project is 100% complete and provide color photos detailing the completeness of project.
- d. Provide in the first billing for materials/goods and equipment purchases, no less than 3 competitive vendor quotes for said equipment and goods/materials, if ≥ \$2,000 and service agreements are ≥ \$10,000.
- e. **FEDERAL FUNDING ACCOUNTABILITY and TRANSPARENCY ACT (FFATA)**. The Subrecipient shall comply with the terms of the FFATA by providing NHDNCR with their Unique Entity Identifier (Unique Entity ID), and all applicable Executive Compensation Data information as required under the FFATA. A Unique Entity ID may be obtained by visiting <https://www.sam.gov>.
 - i. **SAM REGISTRATION:** The Subrecipient must have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>).
- f. On November 15, 2021, the **Infrastructure Investment and Jobs Act (IIJA)** was signed into law (the Bipartisan Infrastructure Law, or BIL), which includes the **Build America, Buy America Act (BABA)**. Pub. L. No. 117-58. BABA strengthens existing Buy America regulations and specifically states that no Federal funds made available for infrastructure may be obligated for a project unless all of the **iron, steel, manufactured products, and construction materials** permanently incorporated into the project are **produced in the United States**. Any project within the scope of a finding, determination, or decision under the National Environmental Policy Act (NEPA), regardless of the funding source for the individual project, are subject to BABA regulations if at least one contract within the scope of the NEPA decision is funded Federally. This project is subject to BABA, and will require certification in the following item categories (an article, material, or supply should only be classified into one of the categories below):
 - i. On August 16, 2023, The US Department of Transportation found, based on public comment, that it was in the public interest to issue a waiver of BABA's domestic preferences for iron, steel, manufactured products, and construction materials under a single financial assistance award for which:
 1. The total amount of Federal financial assistance applied to the project, through awards or subawards, is **below \$500,000**.
 - ii. **Iron and Steel:** All iron and steel permanently incorporated into the project must be produced in the United States. The only exception to this requirement is the

Grantee Initials ALC

Date 5-17-24

production of pig iron and the processing, pelletizing, and reduction of iron ore, which may occur in another country. This means all manufacturing processes, from the initial melting stage through the application of coatings, must occur in the United States.

1. Steel products include, but are not limited to, structural steel, piles, reinforcing steel, structural plate, steel culverts, guardrail, steel supports for signs, signals (mast arms), and luminaires.
 2. Iron products include, but are not limited to, cast iron frames and grates.
- iii. **Manufactured Products***: All manufactured products permanently incorporated into the project must be produced in the United States. This means the manufactured product must be manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States must be greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
1. **The Federal Highway Administration (FHWA) has a longstanding Buy America nationwide General Applicability Waiver for Manufactured Products. As of the date of this Special Attention, FHWA has not modified the waiver, and the waiver continues to apply to manufactured products that are not predominantly steel and iron. Manufactured products that are predominantly steel or iron remain subject to Buy America and now BABA certification.*
- iv. **Construction Materials**: All construction materials permanently incorporated into the project must be manufactured in the United States. This means the final manufacturing process and the immediately preceding manufacturing stage for the construction material must occur in the United States.
1. Construction Materials include an article, material, or supply that is or consists primarily of:
 - a. Non-ferrous metals;
 - b. Plastic and polymer-based products (including polyvinylchloride, composite build materials, and polymers used in fiber optic cables);
 - c. Glass (including optic glass);
 - d. Lumber; or
 - e. Drywall.
 2. Construction Materials do not include:
 - a. Items of primarily iron or steel;
 - b. Manufactured Products;
 - c. Cement and cementitious materials;
 - d. Aggregates such as stone, sand, or gravel; or
 - e. Aggregate binding agents or additives.
 3. Items that consist of two or more of the listed materials that have been combined through a manufacturing process, and items that include at least one of the listed materials combined through a manufacturing process with a material that is not listed, should be treated as manufactured products, rather than as construction materials. Equipment, tools, and temporary items are not required to meet the BABA requirements.
- v. **A Certificate of Compliance**, conforming to the requirements of Section 106.04, shall be furnished for all above materials, regardless of item category. The form for this certification is entitled "Certificate of Compliance" and can be found at www.NHDOT.com.
- vi. For steel and iron materials and for manufactured products produced predominantly of steel or iron, records to be maintained by the Contractor for compliance with this Special Attention shall include a **signed mill test report** and a signed certification by

Grantee Initials

Date

AKR
5/17/24

each supplier, distributor, fabricator, and manufacturer that has handled the materials affirming that every process, including the application of a coating, performed on the steel or iron has been carried out in the United States of America, except as allowed by this Special Attention. **The lack of these certifications will be justification for rejection of the material provided.**

- vii. **Manufacturer's certificate of compliance for construction materials must identify where the construction material was manufactured and attest specifically to compliance with BABA.**
 - viii. The requirements of said law and regulations do not prevent a minimal use of foreign steel and iron materials if the cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total contract price or **\$2,500.00**, whichever is greater.
 - ix. Upon completion of the project, the Contractor shall certify in writing as to compliance with BABA and also provide the total project delivered cost of all foreign steel and iron, provided under this requirement, that are permanently incorporated into the project. The form for this certification is entitled "**Build America, Buy America Certificate of Compliance**" and can be found at www.NHDOT.com.
 - g. Disposal of equipment in any manner shall require written authorization from the SoNH-DNCR, Bureau of Trails (Bureau). Equipment may be traded or sold by a Grantee which will no longer provide services on trails used by the general public provided that receipts from the sale when greater than \$5,000 be returned to the Bureau in the same proportion as originally funded by the Bureau as a credit to the RTP program. Equipment with a current fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further responsibility to the Bureau.
 - h. Display on equipment purchased through the RTP fund, in a location(s) designated by the Bureau, at least 1 but not more than 2 decals indicating that the equipment has been partially funded by this program. Decals shall be provided by the Bureau.
 - i. Maintain equipment purchased with RTP funds in good mechanical condition.
 - j. Provide an **equipment report** on the condition and location of trail equipment purchased with grant funds to be **submitted annually by December 31st for the useful life of the equipment** as documented by the grantee for tax purposes. The Grantee agrees to retain and use any acquired equipment for intended recreational trail maintenance purposes for its useful life.
 - k. Submit to all requested inspections and audits by State and Federal officials which relate to the services and payments under this grant.
2. Project progress inspections may be conducted by State or Federal representatives. State representatives may, at any time, inspect the project and review the Grantee's records and files. Upon notification of project completion, the State will inspect projects and prepare a written report. Recommendations for corrective actions will be made, if appropriate. A copy of the report will be sent to the Grantee. Deficiencies, if any, shall be corrected and reported, in writing to the State within 21 days of receipt of the inspection report. Final reimbursement will not be made until deficiencies are corrected.
3. **Penalties**
- a. **Termination of Grant:** Any failure by the Grantee to abide by or carry out any of the terms or conditions of this grant shall, at the discretion of the State, result in termination of this grant, if, after notice to the Grantee, said default is not remedied within ten (10) days. In the event of termination, no further payments shall be made by the State.
 - b. **Denial of Future RTP Funds:** Failure to comply with any and all terms or conditions of this grant may result in denial of future RTP funds for no less than 2 years from the current grant year.

4. **Indemnification**

Grantee Initials ALF
Date 5.17.24

Add the following sentence to the end of Section 16.

Grantee's liability for claims arising under Paragraph 16 shall be limited to its insured amounts under Paragraph 17.1.2 of this Agreement.

5. Insurance

Delete Paragraph 17.1.2 of the G-1 and replace with the following:

17.1.2 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.

Add new Paragraph 17.3 as follows:

The insurance requirements in Paragraph 17.1–17.2 shall not apply to grantees who utilize grant funds solely to purchase equipment and will not perform or subcontract any labor paid for with grant funds.

Grantees must maintain insurance coverage, sufficient to cover the actual cash value of any equipment purchased or reconditioned through the Recreational Trails Program for the term of the RTP award pursuant to Title 2 CFR 200.310. The insurance policy shall name the Department of Natural and Cultural Resources, Bureau of Trails, Recreational Trails Program as a certificate holder.

EXHIBIT B – Scope of Work

Grantee agrees to apply RTP funds from this grant to the project(s) described in the Grantee's Grant Application and approved budget. Grantee may subcontract project work under this grant, provided that reimbursement for subcontracted work shall be subject to review by the State for compliance with grant program requirements.

EXHIBIT C – Payment Terms

Grant Award, Cost Sharing, Total Project Cost, and Method of Payment

1. The State agrees to reimburse the Grantee in accordance with the application rules subject to the following:
 - a. The Grantee must pay 100% of the cost of an item before submitting a request for reimbursement of eligible costs. The Grantee shall submit invoices for actual costs incurred. Reimbursement from the State will take approximately 60 days. Invoices indicating payment in full for the purchase of equipment must accompany billing. Billings must be:
 - i. Within 30 days of incurring the cost(s);
 - ii. Include proof of payment such as credit card receipts or cancelled checks (front and back); and
 - iii. Provide a match form showing a 20% match has been met for the total cost of the billing until total match for project is met.
 - b. A request for reimbursement may not be submitted to the State for less than 25% of the total grant amount. The final 25% of the total grant amount may be withheld until the project is verified complete by the state, the federal grantor agency, or their representatives. Standard reimbursement forms will be provided by the State. All match amounts shall be accounted for before final payment.
 - c. Reimbursements will be made only for items that were listed on the Project Application and

Grantee Initials: AKB
Date: 5.17.24

subsequent approved amendments.

Organization Name: «Stratford NightHawks»
Vendor Code: «166666»
Unique Entity ID: «PGV4E2H16GA4»
Grant #: «24-08»
Appropriation Code: 37770000-074-500585

Grant Amount: «\$29,079.37»
Match Required: «\$7,269.84»
Total Project Cost: «\$36,349.21»

The maximum amount of funds available to the Grantee pursuant to this agreement shall be «\$29,079.37». It is further understood and agreed that the Grantee shall only be reimbursed on the basis of actual costs incurred, and that the State's determination of eligible and approved costs shall be final in all cases.

Term of Grant

This grant, and the obligations of the parties hereunder, shall become effective upon FHWA and Governor and Council approval. The term of this grant shall run from the commencement date through August 31st, 2025.

Grantee Initials AK
Date 5.17.24

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that STRATFORD NIGHTHAWKS is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 10, 1988. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 136354

Certificate Number: 0005781762



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 24th day of May A.D. 2022. ✓

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

Business Information

Business Details

Business Name: STRATFORD NIGHTHAWKS	Business ID: 136354
Business Type: Domestic Nonprofit Corporation	Business Status: Good Standing
Business Creation Date: 11/10/1988	Name in State of Incorporation: Not Available
Date of Formation in Jurisdiction: 11/10/1988	
Principal Office Address: 18 Washburn Road, N Stratford, NH, 03590, USA	Mailing Address: NONE
Citizenship / State of Incorporation: Domestic/New Hampshire	
	Last Nonprofit Report Year: 2020
	Next Report Year: 2025
Duration: Perpetual	
Business Email: NONE	Phone #: NONE
Notification Email: gunnie1960@hotmail.com	Fiscal Year End Date: NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / PROMOTE & STIMULATE RECREATIONAL ACTIVITIES	

Page 1 of 1, records 1 to 1 of 1

Principals Information

Name/Title	Business Address
Bill Noons / President	16 Martha's Lane, Stratford, NH, 03590, USA
Jody Noons / Secretary	16 Martha's Lane, Stratford, NH, 03590, USA
Ronald Perry / Treasurer	Bog Road, Stratford, NH, 03590, USA
Wayne Labatte / Director	14 Pine Road, Stratford, NH, 03590, USA
Candy Livingstone / Other Officer	484 US Route 3, Stratford, NH, 03590, USA

< Previous ... 1 2 ... Next > Page 1 of 2, records 1 to 5 of 9 Go to Page

Registered Agent Information

Name: Not Available

Registered Office Not Available
Address:

Registered Mailing Not Available
Address:

Trade Name Information

No Trade Name(s) associated to this business.

Trade Name Owned By

No Records to View.

Trademark Information

Trademark Number	Trademark Name	Business Address	Mailing Address
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No records to view.

[Filing History](#) [Address History](#) [View All Other Addresses](#) [Name History](#) [Shares](#)

[Businesses Linked to Registered Agent](#) [Return to Search](#) [Back](#)

NH Department of State, 107 North Main St. Room 204, Concord, NH 03301 -- [Contact Us](#)

[\(/online/Home/ContactUS\)](#)

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Corporate Resolution

I, Bill Woods, hereby certify that I am duly elected Clerk/Secretary/Officer
(Name)
of Stratford Knight Hawks I hereby certify the following is a true of a vote taken at a
(Name of Corporation)
meeting of the Board of Directors/shareholders, duly called and held on Apr 30, 2024,
at which a quorum of the directors/shareholders were present and voting.

Voted: That Amber Rock (may list more than one person) is duly
(Name and Title)

authorized to enter into contracts or agreements on behalf of Stratford Knight Hawks
(Name of Corporation)

with the State of New Hampshire and any of its agencies and departments and further is
authorized to execute any documents which may in his/her judgement to be desirable or
necessary to affect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force
and effect as the date of the contract to which this certificate is attached. This authority **shall
remain valid for thirty (30) days** from the date of this Corporate Resolution. I further certify
that it is understood the State of New Hampshire will rely on this certificate as evidence the
person(s) listed above currently occupy the positions(s) indicated and that they have full
authority to bind the corporation. To the extent that there are limits on the authority of any listed
individual to bind the corporation in contracts with the State of New Hampshire, all such
limitations are expressly stated herein.

DATED: 5-19-24

ATTEST: Belle Prudent
(Name & Title)

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name Department of Natural & Cultural Resources		1.2. State Agency Address 172 Pembroke Rd. Concord, NH 03301	
1.3. Grantee Name Dalton Ridge Runners		1.4. Grantee Address 64 Bush Rd. Dalton, NH 03598	
1.5. Grantee Phone # 603-236-6063	1.6. Account Number 10-03500-37770000-074	1.7. Completion Date December 31, 2024	1.8. Grant Limitation \$ 37,719.00
1.9. Grant Officer for State Agency Jay Scarborough, RTP Coordinator		1.10. State Agency Telephone Number 603-271-3254	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 <i>Craig Greenwood</i>		1.12. Name & Title of Grantee Signor 1 Craig Greenwood Trail Administrator	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13. State Agency Signature(s) Date: Craig Rennie <small>Digitally signed by Craig Rennie Date: 2024.08.11 11:57:26 -0400</small>		1.14. Name & Title of State Agency Signor(s) Craig Rennie, Bureau of Trails Chief Supervisor	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By: <i>Shirley Phillips</i>		Assistant Attorney General, On: 7/19/2024.	
1.16. Approval by Governor and Council (if applicable)			
By:		On: / /	

2. **SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

Contractor Initials *[Signature]*
Date 5/29/24

0. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

1. **EFFECTIVE DATE: COMPLETION OF PROJECT.**

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

2. **GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.**

5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.

5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

3. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.

4. **RECORDS AND ACCOUNTS.**

7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership

5. with the entity identified as the Grantee in block 1.3 of these provisions

8.1. **PERSONNEL.**

The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized 8.2. to perform such Project under all applicable laws.

The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with 8.3. the State, or who is a State officer or employee, elected or appointed.

The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant

6. Officer, and his/her decision on any dispute, shall be final.

9.1. **DATA: RETENTION OF DATA: ACCESS.**

As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.

9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

0. **CONDITIONAL NATURE OR AGREEMENT.** Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

1. **EVENT OF DEFAULT: REMEDIES.**

11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"): 11.1.1

Failure to perform the Project satisfactorily or on schedule; or

11.1.2 Failure to submit any report required hereunder; or

11.1.3 Failure to maintain, or permit access to, the records required hereunder; or

11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.

11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

2. **TERMINATION.**

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination. In the event of Termination under paragraphs 10 or 12.4 of these general

12.2. provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

Notwithstanding anything in this Agreement to the contrary, either the State or, 12.4. except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice. **CONFLICT**

OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

0. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

1. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.

2. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. 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.

3. INSURANCE. The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

- 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.

WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.

CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Contractor Initials COO
Date 5/29/24

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION
BUREAU OF TRAILS**

Recreational Trails Program (RTP) Grant

EXHIBIT A – Special Provisions

1. The Grantee agrees to:
 - a. Perform, as outlined in their application, services related to trail maintenance, restoration, development, acquisition, trail-side and trail-head facilities, operation of education programs promoting safety and environmental protection, or improving access and use of trails by persons with disabilities, in accordance with the **Infrastructure Investment and Jobs Act of 2021**.
 - b. Provide adequate documentation in a format that fully accounts for and certifies that matching funds have been incurred on the project. The Grantee has pledged a minimum of **20%** of the total project cost or value; «\$9,429.75», to the match requirement.
 - c. Submit a project progress report with each request for reimbursement. The report shall outline how each expense item has been applied to the project and provide a plan for future work. Failure to do so may result in the withholding of reimbursement by the State and may also result in impacts to future grant awards. The final billing submitted must be accompanied by the final progress report stating the project is 100% complete and provide color photos detailing the completeness of project.
 - d. Provide in the first billing for materials/goods and equipment purchases, no less than 3 competitive vendor quotes for said equipment and goods/materials, if \geq \$2,000 and service agreements are \geq \$10,000.
 - e. **FEDERAL FUNDING ACCOUNTABILITY and TRANSPARENCY ACT (FFATA)**. The Subrecipient shall comply with the terms of the FFATA by providing NHDNCR with their Unique Entity Identifier (Unique Entity ID), and all applicable Executive Compensation Data information as required under the FFATA. A Unique Entity ID may be obtained by visiting <https://www.sam.gov>.
 - i. **SAM REGISTRATION**: The Subrecipient must have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>).
 - f. On November 15, 2021, the **Infrastructure Investment and Jobs Act (IIJA)** was signed into law (the Bipartisan Infrastructure Law, or BIL), which includes the **Build America, Buy America Act (BABA)**. Pub. L. No. 117-58. BABA strengthens existing Buy America regulations and specifically states that no Federal funds made available for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials permanently incorporated into the project are **produced in the United States**. Any project within the scope of a finding, determination, or decision under the National Environmental Policy Act (NEPA), regardless of the funding source for the individual project, are subject to BABA regulations if at least one contract within the scope of the NEPA decision is funded Federally. This project is subject to BABA, and will require certification in the following item categories (an article, material, or supply should only be classified into one of the categories below):
 - i. On August 16, 2023, The US Department of Transportation found, based on public comment, that it was in the public interest to issue a waiver of BABA's domestic preferences for iron, steel, manufactured products, and construction materials under a single financial assistance award for which:
 1. The total amount of Federal financial assistance applied to the project, through awards or subawards, is **below \$500,000**.
 - ii. **Iron and Steel**: All iron and steel permanently incorporated into the project must be produced in the United States. The only exception to this requirement is the

Grantee Initials

Date

[Handwritten initials]
[Handwritten date: 5/29/24]

production of pig iron and the processing, pelletizing, and reduction of iron ore, which may occur in another country. This means all manufacturing processes, from the initial melting stage through the application of coatings, must occur in the United States.

1. Steel products include, but are not limited to, structural steel, piles, reinforcing steel, structural plate, steel culverts, guardrail, steel supports for signs, signals (mast arms), and luminaires.
 2. Iron products include, but are not limited to, cast iron frames and grates.
- iii. **Manufactured Products***: All manufactured products permanently incorporated into the project must be produced in the United States. This means the manufactured product must be manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States must be greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
1. **The Federal Highway Administration (FHWA) has a longstanding Buy America nationwide General Applicability Waiver for Manufactured Products. As of the date of this Special Attention, FHWA has not modified the waiver, and the waiver continues to apply to manufactured products that are not predominantly steel and iron. Manufactured products that are predominantly steel or iron remain subject to Buy America and now BABA certification.*
- iv. **Construction Materials**: All construction materials permanently incorporated into the project must be manufactured in the United States. This means the final manufacturing process and the immediately preceding manufacturing stage for the construction material must occur in the United States.
1. Construction Materials include an article, material, or supply that is or consists primarily of:
 - a. Non-ferrous metals;
 - b. Plastic and polymer-based products (including polyvinylchloride, composite build materials, and polymers used in fiber optic cables);
 - c. Glass (including optic glass);
 - d. Lumber; or
 - e. Drywall.
 2. Construction Materials do not include:
 - a. Items of primarily iron or steel;
 - b. Manufactured Products;
 - c. Cement and cementitious materials;
 - d. Aggregates such as stone, sand, or gravel; or
 - e. Aggregate binding agents or additives.
 3. Items that consist of two or more of the listed materials that have been combined through a manufacturing process, and items that include at least one of the listed materials combined through a manufacturing process with a material that is not listed, should be treated as manufactured products, rather than as construction materials. Equipment, tools, and temporary items are not required to meet the BABA requirements.
- v. A **Certificate of Compliance**, conforming to the requirements of Section 106.04, shall be furnished for all above materials, regardless of item category. The form for this certification is entitled "Certificate of Compliance" and can be found at www.NHDOT.com.
- vi. For steel and iron materials and for manufactured products produced predominantly of steel or iron, records to be maintained by the Contractor for compliance with this Special Attention shall include a **signed mill test report** and a signed certification by

Grantee Initials ST/29/24
Date 0000

each supplier, distributor, fabricator, and manufacturer that has handled the materials affirming that every process, including the application of a coating, performed on the steel or iron has been carried out in the United States of America, except as allowed by this Special Attention. **The lack of these certifications will be justification for rejection of the material provided.**

- vii. **Manufacturer's certificate of compliance for construction materials must identify where the construction material was manufactured and attest specifically to compliance with BABA.**
 - viii. The requirements of said law and regulations do not prevent a minimal use of foreign steel and iron materials if the cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total contract price or **\$2,500.00**, whichever is greater.
 - ix. Upon completion of the project, the Contractor shall certify in writing as to compliance with BABA and also provide the total project delivered cost of all foreign steel and iron, provided under this requirement, that are permanently incorporated into the project. The form for this certification is entitled "**Buld America, Buy America Certificate of Compliance**" and can be found at www.NHDOT.com.
 - g. Disposal of equipment in any manner shall require written authorization from the SoNH-DNCR, Bureau of Trails (Bureau). Equipment may be traded or sold by a Grantee which will no longer provide services on trails used by the general public provided that receipts from the sale when greater than \$5,000 be returned to the Bureau in the same proportion as originally funded by the Bureau as a credit to the RTP program. Equipment with a current fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further responsibility to the Bureau.
 - h. Display on equipment purchased through the RTP fund, in a location(s) designated by the Bureau, at least 1 but not more than 2 decals indicating that the equipment has been partially funded by this program. Decals shall be provided by the Bureau.
 - i. Maintain equipment purchased with RTP funds in good mechanical condition.
 - j. Provide an **equipment report** on the condition and location of trail equipment purchased with grant funds to be **submitted annually by December 31st for the useful life of the equipment** as documented by the grantee for tax purposes. The Grantee agrees to retain and use any acquired equipment for intended recreational trail maintenance purposes for its useful life.
 - k. Submit to all requested inspections and audits by State and Federal officials which relate to the services and payments under this grant.
2. Project progress inspections may be conducted by State or Federal representatives. State representatives may, at any time, inspect the project and review the Grantee's records and files. Upon notification of project completion, the State will inspect projects and prepare a written report. Recommendations for corrective actions will be made, if appropriate. A copy of the report will be sent to the Grantee. Deficiencies, if any, shall be corrected and reported, in writing to the State within 21 days of receipt of the inspection report. Final reimbursement will not be made until deficiencies are corrected.

3. Penalties

- a. Termination of Grant: Any failure by the Grantee to abide by or carry out any of the terms or conditions of this grant shall, at the discretion of the State, result in termination of this grant, if, after notice to the Grantee, said default is not remedied within ten (10) days. In the event of termination, no further payments shall be made by the State.
- b. Denial of Future RTP Funds: Failure to comply with any and all terms or conditions of this grant may result in denial of future RTP funds for no less than 2 years from the current grant year.

4. Indemnification

Grantee Initials
Date


5/29/24

Add the following sentence to the end of Section 16.

Grantee's liability for claims arising under Paragraph 16 shall be limited to its insured amounts under Paragraph 17.1.2 of this Agreement.

5. **Insurance**

Delete Paragraph 17.1.2 of the G-1 and replace with the following:

17.1.2 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.

Add new Paragraph 17.3 as follows:

The insurance requirements in Paragraph 17.1–17.2 shall not apply to grantees who utilize grant funds solely to purchase equipment and will not perform or subcontract any labor paid for with grant funds.

Grantees must maintain insurance coverage, sufficient to cover the actual cash value of any equipment purchased or reconditioned through the Recreational Trails Program for the term of the RTP award pursuant to Title 2 CFR 200.310. The insurance policy shall name the Department of Natural and Cultural Resources, Bureau of Trails, Recreational Trails Program as a certificate holder.

EXHIBIT B – Scope of Work

Grantee agrees to apply RTP funds from this grant to the project(s) described in the Grantee's Grant Application and approved budget. Grantee may subcontract project work under this grant, provided that reimbursement for subcontracted work shall be subject to review by the State for compliance with grant program requirements.

EXHIBIT C – Payment Terms

Grant Award, Cost Sharing, Total Project Cost, and Method of Payment

1. The State agrees to reimburse the Grantee in accordance with the application rules subject to the following:
 - a. The Grantee must pay 100% of the cost of an item before submitting a request for reimbursement of eligible costs. The Grantee shall submit invoices for actual costs incurred. Reimbursement from the State will take approximately 60 days. Invoices indicating payment in full for the purchase of equipment must accompany billing. Billings must be:
 - i. Within 30 days of incurring the cost(s);
 - ii. Include proof of payment such as credit card receipts or cancelled checks (front and back); and
 - iii. Provide a match form showing a 20% match has been met for the total cost of the billing until total match for project is met.
 - b. A request for reimbursement may not be submitted to the State for less than 25% of the total grant amount. The final 25% of the total grant amount may be withheld until the project is verified complete by the state, the federal grantor agency, or their representatives. Standard reimbursement forms will be provided by the State. All match amounts shall be accounted for before final payment.
 - c. Reimbursements will be made only for items that were listed on the Project Application and

Grantee Initials

Date


5/29/24

subsequent approved amendments.

Organization Name: «Dalton Ridge Runners»
Vendor Code: «162647»
Unique Entity ID: «ZWZAQ2A71VR5»
Grant #: «24-11»
Appropriation Code: 37770000-074-500585

Grant Amount: «\$37,719.00»
Match Required: «\$9,429.75»
Total Project Cost: «47,148.75»

The maximum amount of funds available to the Grantee pursuant to this agreement shall be «\$37,719.00». It is further understood and agreed that the Grantee shall only be reimbursed on the basis of actual costs incurred, and that the State's determination of eligible and approved costs shall be final in all cases.

Term of Grant

This grant, and the obligations of the parties hereunder, shall become effective upon FHWA and Governor and Council approval. The term of this grant shall run from the commencement date through December 31st, 2024.

Grantee Initials 
Date 5/29/24

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that DALTON RIDGE RUNNERS is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 25, 2002. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 398910

Certificate Number: 0005767642



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 27th day of April A.D. 2022.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State

Business Information

Business Details

Business Name: DALTON RIDGE RUNNERS	Business ID: 398910
Business Type: Domestic Nonprofit Corporation	Business Status: Good Standing
Business Creation Date: 03/25/2002	Name in State of Incorporation: Not Available
Date of Formation in Jurisdiction: 03/25/2002	
Principal Office Address: 64 Bush Rd, Dalton, NH, 03598, USA	Mailing Address: 64 Bush Rd, Dalton, NH, 03598, USA
Citizenship / State of Incorporation: Domestic/New Hampshire	
	Last Nonprofit Report Year: 2020
	Next Report Year: 2025
Duration: Perpetual	
Business Email: daltonridgerunners@gmail.com	Phone #: NONE
Notification Email: daltonridgerunners@gmail.com	Fiscal Year End Date: NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / SNOWMOBILING AS A SPORT AND RECREATION FOR ITS MEMBERS	

Page 1 of 1, records 1 to 1 of 1

Principals Information

Name/Title	Business Address
Linda Greenwood / Treasurer	255 French Road, Dalton, NH, 03598, USA
Allen Rexford / President	64 Bush Road, Dalton, NH, 03598, USA
Gary Greenwood / Other Officer	255 French Rd, Dalton, NH, 03598, USA
Robert Spillane / Director	Mt. Misery Rd., Littleton, NH, 03561, USA
Mark Jacobs / Director	14 Cushton Rd., Dalton, NH, 03598, USA

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Registered Agent Information

Name: Not Available

Registered Office Not Available
Address:

Registered Mailing Not Available
Address:

Trade Name Information

No Trade Name(s) associated to this business.

Trade Name Owned By

No Records to View.

Trademark Information

Trademark Number	Trademark Name	Business Address	Mailing Address
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No records to view.

[Filing History](#) [Address History](#) [View All Other Addresses](#) [Name History](#) [Shares](#)

[Businesses Linked to Registered Agent](#) [Return to Search](#) [Back](#)

NH Department of State, 107 North Main St. Room 204, Concord, NH 03301 -- [Contact Us](#)

[\(/online/Home/ContactUS\)](#)

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Corporate Resolution

I, Allen Rexford, hereby certify that I am duly elected Clerk/Secretary/Officer
(Name)
of Dalton Ridge Runners. I hereby certify the following is a true of a vote taken at a
(Name of Corporation)
meeting of the Board of Directors/shareholders, duly called and held on May 11, 2024,
at which a quorum of the directors/shareholders were present and voting.

Voted: That Craig Greenwood (may list more than one person) is duly
(Name and Title)
authorized to enter into contracts or agreements on behalf of Dalton Ridge Runners
(Name of Corporation)

with the State of New Hampshire and any of its agencies and departments and further is
authorized to execute any documents which may in his/her judgement to be desirable or
necessary to affect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force
and effect as the date of the contract to which this certificate is attached. This authority shall
remain valid for thirty (30) days from the date of this Corporate Resolution. I further certify
that it is understood the State of New Hampshire will rely on this certificate as evidence the
person(s) listed above currently occupy the positions(s) indicated and that they have full
authority to bind the corporation. To the extent that there are limits on the authority of any listed
individual to bind the corporation in contracts with the State of New Hampshire, all such
limitations are expressly stated herein.

DATED: 5/11/2024

ATTEST: Allen Rexford
(Name & Title)
{ Digitally signed by Allen
Rexford
Date: 2024.05.29
07:42:28 -04'00'

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name Department of Natural & Cultural Resources		1.2. State Agency Address 172 Pembroke Rd. Concord, NH 03301	
1.3. Grantee Name Cross New Hampshire Adventure Trail (xNHAT)		1.4. Grantee Address PO Box 1047 Glen, NH 03838	
1.5. Grantee Phone # 603-733-6154	1.6. Account Number 10-03500-37770000-074	1.7. Completion Date December 31, 2024	1.8. Grant Limitation \$ 41,204
1.9. Grant Officer for State Agency Jay Scarborough, RTP Coordinator		1.10. State Agency Telephone Number 603-271-3254	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 <i>Marianne Borowski</i>		1.12. Name & Title of Grantee Signor 1 <i>Marianne Borowski, President & Founder</i>	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s) Date: Craig Rennie <small><i>Digitally signed by Craig Rennie Date: 2024.06.11 11:57:47 +0100</i></small>		1.14. Name & Title of State Agency Signor(s) Craig Rennie, Bureau of Trails Chief Supervisor	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By: <i>Shirley Phillips</i>		Assistant Attorney General, On: 7/19/2024	
1.16. Approval by Governor and Council (if applicable)			
By:		On: / /	

2. **SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

Contractor Initials *GMS*
Date *5-20-24*

0. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

1. **EFFECTIVE DATE: COMPLETION OF PROJECT.**

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

2. **GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.**

5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.

5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

3. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.

4. **RECORDS and ACCOUNTS.**

7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership

5. with, the entity identified as the Grantee in block 1.3 of these provisions

8.1. **PERSONNEL.**

The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized 8.2. to perform such Project under all applicable laws.

The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with 8.3. the State, or who is a State officer or employee, elected or appointed.

The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant

6. Officer, and his/her decision on any dispute, shall be final.

9.1. **DATA: RETENTION OF DATA: ACCESS.**

As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.

9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

CONDITIONAL NATURE OF AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

1. **EVENT OF DEFAULT: REMEDIES.**

11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"): 11.1.1 Failure to perform the Project satisfactorily or on schedule; or

11.1.2 Failure to submit any report required hereunder; or

11.1.3 Failure to maintain, or permit access to, the records required hereunder; or

11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.

11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

2. **TERMINATION.**

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination. In the event of Termination under paragraphs 10 or 12.4 of these general

12.2. provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

Notwithstanding anything in this Agreement to the contrary, either the State or, 12.4. except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Contractor Initials

JMS

Date 5-20-24

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
0. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
 1. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
 2. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. 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.
 3. **INSURANCE.**
 - 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
 - 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
 - 17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
 4. **17.2.** The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
 0. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
 1. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
 2. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
 3. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
 4. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
 5. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supercedes all prior agreements and understandings relating hereto.
 6. **SPECIAL PROVISIONS.** The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Contractor Initials MB
 Date 5-20-24

STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURL AND CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION
BUREAU OF TRAILS

Recreational Trails Program (RTP) Grant

EXHIBIT A – Special Provisions

1. The Grantee agrees to:

- a. Perform, as outlined in their application, services related to trail maintenance, restoration, development, acquisition, trail-side and trail-head facilities, operation of education programs promoting safety and environmental protection, or improving access and use of trails by persons with disabilities, in accordance with the **Infrastructure Investment and Jobs Act of 2021**.
- b. Provide adequate documentation in a format that fully accounts for and certifies that matching funds have been incurred on the project. The Grantee has pledged a minimum of **20%** of the total project cost or value; «\$10,301.00», to the match requirement.
- c. Submit a project progress report with each request for reimbursement. The report shall outline how each expense item has been applied to the project and provide a plan for future work. Failure to do so may result in the withholding of reimbursement by the State and may also result in impacts to future grant awards. The final billing submitted must be accompanied by the final progress report stating the project is 100% complete and provide color photos detailing the completeness of project.
- d. Provide in the first billing for materials/goods and equipment purchases, no less than 3 competitive vendor quotes for said equipment and goods/materials, if ≥ \$2,000 and service agreements are ≥ \$10,000.
- e. **FEDERAL FUNDING ACCOUNTABILITY and TRANSPARENCY ACT (FFATA)**. The Subrecipient shall comply with the terms of the FFATA by providing NHDNCR with their Unique Entity Identifier (Unique Entity ID), and all applicable Executive Compensation Data information as required under the FFATA. A Unique Entity ID may be obtained by visiting <https://www.sam.gov>.
 - i. **SAM REGISTRATION**: The Subrecipient must have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>).
- f. On November 15, 2021, the **Infrastructure Investment and Jobs Act (IIJA)** was signed into law (the Bipartisan Infrastructure Law, or BIL), which includes the **Build America, Buy America Act (BABA)**. Pub. L. No. 117-58. BABA strengthens existing Buy America regulations and specifically states that no Federal funds made available for infrastructure may be obligated for a project unless all of the **iron, steel, manufactured products, and construction materials** permanently incorporated into the project are **produced in the United States**. Any project within the scope of a finding, determination, or decision under the National Environmental Policy Act (NEPA), regardless of the funding source for the individual project, are subject to BABA regulations if at least one contract within the scope of the NEPA decision is funded Federally. This project is subject to BABA, and will require certification in the following item categories (an article, material, or supply should only be classified into one of the categories below):
 - i. On August 16, 2023, The US Department of Transportation found, based on public comment, that it was in the public interest to issue a waiver of BABA's domestic preferences for iron, steel, manufactured products, and construction materials under a single financial assistance award for which:
 1. The total amount of Federal financial assistance applied to the project, through awards or subawards, is **below \$500,000**.
 - ii. **Iron and Steel**: All iron and steel permanently incorporated into the project must be produced in the United States. The only exception to this requirement is the

Grantee Initials WIB
Date 5-20-24

production of pig iron and the processing, pelletizing, and reduction of iron ore, which may occur in another country. This means all manufacturing processes, from the initial melting stage through the application of coatings, must occur in the United States.

1. Steel products include, but are not limited to, structural steel, piles, reinforcing steel, structural plate, steel culverts, guardrail, steel supports for signs, signals (mast arms), and luminaires.
 2. Iron products include, but are not limited to, cast iron frames and grates.
- iii. **Manufactured Products***: All manufactured products permanently incorporated into the project must be produced in the United States. This means the manufactured product must be manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States must be greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
1. **The Federal Highway Administration (FHWA) has a longstanding Buy America nationwide General Applicability Waiver for Manufactured Products. As of the date of this Special Attention, FHWA has not modified the waiver, and the waiver continues to apply to manufactured products that are not predominantly steel and iron. Manufactured products that are predominantly steel or iron remain subject to Buy America and now BABA certification.*
- iv. **Construction Materials**: All construction materials permanently incorporated into the project must be manufactured in the United States. This means the final manufacturing process and the immediately preceding manufacturing stage for the construction material must occur in the United States.
1. Construction Materials include an article, material, or supply that is or consists primarily of:
 - a. Non-ferrous metals;
 - b. Plastic and polymer-based products (including polyvinylchloride, composite build materials, and polymers used in fiber optic cables);
 - c. Glass (including optic glass);
 - d. Lumber; or
 - e. Drywall.
 2. Construction Materials do not include:
 - a. Items of primarily iron or steel;
 - b. Manufactured Products;
 - c. Cement and cementitious materials;
 - d. Aggregates such as stone, sand, or gravel; or
 - e. Aggregate binding agents or additives.
 3. Items that consist of two or more of the listed materials that have been combined through a manufacturing process, and items that include at least one of the listed materials combined through a manufacturing process with a material that is not listed, should be treated as manufactured products, rather than as construction materials. Equipment, tools, and temporary items are not required to meet the BABA requirements.
- v. A **Certificate of Compliance**, conforming to the requirements of Section 106.04, shall be furnished for all above materials, regardless of item category. The form for this certification is entitled "Certificate of Compliance" and can be found at www.NHDOT.com.
- vi. For steel and iron materials and for manufactured products produced predominantly of steel or iron, records to be maintained by the Contractor for compliance with this Special Attention shall include a signed mill test report and a signed certification by

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each supplier, distributor, fabricator, and manufacturer that has handled the materials affirming that every process, including the application of a coating, performed on the steel or iron has been carried out in the United States of America, except as allowed by this Special Attention. The lack of these certifications will be justification for rejection of the material provided.

- vii. **Manufacturer's certificate of compliance for construction materials must identify where the construction material was manufactured and attest specifically to compliance with BABA.**
 - viii. **The requirements of said law and regulations do not prevent a minimal use of foreign steel and iron materials if the cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total contract price or \$2,500.00, whichever is greater.**
 - ix. **Upon completion of the project, the Contractor shall certify in writing as to compliance with BABA and also provide the total project delivered cost of all foreign steel and iron, provided under this requirement, that are permanently incorporated into the project. The form for this certification is entitled "Build America, Buy America Certificate of Compliance" and can be found at www.NHDOT.com.**
 - g. **Disposal of equipment in any manner shall require written authorization from the SoNH-DNCR, Bureau of Trails (Bureau). Equipment may be traded or sold by a Grantee which will no longer provide services on trails used by the general public provided that receipts from the sale when greater than \$5,000 be returned to the Bureau in the same proportion as originally funded by the Bureau as a credit to the RTP program. Equipment with a current fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further responsibility to the Bureau.**
 - h. **Display on equipment purchased through the RTP fund, in a location(s) designated by the Bureau, at least 1 but not more than 2 decals indicating that the equipment has been partially funded by this program. Decals shall be provided by the Bureau.**
 - i. **Maintain equipment purchased with RTP funds in good mechanical condition.**
 - j. **Provide an equipment report on the condition and location of trail equipment purchased with grant funds to be submitted annually by December 31st for the useful life of the equipment as documented by the grantee for tax purposes. The Grantee agrees to retain and use any acquired equipment for intended recreational trail maintenance purposes for its useful life.**
 - k. **Submit to all requested inspections and audits by State and Federal officials which relate to the services and payments under this grant.**
2. **Project progress inspections may be conducted by State or Federal representatives. State representatives may, at any time, inspect the project and review the Grantee's records and files. Upon notification of project completion, the State will inspect projects and prepare a written report. Recommendations for corrective actions will be made, if appropriate. A copy of the report will be sent to the Grantee. Deficiencies, if any, shall be corrected and reported, in writing to the State within 21 days of receipt of the inspection report. Final reimbursement will not be made until deficiencies are corrected.**
3. **Penalties**
- a. **Termination of Grant: Any failure by the Grantee to abide by or carry out any of the terms or conditions of this grant shall, at the discretion of the State, result in termination of this grant, if, after notice to the Grantee, said default is not remedied within ten (10) days. In the event of termination, no further payments shall be made by the State.**
 - b. **Denial of Future RTP Funds: Failure to comply with any and all terms or conditions of this grant may result in denial of future RTP funds for no less than 2 years from the current grant year.**

4. **Indemnification**

Grantee Initials

Date

MB
5-20-24

Add the following sentence to the end of Section 16.

Grantee's liability for claims arising under Paragraph 16 shall be limited to its insured amounts under Paragraph 17.1.2 of this Agreement.

5. Insurance

Delete Paragraph 17.1.2 of the G-1 and replace with the following:

17.1.2 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.

Add new Paragraph 17.3 as follows:

The insurance requirements in Paragraph 17.1–17.2 shall not apply to grantees who utilize grant funds solely to purchase equipment and will not perform or subcontract any labor paid for with grant funds.

Grantees must maintain insurance coverage, sufficient to cover the actual cash value of any equipment purchased or reconditioned through the Recreational Trails Program for the term of the RTP award pursuant to Title 2 CFR 200.310. The insurance policy shall name the Department of Natural and Cultural Resources, Bureau of Trails, Recreational Trails Program as a certificate holder.

EXHIBIT B – Scope of Work

Grantee agrees to apply RTP funds from this grant to the project(s) described in the Grantee's Grant Application and approved budget. Grantee may subcontract project work under this grant, provided that reimbursement for subcontracted work shall be subject to review by the State for compliance with grant program requirements.

EXHIBIT C – Payment Terms

Grant Award, Cost Sharing, Total Project Cost, and Method of Payment

1. The State agrees to reimburse the Grantee in accordance with the application rules subject to the following:
 - a. The Grantee must pay 100% of the cost of an item before submitting a request for reimbursement of eligible costs. The Grantee shall submit invoices for actual costs incurred. Reimbursement from the State will take approximately 60 days. Invoices indicating payment in full for the purchase of equipment must accompany billing. Billings must be:
 - i. Within 30 days of incurring the cost(s);
 - ii. Include proof of payment such as credit card receipts or cancelled checks (front and back); and
 - iii. Provide a match form showing a 20% match has been met for the total cost of the billing until total match for project is met.
 - b. A request for reimbursement may not be submitted to the State for less than 25% of the total grant amount. The final 25% of the total grant amount may be withheld until the project is verified complete by the state, the federal grantor agency, or their representatives. Standard reimbursement forms will be provided by the State. All match amounts shall be accounted for before final payment.
 - c. Reimbursements will be made only for items that were listed on the Project Application and

Grantee Initials JMB
Date 5-21-24

subsequent approved amendments.

Organization Name: «Cross New Hampshire Adventure Trail»
Vendor Code: «496871»
Unique Entity ID: «U3QEQ944KXN6»
Grant #: «24-12»
Appropriation Code: 37770000-074-500585

Grant Amount: «\$41,204.00»
Match Required: «\$10,301.00»
Total Project Cost: «\$51,505.00»

The maximum amount of funds available to the Grantee pursuant to this agreement shall be «\$41,204.00». It is further understood and agreed that the Grantee shall only be reimbursed on the basis of actual costs incurred, and that the State's determination of eligible and approved costs shall be final in all cases.

Term of Grant

This grant, and the obligations of the parties hereunder, shall become effective upon FHWA and Governor and Council approval. The term of this grant shall run from the commencement date through December 31st, 2024.

Grantee Initials JMB
Date 5-20-24

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that **CROSS NEW HAMPSHIRE ADVENTURE TRAIL** is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on December 23, 2020. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 858908

Certificate Number: 0006233959



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 18th day of May A.D. 2023.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State

Business Information

Business Details

Business Name:	CROSS NEW HAMPSHIRE ADVENTURE TRAIL	Business ID:	858908
Business Type:	Domestic Nonprofit Corporation	Business Status:	Good Standing
Business Creation Date:	12/23/2020	Name in State of Incorporation:	Not Available
Date of Formation in Jurisdiction:	N/A		
Principal Office Address:	43 West Ledge Road, Glen, NH, 03838, USA	Mailing Address:	PO Box 1047, Glen, NH, 03838, USA
Citizenship / State of Incorporation:	Domestic/New Hampshire		
		Last Nonprofit Report Year:	N/A
		Next Report Year:	2025
Duration:	Not Stated		
Business Email:	annualreports@coopercargillchant.com	Phone #:	NONE
Notification Email:	NONE	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
------	------------	---------------

OTHER / The Corporation is organized as a public charity exclusively for charitable, educational, and scientific purposes under Section 501 (c) (3) of the Internal Revenue Code of 1986, as amended. Consistent with the foregoing, the purposes of this corporation are: To establish, map and sign a pleasurable, off-road and quiet back road bicycle route across the North Country of New Hampshire; To promote cyclo-tourism and bike-packing; provide high quality current route information through websites and social media for the benefit of all trail users; collaborate with local businesses and other organizations to welcome cyclists and to maintain and restore trails. To raise funds by contributions, donations, event fees, and direct appeals as the directors and officers of the Corporation may determine are beneficial and necessary to further the objectives and purposes of the Corporation as hereinabove set forth; (For additional business purpose information please see the attached business formation documentation in the filing history.)

Page 1 of 1, records 1 to 1 of 1

Principals Information

Name/Title	Business Address
Robert McConaghy / Director	P.O. Box 522, North Conway, NH, 03860, USA
Marianne Borowski / President	P.O. Box 1047, Glen, NH, 03838, USA
Robert McConaghy / Vice President	P.O. Box 522, Intervale, NH, 03845, USA
Margaret R. Fitzgerald / Treasurer	P.O. Box 203, Colebrook, NH, 03576, USA
Patricia A Ashworth / Secretary	P.O. Box 603, Jackson, NH, 03846, USA

< Previous ... 1 2 3 ... Next > Page 1 of 3, records 1 to 5 of 13 Go to Page

Corporate Resolution

I, Ellen Booras, hereby certify that I am duly elected Clerk/Secretary/Officer
(Name)
of Cross NH Adventure Trail. I hereby certify the following is a true of a vote taken at a
(Name of Corporation)
meeting of the Board of Directors/shareholders, duly called and held on May 20, 2024,
at which a quorum of the directors/shareholders were present and voting.

Voted: That Marianna Borowski (may list more than one person) is duly
(Name and Title)

authorized to enter into contracts or agreements on behalf of Cross NH Adventure Trail
(Name of Corporation)
with the State of New Hampshire and any of its agencies and departments and further is
authorized to execute any documents which may in his/her judgement to be desirable or
necessary to affect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force
and effect as the date of the contract to which this certificate is attached. This authority shall
remain valid for thirty (30) days from the date of this Corporate Resolution. I further certify
that it is understood the State of New Hampshire will rely on this certificate as evidence the
person(s) listed above currently occupy the positions(s) indicated and that they have full
authority to bind the corporation. To the extent that there are limits on the authority of any listed
individual to bind the corporation in contracts with the State of New Hampshire, all such
limitations are expressly stated herein.

DATED: May 20, 2024

ATTEST: Ellen Booras
(Name & Title)
Cross NH Adventure Trail
Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/20/2024

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 Chalmers Insurance Group - North Conway PO Box 24807 North Conway NH 03860		CONTACT NAME: Samantha Hunter PHONE (A/C No. Ext): (803) 358-6926 FAX (A/C No.): (803) 358-6934 E-MAIL ADDRESS: shunter@chalmersinsurancegroup.com	
INSURED Cross New Hampshire Adventure Trail PO Box 1047 Glen NH 03838		INSURER(S) AFFORDING COVERAGE INSURER A: Ohio Security Insurance Company NAIC # 24082 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL2452054031 **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.

USER LTR	TYPE OF INSURANCE	ADDITIONAL (R/C) (W/D)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	BZ582785068	02/19/2024	02/19/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ca occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ca accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

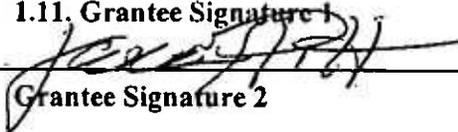
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if space is required)
State of NH is and Additional Insured on this policy.
Department of Natural and Cultural Resources - Holder

CERTIFICATE HOLDER State of New Hampshire 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
--	--

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name Department of Natural & Cultural Resources		1.2. State Agency Address 172 Pembroke Rd. Concord, NH 03301	
1.3. Grantee Name Town of Marlborough		1.4. Grantee Address PO Box 487 Marlborough, NH 03455	
1.5 Grantee Phone # 603-876-3751	1.6. Account Number 10-03500-37770000-074	1.7. Completion Date August 31, 2025	1.8. Grant Limitation \$ 80,000.00
1.9. Grant Officer for State Agency Jay Scarborough, RTP Coordinator		1.10. State Agency Telephone Number 603-271-3254	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 Jane Pitt, BOS Chairman	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s) Date: Craig Rennie <small>Digitally signed by Craig Rennie Date: 2024.06.11 11:58:10 -0400</small>		1.14. Name & Title of State Agency Signor(s) Craig Rennie, Bureau of Trails Chief Supervisor	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By:  Assistant Attorney General, On: 7/19/2024.			
1.16. Approval by Governor and Council (if applicable) By: _____ On: / /			

2. **SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

Contractor Initials 
Date 6-6-24

approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

0. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

1. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.

2. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. 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.

3. INSURANCE.

17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.

WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.

CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Contractor Initials

Date

JSP
6-6-28

STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURL AND CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION
BUREAU OF TRAILS

Recreational Trails Program (RTP) Grant

EXHIBIT A – Special Provisions

1. The Grantee agrees to:

- a. Perform, as outlined in their application, services related to trail maintenance, restoration, development, acquisition, trail-side and trail-head facilities, operation of education programs promoting safety and environmental protection, or improving access and use of trails by persons with disabilities, in accordance with the **Infrastructure Investment and Jobs Act of 2021**.
- b. Provide adequate documentation in a format that fully accounts for and certifies that matching funds have been incurred on the project. The Grantee has pledged a minimum of **20%** of the total project cost or value; «\$20,000.00», to the match requirement.
- c. Submit a project progress report with each request for reimbursement. The report shall outline how each expense item has been applied to the project and provide a plan for future work. Failure to do so may result in the withholding of reimbursement by the State and may also result in impacts to future grant awards. The final billing submitted must be accompanied by the final progress report stating the project is 100% complete and provide color photos detailing the completeness of project.
- d. Provide in the first billing for materials/goods and equipment purchases, no less than 3 competitive vendor quotes for said equipment and goods/materials, if \geq \$2,000 and service agreements are \geq \$10,000.
- e. **FEDERAL FUNDING ACCOUNTABILITY and TRANSPARENCY ACT (FFATA)**. The Subrecipient shall comply with the terms of the FFATA by providing NHDNCR with their Unique Entity Identifier (Unique Entity ID), and all applicable Executive Compensation Data information as required under the FFATA. A Unique Entity ID may be obtained by visiting <https://www.sam.gov>.
 - i. **SAM REGISTRATION**: The Subrecipient must have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>).
- f. On November 15, 2021, the **Infrastructure Investment and Jobs Act (IIJA)** was signed into law (the Bipartisan Infrastructure Law, or BIL), which includes the **Build America, Buy America Act (BABA)**. Pub. L. No. 117-58. BABA strengthens existing Buy America regulations and specifically states that no Federal funds made available for infrastructure may be obligated for a project unless all of the **iron, steel, manufactured products, and construction materials** permanently incorporated into the project are **produced in the United States**. Any project within the scope of a finding, determination, or decision under the National Environmental Policy Act (NEPA), regardless of the funding source for the individual project, are subject to BABA regulations if at least one contract within the scope of the NEPA decision is funded Federally. This project is subject to BABA, and will require certification in the following item categories (an article, material, or supply should only be classified into one of the categories below):
 - i. On August 16, 2023, The US Department of Transportation found, based on public comment, that it was in the public interest to issue a waiver of BABA's domestic preferences for iron, steel, manufactured products, and construction materials under a single financial assistance award for which:
 1. The total amount of Federal financial assistance applied to the project, through awards or subawards, is **below \$500,000**.
 - ii. **Iron and Steel**: All iron and steel permanently incorporated into the project must be produced in the United States. The only exception to this requirement is the

Grantee Initials

Date

[Handwritten Signature]
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production of pig iron and the processing, pelletizing, and reduction of iron ore, which may occur in another country. This means all manufacturing processes, from the initial melting stage through the application of coatings, must occur in the United States.

1. Steel products include, but are not limited to, structural steel, piles, reinforcing steel, structural plate, steel culverts, guardrail, steel supports for signs, signals (mast arms), and luminaires.
 2. Iron products include, but are not limited to, cast iron frames and grates.
- iii. **Manufactured Products***: All manufactured products permanently incorporated into the project must be produced in the United States. This means the manufactured product must be manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States must be greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
1. **The Federal Highway Administration (FHWA) has a longstanding Buy America nationwide General Applicability Waiver for Manufactured Products. As of the date of this Special Attention, FHWA has not modified the waiver, and the waiver continues to apply to manufactured products that are not predominantly steel and iron. Manufactured products that are predominantly steel or iron remain subject to Buy America and now BABA certification.*
- iv. **Construction Materials**: All construction materials permanently incorporated into the project must be manufactured in the United States. This means the final manufacturing process and the immediately preceding manufacturing stage for the construction material must occur in the United States.
1. Construction Materials include an article, material, or supply that is or consists primarily of:
 - a. Non-ferrous metals;
 - b. Plastic and polymer-based products (including polyvinylchloride, composite build materials, and polymers used in fiber optic cables);
 - c. Glass (including optic glass);
 - d. Lumber; or
 - e. Drywall.
 2. Construction Materials do not include:
 - a. Items of primarily iron or steel;
 - b. Manufactured Products;
 - c. Cement and cementitious materials;
 - d. Aggregates such as stone, sand, or gravel; or
 - e. Aggregate binding agents or additives.
 3. Items that consist of two or more of the listed materials that have been combined through a manufacturing process, and items that include at least one of the listed materials combined through a manufacturing process with a material that is not listed, should be treated as manufactured products, rather than as construction materials. Equipment, tools, and temporary items are not required to meet the BABA requirements.
- v. **A Certificate of Compliance**, conforming to the requirements of Section 106.04, shall be furnished for all above materials, regardless of item category. The form for this certification is entitled "Certificate of Compliance" and can be found at www.NHDOT.com.
- vi. For steel and iron materials and for manufactured products produced predominantly of steel or iron, records to be maintained by the Contractor for compliance with this Special Attention shall include a **signed mill test report** and a signed certification by

Grantee Initials
Date

[Signature]
6-6-24

each supplier, distributor, fabricator, and manufacturer that has handled the materials affirming that every process, including the application of a coating, performed on the steel or iron has been carried out in the United States of America, except as allowed by this Special Attention. **The lack of these certifications will be justification for rejection of the material provided.**

- vii. **Manufacturer's certificate of compliance for construction materials must identify where the construction material was manufactured and attest specifically to compliance with BABA.**
 - viii. The requirements of said law and regulations do not prevent a minimal use of foreign steel and iron materials if the cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total contract price or **\$2,500.00**, whichever is greater.
 - ix. Upon completion of the project, the Contractor shall certify in writing as to compliance with BABA and also provide the total project delivered cost of all foreign steel and iron, provided under this requirement, that are permanently incorporated into the project. The form for this certification is entitled "**Buld America, Buy America Certificate of Compliance**" and can be found at www.NHDOT.com.
 - g. Disposal of equipment in any manner shall require written authorization from the SoNH-DNCR, Bureau of Trails (Bureau). Equipment may be traded or sold by a Grantee which will no longer provide services on trails used by the general public provided that receipts from the sale when greater than \$5,000 be returned to the Bureau in the same proportion as originally funded by the Bureau as a credit to the RTP program. Equipment with a current fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further responsibility to the Bureau.
 - h. Display on equipment purchased through the RTP fund, in a location(s) designated by the Bureau, at least 1 but not more than 2 decals indicating that the equipment has been partially funded by this program. Decals shall be provided by the Bureau.
 - i. Maintain equipment purchased with RTP funds in good mechanical condition.
 - j. Provide an **equipment report** on the condition and location of trail equipment purchased with grant funds to be **submitted annually by December 31st for the useful life of the equipment** as documented by the grantee for tax purposes. The Grantee agrees to retain and use any acquired equipment for intended recreational trail maintenance purposes for its useful life.
 - k. Submit to all requested inspections and audits by State and Federal officials which relate to the services and payments under this grant.
2. Project progress inspections may be conducted by State or Federal representatives. State representatives may, at any time, inspect the project and review the Grantee's records and files. Upon notification of project completion, the State will inspect projects and prepare a written report. Recommendations for corrective actions will be made, if appropriate. A copy of the report will be sent to the Grantee. Deficiencies, if any, shall be corrected and reported, in writing to the State within 21 days of receipt of the inspection report. Final reimbursement will not be made until deficiencies are corrected.

3. Penalties

- a. Termination of Grant: Any failure by the Grantee to abide by or carry out any of the terms or conditions of this grant shall, at the discretion of the State, result in termination of this grant, if, after notice to the Grantee, said default is not remedied within ten (10) days. In the event of termination, no further payments shall be made by the State.
- b. Denial of Future RTP Funds: Failure to comply with any and all terms or conditions of this grant may result in denial of future RTP funds for no less than 2 years from the current grant year.

4. Indemnification

Grantee Initials
Date

AP
6/15/25

Add the following sentence to the end of Section 16.

Grantee's liability for claims arising under Paragraph 16 shall be limited to its insured amounts under Paragraph 17.1.2 of this Agreement.

5. Insurance

Delete Paragraph 17.1.2 of the G-1 and replace with the following:

17.1.2 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.

Add new Paragraph 17.3 as follows:

The insurance requirements in Paragraph 17.1–17.2 shall not apply to grantees who utilize grant funds solely to purchase equipment and will not perform or subcontract any labor paid for with grant funds.

Grantees must maintain insurance coverage, sufficient to cover the actual cash value of any equipment purchased or reconditioned through the Recreational Trails Program for the term of the RTP award pursuant to Title 2 CFR 200.310. The insurance policy shall name the Department of Natural and Cultural Resources, Bureau of Trails, Recreational Trails Program as a certificate holder.

EXHIBIT B – Scope of Work

Grantee agrees to apply RTP funds from this grant to the project(s) described in the Grantee's Grant Application and approved budget. Grantee may subcontract project work under this grant, provided that reimbursement for subcontracted work shall be subject to review by the State for compliance with grant program requirements.

EXHIBIT C – Payment Terms

Grant Award, Cost Sharing, Total Project Cost, and Method of Payment

1. The State agrees to reimburse the Grantee in accordance with the application rules subject to the following:
 - a. The Grantee must pay 100% of the cost of an item before submitting a request for reimbursement of eligible costs. The Grantee shall submit invoices for actual costs incurred. Reimbursement from the State will take approximately 60 days. Invoices indicating payment in full for the purchase of equipment must accompany billing. Billings must be:
 - i. Within 30 days of incurring the cost(s);
 - ii. Include proof of payment such as credit card receipts or cancelled checks (front and back); and
 - iii. Provide a match form showing a 20% match has been met for the total cost of the billing until total match for project is met.
 - b. A request for reimbursement may not be submitted to the State for less than 25% of the total grant amount. The final 25% of the total grant amount may be withheld until the project is verified complete by the state, the federal grantor agency, or their representatives. Standard reimbursement forms will be provided by the State. All match amounts shall be accounted for before final payment.
 - c. Reimbursements will be made only for items that were listed on the Project Application and

Grantee Initials HTP
Date 6.6.24

subsequent approved amendments.

Organization Name: «Town of Marlborough»
Vendor Code: «177434»
Unique Entity ID: «N6BTMDEJJ815»
Grant #: «24-13»
Appropriation Code: 37770000-074-500585

Grant Amount: «\$80,000.00»
Match Required: «\$20,000.00»
Total Project Cost: «\$100,000.00»

The maximum amount of funds available to the Grantee pursuant to this agreement shall be «\$80,000.00». It is further understood and agreed that the Grantee shall only be reimbursed on the basis of actual costs incurred, and that the State's determination of eligible and approved costs shall be final in all cases.

Term of Grant

This grant, and the obligations of the parties hereunder, shall become effective upon FHWA and Governor and Council approval. The term of this grant shall run from the commencement date through August 31st, 2025.

Grantee Initials
Date

JH
6.6.24

Municipality Certification of Authority

I, Kathleen Chamberlain, hereby certify/attest that I am the duly elected Town Clerk of the Town of Marlborough, New Hampshire. I hereby certify the following is a true copy of the resolution adopted during a meeting of the Marlborough Board of Selectmen, duly called and held on June 5, 2024, at which a quorum of the Marlborough Board of Selectmen was present and voting.

RESOLVED: That Jane Pitt, Board of Selectmen Chairman is duly authorized to enter into contracts or agreements on behalf of the Town of Marlborough with the State of New Hampshire, acting by and through the Department of Natural and Cultural Resources, and is further authorized to execute any documents on behalf of this Municipality which may be in her judgement desirable or necessary to affect the purpose of this resolution.

I hereby certify that the foregoing resolution has not been amended or repealed and remains in full force and effect as of June 5, 2024. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the Municipality. This authority remains valid for thirty (30) days from the date of this certificate.

DATED: June 4, 2024

ATTEST: Kathleen Chamberlain
(Secretary/Clerk Signature Completing this Certificate)



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Town of Marlborough PO Box 487 Marlborough, NH 03455-0487		Member Number: 232	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ PO Box 23 Hooksett, NH 03106-9716			
Type of Coverage		Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:		
<input checked="" type="checkbox"/>	General Liability (Occurrence Form)	1/1/2024	1/1/2025	<input type="checkbox"/>	Each Occurrence	\$ 2,000,000
	Professional Liability (describe)			<input type="checkbox"/>	General Aggregate	\$ 10,000,000
	<input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			<input type="checkbox"/>	Fire Damage (Any one fire)	
				<input type="checkbox"/>	Med Exp (Any one person)	
<input type="checkbox"/>	Automobile Liability			Combined Single Limit (Each Accident)		
	Deductible Comp and Coll: \$1,000			Aggregate		
	<input type="checkbox"/> Any auto					
<input checked="" type="checkbox"/>	Workers' Compensation & Employers' Liability	1/1/2024	1/1/2025	<input checked="" type="checkbox"/>	Statutory	
				<input type="checkbox"/>	Each Accident	\$2,000,000
				<input type="checkbox"/>	Disease -- Each Employee	\$2,000,000
				<input type="checkbox"/>	Disease -- Policy Limit	
<input type="checkbox"/>	Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)		
Description: Proof of Primex Member coverage only.						

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex ³ – NH Public Risk Management Exchange
			By: <i>Mary Beth Purcell</i>
NH Department of Natural and Cultural Resources 172 Pembroke Road Concord, NH 03301			Date: 5/30/2024 mpurcell@nhprimex.org
			Please direct inquiries to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Town of Marlborough PO Box 487 Marlborough, NH 03455-0487		Member Number: 232	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ PO Box 23 Hooksett, NH 03106-9716		
Type of Coverage		Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply	
<input checked="" type="checkbox"/>	General Liability (Occurrence Form)	1/1/2024	1/1/2025	Each Occurrence	\$ 1,000,000
<input type="checkbox"/>	Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			General Aggregate	\$ 2,000,000
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
<input type="checkbox"/>	Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident) Aggregate	
<input type="checkbox"/>	Workers' Compensation & Employers' Liability			<input type="checkbox"/> Statutory	
				Each Accident	
				Disease - Each Employee	
				Disease - Policy Limit	
<input type="checkbox"/>	Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	
Description: With regards to the grant agreement. The certificate holder is named as Additional Covered Party, but only to the extent liability is based solely on the negligence or wrongful acts of the member, its employees, agents, officials or volunteers. This coverage does not extend to others. Any liability resulting from the negligence or wrongful acts of the Additional Covered Party, or their employees, agents, contractors, members, officers, directors or affiliates is not covered.					

CERTIFICATE HOLDER:	<input checked="" type="checkbox"/>	Additional Covered Party	Loss Payee	Primex ³ - NH Public Risk Management Exchange	
NH Department of Natural and Cultural Resources 172 Pembroke Road Concord, NH 03301				By: <i>Mary Beth Purcell</i>	
				Date: 6/12/2024 mpurcell@nhprimex.org	
				Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax	

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name Department of Natural & Cultural Resources		1.2. State Agency Address 172 Pembroke Rd. Concord, NH 03301	
1.3. Grantee Name Friends of the Northern Rail Trail		1.4. Grantee Address PO Box 2064 New London, NH 03257	
1.5. Grantee Phone # 617-320-8240	1.6. Account Number 10-03500-37770000-074	1.7. Completion Date December 31, 2024	1.8. Grant Limitation \$ 56,365.46
1.9. Grant Officer for State Agency Jay Scarborough, RTP Coordinator		1.10. State Agency Telephone Number 603-271-3254	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 <i>Donald Moyer</i>		1.12. Name & Title of Grantee Signor 1 Donald Moyer vice president	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s) Date: Craig Rennie <small>Digitally signed by Craig Rennie Date: 2024.06.11 11:53:15 -04'00'</small>		1.14. Name & Title of State Agency Signor(s) Craig Rennie, Bureau of Trails Chief Supervisor	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: <i>Shirley Phillips</i> Assistant Attorney General, On: <i>7/19/2024</i>			
1.16. Approval by Governor and Council (if applicable) By: _____ On: <i>1/1</i>			

2. **SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

Contractor Initials *DCM*
Date *5.23.2024*

0. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
1. **EFFECTIVE DATE, COMPLETION OF PROJECT.**
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
2. **GRANT AMOUNT, LIMITATION ON AMOUNT, VOUCHERS, PAYMENT.**
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
3. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
4. **RECORDS and ACCOUNTS.**
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions
5. **PERSONNEL.**
- The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized 8.2. to perform such Project under all applicable laws.
- The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with 8.3. the State, or who is a State officer or employee, elected or appointed.
- The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
6. **DATA, RETENTION OF DATA, ACCESS.**
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,
- computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
0. **CONDITIONAL NATURE OR AGREEMENT.** Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
1. **EVENT OF DEFAULT, REMEDIES.**
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"): 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
2. **TERMINATION.**
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination. In the event of Termination under paragraphs 10 or 12.4 of these general
- 12.2. provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- In the event of Termination under paragraphs 10 or 12.4 of these general
- 12.3. provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- Notwithstanding anything in this Agreement to the contrary, either the State or, 12.4. except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice. **CONFLICT OF INTEREST.** No officer, member of employee of the Grantee,
1. and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

0. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

1. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.

2. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. 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.

3. **INSURANCE.**

17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.

WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.

CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Contractor Initials DCM
Date 5.23.2024

STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION
BUREAU OF TRAILS

Recreational Trails Program (RTP) Grant

EXHIBIT A – Special Provisions

1. The Grantee agrees to:
 - a. Perform, as outlined in their application, services related to trail maintenance, restoration, development, acquisition, trail-side and trail-head facilities, operation of education programs promoting safety and environmental protection, or improving access and use of trails by persons with disabilities, in accordance with the **Infrastructure Investment and Jobs Act of 2021**.
 - b. Provide adequate documentation in a format that fully accounts for and certifies that matching funds have been incurred on the project. The Grantee has pledged a minimum of **20%** of the total project cost or value; «\$14,091.37», to the match requirement.
 - c. Submit a project progress report with each request for reimbursement. The report shall outline how each expense item has been applied to the project and provide a plan for future work. Failure to do so may result in the withholding of reimbursement by the State and may also result in impacts to future grant awards. The final billing submitted must be accompanied by the final progress report stating the project is 100% complete and provide color photos detailing the completeness of project.
 - d. Provide in the first billing for materials/goods and equipment purchases, no less than 3 competitive vendor quotes for said equipment and goods/materials, if ≥ \$2,000 and service agreements are ≥ \$10,000.
 - e. **FEDERAL FUNDING ACCOUNTABILITY and TRANSPARENCY ACT (FFATA)**. The Subrecipient shall comply with the terms of the FFATA by providing NHDNCR with their Unique Entity Identifier (Unique Entity ID), and all applicable Executive Compensation Data information as required under the FFATA. A Unique Entity ID may be obtained by visiting <https://www.sam.gov>.
 - i. **SAM REGISTRATION**: The Subrecipient must have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>).
 - f. On November 15, 2021, the **Infrastructure Investment and Jobs Act (IIJA)** was signed into law (the Bipartisan Infrastructure Law, or BIL), which includes the **Build America, Buy America Act (BABA)**. Pub. L. No. 117-58. BABA strengthens existing Buy America regulations and specifically states that no Federal funds made available for infrastructure may be obligated for a project unless all of the **iron, steel, manufactured products, and construction materials** permanently incorporated into the project are **produced in the United States**. Any project within the scope of a finding, determination, or decision under the National Environmental Policy Act (NEPA), regardless of the funding source for the individual project, are subject to BABA regulations if at least one contract within the scope of the NEPA decision is funded Federally. This project is subject to BABA, and will require certification in the following item categories (an article, material, or supply should only be classified into one of the categories below):
 - i. On August 16, 2023, The US Department of Transportation found, based on public comment, that it was in the public interest to issue a waiver of BABA's domestic preferences for iron, steel, manufactured products, and construction materials under a single financial assistance award for which:
 1. The total amount of Federal financial assistance applied to the project, through awards or subawards, is **below \$500,000**.
 - ii. **Iron and Steel**: All iron and steel permanently incorporated into the project must be produced in the United States. The only exception to this requirement is the

Grantee Initials DCM
Date 5.23.2024

production of pig iron and the processing, pelletizing, and reduction of iron ore, which may occur in another country. This means all manufacturing processes, from the initial melting stage through the application of coatings, must occur in the United States.

1. Steel products include, but are not limited to, structural steel, piles, reinforcing steel, structural plate, steel culverts, guardrail, steel supports for signs, signals (mast arms), and luminaires.
 2. Iron products include, but are not limited to, cast iron frames and grates.
- iii. **Manufactured Products***: All manufactured products permanently incorporated into the project must be produced in the United States. This means the manufactured product must be manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States must be greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
1. **The Federal Highway Administration (FHWA) has a longstanding Buy America nationwide General Applicability Waiver for Manufactured Products. As of the date of this Special Attention, FHWA has not modified the waiver, and the waiver continues to apply to manufactured products that are not predominantly steel and iron. Manufactured products that are predominantly steel or iron remain subject to Buy America and now BABA certification.*
- iv. **Construction Materials**: All construction materials permanently incorporated into the project must be manufactured in the United States. This means the final manufacturing process and the immediately preceding manufacturing stage for the construction material must occur in the United States.
1. Construction Materials include an article, material, or supply that is or consists primarily of:
 - a. Non-ferrous metals;
 - b. Plastic and polymer-based products (including polyvinylchloride, composite build materials, and polymers used in fiber optic cables);
 - c. Glass (including optic glass);
 - d. Lumber; or
 - e. Drywall.
 2. Construction Materials do not include:
 - a. Items of primarily iron or steel;
 - b. Manufactured Products;
 - c. Cement and cementitious materials;
 - d. Aggregates such as stone, sand, or gravel; or
 - e. Aggregate binding agents or additives.
 3. Items that consist of two or more of the listed materials that have been combined through a manufacturing process, and items that include at least one of the listed materials combined through a manufacturing process with a material that is not listed, should be treated as manufactured products, rather than as construction materials. Equipment, tools, and temporary items are not required to meet the BABA requirements.
- v. A **Certificate of Compliance**, conforming to the requirements of Section 106.04, shall be furnished for all above materials, regardless of item category. The form for this certification is entitled "Certificate of Compliance" and can be found at www.NHDOT.com.
- vi. For steel and iron materials and for manufactured products produced predominantly of steel or iron, records to be maintained by the Contractor for compliance with this Special Attention shall include a signed mill test report and a signed certification by

Grantee Initials DCM
Date 5.23.2024

each supplier, distributor, fabricator, and manufacturer that has handled the materials affirming that every process, including the application of a coating, performed on the steel or iron has been carried out in the United States of America, except as allowed by this Special Attention. The lack of these certifications will be justification for rejection of the material provided.

- vii. **Manufacturer's certificate of compliance for construction materials must identify where the construction material was manufactured and attest specifically to compliance with BABA.**
 - viii. The requirements of said law and regulations do not prevent a minimal use of foreign steel and iron materials if the cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total contract price or **\$2,500.00**, whichever is greater.
 - ix. Upon completion of the project, the Contractor shall certify in writing as to compliance with BABA and also provide the total project delivered cost of all foreign steel and iron, provided under this requirement, that are permanently incorporated into the project. The form for this certification is entitled "**Buld America, Buy America Certificate of Compliance**" and can be found at www.NHDOT.com.
 - g. Disposal of equipment in any manner shall require written authorization from the SoNH-DNCR, Bureau of Trails (Bureau). Equipment may be traded or sold by a Grantee which will no longer provide services on trails used by the general public provided that receipts from the sale when greater than \$5,000 be returned to the Bureau in the same proportion as originally funded by the Bureau as a credit to the RTP program. Equipment with a current fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further responsibility to the Bureau.
 - h. Display on equipment purchased through the RTP fund, in a location(s) designated by the Bureau, at least 1 but not more than 2 decals indicating that the equipment has been partially funded by this program. Decals shall be provided by the Bureau.
 - i. Maintain equipment purchased with RTP funds in good mechanical condition.
 - j. Provide an **equipment report** on the condition and location of trail equipment purchased with grant funds to be **submitted annually by December 31st for the useful life of the equipment** as documented by the grantee for tax purposes. The Grantee agrees to retain and use any acquired equipment for intended recreational trail maintenance purposes for its useful life.
 - k. Submit to all requested inspections and audits by State and Federal officials which relate to the services and payments under this grant.
2. Project progress inspections may be conducted by State or Federal representatives. State representatives may, at any time, inspect the project and review the Grantee's records and files. Upon notification of project completion, the State will inspect projects and prepare a written report. Recommendations for corrective actions will be made, if appropriate. A copy of the report will be sent to the Grantee. Deficiencies, if any, shall be corrected and reported, in writing to the State within 21 days of receipt of the inspection report. Final reimbursement will not be made until deficiencies are corrected.
3. **Penalties**
- a. **Termination of Grant**: Any failure by the Grantee to abide by or carry out any of the terms or conditions of this grant shall, at the discretion of the State, result in termination of this grant, if, after notice to the Grantee, said default is not remedied within ten (10) days. In the event of termination, no further payments shall be made by the State.
 - b. **Denial of Future RTP Funds**: Failure to comply with any and all terms or conditions of this grant may result in denial of future RTP funds for no less than 2 years from the current grant year.
4. **Indemnification**

Grantee Initials DCM
Date 5.23.2024

Add the following sentence to the end of Section 16.

Grantee's liability for claims arising under Paragraph 16 shall be limited to its insured amounts under Paragraph 17.1.2 of this Agreement.

5. Insurance

Delete Paragraph 17.1.2 of the G-1 and replace with the following:

17.1.2 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.

Add new Paragraph 17.3 as follows:

The insurance requirements in Paragraph 17.1–17.2 shall not apply to grantees who utilize grant funds solely to purchase equipment and will not perform or subcontract any labor paid for with grant funds.

Grantees must maintain insurance coverage, sufficient to cover the actual cash value of any equipment purchased or reconditioned through the Recreational Trails Program for the term of the RTP award pursuant to Title 2 CFR 200.310. The insurance policy shall name the Department of Natural and Cultural Resources, Bureau of Trails, Recreational Trails Program as a certificate holder.

EXHIBIT B – Scope of Work

Grantee agrees to apply RTP funds from this grant to the project(s) described in the Grantee's Grant Application and approved budget. Grantee may subcontract project work under this grant, provided that reimbursement for subcontracted work shall be subject to review by the State for compliance with grant program requirements.

EXHIBIT C – Payment Terms

Grant Award, Cost Sharing, Total Project Cost, and Method of Payment

1. The State agrees to reimburse the Grantee in accordance with the application rules subject to the following:
 - a. The Grantee must pay 100% of the cost of an item before submitting a request for reimbursement of eligible costs. The Grantee shall submit invoices for actual costs incurred. Reimbursement from the State will take approximately 60 days. Invoices indicating payment in full for the purchase of equipment must accompany billing. Billings must be:
 - i. Within 30 days of incurring the cost(s);
 - ii. Include proof of payment such as credit card receipts or cancelled checks (front and back); and
 - iii. Provide a match form showing a 20% match has been met for the total cost of the billing until total match for project is met.
 - b. A request for reimbursement may not be submitted to the State for less than 25% of the total grant amount. The final 25% of the total grant amount may be withheld until the project is verified complete by the state, the federal grantor agency, or their representatives. Standard reimbursement forms will be provided by the State. All match amounts shall be accounted for before final payment.
 - c. Reimbursements will be made only for items that were listed on the Project Application and

Grantee Initials DCM
Date 5.13.2024

subsequent approved amendments.

Organization Name: «Friends of the Northern Rail Trail»
Vendor Code: «173082»
Unique Entity ID: «HVEHQMJLUD31»
Grant #: «24-14»
Appropriation Code: 37770000-074-500585

Grant Amount: «\$56,365.46»
Match Required: «\$14,091.37»
Total Project Cost: «\$70,456.83»

The maximum amount of funds available to the Grantee pursuant to this agreement shall be «\$56,365.46». It is further understood and agreed that the Grantee shall only be reimbursed on the basis of actual costs incurred, and that the State's determination of eligible and approved costs shall be final in all cases.

Term of Grant

This grant, and the obligations of the parties hereunder, shall become effective upon FHWA and Governor and Council approval. The term of this grant shall run from the commencement date through December 31st, 2024.

Grantee Initials DCM
Date 5.23.2024

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that FRIENDS OF THE NORTHERN RAIL TRAIL is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on December 02, 2004. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 528314

Certificate Number: 0005734704



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 30th day of March A.D. 2022.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

Business Information

Business Details

Business Name:	FRIENDS OF THE NORTHERN RAIL TRAIL	Business ID:	528314
Business Type:	Domestic Nonprofit Corporation	Business Status:	Good Standing
Business Creation Date:	12/02/2004	Name in State of Incorporation:	Not Available
Date of Formation in Jurisdiction:	12/02/2004		
Principal Office Address:	157 Main St, Andover, NH, 03216, USA	Mailing Address:	P. O. BOX 2064, New London, NH, 03257, USA
Citizenship / State of Incorporation:	Domestic/New Hampshire		
		Last Nonprofit Report Year:	2020
		Next Report Year:	2025
Duration:	Perpetual		
Business Email:	NONE	Phone #:	NONE
Notification Email:	NONE	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / PROMOTE USE OF RECREATIONAL RAIL TRAIL	

Page 1 of 1, records 1 to 1 of 1

Principals Information

Name/Title	Business Address
Myra Mayman / President	PO Box 198, Andover, NH, 03216, USA
Lynn Heim / President	PO Box 53, Wilmot, NH, 03287, USA
Alex Bernhard / Vice President	PO Box 198, E Andover, NH, 03231, USA
Steven Darling / Treasurer	PO Box 197, Andover, NH, 03216, USA
Thomas Frantz / Director	68 Riverd Edge Rd, Andover, NH, 03216, USA

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Registered Agent Information

Name: Not Available

Registered Office Not Available
Address:

Registered Mailing Not Available
Address:

Trade Name Information

No Trade Name(s) associated to this business.

Trade Name Owned By

No Records to View.

Trademark Information

Trademark Number	Trademark Name	Business Address	Mailing Address
No records to view.			

[Filing History](#) [Address History](#) [View All Other Addresses](#) [Name History](#) [Shares](#)
[Businesses Linked to Registered Agent](#) [Return to Search](#) [Back](#)

NH Department of State, 107 North Main St. Room 204, Concord, NH 03301 -- [Contact Us](#)
[\(/online/Home/ContactUS\)](#)

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Corporate Resolution

Myra Mayman
 I, ~~Donald Meyer~~ ^(Name), hereby certify that I am duly elected Clerk/Secretary/Officer
 of Friends of the Northern Rail Trail ^(Name of Corporation) I hereby certify the following is a true ~~copy~~ * ^{copy}
~~meeting of the Board of Directors/shareholders~~, duly called and held on May 24, 2024,
 at which a quorum of the directors/shareholders were present and voting.

Voted: That Donald Meyer ^(Name and Title) (may list more than one person) is duly
 authorized to enter into contracts or agreements on behalf of Friends of the Northern Rail Trail ^(Name of Corporation)
 with the State of New Hampshire and any of its agencies and departments and further is
 authorized to execute any documents which may in his/her judgement to be desirable or
 necessary to affect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force
 and effect as the date of the contract to which this certificate is attached. This authority shall
 remain valid for thirty (30) days from the date of this Corporate Resolution. I further certify
 that it is understood the State of New Hampshire will rely on this certificate as evidence the
 person(s) listed above currently occupy the positions(s) indicated and that they have full
 authority to bind the corporation. To the extent that there are limits on the authority of any listed
 individual to bind the corporation in contracts with the State of New Hampshire, all such
 limitations are expressly stated herein.

DATED: 5/27/2024

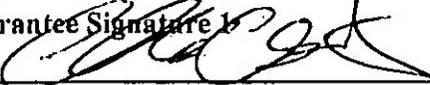
ATTEST: Myra A. Mayman ^(Name & Title)
 Myra A. Mayman, Co-President
 Friends of the Northern Rail Trail

* by unanimous vote of the Board of Directors
 by electronic means in accordance with and
 as authorized by the by-laws of Friends of the
 Northern Rail Trail

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name Department of Natural & Cultural Resources		1.2. State Agency Address 172 Pembroke Rd. Concord, NH 03301	
1.3. Grantee Name County of Cheshire		1.4. Grantee Address 12 Court Street Keene, NH 03431	
1.5 Grantee Phone # 603-355-3023	1.6. Account Number 10-03500-37770000-074	1.7. Completion Date August 31, 2025	1.8. Grant Limitation \$ 80,000.00
1.9. Grant Officer for State Agency Jay Scarborough, RTP Coordinator		1.10. State Agency Telephone Number 603-271-3254	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 County Administrator Christopher C. Coates	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s) Date: Craig Rennie <small>Digitally signed by Craig Rennie Date: 2024.06.11 11:53:34 -04'00'</small>		1.14. Name & Title of State Agency Signor(s) Craig Rennie, Bureau of Trails Chief Supervisor	
1.15. Approval by Attorney General (Form, Substance and Execution) (If G & C approval required) By:  Assistant Attorney General, On: 7/19/2024			
1.16. Approval by Governor and Council (if applicable) By: _____ On: / /			

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

Contractor Initials CCC
Date 5/29/24

0. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

1. EFFECTIVE DATE; COMPLETION OF PROJECT.

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

2. GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.

5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.

5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

3. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.

4. RECORDS and ACCOUNTS.

7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions

5. PERSONNEL.

8.1. PERSONNEL. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

6. DATA; RETENTION OF DATA; ACCESS.

9.1. DATA; RETENTION OF DATA; ACCESS. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.

9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

0. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

1. EVENT OF DEFAULT; REMEDIES.

11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"): 11.1.1 Failure to perform the Project satisfactorily or on schedule; or

11.1.2 Failure to submit any report required hereunder; or

11.1.3 Failure to maintain, or permit access to, the records required hereunder; or

11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.

11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

2. TERMINATION.

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination. In the event of Termination under paragraphs 10 or 12.4 of these general

12.2. provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

Notwithstanding anything in this Agreement to the contrary, either the State or, 12.4. except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice. CONFLICT

3. OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

0. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

1. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.

2. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. 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.

3. INSURANCE

17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.

WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.

CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Contractor Initials CCC
Date 5/29/24

STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURL AND CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION
BUREAU OF TRAILS

Recreational Trails Program (RTP) Grant

EXHIBIT A – Special Provisions

1. The Grantee agrees to:
 - a. Perform, as outlined in their application, services related to trail maintenance, restoration, development, acquisition, trail-side and trail-head facilities, operation of education programs promoting safety and environmental protection, or Improving access and use of trails by persons with disabilities, in accordance with the Infrastructure Investment and Jobs Act of 2021.
 - b. Provide adequate documentation in a format that fully accounts for and certifies that matching funds have been incurred on the project. The Grantee has pledged a minimum of 20% of the total project cost or value; «\$20,000.00», to the match requirement.
 - c. Submit a project progress report with each request for reimbursement. The report shall outline how each expense item has been applied to the project and provide a plan for future work. Failure to do so may result in the withholding of reimbursement by the State and may also result in impacts to future grant awards. The final billing submitted must be accompanied by the final progress report stating the project is 100% complete and provide color photos detailing the completeness of project.
 - d. Provide in the first billing for materials/goods and equipment purchases, no less than 3 competitive vendor quotes for sald equipment and goods/materials, if ≥ \$2,000 and service agreements are ≥ \$10,000.
 - e. **FEDERAL FUNDING ACCOUNTABILITY and TRANSPARENCY ACT (FFATA)**. The Subrecipient shall comply with the terms of the FFATA by providing NHDNCR with their Unique Entity Identifier (Unique Entity ID), and all applicable Executive Compensation Data information as required under the FFATA. A Unique Entity ID may be obtained by visiting <https://www.sam.gov>.
 - i. **SAM REGISTRATION:** The Subrecipient must have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>).
 - f. On November 15, 2021, the Infrastructure Investment and Jobs Act (IIJA) was signed into law (the Bipartisan Infrastructure Law, or BIL), which includes the Build America, Buy America Act (BABA). Pub. L. No. 117-58. BABA strengthens existing Buy America regulations and specifically states that no Federal funds made available for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials permanently incorporated into the project are produced in the United States. Any project within the scope of a finding, determination, or decision under the National Environmental Policy Act (NEPA), regardless of the funding source for the Individual project, are subject to BABA regulations if at least one contract within the scope of the NEPA decision is funded Federally. This project is subject to BABA, and will require certification in the following item categories (an article, material, or supply should only be classified into one of the categories below):
 - i. On August 16, 2023, The US Department of Transportation found, based on public comment, that it was in the public interest to issue a waiver of BABA's domestic preferences for iron, steel, manufactured products, and construction materials under a single financial assistance award for which:
 1. The total amount of Federal financial assistance applied to the project, through awards or subawards, is below \$500,000.
 - ii. **Iron and Steel:** All iron and steel permanently incorporated into the project must be produced in the United States. The only exception to this requirement is the

Grantee Initials CC
Date 5/29/24

production of pig iron and the processing, pelletizing, and reduction of iron ore, which may occur in another country. This means all manufacturing processes, from the initial melting stage through the application of coatings, must occur in the United States.

1. Steel products include, but are not limited to, structural steel, piles, reinforcing steel, structural plate, steel culverts, guardrail, steel supports for signs, signals (mast arms), and luminaires.
 2. Iron products include, but are not limited to, cast iron frames and grates.
- iii. **Manufactured Products***: All manufactured products permanently incorporated into the project must be produced in the United States. This means the manufactured product must be manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States must be greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
1. **The Federal Highway Administration (FHWA) has a longstanding Buy America nationwide General Applicability Waiver for Manufactured Products. As of the date of this Special Attention, FHWA has not modified the waiver, and the waiver continues to apply to manufactured products that are not predominantly steel and iron. Manufactured products that are predominantly steel or iron remain subject to Buy America and now BABA certification.*
- iv. **Construction Materials**: All construction materials permanently incorporated into the project must be manufactured in the United States. This means the final manufacturing process and the immediately preceding manufacturing stage for the construction material must occur in the United States.
1. Construction Materials include an article, material, or supply that is or consists primarily of:
 - a. Non-ferrous metals;
 - b. Plastic and polymer-based products (including polyvinylchloride, composite build materials, and polymers used in fiber optic cables);
 - c. Glass (including optic glass);
 - d. Lumber; or
 - e. Drywall.
 2. Construction Materials do not include:
 - a. Items of primarily iron or steel;
 - b. Manufactured Products;
 - c. Cement and cementitious materials;
 - d. Aggregates such as stone, sand, or gravel; or
 - e. Aggregate binding agents or additives.
 3. Items that consist of two or more of the listed materials that have been combined through a manufacturing process, and items that include at least one of the listed materials combined through a manufacturing process with a material that is not listed, should be treated as manufactured products, rather than as construction materials. Equipment, tools, and temporary items are not required to meet the BABA requirements.
- v. A Certificate of Compliance, conforming to the requirements of Section 106.04, shall be furnished for all above materials, regardless of item category. The form for this certification is entitled "Certificate of Compliance" and can be found at www.NHDOT.com.
- vi. For steel and iron materials and for manufactured products produced predominantly of steel or iron, records to be maintained by the Contractor for compliance with this Special Attention shall include a signed mill test report and a signed certification by

Grantee Initials CLL
Date 5/28/24

each supplier, distributor, fabricator, and manufacturer that has handled the materials affirming that every process, including the application of a coating, performed on the steel or iron has been carried out in the United States of America, except as allowed by this Special Attention. The lack of these certifications will be justification for rejection of the material provided.

- vii. **Manufacturer's certificate of compliance for construction materials must identify where the construction material was manufactured and attest specifically to compliance with BABA.**
 - viii. **The requirements of said law and regulations do not prevent a minimal use of foreign steel and iron materials if the cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total contract price or \$2,500.00, whichever is greater.**
 - ix. **Upon completion of the project, the Contractor shall certify in writing as to compliance with BABA and also provide the total project delivered cost of all foreign steel and iron, provided under this requirement, that are permanently incorporated into the project. The form for this certification is entitled "Build America, Buy America Certificate of Compliance" and can be found at www.NHDOT.com.**
 - g. **Disposal of equipment in any manner shall require written authorization from the SoNH-DNCR, Bureau of Trails (Bureau). Equipment may be traded or sold by a Grantee which will no longer provide services on trails used by the general public provided that receipts from the sale when greater than \$5,000 be returned to the Bureau in the same proportion as originally funded by the Bureau as a credit to the RTP program. Equipment with a current fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further responsibility to the Bureau.**
 - h. **Display on equipment purchased through the RTP fund, in a location(s) designated by the Bureau, at least 1 but not more than 2 decals indicating that the equipment has been partially funded by this program. Decals shall be provided by the Bureau.**
 - i. **Maintain equipment purchased with RTP funds in good mechanical condition.**
 - j. **Provide an equipment report on the condition and location of trail equipment purchased with grant funds to be submitted annually by December 31st for the useful life of the equipment as documented by the grantee for tax purposes. The Grantee agrees to retain and use any acquired equipment for intended recreational trail maintenance purposes for its useful life.**
 - k. **Submit to all requested inspections and audits by State and Federal officials which relate to the services and payments under this grant.**
2. **Project progress inspections may be conducted by State or Federal representatives. State representatives may, at any time, inspect the project and review the Grantee's records and files. Upon notification of project completion, the State will inspect projects and prepare a written report. Recommendations for corrective actions will be made, if appropriate. A copy of the report will be sent to the Grantee. Deficiencies, if any, shall be corrected and reported, in writing to the State within 21 days of receipt of the inspection report. Final reimbursement will not be made until deficiencies are corrected.**

3. Penalties

- a. **Termination of Grant: Any failure by the Grantee to abide by or carry out any of the terms or conditions of this grant shall, at the discretion of the State, result in termination of this grant, if, after notice to the Grantee, said default is not remedied within ten (10) days. In the event of termination, no further payments shall be made by the State.**
- b. **Denial of Future RTP Funds: Failure to comply with any and all terms or conditions of this grant may result in denial of future RTP funds for no less than 2 years from the current grant year.**

4. Indemnification

Grantee Initials CCC
Date 6/28/24

Add the following sentence to the end of Section 16.

Grantee's liability for claims arising under Paragraph 16 shall be limited to its insured amounts under Paragraph 17.1.2 of this Agreement.

5. Insurance

Delete Paragraph 17.1.2 of the G-1 and replace with the following:

17.1.2 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.

Add new Paragraph 17.3 as follows:

The insurance requirements in Paragraph 17.1-17.2 shall not apply to grantees who utilize grant funds solely to purchase equipment and will not perform or subcontract any labor paid for with grant funds.

Grantees must maintain insurance coverage, sufficient to cover the actual cash value of any equipment purchased or reconditioned through the Recreational Trails Program for the term of the RTP award pursuant to Title 2 CFR 200.310. The insurance policy shall name the Department of Natural and Cultural Resources, Bureau of Trails, Recreational Trails Program as a certificate holder.

EXHIBIT B – Scope of Work

Grantee agrees to apply RTP funds from this grant to the project(s) described in the Grantee's Grant Application and approved budget. Grantee may subcontract project work under this grant, provided that reimbursement for subcontracted work shall be subject to review by the State for compliance with grant program requirements.

EXHIBIT C – Payment Terms

Grant Award, Cost Sharing, Total Project Cost, and Method of Payment

1. The State agrees to reimburse the Grantee in accordance with the application rules subject to the following:
 - a. The Grantee must pay 100% of the cost of an item before submitting a request for reimbursement of eligible costs. The Grantee shall submit invoices for actual costs incurred. Reimbursement from the State will take approximately 60 days. Invoices indicating payment in full for the purchase of equipment must accompany billing. Billings must be:
 - i. Within 30 days of incurring the cost(s);
 - ii. Include proof of payment such as credit card receipts or cancelled checks (front and back); and
 - iii. Provide a match form showing a 20% match has been met for the total cost of the billing until total match for project is met.
 - b. A request for reimbursement may not be submitted to the State for less than 25% of the total grant amount. The final 25% of the total grant amount may be withheld until the project is verified complete by the state, the federal grantor agency, or their representatives. Standard reimbursement forms will be provided by the State. All match amounts shall be accounted for before final payment.
 - c. Reimbursements will be made only for items that were listed on the Project Application and

Grantee Initials CCC
Date 5/29/24

subsequent approved amendments.

Organization Name: «County of Cheshire»
Vendor Code: «177372»
Unique Entity ID: «RX31FLVKUVY3»
Grant #: «24-15»
Appropriation Code: 37770000-074-500585

Grant Amount: «\$80,000.00»
Match Required: «\$20,000.00»
Total Project Cost: «\$100,000.00»

The maximum amount of funds available to the Grantee pursuant to this agreement shall be «\$80,000.00». It is further understood and agreed that the Grantee shall only be reimbursed on the basis of actual costs incurred, and that the State's determination of eligible and approved costs shall be final in all cases.

Term of Grant

This grant, and the obligations of the parties hereunder, shall become effective upon FHWA and Governor and Council approval. The term of this grant shall run from the commencement date through August 31st, 2025.

Grantee Initials CCC
Date 5/29/24

Municipality Certification of Authority

I, Terry Clark (Name), hereby certify/attest that I am duly elected Clerk/Secretary of County of Cheshire (Name of Municipality), New Hampshire. I hereby certify the following is a true copy of the resolution adopted during a meeting of the Municipality Officers, duly called and held on May 29, 2024, at which a quorum of the Municipality Officers were present and voting.

RESOLVED: That Christopher C. Coates (Name and Title of Official Signing the Agreement) is duly authorized to enter into contracts or agreements on behalf of County of Cheshire (Name of Municipality) with the State of New Hampshire, acting by and through the Department of Natural and Cultural Resources, and is further authorized to execute any documents on behalf of this Municipality which may be in his/her judgement desirable or necessary to effect the purpose of this resolution.

I hereby certify that the foregoing resolution has not been amended or repealed and remains in full force and effect as of May 29, 2024. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the Municipality. This authority remains valid for thirty (30) days from the date of this certificate.

DATED: 5/29/24

ATTEST: 
(Secretary/Clerk Signature Completing this Certificate)



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Cheshire County 12 Court Street 1st Floor - Room 171 Keene, NH 03431		Member Number: 601	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624		
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:		
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2024	1/1/2025	Each Occurrence	\$ 2,000,000	
			General Aggregate	\$ 10,000,000	
			Fire Damage (Any one fire)		
			Med Exp (Any one person)		
<input checked="" type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto	1/1/2024	1/1/2025	Combined Single Limit (Each Accident)	\$2,000,000	
			Aggregate	\$10,000,000	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> Statutory		
			Each Accident	\$2,000,000	
			Disease - Each Employee	\$2,000,000	
			Disease - Policy Limit		
<input checked="" type="checkbox"/> Property (Special Risk includes Fire and Theft)	1/1/2024	1/1/2025	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000	
Description: Proof of Primex Member coverage only.					

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
NH Department of Natural and Cultural Resources 172 Pembroke Road Concord, NH 03301			By: <i>Mary Beth Purcell</i>
			Date: 1/3/2024 mpurcell@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Cheshire County 12 Court Street 1st Floor - Room 171 Keene, NH 03431		Member Number: 601	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ PO Box 23 Hooksett, NH 03106-9716		
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply		
<input checked="" type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2024	1/1/2025	Each Occurrence	\$ 1,000,000	
			General Aggregate	\$ 2,000,000	
			Fire Damage (Any one fire)		
			Med Exp (Any one person)		
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)		
<input type="checkbox"/> Workers' Compensation & Employers' Liability			<input type="checkbox"/> Statutory		
			<input type="checkbox"/> Each Accident		
			<input type="checkbox"/> Disease - Each Employee		
			<input type="checkbox"/> Disease - Policy Limit		
<input type="checkbox"/> Property (Special Risk Includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)		

Description: With regards to the grant agreement. The certificate holder is named as Additional Covered Party, but only to the extent liability is based solely on the negligence or wrongful acts of the member, its employees, agents, officials or volunteers. This coverage does not extend to others. Any liability resulting from the negligence or wrongful acts of the Additional Covered Party, or their employees, agents, contractors, members, officers, directors or affiliates is not covered.

CERTIFICATE HOLDER:	<input checked="" type="checkbox"/>	Additional Covered Party	<input type="checkbox"/>	Loss Payee	Primex ³ - NH Public Risk Management Exchange
NH Department of Natural and Cultural Resources 172 Pembroke Road Concord, NH 03301					By: <i>Mary Beth Purcell</i>
					Date: 6/13/2024 mpurcell@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

GRANT AGREEMENT

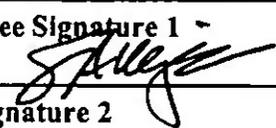
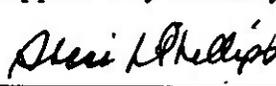
RECEIVED

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

MAY 29 2024

DNCR

1. Identification and Definitions.

1.1. State Agency Name Department of Natural & Cultural Resources		1.2. State Agency Address 172 Pembroke Rd. Concord, NH 03301	
1.3. Grantee Name Randolph Mountain Club		1.4. Grantee Address PO Box 279 Gorham, NH 03581	
1.5 Grantee Phone # 207-841-3805	1.6. Account Number 10-03500-37770000-074	1.7. Completion Date December 31, 2024	1.8. Grant Limitation \$ 31,048.00
1.9. Grant Officer for State Agency Jay Scarborough, RTP Coordinator		1.10. State Agency Telephone Number 603-271-3254	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 SCOTT MCKEOWN, PROJECT ADMINISTRATOR	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s) Date: Craig Rennie <small>Digitally signed by Craig Rennie Date: 2024.06.11 11:53:53 +0400</small>		1.14. Name & Title of State Agency Signor(s) Craig Rennie, Bureau of Trails Chief Supervisor	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By:  Assistant Attorney General, On: 7/19/2024			
1.16. Approval by Governor and Council (if applicable) By: _____ On: / /			

2. **SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

Contractor Initials 

Date

5/24/24

0. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

1. EFFECTIVE DATE: COMPLETION OF PROJECT.

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

2. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.

5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.

5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

3. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.

4. RECORDS and ACCOUNTS.

7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership

5. with the entity identified as the Grantee in block 1.3 of these provisions

8.1. PERSONNEL.

The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized 8.2. to perform such Project under all applicable laws.

The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with 8.3. the State, or who is a State officer or employee, elected or appointed.

The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9.1. DATA: RETENTION OF DATA: ACCESS.

As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.

9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

0. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

1. EVENT OF DEFAULT: REMEDIES.

11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"): 11.1.1 Failure to perform the Project satisfactorily or on schedule; or

11.1.2 Failure to submit any report required hereunder; or

11.1.3 Failure to maintain, or permit access to, the records required hereunder; or

11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.

11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

2. TERMINATION.

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination. In the event of Termination under paragraphs 10 or 12.4 of these general

12.2. provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

In the event of Termination under paragraphs 10 or 12.4 of these general 12.3. provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

Notwithstanding anything in this Agreement to the contrary, either the State or, 12.4. except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice. CONFLICT

OF INTEREST. No officer, member or employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

0. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

1. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.

2. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. 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.

3. INSURANCE.

17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State; certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.

WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.

CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Contractor Initials *SHM*
Date *5/24/24*

STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURL AND CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION
BUREAU OF TRAILS

Recreational Trails Program (RTP) Grant

EXHIBIT A – Special Provisions

1. The Grantee agrees to:
 - a. Perform, as outlined in their application, services related to trail maintenance, restoration, development, acquisition, trail-side and trail-head facilities, operation of education programs promoting safety and environmental protection, or improving access and use of trails by persons with disabilities, in accordance with the **Infrastructure Investment and Jobs Act of 2021**.
 - b. Provide adequate documentation in a format that fully accounts for and certifies that matching funds have been incurred on the project. The Grantee has pledged a minimum of **20%** of the total project cost or value; «\$7,762.00», to the match requirement.
 - c. Submit a project progress report with each request for reimbursement. The report shall outline how each expense item has been applied to the project and provide a plan for future work. Failure to do so may result in the withholding of reimbursement by the State and may also result in impacts to future grant awards. The final billing submitted must be accompanied by the final progress report stating the project is 100% complete and provide color photos detailing the completeness of project.
 - d. Provide in the first billing for materials/goods and equipment purchases, no less than 3 competitive vendor quotes for said equipment and goods/materials, if \geq \$2,000 and service agreements are \geq \$10,000.
 - e. **FEDERAL FUNDING ACCOUNTABILITY and TRANSPARENCY ACT (FFATA)**. The Subrecipient shall comply with the terms of the FFATA by providing NHDNCR with their Unique Entity Identifier (Unique Entity ID), and all applicable Executive Compensation Data information as required under the FFATA. A Unique Entity ID may be obtained by visiting <https://www.sam.gov>.
 - i. **SAM REGISTRATION**: The Subrecipient must have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>).
 - f. On November 15, 2021, the **Infrastructure Investment and Jobs Act (IIJA)** was signed into law (the Bipartisan Infrastructure Law, or BIL), which includes the **Build America, Buy America Act (BABA)**: Pub. L. No. 117-58. BABA strengthens existing Buy America regulations and specifically states that no Federal funds made available for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials permanently incorporated into the project are produced in the United States. Any project within the scope of a finding, determination, or decision under the National Environmental Policy Act (NEPA), regardless of the funding source for the individual project, are subject to BABA regulations if at least one contract within the scope of the NEPA decision is funded Federally. This project is subject to BABA, and will require certification in the following item categories (an article, material, or supply should only be classified into one of the categories below):
 - i. On August 16, 2023, The US Department of Transportation found, based on public comment, that it was in the public interest to issue a waiver of BABA's domestic preferences for iron, steel, manufactured products, and construction materials under a single financial assistance award for which:
 1. The total amount of Federal financial assistance applied to the project, through awards or subawards, is below **\$500,000**.
 - ii. **Iron and Steel**: All iron and steel permanently incorporated into the project must be produced in the United States. The only exception to this requirement is the

Grantee Initials

Date

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production of pig iron and the processing, pelletizing, and reduction of iron ore, which may occur in another country. This means all manufacturing processes, from the initial melting stage through the application of coatings, must occur in the United States.

1. Steel products include, but are not limited to, structural steel, piles, reinforcing steel, structural plate, steel culverts, guardrail, steel supports for signs, signals (mast arms), and luminaires.
 2. Iron products include, but are not limited to, cast iron frames and grates.
- iii. **Manufactured Products***: All manufactured products permanently incorporated into the project must be produced in the United States. This means the manufactured product must be manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States must be greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
1. **The Federal Highway Administration (FHWA) has a longstanding Buy America nationwide General Applicability Waiver for Manufactured Products. As of the date of this Special Attention, FHWA has not modified the waiver, and the waiver continues to apply to manufactured products that are not predominantly steel and iron. Manufactured products that are predominantly steel or iron remain subject to Buy America and now BABA certification.*
- iv. **Construction Materials**: All construction materials permanently incorporated into the project must be manufactured in the United States. This means the final manufacturing process and the immediately preceding manufacturing stage for the construction material must occur in the United States.
1. Construction Materials include an article, material, or supply that is or consists primarily of:
 - a. Non-ferrous metals;
 - b. Plastic and polymer-based products (including polyvinylchloride, composite build materials, and polymers used in fiber optic cables);
 - c. Glass (including optic glass);
 - d. Lumber; or
 - e. Drywall.
 2. Construction Materials do not include:
 - a. Items of primarily iron or steel;
 - b. Manufactured Products;
 - c. Cement and cementitious materials;
 - d. Aggregates such as stone, sand, or gravel; or
 - e. Aggregate binding agents or additives.
 3. Items that consist of two or more of the listed materials that have been combined through a manufacturing process, and items that include at least one of the listed materials combined through a manufacturing process with a material that is not listed, should be treated as manufactured products, rather than as construction materials. Equipment, tools, and temporary items are not required to meet the BABA requirements.
- v. **A Certificate of Compliance**, conforming to the requirements of Section 106.04, shall be furnished for all above materials, regardless of item category. The form for this certification is entitled "Certificate of Compliance" and can be found at www.NHDOT.com.
- vi. For steel and iron materials and for manufactured products produced predominantly of steel or iron, records to be maintained by the Contractor for compliance with this Special Attention shall include a signed mill test report and a signed certification by:

Grantee Initials

Date

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5/24/24

each supplier, distributor, fabricator, and manufacturer that has handled the materials affirming that every process, including the application of a coating, performed on the steel or iron has been carried out in the United States of America, except as allowed by this Special Attention. **The lack of these certifications will be justification for rejection of the material provided.**

- vii. **Manufacturer's certificate of compliance for construction materials must identify where the construction material was manufactured and attest specifically to compliance with BABA.**
 - viii. The requirements of said law and regulations do not prevent a minimal use of foreign steel and iron materials if the cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total contract price or \$2,500.00, whichever is greater.
 - ix. Upon completion of the project, the Contractor shall certify in writing as to compliance with BABA and also provide the total project delivered cost of all foreign steel and iron, provided under this requirement, that are permanently incorporated into the project. The form for this certification is entitled "Build America, Buy America Certificate of Compliance" and can be found at www.NHDOT.com.
 - g. Disposal of equipment in any manner shall require written authorization from the SoNH-DNCR, Bureau of Trails (Bureau). Equipment may be traded or sold by a Grantee which will no longer provide services on trails used by the general public provided that receipts from the sale when greater than \$5,000 be returned to the Bureau in the same proportion as originally funded by the Bureau as a credit to the RTP program. Equipment with a current fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further responsibility to the Bureau.
 - h. Display on equipment purchased through the RTP fund, in a location(s) designated by the Bureau, at least 1 but not more than 2 decals indicating that the equipment has been partially funded by this program. Decals shall be provided by the Bureau.
 - i. Maintain equipment purchased with RTP funds in good mechanical condition.
 - j. Provide an **equipment report** on the condition and location of trail equipment purchased with grant funds to be submitted annually by December 31st for the useful life of the equipment as documented by the grantee for tax purposes. The Grantee agrees to retain and use any acquired equipment for intended recreational trail maintenance purposes for its useful life.
 - k. Submit to all requested inspections and audits by State and Federal officials which relate to the services and payments under this grant.
2. Project progress inspections may be conducted by State or Federal representatives. State representatives may, at any time, inspect the project and review the Grantee's records and files. Upon notification of project completion, the State will inspect projects and prepare a written report. Recommendations for corrective actions will be made, if appropriate. A copy of the report will be sent to the Grantee. Deficiencies, if any, shall be corrected and reported, in writing to the State within 21 days of receipt of the inspection report. Final reimbursement will not be made until deficiencies are corrected.

3. Penalties

- a. Termination of Grant: Any failure by the Grantee to abide by or carry out any of the terms or conditions of this grant shall, at the discretion of the State, result in termination of this grant, if, after notice to the Grantee, said default is not remedied within ten (10) days. In the event of termination, no further payments shall be made by the State.
- b. Denial of Future RTP Funds: Failure to comply with any and all terms or conditions of this grant may result in denial of future RTP funds for no less than 2 years from the current grant year.

4. Indemnification

Grantee Initials

Date

SMC
5/24/24

Add the following sentence to the end of Section 16.

Grantee's liability for claims arising under Paragraph 16 shall be limited to its insured amounts under Paragraph 17.1.2 of this Agreement.

5. Insurance

Delete Paragraph 17.1.2 of the G-1 and replace with the following:

17.1.2 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.

Add new Paragraph 17.3 as follows:

The insurance requirements in Paragraph 17.1–17.2 shall not apply to grantees who utilize grant funds solely to purchase equipment and will not perform or subcontract any labor paid for with grant funds.

Grantees must maintain insurance coverage, sufficient to cover the actual cash value of any equipment purchased or reconditioned through the Recreational Trails Program for the term of the RTP award pursuant to Title 2 CFR 200.310. The insurance policy shall name the Department of Natural and Cultural Resources, Bureau of Trails, Recreational Trails Program as a certificate holder.

EXHIBIT B – Scope of Work

Grantee agrees to apply RTP funds from this grant to the project(s) described in the Grantee's Grant Application and approved budget. Grantee may subcontract project work under this grant, provided that reimbursement for subcontracted work shall be subject to review by the State for compliance with grant program requirements.

EXHIBIT C – Payment Terms

Grant Award, Cost Sharing, Total Project Cost, and Method of Payment

1. The State agrees to reimburse the Grantee in accordance with the application rules subject to the following:
 - a. The Grantee must pay 100% of the cost of an item before submitting a request for reimbursement of eligible costs. The Grantee shall submit invoices for actual costs incurred. Reimbursement from the State will take approximately 60 days. Invoices indicating payment in full for the purchase of equipment must accompany billing. Billings must be:
 - i. Within 30 days of incurring the cost(s);
 - ii. Include proof of payment such as credit card receipts or cancelled checks (front and back); and

ms that were listed on the Project Application and

Grantee Initials

Date

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5/24/24

subsequent approved amendments.

Organization Name: «Randolph Mountain Club»
Vendor Code: «160055»
Unique Entity ID: «DSFFN4R34R25»
Grant #: «24-16»
Appropriation Code: 37770000-074-500585

Grant Amount: «\$31,048.00»
Match Required: «\$7,762.00»
Total Project Cost: «\$38,810.00»

The maximum amount of funds available to the Grantee pursuant to this agreement shall be «\$31,048.00». It is further understood and agreed that the Grantee shall only be reimbursed on the basis of actual costs incurred, and that the State's determination of eligible and approved costs shall be final in all cases.

Term of Grant

This grant, and the obligations of the parties hereunder, shall become effective upon FHWA and Governor and Council approval. The term of this grant shall run from the commencement date through December 31st, 2024.

Grantee Initials

Date

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5/24/24

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that RANDOLPH MOUNTAIN CLUB is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on September 08, 1915. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 64801

Certificate Number: 0004927823



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of June A.D. 2020.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

Business Information

Business Details

Business Name: RANDOLPH MOUNTAIN CLUB	Business ID: 64801
Business Type: Domestic Nonprofit Corporation	Business Status: Good Standing
Business Creation Date: 09/08/1915	Name in State of Incorporation: Not Available
Date of Formation in Jurisdiction: 09/08/1915	
Principal Office Address: PO Box 279, Gorham, NH, 03581, USA	Mailing Address: PO Box 279, Gorham, NH, 03581, USA
Citizenship / State of Incorporation: Domestic/New Hampshire	
	Last Nonprofit Report Year: 2020
	Next Report Year: 2025
Duration: Perpetual	
Business Email: president@randolphmountainclub.org	Phone #: NONE
Notification Email: kukelley@me.com	Fiscal Year End Date: NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
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No records to view.

Principals Information

Name/Title	Business Address
Kathleen U Kelley / Treasurer	98 Randolph Hill, Randolph, NH, 03593, USA
Randolph Meiklejohn / Secretary	161 Cypress St, Brookline, MA, 02445, USA
Stephen Maddock / Chairman of the Board of Directors	27 Highland Ave, South Bérwick, ME, 03908, USA

Page 1 of 1, records 1 to 3 of 3

Registered Agent Information

Name: Not Available

Registered Office Not Available
Address:

Registered Mailing Not Available
Address:

Trade Name Information

No Trade Name(s) associated to this business.

Trade Name Owned By

No Records to View.

Trademark Information

Trademark Number	Trademark Name	Business Address	Mailing Address
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No records to view.

[Filing History](#) [Address History](#) [View All Other Addresses](#) [Name History](#) [Shares](#)

[Businesses Linked to Registered Agent](#) [Return to Search](#) [Back](#)

NH Department of State, 107 North Main St. Room 204, Concord, NH 03301 -- [Contact Us](#)

[\(/online/Home/ContactUS\)](#)

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Corporate Resolution

I, John Phinney, hereby certify that I am duly elected Clerk/Secretary/Officer
(Name)
of Randolph Mountain Club. I hereby certify the following is a true of a vote taken at a
(Name of Corporation)
meeting of the Board of Directors/shareholders, duly called and held on April 21, 2024,
at which a quorum of the directors/shareholders were present and voting.

Voted: That Scott Meldejohn, Eric Sandin, Adam Berger (may list more than one person) is duly
(Name and Title)
authorized to enter into contracts or agreements on behalf of Randolph Mountain Club
(Name of Corporation)
with the State of New Hampshire and any of its agencies and departments and further is
authorized to execute any documents which may in his/her judgement to be desirable or
necessary to affect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force
and effect as the date of the contract to which this certificate is attached. This authority shall
remain valid for thirty (30) days from the date of this Corporate Resolution. I further certify
that it is understood the State of New Hampshire will rely on this certificate as evidence the
person(s) listed above currently occupy the positions(s) indicated and that they have full
authority to bind the corporation. To the extent that there are limits on the authority of any listed
individual to bind the corporation in contracts with the State of New Hampshire, all such
limitations are expressly stated herein.

DATED: May 24, 2024

ATTEST: John F. Phinney
PRESIDENT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/27/2024

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 Geo. M. Stevens & Son Co. PO Box 271 149 Main Street Lancaster NH 03584	CONTACT NAME: Terri Crossland	
	PHONE (A/C No., Ext): 800-675-2555	FAX (A/C No): 603-788-3901
E-MAIL ADDRESS: tcrossland@gms-ins.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Lexington Insurance Co		19437
INSURER B : Benchmark Insurance Company		41394
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

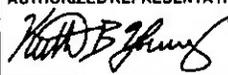
COVERAGES **CERTIFICATE NUMBER:** 694903654 **REVISION NUMBER:**

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		080839501-00	7/31/2023	7/31/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						\$ \$ \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						\$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	REN OF BRX10224204	6/24/2024	6/24/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

NH Workers Compensation
Certificate holder is additional insured per signed contract

CERTIFICATE HOLDER State of NH Dept Natural & Cultural Resources 172 Pembroke Rd 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 
--	--

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GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name Department of Natural & Cultural Resources		1.2. State Agency Address 172 Pembroke Rd. Concord, NH 03301	
1.3. Grantee Name Society for the Protection of NH Forests		1.4. Grantee Address 54 Portsmouth Street Concord, NH 03301	
1.5. Grantee Phone # 603-224-9945	1.6. Account Number 10-03500-37770000-074	1.7. Completion Date December 31, 2024	1.8. Grant Limitation \$ 24,921.28
1.9. Grant Officer for State Agency Jay Scarborough, RTP Coordinator		1.10. State Agency Telephone Number 603-271-3254	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 Anne Truslow, VP for Development	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s) Date: Craig Rennie <small>Digitally signed by Craig Rennie Date: 2024.06.11 11:54:13 +0400</small>		1.14. Name & Title of State Agency Signor(s) Craig Rennie, Bureau of Trails Chief Supervisor	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By:  Assistant Attorney General, On: 7/19/2024			
1.16. Approval by Governor and Council (if applicable) By: _____ On: / /			

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

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9. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
1. **EFFECTIVE DATE; COMPLETION OF PROJECT.**
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
2. **GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.**
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
2. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
4. **RECORDS and ACCOUNTS.**
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership
5. with, the entity identified as the Grantee in block 1.3 of these provisions
- 8.1. **PERSONNEL.**
- The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized 8.2. to perform such Project under all applicable laws.
- The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with 8.3. the State, or who is a State officer or employee, elected or appointed.
- The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
6. **DATA; RETENTION OF DATA; ACCESS.**
- 9.1. **DATA; RETENTION OF DATA; ACCESS.**
- As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to; all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,
- computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
3. **CONDITIONAL NATURE OF AGREEMENT.** Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
1. **EVENT OF DEFAULT; REMEDIES.**
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"): 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
2. **TERMINATION.**
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination. In the event of Termination under paragraphs 10 or 12.4 of these general
- 12.2. provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- In the event of Termination under paragraphs 10 or 12.4 of these general
- 12.3. provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- Notwithstanding anything in this Agreement to the contrary, either the State or, 12.4. except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice. **CONFLICT OF INTEREST.** No officer, member of employee of the Grantee,
3. and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Contractor Initials AGT
Date 5/21/24

approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

0. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

1. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.

2. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. 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.

3. INSURANCE:

17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.

WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.

CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Contractor Initials *AGT*
Date *5/21/24*

STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURL AND CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION
BUREAU OF TRAILS

Recreational Trails Program (RTP) Grant

EXHIBIT A – Special Provisions

1. The Grantee agrees to:

- a. Perform, as outlined in their application, services related to trail maintenance, restoration, development, acquisition, trail-side and trail-head facilities, operation of education programs promoting safety and environmental protection, or improving access and use of trails by persons with disabilities, in accordance with the **Infrastructure Investment and Jobs Act of 2021**.
- b. Provide adequate documentation in a format that fully accounts for and certifies that matching funds have been incurred on the project. The Grantee has pledged a minimum of 20% of the total project cost or value; «\$6,230.32», to the match requirement.
- c. Submit a project progress report with each request for reimbursement. The report shall outline how each expense item has been applied to the project and provide a plan for future work. Failure to do so may result in the withholding of reimbursement by the State and may also result in impacts to future grant awards. The final billing submitted must be accompanied by the final progress report stating the project is 100% complete and provide color photos detailing the completeness of project.
- d. Provide in the first billing for materials/goods and equipment purchases, no less than 3 competitive vendor quotes for said equipment and goods/materials, if \geq \$2,000 and service agreements are \geq \$10,000.
- e. **FEDERAL FUNDING ACCOUNTABILITY and TRANSPARENCY ACT (FFATA)**. The Subrecipient shall comply with the terms of the FFATA by providing NHDNCR with their Unique Entity Identifier (Unique Entity ID), and all applicable Executive Compensation Data information as required under the FFATA. A Unique Entity ID may be obtained by visiting <https://www.sam.gov>.
 - i. **SAM REGISTRATION**: The Subrecipient must have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>).
- f. On November 15, 2021, the **Infrastructure Investment and Jobs Act (IIJA)** was signed into law (the Bipartisan Infrastructure Law, or BIL), which includes the **Build America, Buy America Act (BABA)**. Pub. L. No. 117-58. BABA strengthens existing Buy America regulations and specifically states that no Federal funds made available for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials permanently incorporated into the project are **produced in the United States**. Any project within the scope of a finding, determination, or decision under the National Environmental Policy Act (NEPA), regardless of the funding source for the individual project, are subject to BABA regulations if at least one contract within the scope of the NEPA decision is funded Federally. This project is subject to BABA, and will require certification in the following item categories (an article, material, or supply should only be classified into one of the categories below):
 - i. On August 16, 2023, The US Department of Transportation found, based on public comment, that it was in the public interest to issue a waiver of BABA's domestic preferences for iron, steel, manufactured products, and construction materials under a single financial assistance award for which:
 1. The total amount of Federal financial assistance applied to the project, through awards or subawards, is **below \$500,000**.
 - ii. **Iron and Steel**: All iron and steel permanently incorporated into the project must be produced in the United States. The only exception to this requirement is the

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production of pig iron and the processing, pelletizing, and reduction of iron ore, which may occur in another country. This means all manufacturing processes, from the initial melting stage through the application of coatings, must occur in the United States.

1. Steel products include, but are not limited to, structural steel, piles, reinforcing steel, structural plate, steel culverts, guardrail, steel supports for signs, signals (mast arms), and luminaires.
 2. Iron products include, but are not limited to, cast iron frames and grates.
- iii. **Manufactured Products***: All manufactured products permanently incorporated into the project must be produced in the United States. This means the manufactured product must be manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States must be greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
1. **The Federal Highway Administration (FHWA) has a longstanding Buy America nationwide General Applicability Waiver for Manufactured Products. As of the date of this Special Attention, FHWA has not modified the waiver, and the waiver continues to apply to manufactured products that are not predominantly steel and iron. Manufactured products that are predominantly steel or iron remain subject to Buy America and now BABA certification.*
- iv. **Construction Materials**: All construction materials permanently incorporated into the project must be manufactured in the United States. This means the final manufacturing process and the immediately preceding manufacturing stage for the construction material must occur in the United States.
1. Construction Materials include an article, material, or supply that is or consists primarily of:
 - a. Non-ferrous metals;
 - b. Plastic and polymer-based products (including polyvinylchloride, composite build materials, and polymers used in fiber optic cables);
 - c. Glass (including optic glass);
 - d. Lumber; or
 - e. Drywall.
 2. Construction Materials do not include:
 - a. Items of primarily iron or steel;
 - b. Manufactured Products;
 - c. Cement and cementitious materials;
 - d. Aggregates such as stone, sand, or gravel; or
 - e. Aggregate binding agents or additives.
 3. Items that consist of two or more of the listed materials that have been combined through a manufacturing process, and items that include at least one of the listed materials combined through a manufacturing process with a material that is not listed, should be treated as manufactured products, rather than as construction materials. Equipment, tools, and temporary items are not required to meet the BABA requirements.
- v. A **Certificate of Compliance**, conforming to the requirements of Section 106.04, shall be furnished for all above materials, regardless of item category. The form for this certification is entitled "Certificate of Compliance" and can be found at www.NHDOT.com.
- vi. For steel and iron materials and for manufactured products produced predominantly of steel or iron, records to be maintained by the Contractor for compliance with this Special Attention shall include a **signed mill test report** and a signed certification by

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each supplier, distributor, fabricator, and manufacturer that has handled the materials affirming that every process, including the application of a coating, performed on the steel or iron has been carried out in the United States of America, except as allowed by this Special Attention. The lack of these certifications will be justification for rejection of the material provided.

- vii. **Manufacturer's certificate of compliance for construction materials must identify where the construction material was manufactured and attest specifically to compliance with BABA.**
 - viii. The requirements of said law and regulations do not prevent a minimal use of foreign steel and iron materials if the cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total contract price or \$2,500.00, whichever is greater.
 - ix. Upon completion of the project, the Contractor shall certify in writing as to compliance with BABA and also provide the total project delivered cost of all foreign steel and iron, provided under this requirement, that are permanently incorporated into the project. The form for this certification is entitled "Build America, Buy America Certificate of Compliance" and can be found at www.NHDOT.com.
 - g. Disposal of equipment in any manner shall require written authorization from the SoNH-DNCR, Bureau of Trails (Bureau). Equipment may be traded or sold by a Grantee which will no longer provide services on trails used by the general public provided that receipts from the sale when greater than \$5,000 be returned to the Bureau in the same proportion as originally funded by the Bureau as a credit to the RTP program. Equipment with a current fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further responsibility to the Bureau.
 - h. Display on equipment purchased through the RTP fund, in a location(s) designated by the Bureau, at least 1 but not more than 2 decals indicating that the equipment has been partially funded by this program. Decals shall be provided by the Bureau.
 - i. Maintain equipment purchased with RTP funds in good mechanical condition.
 - j. Provide an **equipment report** on the condition and location of trail equipment purchased with grant funds to be submitted annually by December 31st for the useful life of the equipment as documented by the grantee for tax purposes. The Grantee agrees to retain and use any acquired equipment for intended recreational trail maintenance purposes for its useful life.
 - k. Submit to all requested inspections and audits by State and Federal officials which relate to the services and payments under this grant.
2. Project progress inspections may be conducted by State or Federal representatives. State representatives may, at any time, inspect the project and review the Grantee's records and files. Upon notification of project completion, the State will inspect projects and prepare a written report. Recommendations for corrective actions will be made, if appropriate. A copy of the report will be sent to the Grantee. Deficiencies, if any, shall be corrected and reported, in writing to the State within 21 days of receipt of the inspection report. Final reimbursement will not be made until deficiencies are corrected.

3. Penalties

- a. Termination of Grant: Any failure by the Grantee to abide by or carry out any of the terms or conditions of this grant shall, at the discretion of the State, result in termination of this grant, if, after notice to the Grantee, said default is not remedied within ten (10) days. In the event of termination, no further payments shall be made by the State.
- b. Denial of Future RTP Funds: Failure to comply with any and all terms or conditions of this grant may result in denial of future RTP funds for no less than 2 years from the current grant year.

4. Indemnification

Grantee Initials AGT
Date 5/21/24

Add the following sentence to the end of Section 16.

Grantee's liability for claims arising under Paragraph 16 shall be limited to its insured amounts under Paragraph 17.1.2 of this Agreement.

5. Insurance

Delete Paragraph 17.1.2 of the G-1 and replace with the following:

17.1.2 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.

Add new Paragraph 17.3 as follows:

The insurance requirements in Paragraph 17.1–17.2 shall not apply to grantees who utilize grant funds solely to purchase equipment and will not perform or subcontract any labor paid for with grant funds.

Grantees must maintain insurance coverage, sufficient to cover the actual cash value of any equipment purchased or reconditioned through the Recreational Trails Program for the term of the RTP award pursuant to Title 2 CFR 200.310. The insurance policy shall name the Department of Natural and Cultural Resources, Bureau of Trails, Recreational Trails Program as a certificate holder.

EXHIBIT B – Scope of Work

Grantee agrees to apply RTP funds from this grant to the project(s) described in the Grantee's Grant Application and approved budget. Grantee may subcontract project work under this grant, provided that reimbursement for subcontracted work shall be subject to review by the State for compliance with grant program requirements.

EXHIBIT C – Payment Terms

Grant Award, Cost Sharing, Total Project Cost, and Method of Payment

1. The State agrees to reimburse the Grantee in accordance with the application rules subject to the following:
 - a. The Grantee must pay 100% of the cost of an item before submitting a request for reimbursement of eligible costs. The Grantee shall submit invoices for actual costs incurred. Reimbursement from the State will take approximately 60 days. Invoices indicating payment in full for the purchase of equipment must accompany billing. Billings must be:
 - i. Within 30 days of incurring the cost(s);
 - ii. Include proof of payment such as credit card receipts or cancelled checks (front and back); and
 - iii. Provide a match form showing a 20% match has been met for the total cost of the billing until total match for project is met.
 - b. A request for reimbursement may not be submitted to the State for less than 25% of the total grant amount. The final 25% of the total grant amount may be withheld until the project is verified complete by the state, the federal grantor agency, or their representatives. Standard reimbursement forms will be provided by the State. All match amounts shall be accounted for before final payment.
 - c. Reimbursements will be made only for items that were listed on the Project Application and

Grantee Initials

Date

Act
5/21/24

subsequent approved amendments.

Organization Name: «Society for the Protection of New Hampshire Forests»
Vendor Code: «177170»
Unique Entity ID: «EW88S1GENXF4»
Grant #: «24-17»
Appropriation Code: 37770000-074-500585

Grant Amount: «\$24,921.28»
Match Required: «\$6,230.32»
Total Project Cost: «\$31,151.60»

The maximum amount of funds available to the Grantee pursuant to this agreement shall be «\$24,921.28». It is further understood and agreed that the Grantee shall only be reimbursed on the basis of actual costs incurred, and that the State's determination of eligible and approved costs shall be final in all cases.

Term of Grant

This grant, and the obligations of the parties hereunder, shall become effective upon FHWA and Governor and Council approval. The term of this grant shall run from the commencement date through December 31st, 2024.

Grantee Initials Act
Date 5/21/24

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that SOCIETY FOR THE PROTECTION OF NEW HAMPSHIRE FORESTS is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 03, 1910. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 64922

Certificate Number: 0006565522



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of February A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

Business Information

Business Details

Business Name:	SOCIETY FOR THE PROTECTION OF NEW HAMPSHIRE FORESTS	Business ID:	64922
Business Type:	Domestic Nonprofit Corporation	Business Status:	Good Standing
Business Creation Date:	03/03/1910	Name in State of Incorporation:	SOCIETY FOR THE PROTECTION OF NEW HAMPSHIRE FORESTS
Date of Formation in Jurisdiction:	03/03/1910	Mailing Address:	54 PORTSMOUTH STREET, CONCORD, NH, 03301, USA
Principal Office Address:	54 PORTSMOUTH STREET, CONCORD, NH, 03301, USA	Next Report Year:	2025
Citizenship / State of Incorporation:	Domestic/New Hampshire	Phone #:	NONE
Duration:	Perpetual	Fiscal Year End Date:	NONE
Business Email:	NONE		
Notification Email:	NONE		

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / NON-PROFIT LAND PROTECTION AND CONSERVATION EDUCATION ORGANIZATION	

Page 1 of 1, records 1 to 1 of 1

Principals Information

Name/Title	Business Address
David Jackson (Jack) Savage / President	54 Portsmouth Street, Concord, NH, 03301, USA
William (Tuck) Tucker / Chairman of the Board of Directors	54 Portsmouth Street, Concord, NH, 03301, USA

Page 1 of 1, records 1 to 2 of 2

Registered Agent Information

Name: Not Available

Registered Office Not Available
Address:

Registered Mailing Not Available
Address:

Trade Name Information

Business Name	Business ID	Business Status
THE HIGH WATCH PRESERVE (/online/BusinessInquire/TradeNameInformation? businessID=321610)	267276	Expired
The High Watch Preserve (/online/BusinessInquire/TradeNameInformation? businessID=367007)	547024	Active
Lost River Gorge (/online/BusinessInquire/TradeNameInformation? businessID=408518)	601715	Active
Lost River Gorge & Boulder Caves (/online/BusinessInquire/TradeNameInformation? businessID=409700)	601724	Active
Lost River Reservation (/online/BusinessInquire/TradeNameInformation? businessID=413356)	601719	Active
HIT THE TRAIL! (/online/BusinessInquire/TradeNameInformation? businessID=60654)	221439	Expired

Trade Name Owned By

Name	Title	Address
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Trademark Information

Trademark Number	Trademark Name	Business Address	Mailing Address
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No records to view.

Corporate Resolution

I, Maria Stewart, hereby certify that I am duly appointed Assistant Secretary of the Society for the Protection of New Hampshire Forests (Forest Society). I hereby certify the Following is a true of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on April 21, 2023, at which a quorum of the directors/shareholders were present and voting.

Voted: That Anne G. Truslow and David Jackson Savage are duly authorized to enter into contracts or agreements on behalf of the Society for the Protection of New Hampshire Forests with the State of New Hampshire and any of its agencies and departments and further are authorized to execute any documents which may in his/her judgement to be desirable or necessary to affect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as the date of the contract to which this certificate is attached. This authority **shall remain valid for thirty (30) days** from the date of this Corporate Resolution. I further certify that it is understood the State of New Hampshire will rely on this certificate as evidence the person(s) listed above currently occupy the positions(s) indicated and that they have full authority to bind the corporation. To the extent that there are limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: May 21, 2024

ATTEST: Maria Stewart Assistant Secretary
(Name & Title)



SOCIFOR-09

LELLET

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/28/2024

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 Alliant Insurance Services, Inc. 4530 Walney Rd Ste 200 Chantilly, VA 20151-2285	CONTACT NAME: Anna Hill	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS: ahill@alliant.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Federal Insurance Company		20281
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED

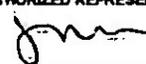
Society for the Protection of New Hampshire Forests
 54 Portsmouth St
 Concord, NH 03301

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			36063424	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ Included
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			73613022	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			93651219	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ Aggregate \$ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	71777188	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: New Hampshire Recreational Trails Program Grant

CERTIFICATE HOLDER State of New Hampshire Department of Natural and Cultural Resources 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 

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name Department of Natural & Cultural Resources		1.2. State Agency Address 172 Pembroke Rd. Concord, NH 03301	
1.3. Grantee Name The Nature Conservancy		1.4. Grantee Address PO Box 310 North Conway, NH 03860	
1.5 Grantee Phone # 603-356-8833	1.6. Account Number 10-03500-37770000-074	1.7. Completion Date August 31, 2025	1.8. Grant Limitation \$ 60,000.00
1.9. Grant Officer for State Agency Jay Scarborough, RTP Coordinator		1.10. State Agency Telephone Number 603-271-3254	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 Jeffrey Lougee <small>Digitally signed by Jeffrey Lougee Date: 2024.05.31 16:17:18 -04'00'</small>		1.12. Name & Title of Grantee Signor 1 Jeff Lougee, Director of Land Management	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s) Date: Craig Rennie <small>Digitally signed by Craig Rennie Date: 2024.06.17 11:09:37 -04'00'</small>		1.14. Name & Title of State Agency Signor(s) Craig Rennie, Bureau of Trails Chief Supervisor	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: <i>Adrian Phillips</i> Assistant Attorney General, On: <i>7/19/2024</i>			
1.16. Approval by Governor and Council (if applicable) By: _____ On: <i>/ /</i>			

2. **SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

Contractor Initials JL
Date 5/31/24

0. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
1. **EFFECTIVE DATE: COMPLETION OF PROJECT.**
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
2. **GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.**
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
3. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
4. **RECORDS and ACCOUNTS.**
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership
5. with the entity identified as the Grantee in block 1.3 of these provisions
- 8.1. **PERSONNEL.**
The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized 8.2. to perform such Project under all applicable laws.
The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with 8.3. the State, or who is a State officer or employee, elected or appointed.
The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
6. **DATA: RETENTION OF DATA: ACCESS.**
As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,
- computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
0. **CONDITIONAL NATURE OR AGREEMENT.** Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
1. **EVENT OF DEFAULT: REMEDIES.**
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"): 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
11.1.2 Failure to submit any report required hereunder; or
11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
2. **TERMINATION.**
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
Notwithstanding anything in this Agreement to the contrary, either the State or, 12.4. except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice. **CONFLICT OF INTEREST.** No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

0. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

1. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.

2. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. 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.

3. INSURANCE.
17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.

WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.

CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Contractor Initials JL
Date 5/31/24

STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURL AND CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION
BUREAU OF TRAILS

Recreational Trails Program (RTP) Grant

EXHIBIT A – Special Provisions

1. The Grantee agrees to:
 - a. Perform, as outlined in their application, services related to trail maintenance, restoration, development, acquisition, trail-side and trail-head facilities, operation of education programs promoting safety and environmental protection, or improving access and use of trails by persons with disabilities, in accordance with the **Infrastructure Investment and Jobs Act of 2021**.
 - b. Provide adequate documentation in a format that fully accounts for and certifies that matching funds have been incurred on the project. The Grantee has pledged a minimum of **20%** of the total project cost or value; «\$15,000.00», to the match requirement.
 - c. Submit a project progress report with each request for reimbursement. The report shall outline how each expense item has been applied to the project and provide a plan for future work. Failure to do so may result in the withholding of reimbursement by the State and may also result in impacts to future grant awards. The final billing submitted must be accompanied by the final progress report stating the project is 100% complete and provide color photos detailing the completeness of project.
 - d. Provide in the first billing for materials/goods and equipment purchases, no less than 3 competitive vendor quotes for said equipment and goods/materials, if ≥ \$2,000 and service agreements are ≥ \$10,000.
 - e. **FEDERAL FUNDING ACCOUNTABILITY and TRANSPARENCY ACT (FFATA)**. The Subrecipient shall comply with the terms of the FFATA by providing NHDNCR with their Unique Entity Identifier (Unique Entity ID), and all applicable Executive Compensation Data information as required under the FFATA. A Unique Entity ID may be obtained by visiting <https://www.sam.gov>.
 - i. **SAM REGISTRATION:** The Subrecipient must have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>).
 - f. On November 15, 2021, the **Infrastructure Investment and Jobs Act (IIJA)** was signed into law (the Bipartisan Infrastructure Law, or BIL), which includes the **Build America, Buy America Act (BABA)**. Pub. L. No. 117-58. BABA strengthens existing Buy America regulations and specifically states that no Federal funds made available for infrastructure may be obligated for a project unless all of the **iron, steel, manufactured products, and construction materials** permanently incorporated into the project are **produced in the United States**. Any project within the scope of a finding, determination, or decision under the National Environmental Policy Act (NEPA), regardless of the funding source for the individual project, are subject to BABA regulations if at least one contract within the scope of the NEPA decision is funded Federally. This project is subject to BABA, and will require certification in the following item categories (an article, material, or supply should only be classified into one of the categories below):
 - i. On August 16, 2023, The US Department of Transportation found, based on public comment, that it was in the public interest to issue a waiver of BABA's domestic preferences for iron, steel, manufactured products, and construction materials under a single financial assistance award for which:
 1. The total amount of Federal financial assistance applied to the project, through awards or subawards, is **below \$500,000**.
 - ii. **Iron and Steel:** All iron and steel permanently incorporated into the project must be produced in the United States. The only exception to this requirement is the

Grantee Initials JL
Date 5/31/24

production of pig iron and the processing, pelletizing, and reduction of iron ore, which may occur in another country. This means all manufacturing processes, from the initial melting stage through the application of coatings, must occur in the United States.

1. Steel products include, but are not limited to, structural steel, piles, reinforcing steel, structural plate, steel culverts, guardrail, steel supports for signs, signals (mast arms), and luminaires.
 2. Iron products include, but are not limited to, cast iron frames and grates.
- iii. **Manufactured Products***: All manufactured products permanently incorporated into the project must be produced in the United States. This means the manufactured product must be manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States must be greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
1. **The Federal Highway Administration (FHWA) has a longstanding Buy America nationwide General Applicability Waiver for Manufactured Products. As of the date of this Special Attention, FHWA has not modified the waiver, and the waiver continues to apply to manufactured products that are not predominantly steel and iron. Manufactured products that are predominantly steel or iron remain subject to Buy America and now BABA certification.*
- iv. **Construction Materials**: All construction materials permanently incorporated into the project must be manufactured in the United States. This means the final manufacturing process and the immediately preceding manufacturing stage for the construction material must occur in the United States.
1. Construction Materials include an article, material, or supply that is or consists primarily of:
 - a. Non-ferrous metals;
 - b. Plastic and polymer-based products (including polyvinylchloride, composite build materials, and polymers used in fiber optic cables);
 - c. Glass (including optic glass);
 - d. Lumber; or
 - e. Drywall.
 2. Construction Materials do not include:
 - a. Items of primarily iron or steel;
 - b. Manufactured Products;
 - c. Cement and cementitious materials;
 - d. Aggregates such as stone, sand, or gravel; or
 - e. Aggregate binding agents or additives.
 3. Items that consist of two or more of the listed materials that have been combined through a manufacturing process, and items that include at least one of the listed materials combined through a manufacturing process with a material that is not listed, should be treated as manufactured products, rather than as construction materials. Equipment, tools, and temporary items are not required to meet the BABA requirements.
- v. A **Certificate of Compliance**, conforming to the requirements of Section 106.04, shall be furnished for all above materials, regardless of item category. The form for this certification is entitled "Certificate of Compliance" and can be found at www.NHDOT.com.
- vi. For steel and iron materials and for manufactured products produced predominantly of steel or iron, records to be maintained by the Contractor for compliance with this Special Attention shall include a **signed mill test report** and a signed certification by

Grantee Initials JL
Date 5/31/24

Add the following sentence to the end of Section 16.

Grantee's liability for claims arising under Paragraph 16 shall be limited to its insured amounts under Paragraph 17.1.2 of this Agreement.

5. Insurance

Delete Paragraph 17.1.2 of the G-1 and replace with the following:

17.1.2 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.

Add new Paragraph 17.3 as follows:

The insurance requirements in Paragraph 17.1–17.2 shall not apply to grantees who utilize grant funds solely to purchase equipment and will not perform or subcontract any labor paid for with grant funds.

Grantees must maintain insurance coverage, sufficient to cover the actual cash value of any equipment purchased or reconditioned through the Recreational Trails Program for the term of the RTP award pursuant to Title 2 CFR 200.310. The insurance policy shall name the Department of Natural and Cultural Resources, Bureau of Trails, Recreational Trails Program as a certificate holder.

EXHIBIT B – Scope of Work

Grantee agrees to apply RTP funds from this grant to the project(s) described in the Grantee's Grant Application and approved budget. Grantee may subcontract project work under this grant, provided that reimbursement for subcontracted work shall be subject to review by the State for compliance with grant program requirements.

EXHIBIT C – Payment Terms

Grant Award, Cost Sharing, Total Project Cost, and Method of Payment

1. The State agrees to reimburse the Grantee in accordance with the application rules subject to the following:
 - a. The Grantee must pay 100% of the cost of an item before submitting a request for reimbursement of eligible costs. The Grantee shall submit invoices for actual costs incurred. Reimbursement from the State will take approximately 60 days. Invoices indicating payment in full for the purchase of equipment must accompany billing. Billings must be:
 - i. Within 30 days of incurring the cost(s);
 - ii. Include proof of payment such as credit card receipts or cancelled checks (front and back); and
 - iii. Provide a match form showing a 20% match has been met for the total cost of the billing until total match for project is met.
 - b. A request for reimbursement may not be submitted to the State for less than 25% of the total grant amount. The final 25% of the total grant amount may be withheld until the project is verified complete by the state, the federal grantor agency, or their representatives. Standard reimbursement forms will be provided by the State. All match amounts shall be accounted for before final payment.
 - c. Reimbursements will be made only for items that were listed on the Project Application and

Grantee Initials JL
Date 5/31/24

subsequent approved amendments.

Organization Name: «The Nature Conservancy»
Vendor Code: «177785»
Unique Entity ID: «THG1JDUEQKQ8»
Grant #: «24-18»
Appropriation Code: 37770000-074-500585

Grant Amount: «\$60,000.00»
Match Required: «\$15,000.00»
Total Project Cost: «\$75,000.00»

The maximum amount of funds available to the Grantee pursuant to this agreement shall be «\$60,000.00». It is further understood and agreed that the Grantee shall only be reimbursed on the basis of actual costs incurred, and that the State's determination of eligible and approved costs shall be final in all cases.

Term of Grant

This grant, and the obligations of the parties hereunder, shall become effective upon FHWA and Governor and Council approval. The term of this grant shall run from the commencement date through August 31st, 2025.

Grantee Initials JL
Date 5/31/24

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that THE NATURE CONSERVANCY is a District Of Columbia Nonprofit Corporation registered to transact business in New Hampshire on January 09, 1984. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 75056

Certificate Number: 0006572660



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 13th day of February A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

Business Information

Business Details

Business Name: THE NATURE CONSERVANCY	Business ID: 75056
Business Type: Foreign Nonprofit Corporation	Business Status: Good Standing
Business Creation Date: 01/09/1984	Name in State of Incorporation: THE NATURE CONSERVANCY
Date of Formation in Jurisdiction: 01/09/1984	
Principal Office Address: Legal Dept4245 N Fairfax Drive, Arlington, VA, 22203, USA	Mailing Address: Legal Dept4245 N Fairfax Drive, Arlington, VA, 22203, USA
Citizenship / State of Incorporation: Foreign/District Of Columbia	
	Last Nonprofit Report Year: 2020
	Next Report Year: 2025
Duration: Perpetual	
Business Email: legalcs@tnc.org	Phone #: NONE
Notification Email: legalcs@tnc.org	Fiscal Year End Date: NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / PRESERVATION OF NATURE	

Page 1 of 1, records 1 to 1 of 1

Principals Information

Name/Title	Business Address
Ying Wu / Director	4245 N. Fairfax Dr., Arlington, VA, 22203, USA
Vincent Ryan / Director	4245 N. Fairfax Dr., Arlington, VA, 22203, USA
Ana Parma / Director	4245 N. Fairfax Dr., Arlington, VA, 22203, USA
William Frist / Director	4245 N. Fairfax Dr., Arlington, VA, 22203, USA
Claudia Madrazo / Director	4245 N. Fairfax Dr., Arlington, VA, 22203, USA

Page 1 of 5, records 1 to 5 of 23

Registered Agent Information

Name: National Registered Agents, Inc.

Registered Office Address: 2 1/2 Beacon Street, Concord, NH, 03301 - 4447, USA

Registered Mailing Address: 2 1/2 Beacon Street, Concord, NH, 03301 - 4447, USA

Trade Name Information

No Trade Name(s) associated to this business.

Trade Name Owned By

No Records to View.

Trademark Information

Trademark Number	Trademark Name	Business Address	Mailing Address
No records to view.			

- [Filing History](#)
 - [Address History](#)
 - [View All Other Addresses](#)
 - [Name History](#)
 - [Shares](#)
- [Businesses Linked to Registered Agent](#)
 [Return to Search](#)
 [Back](#)

NH Department of State, 107 North Main St. Room 204, Concord, NH 03301 -- [Contact Us \(/online/Home/ContactUS\)](#)

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Corporate Resolution

I, Jim O'Brien, hereby certify that I am duly elected Clerk/Secretary/Officer
(Name)
of The Nature Conservancy. I hereby certify the following is a true and correct copy of a vote taken at a
(Name of Corporation)
meeting of the Board of Directors/shareholders, duly called and held on February 8th, 2024,
at which a quorum of the directors/shareholders were present and voting.

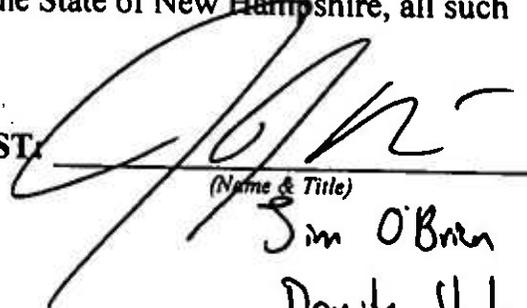
Voted: That Jeff Lougee, Director of Land Management (may list more than one person) is duly
(Name and Title)
authorized to enter into contracts or agreements on behalf of The Nature Conservancy
(Name of Corporation)

with the State of New Hampshire and any of its agencies and departments and further is authorized to execute any documents which may in his/her judgement to be desirable or necessary to affect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as the date of the contract to which this certificate is attached. This authority shall remain valid for thirty (30) days from the date of this Corporate Resolution. I further certify that it is understood the State of New Hampshire will rely on this certificate as evidence the person(s) listed above currently occupy the positions(s) indicated and that they have full authority to bind the corporation. To the extent that there are limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: 6/4/2024

ATTEST:


(Name & Title)

Jim O'Brien
Deputy State Director
The Nature Conservancy



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/25/2024

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).

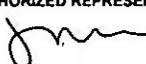
PRODUCER Alliant Insurance Services, Inc. 4530 Walney Rd Ste 200 Chantilly, VA 20151-2285	CONTACT NAME: Kelly Mitchum PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: KMitchum@alliant.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ACE American Insurance Company	22667	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
INSURED The Nature Conservancy Attn: John Dwelley 4245 North Fairfax Dr - #100 Arlington, VA 22203-1606														

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		G47312115	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 2,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$ DED RETENTION \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						EACH OCCURRENCE \$ AGGREGATE \$ DED RETENTION \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ DED RETENTION \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WLRC70304533	7/1/2024	7/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Recreational Trails Program (RTP) Grant for work in the Green Hills Preserve - Completion date: August 31, 2025
State of New Hampshire Department of Natural and Cultural Resources are included as Additional Insured with respect to General Liability as agreed under a written contract, provided such contract was executed prior to the date of loss.

CERTIFICATE HOLDER State of New Hampshire Department of Natural and Cultural Resources 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 
---	---

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name Department of Natural & Cultural Resources		1.2. State Agency Address 172 Pembroke Rd. Concord, NH 03301	
1.3. Grantee Name Town of Peterborough		1.4. Grantee Address 1 Grove Street Peterborough, NH 03458	
1.5. Grantee Phone # 603-924-8000	1.6. Account Number 10-03500-37770000-074	1.7. Completion Date December 31, 2024	1.8. Grant Limitation \$ 10,580.40
1.9. Grant Officer for State Agency Jay Scarborough, RTP Coordinator		1.10. State Agency Telephone Number 603-271-3254	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 SETH MACLEAN, DIRECTOR OF PUBLIC WORKS	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13. State Agency Signature(s) Date: Craig Rennie <small>Digitally signed by Craig Rennie Date: 2024.08.11 11:54:36 +04'00'</small>		1.14. Name & Title of State Agency Signor(s) Craig Rennie, Bureau of Trails Chief Supervisor	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By:  Assistant Attorney General, On: 7/19/2024			
1.16. Approval by Governor and Council (if applicable) By: _____ On: / /			

2. **SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

Contractor Initials 
Date 8/29/24

Q. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

1. EFFECTIVE DATE: COMPLETION OF PROJECT.

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

2. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.

5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.

5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

3. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.

4. RECORDS and ACCOUNTS.

7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership

5. with, the entity identified as the Grantee in block 1.3 of these provisions

8.1. PERSONNEL.

The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized 8.2. to perform such Project under all applicable laws.

The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with 8.3. the State, or who is a State officer or employee, elected or appointed.

The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant

6. Officer, and his/her decision on any dispute, shall be final.

9.1. DATA: RETENTION OF DATA: ACCESS.

As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.

9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

Q. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

1. EVENT OF DEFAULT: REMEDIES.

11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"): 11.1.1 Failure to perform the Project satisfactorily or on schedule; or

11.1.2 Failure to submit any report required hereunder; or

11.1.3 Failure to maintain, or permit access to, the records required hereunder; or

11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.

11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

2. TERMINATION.

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination. In the event of Termination under paragraphs 10 or 12.4 of these general

12.2. provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

In the event of Termination under paragraphs 10 or 12.4 of these general

12.3. provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

Notwithstanding anything in this Agreement to the contrary, either the State or, 12.4.

except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice. CONFLICT

OF INTEREST. No officer, member of employee of the Grantee,

3. and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

0. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

1. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.

2. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. 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.

3. INSURANCE.

17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.

WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.

CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Contractor Initials



Date

5/29/24

STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURL AND CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION
BUREAU OF TRAILS

Recreational Trails Program (RTP) Grant

EXHIBIT A – Special Provisions

1. The Grantee agrees to:
 - a. Perform, as outlined in their application, services related to trail maintenance, restoration, development, acquisition, trail-side and trail-head facilities, operation of education programs promoting safety and environmental protection, or improving access and use of trails by persons with disabilities, in accordance with the **Infrastructure Investment and Jobs Act of 2021**.
 - b. Provide adequate documentation in a format that fully accounts for and certifies that matching funds have been incurred on the project. The Grantee has pledged a minimum of **20%** of the total project cost or value; «\$2,645.10», to the match requirement.
 - c. Submit a project progress report with each request for reimbursement. The report shall outline how each expense item has been applied to the project and provide a plan for future work. Failure to do so may result in the withholding of reimbursement by the State and may also result in impacts to future grant awards. The final billing submitted must be accompanied by the final progress report stating the project is 100% complete and provide color photos detailing the completeness of project.
 - d. Provide in the first billing for materials/goods and equipment purchases, no less than 3 competitive vendor quotes for said equipment and goods/materials, if ≥ \$2,000 and service agreements are ≥ \$10,000.
 - e. **FEDERAL FUNDING ACCOUNTABILITY and TRANSPARENCY ACT (FFATA)**. The Subrecipient shall comply with the terms of the FFATA by providing NHDNCR with their Unique Entity Identifier (Unique Entity ID), and all applicable Executive Compensation Data Information as required under the FFATA. A Unique Entity ID may be obtained by visiting <https://www.sam.gov>.
 - i. **SAM REGISTRATION**: The Subrecipient must have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>).
 - f. On November 15, 2021, the **Infrastructure Investment and Jobs Act (IIJA)** was signed into law (the Bipartisan Infrastructure Law, or BIL), which includes the **Build America, Buy America Act (BABA)**. Pub. L. No. 117-58. BABA strengthens existing Buy America regulations and specifically states that no Federal funds made available for infrastructure may be obligated for a project unless all of the **iron, steel, manufactured products, and construction materials** permanently incorporated into the project are **produced in the United States**. Any project within the scope of a finding, determination, or decision under the National Environmental Policy Act (NEPA), regardless of the funding source for the individual project, are subject to BABA regulations if at least one contract within the scope of the NEPA decision is funded Federally. This project is subject to BABA, and will require certification in the following item categories (an article, material, or supply should only be classified into one of the categories below):
 - i. On August 16, 2023, The US Department of Transportation found, based on public comment, that it was in the public interest to issue a waiver of BABA's domestic preferences for iron, steel, manufactured products, and construction materials under a single financial assistance award for which:
 1. The total amount of Federal financial assistance applied to the project, through awards or subawards, is **below \$500,000**.
 - ii. **Iron and Steel**: All iron and steel permanently incorporated into the project must be produced in the United States. The only exception to this requirement is the

Grantee Initials

Date


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production of pig iron and the processing, pelletizing, and reduction of iron ore, which may occur in another country. This means all manufacturing processes, from the initial melting stage through the application of coatings, must occur in the United States.

1. Steel products include, but are not limited to, structural steel, piles, reinforcing steel, structural plate, steel culverts, guardrail, steel supports for signs, signals (mast arms), and luminaires.
 2. Iron products include, but are not limited to, cast iron frames and grates.
- iii. **Manufactured Products***: All manufactured products permanently incorporated into the project must be produced in the United States. This means the manufactured product must be manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States must be greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
1. **The Federal Highway Administration (FHWA) has a longstanding Buy America nationwide General Applicability Waiver for Manufactured Products. As of the date of this Special Attention, FHWA has not modified the waiver, and the waiver continues to apply to manufactured products that are not predominantly steel and iron. Manufactured products that are predominantly steel or iron remain subject to Buy America and now BABA certification.*
- iv. **Construction Materials**: All construction materials permanently incorporated into the project must be manufactured in the United States. This means the final manufacturing process and the immediately preceding manufacturing stage for the construction material must occur in the United States.
1. Construction Materials include an article, material, or supply that is or consists primarily of:
 - a. Non-ferrous metals;
 - b. Plastic and polymer-based products (including polyvinylchloride, composite build materials, and polymers used in fiber optic cables);
 - c. Glass (including optic glass);
 - d. Lumber; or
 - e. Drywall.
 2. Construction Materials do not include:
 - a. Items of primarily iron or steel;
 - b. Manufactured Products;
 - c. Cement and cementitious materials;
 - d. Aggregates such as stone, sand, or gravel; or
 - e. Aggregate binding agents or additives.
 3. Items that consist of two or more of the listed materials that have been combined through a manufacturing process, and items that include at least one of the listed materials combined through a manufacturing process with a material that is not listed, should be treated as manufactured products, rather than as construction materials. Equipment, tools, and temporary items are not required to meet the BABA requirements.
- v. A **Certificate of Compliance**, conforming to the requirements of Section 106.04, shall be furnished for all above materials, regardless of item category. The form for this certification is entitled "Certificate of Compliance" and can be found at www.NHDOT.com.
- vi. For steel and iron materials and for manufactured products produced predominantly of steel or iron, records to be maintained by the Contractor for compliance with this Special Attention shall include a **signed mill test report** and a signed certification by

Grantee Initials

Date

[Signature]
5/24/24

each supplier, distributor, fabricator, and manufacturer that has handled the materials affirming that every process, including the application of a coating, performed on the steel or iron has been carried out in the United States of America, except as allowed by this Special Attention. The lack of these certifications will be justification for rejection of the material provided.

- vii. **Manufacturer's certificate of compliance for construction materials must identify where the construction material was manufactured and attest specifically to compliance with BABA.**
 - viii. The requirements of said law and regulations do not prevent a minimal use of foreign steel and iron materials if the cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total contract price or \$2,500.00, whichever is greater.
 - ix. Upon completion of the project, the Contractor shall certify in writing as to compliance with BABA and also provide the total project delivered cost of all foreign steel and iron, provided under this requirement, that are permanently incorporated into the project. The form for this certification is entitled "Build America, Buy America Certificate of Compliance" and can be found at www.NHDOT.com.
 - g. Disposal of equipment in any manner shall require written authorization from the SoNH-DNCR, Bureau of Trails (Bureau). Equipment may be traded or sold by a Grantee which will no longer provide services on trails used by the general public provided that receipts from the sale when greater than \$5,000 be returned to the Bureau in the same proportion as originally funded by the Bureau as a credit to the RTP program. Equipment with a current fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further responsibility to the Bureau.
 - h. Display on equipment purchased through the RTP fund, in a location(s) designated by the Bureau, at least 1 but not more than 2 decals indicating that the equipment has been partially funded by this program. Decals shall be provided by the Bureau.
 - i. Maintain equipment purchased with RTP funds in good mechanical condition.
 - j. Provide an **equipment report** on the condition and location of trail equipment purchased with grant funds to be **submitted annually by December 31st for the useful life of the equipment** as documented by the grantee for tax purposes. The Grantee agrees to retain and use any acquired equipment for intended recreational trail maintenance purposes for its useful life.
 - k. Submit to all requested inspections and audits by State and Federal officials which relate to the services and payments under this grant.
2. Project progress inspections may be conducted by State or Federal representatives. State representatives may, at any time, inspect the project and review the Grantee's records and files. Upon notification of project completion, the State will inspect projects and prepare a written report. Recommendations for corrective actions will be made, if appropriate. A copy of the report will be sent to the Grantee. Deficiencies, if any, shall be corrected and reported, in writing to the State within 21 days of receipt of the inspection report. Final reimbursement will not be made until deficiencies are corrected.

3. Penalties

- a. Termination of Grant: Any failure by the Grantee to abide by or carry out any of the terms or conditions of this grant shall, at the discretion of the State, result in termination of this grant, if, after notice to the Grantee, said default is not remedied within ten (10) days. In the event of termination, no further payments shall be made by the State.
- b. Denial of Future RTP Funds: Failure to comply with any and all terms or conditions of this grant may result in denial of future RTP funds for no less than 2 years from the current grant year.

4. Indemnification

Grantee Initials sh
Date 3/24/24

Add the following sentence to the end of Section 16.

Grantee's liability for claims arising under Paragraph 16 shall be limited to its insured amounts under Paragraph 17.1.2 of this Agreement.

5. **Insurance**

Delete Paragraph 17.1.2 of the G-1 and replace with the following:

17.1.2 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.

Add new Paragraph 17.3 as follows:

The insurance requirements in Paragraph 17.1–17.2 shall not apply to grantees who utilize grant funds solely to purchase equipment and will not perform or subcontract any labor paid for with grant funds.

Grantees must maintain insurance coverage, sufficient to cover the actual cash value of any equipment purchased or reconditioned through the Recreational Trails Program for the term of the RTP award pursuant to Title 2 CFR 200.310. The insurance policy shall name the Department of Natural and Cultural Resources, Bureau of Trails, Recreational Trails Program as a certificate holder.

EXHIBIT B – Scope of Work

Grantee agrees to apply RTP funds from this grant to the project(s) described in the Grantee's Grant Application and approved budget. Grantee may subcontract project work under this grant, provided that reimbursement for subcontracted work shall be subject to review by the State for compliance with grant program requirements.

EXHIBIT C – Payment Terms

Grant Award, Cost Sharing, Total Project Cost, and Method of Payment

1. The State agrees to reimburse the Grantee in accordance with the application rules subject to the following:
 - a. The Grantee must pay 100% of the cost of an item before submitting a request for reimbursement of eligible costs. The Grantee shall submit invoices for actual costs incurred. Reimbursement from the State will take approximately 60 days. Invoices indicating payment in full for the purchase of equipment must accompany billing. Billings must be:
 - i. Within 30 days of incurring the cost(s);
 - ii. Include proof of payment such as credit card receipts or cancelled checks (front and back); and
 - iii. Provide a match form showing a 20% match has been met for the total cost of the billing until total match for project is met.
 - b. A request for reimbursement may not be submitted to the State for less than 25% of the total grant amount. The final 25% of the total grant amount may be withheld until the project is verified complete by the state, the federal grantor agency, or their representatives. Standard reimbursement forms will be provided by the State. All match amounts shall be accounted for before final payment.
 - c. Reimbursements will be made only for items that were listed on the Project Application and

Grantee Initials

Date

[Signature]
8/24/24

subsequent approved amendments.

Organization Name: «Town of Peterborough»
Vendor Code: «177459»
Unique Entity ID: «K5FPFDH6BMK3»
Grant #: «24-19»
Appropriation Code: 37770000-074-500585

Grant Amount: «\$10,580.40»
Match Required: «\$2,645.10»
Total Project Cost: «\$13,225.50»

The maximum amount of funds available to the Grantee pursuant to this agreement shall be «\$10,580.40». It is further understood and agreed that the Grantee shall only be reimbursed on the basis of actual costs incurred, and that the State's determination of eligible and approved costs shall be final in all cases.

Term of Grant

This grant, and the obligations of the parties hereunder, shall become effective upon FHWA and Governor and Council approval. The term of this grant shall run from the commencement date through December 31st, 2024.

Grantee Initials

Date



5/29/24

Municipality Certification of Authority

I, Linda Guyette (Name), hereby certify/attest that I am duly elected Clerk/Secretary of Town of Peterborough (Name of Municipality), New Hampshire. I hereby certify the following is a true copy of the resolution adopted during a meeting of the Municipality Officers, duly called and held on June 6, 20 23, at which a quorum of the Municipality Officers were present and voting.

RESOLVED: That Seth MacLean, Director of Public Works (Name and Title of Official Signing the Agreement) is duly authorized to enter into contracts or agreements on behalf of Town of Peterborough (Name of Municipality) with the State of New Hampshire, acting by and through the Department of Natural and Cultural Resources, and is further authorized to execute any documents on behalf of this Municipality which may be in his/her judgement desirable or necessary to effect the purpose of this resolution.

I hereby certify that the foregoing resolution has not been amended or repealed and remains in full force and effect as of June 6, 20 23. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the Municipality. This authority remains valid for thirty (30) days from the date of this certificate.

DATED: 5/29/2024

ATTEST: Linda M. Guyette
(Secretary/Clerk Signature Completing this Certificate)



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Town of Peterborough 1 Grove Street Peterborough, NH 03458	Member Number: 268	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ PO Box 23 Hooksett, NH 03106-9716
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2023	7/1/2024	Each Occurrence \$ 1,000,000 General Aggregate \$ 2,000,000 Fire Damage (Any one fire) Med Exp (Any one person)
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident) Aggregate
<input type="checkbox"/> Workers' Compensation & Employers' Liability			<input type="checkbox"/> Statutory Each Accident Disease - Each Employee Disease - Policy Limit
<input type="checkbox"/> Property (Special Risk Includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)

Description: With regards to the grant agreement. The certificate holder is named as Additional Covered Party, but only to the extent liability is based solely on the negligence or wrongful acts of the member, its employees, agents, officials or volunteers. This coverage does not extend to others. Any liability resulting from the negligence or wrongful acts of the Additional Covered Party, or their employees, agents, contractors, members, officers, directors or affiliates is not covered.

CERTIFICATE HOLDER:	<input checked="" type="checkbox"/>	Additional Covered Party	Loss Payee	Primex ³ - NH Public Risk Management Exchange
NH Department of Natural and Cultural Resources 172 Pembroke Road Concord, NH 03301				By: <i>Mary Beth Purcell</i>
				Date: 5/29/2024 mpurcell@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Town of Peterborough 1 Grove Street Peterborough, NH 03458	Member Number: 268	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ PO Box 23 Hooksett, NH 03106-9716
--	------------------------------	--

Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, if Not	
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence	
			General Aggregate	
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident) Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	7/1/2023 7/1/2024	7/1/2024 7/1/2025	<input checked="" type="checkbox"/> Statutory	
			Each Accident \$2,000,000	
			Disease - Each Employee \$2,000,000	
			Disease - Policy Limit	
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange By: <i>Mary Beth Pucell</i> Date: 5/1/2024 mpucell@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax
NH Department of Natural and Cultural Resources 172 Pembroke Road Concord, NH 03301			

GRANT AGREEMENT

RECEIVED

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

MAY 31 2024

DNCR

1. Identification and Definitions.

1.1. State Agency Name Department of Natural & Cultural Resources		1.2. State Agency Address 172 Pembroke Rd. Concord, NH 03301	
1.3. Grantee Name Audubon Society of New Hampshire		1.4. Grantee Address 84 Silk Rd. Concord, NH 03301	
1.5. Grantee Phone # 603-224-9909	1.6. Account Number 10-03500-37770000-074	1.7. Completion Date December 31, 2024	1.8. Grant Limitation \$ 80,000.00
1.9. Grant Officer for State Agency Jay Scarborough, RTP Coordinator		1.10. State Agency Telephone Number 603-271-3254	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 <i>Douglas A Bechtle</i>		1.12. Name & Title of Grantee Signor 1 Douglas A Bechtle, President	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s) Date: Craig Rennie <small>Digitally signed by Craig Rennie Date: 2024.06.17 11:10:25 +0400</small>		1.14. Name & Title of State Agency Signor(s) Craig Rennie, Bureau of Trails Chief Supervisor	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By: <i>Shirley Phillips</i>		Assistant Attorney General, On: 7/19/2024	
1.16. Approval by Governor and Council (if applicable)			
By:		On: / /	

2. **SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

Contractor Initials *DAB*
Date 5/21/24

0. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
1. **EFFECTIVE DATE: COMPLETION OF PROJECT.**
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
2. **GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.**
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
3. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
4. **RECORDS AND ACCOUNTS.**
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership
5. with the entity identified as the Grantee in block 1.3 of these provisions
- 8.1. **PERSONNEL.**
- The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized 8.2. to perform such Project under all applicable laws.
- The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with 8.3: the State, or who is a State officer or employee, elected or appointed.
- The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
6. **DATA: RETENTION OF DATA: ACCESS.**
- As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,
- computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
0. **CONDITIONAL NATURE OR AGREEMENT.** Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
1. **EVENT OF DEFAULT: REMEDIES.**
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"): 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
2. **TERMINATION.**
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination. In the event of Termination under paragraphs 10 or 12.4 of these general
- 12.2. provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- In the event of Termination under paragraphs 10 or 12.4 of these general
- 12.3. provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- Notwithstanding anything in this Agreement to the contrary, either the State or, 12.4. except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice. **CONFLICT OF INTEREST.** No officer, member or employee of the Grantee,
3. and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

0. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

1. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.

2. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. 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.

3. **INSURANCE.**

17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.

WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.

CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supercedes all prior agreements and understandings relating hereto.

SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Contractor Initials

DAB

Date 5/21/24

STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURL AND CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION
BUREAU OF TRAILS

Recreational Trails Program (RTP) Grant

EXHIBIT A – Special Provisions

1. The Grantee agrees to:

- a. Perform, as outlined in their application, services related to trail maintenance, restoration, development, acquisition, trail-side and trail-head facilities, operation of education programs promoting safety and environmental protection, or improving access and use of trails by persons with disabilities, in accordance with the **Infrastructure Investment and Jobs Act of 2021**.
- b. Provide adequate documentation in a format that fully accounts for and certifies that matching funds have been incurred on the project. The Grantee has pledged a minimum of **20%** of the total project cost or value; «\$20,000.00», to the match requirement.
- c. Submit a project progress report with each request for reimbursement. The report shall outline how each expense item has been applied to the project and provide a plan for future work. Failure to do so may result in the withholding of reimbursement by the State and may also result in impacts to future grant awards. The final billing submitted must be accompanied by the final progress report stating the project is 100% complete and provide color photos detailing the completeness of project.
- d. Provide in the first billing for materials/goods and equipment purchases, no less than 3 competitive vendor quotes for said equipment and goods/materials, if ≥ \$2,000 and service agreements are ≥ \$10,000.
- e. **FEDERAL FUNDING ACCOUNTABILITY and TRANSPARENCY ACT (FFATA)**. The Subrecipient shall comply with the terms of the FFATA by providing NHDNCR with their Unique Entity Identifier (Unique Entity ID), and all applicable Executive Compensation Data Information as required under the FFATA. A Unique Entity ID may be obtained by visiting <https://www.sam.gov>.
 - i. **SAM REGISTRATION**: The Subrecipient must have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>).
- f. On November 15, 2021, the **Infrastructure Investment and Jobs Act (IIJA)** was signed into law (the Bipartisan Infrastructure Law, or BIL), which includes the **Build America, Buy America Act (BABA)**. Pub. L. No. 117-58. BABA strengthens existing Buy America regulations and specifically states that no Federal funds made available for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials permanently incorporated into the project are produced in the United States. Any project within the scope of a finding, determination, or decision under the National Environmental Policy Act (NEPA), regardless of the funding source for the individual project, are subject to BABA regulations if at least one contract within the scope of the NEPA decision is funded Federally. This project is subject to BABA, and will require certification in the following item categories (an article, material, or supply should only be classified into one of the categories below):
 - i. On August 16, 2023, The US Department of Transportation found, based on public comment, that it was in the public interest to issue a waiver of BABA's domestic preferences for iron, steel, manufactured products, and construction materials under a single financial assistance award for which:
 1. The total amount of Federal financial assistance applied to the project, through awards or subawards, is below \$500,000.
 - ii. **Iron and Steel**: All iron and steel permanently incorporated into the project must be produced in the United States. The only exception to this requirement is the

Grantee Initials: DAB
Date: 5/21/24

production of pig iron and the processing, pelletizing, and reduction of iron ore, which may occur in another country. This means all manufacturing processes, from the initial melting stage through the application of coatings, must occur in the United States.

1. Steel products include, but are not limited to, structural steel, piles, reinforcing steel, structural plate, steel culverts, guardrail, steel supports for signs, signals (mast arms), and luminaires.
 2. Iron products include, but are not limited to, cast iron frames and grates.
- iii. **Manufactured Products***: All manufactured products permanently incorporated into the project must be produced in the United States. This means the manufactured product must be manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States must be greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
1. **The Federal Highway Administration (FHWA) has a longstanding Buy America nationwide General Applicability Waiver for Manufactured Products. As of the date of this Special Attention, FHWA has not modified the waiver, and the waiver continues to apply to manufactured products that are not predominantly steel and iron. Manufactured products that are predominantly steel or iron remain subject to Buy America and now BABA certification.*
- iv. **Construction Materials**: All construction materials permanently incorporated into the project must be manufactured in the United States. This means the final manufacturing process and the immediately preceding manufacturing stage for the construction material must occur in the United States.
1. Construction Materials include an article, material, or supply that is or consists primarily of:
 - a. Non-ferrous metals;
 - b. Plastic and polymer-based products (including polyvinylchloride, composite build materials, and polymers used in fiber optic cables);
 - c. Glass (including optic glass);
 - d. Lumber; or
 - e. Drywall.
 2. Construction Materials do not include:
 - a. Items of primarily iron or steel;
 - b. Manufactured Products;
 - c. Cement and cementitious materials;
 - d. Aggregates such as stone, sand, or gravel; or
 - e. Aggregate binding agents or additives.
 3. Items that consist of two or more of the listed materials that have been combined through a manufacturing process, and items that include at least one of the listed materials combined through a manufacturing process with a material that is not listed, should be treated as manufactured products, rather than as construction materials. Equipment, tools, and temporary items are not required to meet the BABA requirements.
- v. A **Certificate of Compliance**, conforming to the requirements of Section 106.04, shall be furnished for all above materials, regardless of item category. The form for this certification is entitled "Certificate of Compliance" and can be found at www.NHDOT.com.
- vi. For steel and Iron materials and for manufactured products produced predominantly of steel or iron, records to be maintained by the Contractor for compliance with this Special Attention shall include a signed mill test report and a signed certification by

Grantee Initials:

Date:

DAB
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each supplier, distributor, fabricator, and manufacturer that has handled the materials affirming that every process, including the application of a coating, performed on the steel or iron has been carried out in the United States of America, except as allowed by this Special Attention. The lack of these certifications will be justification for rejection of the material provided.

- vii. **Manufacturer's certificate of compliance for construction materials must identify where the construction material was manufactured and attest specifically to compliance with BABA.**
 - viii. The requirements of said law and regulations do not prevent a minimal use of foreign steel and iron materials if the cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total contract price or \$2,500.00, whichever is greater.
 - ix. Upon completion of the project, the Contractor shall certify in writing as to compliance with BABA and also provide the total project delivered cost of all foreign steel and iron, provided under this requirement, that are permanently incorporated into the project. The form for this certification is entitled "Build America, Buy America Certificate of Compliance" and can be found at www.NHDOT.com.
- g. Disposal of equipment in any manner shall require written authorization from the SoNH-DNCR, Bureau of Trails (Bureau). Equipment may be traded or sold by a Grantee which will no longer provide services on trails used by the general public provided that receipts from the sale when greater than \$5,000 be returned to the Bureau in the same proportion as originally funded by the Bureau as a credit to the RTP program. Equipment with a current fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further responsibility to the Bureau.
 - h. Display on equipment purchased through the RTP fund, in a location(s) designated by the Bureau, at least 1 but not more than 2 decals indicating that the equipment has been partially funded by this program. Decals shall be provided by the Bureau.
 - i. Maintain equipment purchased with RTP funds in good mechanical condition.
 - j. Provide an **equipment report** on the condition and location of trail equipment purchased with grant funds to be submitted annually by December 31st for the useful life of the equipment as documented by the grantee for tax purposes. The Grantee agrees to retain and use any acquired equipment for intended recreational trail maintenance purposes for its useful life.
 - k. Submit to all requested inspections and audits by State and Federal officials which relate to the services and payments under this grant.
2. Project progress inspections may be conducted by State or Federal representatives. State representatives may, at any time, inspect the project and review the Grantee's records and files. Upon notification of project completion, the State will inspect projects and prepare a written report. Recommendations for corrective actions will be made, if appropriate. A copy of the report will be sent to the Grantee. Deficiencies, if any, shall be corrected and reported, in writing to the State within 21 days of receipt of the inspection report. Final reimbursement will not be made until deficiencies are corrected.

3. Penalties

- a. Termination of Grant: Any failure by the Grantee to abide by or carry out any of the terms or conditions of this grant shall, at the discretion of the State, result in termination of this grant, if, after notice to the Grantee, said default is not remedied within ten (10) days. In the event of termination, no further payments shall be made by the State.
- b. Denial of Future RTP Funds: Failure to comply with any and all terms or conditions of this grant may result in denial of future RTP funds for no less than 2 years from the current grant year.

4. Indemnification

Grantee Initials
Date

VZAB
5/21/24

Add the following sentence to the end of Section 16.

Grantee's liability for claims arising under Paragraph 16 shall be limited to its insured amounts under Paragraph 17.1.2 of this Agreement.

5. Insurance

Delete Paragraph 17.1.2 of the G-1 and replace with the following:

17.1.2 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.

Add new Paragraph 17.3 as follows:

The insurance requirements in Paragraph 17.1-17.2 shall not apply to grantees who utilize grant funds solely to purchase equipment and will not perform or subcontract any labor paid for with grant funds.

Grantees must maintain insurance coverage, sufficient to cover the actual cash value of any equipment purchased or reconditioned through the Recreational Trails Program for the term of the RTP award pursuant to Title 2 CFR 200.310. The insurance policy shall name the Department of Natural and Cultural Resources, Bureau of Trails, Recreational Trails Program as a certificate holder.

EXHIBIT B – Scope of Work

Grantee agrees to apply RTP funds from this grant to the project(s) described in the Grantee's Grant Application and approved budget. Grantee may subcontract project work under this grant, provided that reimbursement for subcontracted work shall be subject to review by the State for compliance with grant program requirements.

EXHIBIT C – Payment Terms

Grant Award, Cost Sharing, Total Project Cost, and Method of Payment

1. The State agrees to reimburse the Grantee in accordance with the application rules subject to the following:
 - a. The Grantee must pay 100% of the cost of an item before submitting a request for reimbursement of eligible costs. The Grantee shall submit invoices for actual costs incurred. Reimbursement from the State will take approximately 60 days. Invoices indicating payment in full for the purchase of equipment must accompany billing. Billings must be:
 - i. Within 30 days of incurring the cost(s);
 - ii. Include proof of payment such as credit card receipts or cancelled checks (front and back); and
 - iii. Provide a match form showing a 20% match has been met for the total cost of the billing until total match for project is met.
 - b. A request for reimbursement may not be submitted to the State for less than 25% of the total grant amount. The final 25% of the total grant amount may be withheld until the project is verified complete by the state, the federal grantor agency, or their representatives. Standard reimbursement forms will be provided by the State. All match amounts shall be accounted for before final payment.
 - c. Reimbursements will be made only for items that were listed on the Project Application and

Grantee Initials

Date

DAB
5/21/24

subsequent approved amendments.

Organization Name: «Audubon Society of New Hampshire»
Vendor Code: «177508»
Unique Entity ID: «ESFRKN3NYSE9»
Grant #: «24-20»
Appropriation Code: 37770000-074-500585

Grant Amount: «\$80,000.00»
Match Required: «\$20,000.00»
Total Project Cost: «\$100,000.00»

The maximum amount of funds available to the Grantee pursuant to this agreement shall be «\$80,000.00». It is further understood and agreed that the Grantee shall only be reimbursed on the basis of actual costs incurred, and that the State's determination of eligible and approved costs shall be final in all cases.

Term of Grant

This grant, and the obligations of the parties hereunder, shall become effective upon FHWA and Governor and Council approval. The term of this grant shall run from the commencement date through December 31st, 2024.

Grantee Initials DAB
Date 5/21/24

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that THE AUDUBON SOCIETY OF NEW HAMPSHIRE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on June 29, 1920. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 61257

Certificate Number: 0006612222



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 14th day of March A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

Business Information

Business Details

Business Name:	THE AUDUBON SOCIETY OF NEW HAMPSHIRE	Business ID:	61257
Business Type:	Domestic Nonprofit Corporation	Business Status:	Good Standing
Business Creation Date:	06/29/1920	Name in State of Incorporation:	Not Available
Date of Formation in Jurisdiction:	06/29/1920		
Principal Office Address:	84 Silk Farm Road, Concord, NH, 03301, USA	Mailing Address:	84 Silk Farm Road, Concord, NH, 03301, USA
Citizenship / State of Incorporation:	Domestic/New Hampshire		
		Last Nonprofit Report Year:	2020
		Next Report Year:	2025
Duration:	Perpetual		
Business Email:	NONE	Phone #:	NONE
Notification Email:	NONE	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / TO PROTECT AND ENHANCE NEW HAMPSHIRE'S NATURAL ENVIRONMENT FOR WILDLIFE AND PEOPLE.	

Principals Information

Name/Title	Business Address
Melissa Smart / Chairman of the Board of Directors	84 Silk Farm Road, Concord, NH, 03301, USA
Michael Amaral / Other Officer	84 Silk Farm Road, Concord, NH, 03301, USA
Christopher Picotte / Treasurer	84 Silk Farm Road, Concord, NH, 03301, USA
David Howe / Secretary	84 Silk Farm Road, Concord, NH, 03301, USA
Mavis Brittelli / Director	84 Silk Farm Road, Concord, NH, 03301, USA

1 Page 1 of 3, records 1 to 5 of 13

Registered Agent Information

Name: Not Available

Registered Office: Not Available

Address:

Registered Mailing: Not Available

Address:

Corporate Resolution

I, Susan Martin (Name of person attesting), hereby certify that I am duly elected Clerk/Secretary/Officer of Audubon Society of NH (Name of Corporation). I hereby certify the following is a true of a vote taken at a

meeting of the Board of Directors/shareholders, duly called and held on February 28 2023, at which a quorum of the directors/shareholders were present and voting.

Voted: That Doug Bechtel, Hope Jordan, Marc Nutter (Name and Title) (may list more than one person) is duly

authorized to enter into contracts or agreements on behalf of Audubon Society of NH (Name of Corporation)

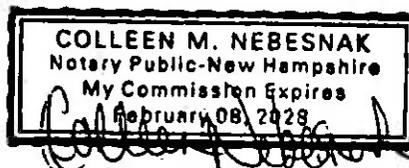
with the State of New Hampshire and any of its agencies and departments and further is authorized to execute any documents which may in his/her judgement to be desirable or necessary to affect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as the date of the contract to which this certificate is attached. This authority shall remain valid for thirty (30) days from the date of this Corporate Resolution. I further certify that it is understood the State of New Hampshire will rely on this certificate as evidence the person(s) listed above currently occupy the positions(s) indicated and that they have full authority to bind the corporation. To the extent that there are limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: June 11, 2024

ATTEST: Susan C. Martin (Signature of person attesting)

TITLE: Secretary of the Board (Title of person attesting)



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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	CONTACT NAME: Brenda Buck CPCU, CIC, CPIW	
	PHONE (A/C, No, Ext): 855 874-0123	FAX (A/C, No):
E-MAIL ADDRESS: brenda.buck@usi.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Philadelphia Indemnity Insurance Co.		18058
INSURER B : Acadia Insurance Company		31325
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		PHPK2671739	04/01/2024	04/01/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$20,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			PHPK2671740	04/01/2024	04/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000	X		PHUB906122	04/01/2024	04/01/2025	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCA000535943	04/01/2024	04/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

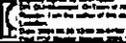
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Additional Insured as required by Written Contract per forms attached to the policy.

CERTIFICATE HOLDER State of New Hampshire Dept. of Natural & Cultural Resources 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 
--	--

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name Department of Natural & Cultural Resources		1.2. State Agency Address 172 Pembroke Rd. Concord, NH 03301	
1.3. Grantee Name Atkinson Conservation Commission		1.4. Grantee Address 19 Academy Ave. Atkinson, NH 03811	
1.5 Grantee Phone # 603-490-1582	1.6. Account Number 10-03500-37770000-074	1.7. Completion Date December 31, 2024	1.8. Grant Limitation \$ 61,804.00
1.9. Grant Officer for State Agency Jay Scarborough, RTP Coordinator		1.10. State Agency Telephone Number 603-271-3254	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 John Apple 		1.12. Name & Title of Grantee Signor 1 John Apple, Town Administrator	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s) Date: Craig Rennie <small>Digitally signed by Craig Rennie Date: 2024.06.11 11:55:11 -04'00'</small>		1.14. Name & Title of State Agency Signor(s) Craig Rennie, Bureau of Trails Chief Supervisor	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By:  Assistant Attorney General, On: 7/19/2024			
1.16. Approval by Governor and Council (if applicable) By: _____ On: / /			

2. **SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

Contractor Initials JA
Date 05/23/2024

0. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
1. **EFFECTIVE DATE; COMPLETION OF PROJECT.**
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
2. **GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.**
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
3. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
4. **RECORDS and ACCOUNTS.**
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership
5. with the entity identified as the Grantee in block 1.3 of these provisions
- 8.1. **PERSONNEL.**
The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized 8.2. to perform such Project under all applicable laws.
The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with 8.3. the State, or who is a State officer or employee, elected or appointed.
The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
6. **DATA; RETENTION OF DATA; ACCESS.**
As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,
- computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
0. **CONDITIONAL NATURE OR AGREEMENT.** Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
1. **EVENT OF DEFAULT; REMEDIES.**
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"): 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
11.1.2 Failure to submit any report required hereunder; or
11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
2. **TERMINATION.**
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
Notwithstanding anything in this Agreement to the contrary, either the State or, 12.4. except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
- CONFLICT OF INTEREST.** No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
0. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
1. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
2. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. 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.
3. **INSURANCE.**
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
4. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
5. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
6. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
7. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
8. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
9. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
10. **SPECIAL PROVISIONS.** The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Contractor Initials JA
Date 5/23/2019

STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURL AND CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION
BUREAU OF TRAILS

Recreational Trails Program (RTP) Grant

EXHIBIT A – Special Provisions

1. The Grantee agrees to:
 - a. Perform, as outlined in their application, services related to trail maintenance, restoration, development, acquisition, trail-side and trail-head facilities, operation of education programs promoting safety and environmental protection, or improving access and use of trails by persons with disabilities, in accordance with the **Infrastructure Investment and Jobs Act of 2021**.
 - b. Provide adequate documentation in a format that fully accounts for and certifies that matching funds have been incurred on the project. The Grantee has pledged a minimum of **20%** of the total project cost or value; «\$15,451.00», to the match requirement.
 - c. Submit a project progress report with each request for reimbursement. The report shall outline how each expense item has been applied to the project and provide a plan for future work. Failure to do so may result in the withholding of reimbursement by the State and may also result in impacts to future grant awards. The final billing submitted must be accompanied by the final progress report stating the project is 100% complete and provide color photos detailing the completeness of project.
 - d. Provide in the first billing for materials/goods and equipment purchases, no less than 3 competitive vendor quotes for said equipment and goods/materials, if ≥ \$2,000 and service agreements are ≥ \$10,000.
 - e. **FEDERAL FUNDING ACCOUNTABILITY and TRANSPARENCY ACT (FFATA)**. The Subrecipient shall comply with the terms of the FFATA by providing NHDNCR with their Unique Entity Identifier (Unique Entity ID), and all applicable Executive Compensation Data information as required under the FFATA. A Unique Entity ID may be obtained by visiting <https://www.sam.gov>.
 - i. **SAM REGISTRATION**: The Subrecipient must have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>).
 - f. On November 15, 2021, the **Infrastructure Investment and Jobs Act (IIJA)** was signed into law (the Bipartisan Infrastructure Law, or BIL), which includes the **Build America, Buy America Act (BABA)**. Pub. L. No. 117-58. BABA strengthens existing Buy America regulations and specifically states that no Federal funds made available for infrastructure may be obligated for a project unless all of the **iron, steel, manufactured products, and construction materials** permanently incorporated into the project are **produced in the United States**. Any project within the scope of a finding, determination, or decision under the National Environmental Policy Act (NEPA), regardless of the funding source for the individual project, are subject to BABA regulations if at least one contract within the scope of the NEPA decision is funded Federally. This project is subject to BABA, and will require certification in the following item categories (an article, material, or supply should only be classified into one of the categories below):
 - i. On August 16, 2023, The US Department of Transportation found, based on public comment, that it was in the public interest to issue a waiver of BABA's domestic preferences for iron, steel, manufactured products, and construction materials under a single financial assistance award for which:
 1. The total amount of Federal financial assistance applied to the project, through awards or subawards, is **below \$500,000**.
 - ii. **Iron and Steel**: All iron and steel permanently incorporated into the project must be produced in the United States. The only exception to this requirement is the

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production of pig iron and the processing, pelletizing, and reduction of iron ore, which may occur in another country. This means all manufacturing processes, from the initial melting stage through the application of coatings, must occur in the United States.

1. Steel products include, but are not limited to, structural steel, piles, reinforcing steel, structural plate, steel culverts, guardrail, steel supports for signs, signals (mast arms), and luminaires.
 2. Iron products include, but are not limited to, cast iron frames and grates.
- iii. **Manufactured Products***: All manufactured products permanently incorporated into the project must be produced in the United States. This means the manufactured product must be manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States must be greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
1. **The Federal Highway Administration (FHWA) has a longstanding Buy America nationwide General Applicability Waiver for Manufactured Products. As of the date of this Special Attention, FHWA has not modified the waiver, and the waiver continues to apply to manufactured products that are not predominantly steel and iron. Manufactured products that are predominantly steel or iron remain subject to Buy America and now BABA certification.*
- iv. **Construction Materials**: All construction materials permanently incorporated into the project must be manufactured in the United States. This means the final manufacturing process and the immediately preceding manufacturing stage for the construction material must occur in the United States.
1. Construction Materials include an article, material, or supply that is or consists primarily of:
 - a. Non-ferrous metals;
 - b. Plastic and polymer-based products (including polyvinylchloride, composite build materials, and polymers used in fiber optic cables);
 - c. Glass (including optic glass);
 - d. Lumber; or
 - e. Drywall.
 2. Construction Materials do not include:
 - a. Items of primarily iron or steel;
 - b. Manufactured Products;
 - c. Cement and cementitious materials;
 - d. Aggregates such as stone, sand, or gravel; or
 - e. Aggregate binding agents or additives.
 3. Items that consist of two or more of the listed materials that have been combined through a manufacturing process, and items that include at least one of the listed materials combined through a manufacturing process with a material that is not listed, should be treated as manufactured products, rather than as construction materials. Equipment, tools, and temporary items are not required to meet the BABA requirements.
- v. A **Certificate of Compliance**, conforming to the requirements of Section 106.04, shall be furnished for all above materials, regardless of item category. The form for this certification is entitled "Certificate of Compliance" and can be found at www.NHDOT.com.
- vi. For steel and iron materials and for manufactured products produced predominantly of steel or iron, records to be maintained by the Contractor for compliance with this Special Attention shall include a **signed mill test report** and a signed certification by

Grantee Initials JA
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each supplier, distributor, fabricator, and manufacturer that has handled the materials affirming that every process, including the application of a coating, performed on the steel or iron has been carried out in the United States of America, except as allowed by this Special Attention. **The lack of these certifications will be justification for rejection of the material provided.**

- vii. **Manufacturer's certificate of compliance for construction materials must identify where the construction material was manufactured and attest specifically to compliance with BABA.**
 - viii. The requirements of said law and regulations do not prevent a minimal use of foreign steel and iron materials if the cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total contract price or **\$2,500.00**, whichever is greater.
 - ix. Upon completion of the project, the Contractor shall certify in writing as to compliance with BABA and also provide the total project delivered cost of all foreign steel and iron, provided under this requirement, that are permanently incorporated into the project. The form for this certification is entitled "**BUILD AMERICA, BUY AMERICA Certificate of Compliance**" and can be found at www.NHDOT.com.
 - g. Disposal of equipment in any manner shall require written authorization from the SoNH-DNCR, Bureau of Trails (Bureau). Equipment may be traded or sold by a Grantee which will no longer provide services on trails used by the general public provided that receipts from the sale when greater than \$5,000 be returned to the Bureau in the same proportion as originally funded by the Bureau as a credit to the RTP program. Equipment with a current fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further responsibility to the Bureau.
 - h. Display on equipment purchased through the RTP fund, in a location(s) designated by the Bureau, at least 1 but not more than 2 decals indicating that the equipment has been partially funded by this program. Decals shall be provided by the Bureau.
 - i. Maintain equipment purchased with RTP funds in good mechanical condition.
 - j. Provide an **equipment report** on the condition and location of trail equipment purchased with grant funds to be **submitted annually by December 31st for the useful life of the equipment** as documented by the grantee for tax purposes. The Grantee agrees to retain and use any acquired equipment for intended recreational trail maintenance purposes for its useful life.
 - k. Submit to all requested inspections and audits by State and Federal officials which relate to the services and payments under this grant.
2. Project progress inspections may be conducted by State or Federal representatives. State representatives may, at any time, inspect the project and review the Grantee's records and files. Upon notification of project completion, the State will inspect projects and prepare a written report. Recommendations for corrective actions will be made, if appropriate. A copy of the report will be sent to the Grantee. Deficiencies, if any, shall be corrected and reported, in writing to the State within 21 days of receipt of the inspection report. Final reimbursement will not be made until deficiencies are corrected.
3. **Penalties**
- a. **Termination of Grant:** Any failure by the Grantee to abide by or carry out any of the terms or conditions of this grant shall, at the discretion of the State, result in termination of this grant, if, after notice to the Grantee, said default is not remedied within ten (10) days. In the event of termination, no further payments shall be made by the State.
 - b. **Denial of Future RTP Funds:** Failure to comply with any and all terms or conditions of this grant may result in denial of future RTP funds for no less than 2 years from the current grant year.
4. **Indemnification**

Grantee Initials JA
Date 05/23/2024

Add the following sentence to the end of Section 16.

Grantee's liability for claims arising under Paragraph 16 shall be limited to its insured amounts under Paragraph 17.1.2 of this Agreement.

5. Insurance

Delete Paragraph 17.1.2 of the G-1 and replace with the following:

17.1.2 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.

Add new Paragraph 17.3 as follows:

The insurance requirements in Paragraph 17.1–17.2 shall not apply to grantees who utilize grant funds solely to purchase equipment and will not perform or subcontract any labor paid for with grant funds.

Grantees must maintain insurance coverage, sufficient to cover the actual cash value of any equipment purchased or reconditioned through the Recreational Trails Program for the term of the RTP award pursuant to Title 2 CFR 200.310. The insurance policy shall name the Department of Natural and Cultural Resources, Bureau of Trails, Recreational Trails Program as a certificate holder.

EXHIBIT B – Scope of Work

Grantee agrees to apply RTP funds from this grant to the project(s) described in the Grantee's Grant Application and approved budget. Grantee may subcontract project work under this grant, provided that reimbursement for subcontracted work shall be subject to review by the State for compliance with grant program requirements.

EXHIBIT C – Payment Terms

Grant Award, Cost Sharing, Total Project Cost, and Method of Payment

1. The State agrees to reimburse the Grantee in accordance with the application rules subject to the following:
 - a. The Grantee must pay 100% of the cost of an item before submitting a request for reimbursement of eligible costs. The Grantee shall submit invoices for actual costs incurred. Reimbursement from the State will take approximately 60 days. Invoices indicating payment in full for the purchase of equipment must accompany billing. Billings must be:
 - i. Within 30 days of incurring the cost(s);
 - ii. Include proof of payment such as credit card receipts or cancelled checks (front and back); and
 - iii. Provide a match form showing a 20% match has been met for the total cost of the billing until total match for project is met.
 - b. A request for reimbursement may not be submitted to the State for less than 25% of the total grant amount. The final 25% of the total grant amount may be withheld until the project is verified complete by the state, the federal grantor agency, or their representatives. Standard reimbursement forms will be provided by the State. All match amounts shall be accounted for before final payment.
 - c. Reimbursements will be made only for items that were listed on the Project Application and

Grantee Initials JA
Date 05/23/2024

subsequent approved amendments.

Organization Name: «Atkinson Conservation Commission»
Vendor Code: «177232»
Unique Entity ID: «KTMBAGN3AKZ1»
Grant #: «24-22»
Appropriation Code: 37770000-074-500585

Grant Amount: «\$61,804.00»
Match Required: «\$15,451.00»
Total Project Cost: «\$77,255.00»

The maximum amount of funds available to the Grantee pursuant to this agreement shall be «\$61,804.00». It is further understood and agreed that the Grantee shall only be reimbursed on the basis of actual costs incurred, and that the State's determination of eligible and approved costs shall be final in all cases.

Term of Grant

This grant, and the obligations of the parties hereunder, shall become effective upon FHWA and Governor and Council approval. The term of this grant shall run from the commencement date through December 31st, 2024.

Grantee Initials JA
Date 05/23/2024

Municipality Certification of Authority

I, Julianna C. Hale (Name), hereby certify/attest that I am duly elected Clerk/Secretary of Atkinson (Name of Municipality), New Hampshire. I hereby certify the following is a true copy of the resolution adopted during a meeting of the Municipality Officers, duly called and held on June 5, 2023, at which a quorum of the Municipality Officers were present and voting.

RESOLVED: That John Apple Town Administrator (Name and Title of Official Signing the Agreement) is duly authorized to enter into contracts or agreements on behalf of Atkinson (Name of Municipality) with the State of New Hampshire, acting by and through the Department of Natural and Cultural Resources, and is further authorized to execute any documents on behalf of this Municipality which may be in his/her judgement desirable or necessary to effect the purpose of this resolution.

I hereby certify that the foregoing resolution has not been amended or repealed and remains in full force and effect as of May 30, 2024. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the Municipality. This authority **remains valid for thirty (30) days** from the date of this certificate.

DATED: May 30, 2024

ATTEST

Julianna C. Hale
(Secretary/Clerk Signature Completing this Certificate)



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Town of Atkinson 19 Academy Avenue Atkinson, NH 03811	Member Number: 110	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ PO Box 23 Hooksett, NH 03106-9716
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply	
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2024	1/1/2025	Each Occurrence	\$ 1,000,000
			General Aggregate	\$ 2,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
<input type="checkbox"/> Workers' Compensation & Employers' Liability			Statutory	
			Each Accident	
			Disease - Each Employee	
			Disease - Policy Limit	
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: With regards to the grant agreement. The certificate holder is named as Additional Covered Party, but only to the extent liability is based solely on the negligence or wrongful acts of the member, its employees, agents, officials or volunteers. This coverage does not extend to others. Any liability resulting from the negligence or wrongful acts of the Additional Covered Party, or their employees, agents, contractors, members, officers, directors or affiliates is not covered.

CERTIFICATE HOLDER:	<input checked="" type="checkbox"/>	Additional Covered Party		Loss Payee	Primex ³ - NH Public Risk Management Exchange
State of NH, Department of Natural and Cultural Resources 172 Pembroke Road Concord, NH 03301					By: <i>Mary Beth Purcell</i>
					Date: 5/24/2024 mpurcell@nhprimex.org
					Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Town of Atkinson 19 Academy Avenue Atkinson, NH 03811	Member Number: 110	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ PO Box 23 Hooksett, NH 03106-9716
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			<input type="checkbox"/> Each Occurrence <input type="checkbox"/> General Aggregate <input type="checkbox"/> Fire Damage (Any one fire) <input type="checkbox"/> Med Exp (Any one person)
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			<input type="checkbox"/> Combined Single Limit (Each Accident) <input type="checkbox"/> Aggregate
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> Statutory <input type="checkbox"/> Each Accident \$2,000,000 <input type="checkbox"/> Disease – Each Employee \$2,000,000 <input type="checkbox"/> Disease – Policy Limit
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			<input type="checkbox"/> Blanket Limit, Replacement Cost (unless otherwise stated)

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex ³ – NH Public Risk Management Exchange
			By: <i>Mary Beth Pincell</i>
State of New Hampshire Department of Natural & Cultural Resources 172 Pembroke Rd Concord, NH 03301			Date: 5/24/2024 mpurcell@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name Department of Natural & Cultural Resources		1.2. State Agency Address 172 Pembroke Rd. Concord, NH 03301	
1.3. Grantee Name Bedford Conservation Commission		1.4. Grantee Address 24 North Amherst Rd. Bedford, NH 03110	
1.5. Grantee Phone # 603-792-1320	1.6. Account Number 10-03500-37770000-074	1.7. Completion Date December 31, 2024	1.8. Grant Limitation \$ 35,599.02
1.9. Grant Officer for State Agency Jay Scarborough, RTP Coordinator		1.10. State Agency Telephone Number 603-271-3254	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 Rick Sawyer, Town Manager	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13. State Agency Signature(s) Date: Craig Rennie <small>Digitally signed by Craig Rennie Date: 2024.08.11 11:55:36 +04'00'</small>		1.14. Name & Title of State Agency Signor(s) Craig Rennie, Bureau of Trails Chief Supervisor	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By:  Assistant Attorney General, On: 7/19/2024			
1.16. Approval by Governor and Council (if applicable) By: On: / /			

2. **SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

Contractor Initials RFS
Date 5/28/24

0. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
1. **EFFECTIVE DATE; COMPLETION OF PROJECT.**
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
2. **GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.**
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
3. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
4. **RECORDS and ACCOUNTS.**
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions
- 8.1. **PERSONNEL.**
The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
6. **DATA; RETENTION OF DATA; ACCESS.**
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
0. **CONDITIONAL NATURE OR AGREEMENT.** Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
1. **EVENT OF DEFAULT; REMEDIES.**
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"): 11.1.1 Failure to perform the Project satisfactorily or on schedule; or 11.1.2 Failure to submit any report required hereunder; or 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement. 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions: 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
2. **TERMINATION.**
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder. Notwithstanding anything in this Agreement to the contrary, either the State or, 12.4. except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice. **CONFLICT OF INTEREST.** No officer, member or employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

0. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

1. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.

2. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. 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.

3. **INSURANCE.**

17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.

WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.

CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Contractor Initials RYS
Date 5/29/24

STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION
BUREAU OF TRAILS

Recreational Trails Program (RTP) Grant

EXHIBIT A – Special Provisions

1. The Grantee agrees to:
 - a. Perform, as outlined in their application, services related to trail maintenance, restoration, development, acquisition, trail-side and trail-head facilities, operation of education programs promoting safety and environmental protection, or improving access and use of trails by persons with disabilities, in accordance with the **Infrastructure Investment and Jobs Act of 2021**.
 - b. Provide adequate documentation in a format that fully accounts for and certifies that matching funds have been incurred on the project. The Grantee has pledged a minimum of **20%** of the total project cost or value; «\$8,899.76», to the match requirement.
 - c. Submit a project progress report with each request for reimbursement. The report shall outline how each expense item has been applied to the project and provide a plan for future work. Failure to do so may result in the withholding of reimbursement by the State and may also result in impacts to future grant awards. The final billing submitted must be accompanied by the final progress report stating the project is 100% complete and provide color photos detailing the completeness of project.
 - d. Provide in the first billing for materials/goods and equipment purchases, no less than 3 competitive vendor quotes for said equipment and goods/materials, if \geq \$2,000 and service agreements are \geq \$10,000.
 - e. **FEDERAL FUNDING ACCOUNTABILITY and TRANSPARENCY ACT (FFATA)**. The Subrecipient shall comply with the terms of the FFATA by providing NHDNCR with their Unique Entity Identifier (Unique Entity ID), and all applicable Executive Compensation Data information as required under the FFATA. A Unique Entity ID may be obtained by visiting <https://www.sam.gov>.
 - i. **SAM REGISTRATION**: The Subrecipient must have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>).
 - f. On November 15, 2021, the **Infrastructure Investment and Jobs Act (IIJA)** was signed into law (the Bipartisan Infrastructure Law, or BIL), which includes the **Build America, Buy America Act (BABA)**. Pub. L. No. 117-58. BABA strengthens existing Buy America regulations and specifically states that no Federal funds made available for infrastructure may be obligated for a project unless all of the **iron, steel, manufactured products, and construction materials** permanently incorporated into the project are **produced in the United States**. Any project within the scope of a finding, determination, or decision under the National Environmental Policy Act (NEPA), regardless of the funding source for the individual project, are subject to BABA regulations if at least one contract within the scope of the NEPA decision is funded Federally. This project is subject to BABA, and will require certification in the following item categories (an article, material, or supply should only be classified into one of the categories below):
 - i. On August 16, 2023, The US Department of Transportation found, based on public comment, that it was in the public interest to issue a waiver of BABA's domestic preferences for iron, steel, manufactured products, and construction materials under a single financial assistance award for which:
 1. The total amount of Federal financial assistance applied to the project, through awards or subawards, is **below \$500,000**.
 - ii. **Iron and Steel**: All iron and steel permanently incorporated into the project must be produced in the United States. The only exception to this requirement is the

Grantee Initials *RSS*
Date *5/24/24*

production of pig iron and the processing, pelletizing, and reduction of iron ore, which may occur in another country. This means all manufacturing processes, from the initial melting stage through the application of coatings, must occur in the United States.

1. Steel products include, but are not limited to, structural steel, piles, reinforcing steel, structural plate, steel culverts, guardrail, steel supports for signs, signals (mast arms), and luminaires.
 2. Iron products include, but are not limited to, cast iron frames and grates.
- iii. **Manufactured Products***: All manufactured products permanently incorporated into the project must be produced in the United States. This means the manufactured product must be manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States must be greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
1. **The Federal Highway Administration (FHWA) has a longstanding Buy America nationwide General Applicability Waiver for Manufactured Products. As of the date of this Special Attention, FHWA has not modified the waiver, and the waiver continues to apply to manufactured products that are not predominantly steel and iron. Manufactured products that are predominantly steel or iron remain subject to Buy America and now BABA certification.*
- iv. **Construction Materials**: All construction materials permanently incorporated into the project must be manufactured in the United States. This means the final manufacturing process and the immediately preceding manufacturing stage for the construction material must occur in the United States.
1. Construction Materials include an article, material, or supply that is or consists primarily of:
 - a. Non-ferrous metals;
 - b. Plastic and polymer-based products (including polyvinylchloride, composite build materials, and polymers used in fiber optic cables);
 - c. Glass (including optic glass);
 - d. Lumber; or
 - e. Drywall.
 2. Construction Materials do not include:
 - a. Items of primarily iron or steel;
 - b. Manufactured Products;
 - c. Cement and cementitious materials;
 - d. Aggregates such as stone, sand, or gravel; or
 - e. Aggregate binding agents or additives.
 3. Items that consist of two or more of the listed materials that have been combined through a manufacturing process, and items that include at least one of the listed materials combined through a manufacturing process with a material that is not listed, should be treated as manufactured products, rather than as construction materials. Equipment, tools, and temporary items are not required to meet the BABA requirements.
- v. A **Certificate of Compliance**, conforming to the requirements of Section 106.04, shall be furnished for all above materials, regardless of item category. The form for this certification is entitled "Certificate of Compliance" and can be found at www.NHDOT.com.
- vi. For steel and iron materials and for manufactured products produced predominantly of steel or iron, records to be maintained by the Contractor for compliance with this Special Attention shall include a signed mill test report and a signed certification by

Grantee Initials RS
Date 5/20/24

each supplier, distributor, fabricator, and manufacturer that has handled the materials affirming that every process, including the application of a coating, performed on the steel or iron has been carried out in the United States of America, except as allowed by this Special Attention. The lack of these certifications will be justification for rejection of the material provided.

- vii. **Manufacturer's certificate of compliance for construction materials must identify where the construction material was manufactured and attest specifically to compliance with BABA.**
 - viii. The requirements of said law and regulations do not prevent a minimal use of foreign steel and iron materials if the cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total contract price or \$2,500.00, whichever is greater.
 - ix. Upon completion of the project, the Contractor shall certify in writing as to compliance with BABA and also provide the total project delivered cost of all foreign steel and iron, provided under this requirement, that are permanently incorporated into the project. The form for this certification is entitled "Build America, Buy America Certificate of Compliance" and can be found at www.NHDOT.com.
 - g. Disposal of equipment in any manner shall require written authorization from the SoNH-DNCR, Bureau of Trails (Bureau). Equipment may be traded or sold by a Grantee which will no longer provide services on trails used by the general public provided that receipts from the sale when greater than \$5,000 be returned to the Bureau in the same proportion as originally funded by the Bureau as a credit to the RTP program. Equipment with a current fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further responsibility to the Bureau.
 - h. Display on equipment purchased through the RTP fund, in a location(s) designated by the Bureau, at least 1 but not more than 2 decals indicating that the equipment has been partially funded by this program. Decals shall be provided by the Bureau.
 - i. Maintain equipment purchased with RTP funds in good mechanical condition.
 - j. Provide an **equipment report** on the condition and location of trail equipment purchased with grant funds to be submitted annually by December 31st for the useful life of the equipment as documented by the grantee for tax purposes. The Grantee agrees to retain and use any acquired equipment for intended recreational trail maintenance purposes for its useful life.
 - k. Submit to all requested inspections and audits by State and Federal officials which relate to the services and payments under this grant.
2. Project progress inspections may be conducted by State or Federal representatives. State representatives may, at any time, inspect the project and review the Grantee's records and files. Upon notification of project completion, the State will inspect projects and prepare a written report. Recommendations for corrective actions will be made, if appropriate. A copy of the report will be sent to the Grantee. Deficiencies, if any, shall be corrected and reported, in writing to the State within 21 days of receipt of the inspection report. Final reimbursement will not be made until deficiencies are corrected.

3. Penalties

- a. Termination of Grant: Any failure by the Grantee to abide by or carry out any of the terms or conditions of this grant shall, at the discretion of the State, result in termination of this grant, if, after notice to the Grantee, said default is not remedied within ten (10) days. In the event of termination, no further payments shall be made by the State.
- b. Denial of Future RTP Funds: Failure to comply with any and all terms or conditions of this grant may result in denial of future RTP funds for no less than 2 years from the current grant year.

4. Indemnification

Grantee Initials RYS
Date 5/28/21

Add the following sentence to the end of Section 16.

Grantee's liability for claims arising under Paragraph 16 shall be limited to its insured amounts under Paragraph 17.1.2 of this Agreement.

5. Insurance

Delete Paragraph 17.1.2 of the G-1 and replace with the following:

17.1.2 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.

Add new Paragraph 17.3 as follows:

The insurance requirements in Paragraph 17.1–17.2 shall not apply to grantees who utilize grant funds solely to purchase equipment and will not perform or subcontract any labor paid for with grant funds.

Grantees must maintain insurance coverage, sufficient to cover the actual cash value of any equipment purchased or reconditioned through the Recreational Trails Program for the term of the RTP award pursuant to Title 2 CFR 200.310. The insurance policy shall name the Department of Natural and Cultural Resources, Bureau of Trails, Recreational Trails Program as a certificate holder.

EXHIBIT B – Scope of Work

Grantee agrees to apply RTP funds from this grant to the project(s) described in the Grantee's Grant Application and approved budget. Grantee may subcontract project work under this grant, provided that reimbursement for subcontracted work shall be subject to review by the State for compliance with grant program requirements.

EXHIBIT C – Payment Terms

Grant Award, Cost Sharing, Total Project Cost, and Method of Payment

1. The State agrees to reimburse the Grantee in accordance with the application rules subject to the following:
 - a. The Grantee must pay 100% of the cost of an item before submitting a request for reimbursement of eligible costs. The Grantee shall submit invoices for actual costs incurred. Reimbursement from the State will take approximately 60 days. Invoices indicating payment in full for the purchase of equipment must accompany billing. Billings must be:
 - i. Within 30 days of incurring the cost(s);
 - ii. Include proof of payment such as credit card receipts or cancelled checks (front and back); and
 - iii. Provide a match form showing a 20% match has been met for the total cost of the billing until total match for project is met.
 - b. A request for reimbursement may not be submitted to the State for less than 25% of the total grant amount. The final 25% of the total grant amount may be withheld until the project is verified complete by the state, the federal grantor agency, or their representatives. Standard reimbursement forms will be provided by the State. All match amounts shall be accounted for before final payment.
 - c. Reimbursements will be made only for items that were listed on the Project Application and

Grantee Initials RS
Date 5/28/24

subsequent approved amendments.

Organization Name: «Bedford Conservation Commission»
Vendor Code: «177359»
Unique Entity ID: «GBXRTQPMCX59»
Grant #: «24-24»
Appropriation Code: 37770000-074-500585

Grant Amount: «\$35,599.02»
Match Required: «\$8,899.76»
Total Project Cost: «\$44,498.78»

The maximum amount of funds available to the Grantee pursuant to this agreement shall be «\$35,599.02». It is further understood and agreed that the Grantee shall only be reimbursed on the basis of actual costs incurred, and that the State's determination of eligible and approved costs shall be final in all cases.

Term of Grant

This grant, and the obligations of the parties hereunder, shall become effective upon FHWA and Governor and Council approval. The term of this grant shall run from the commencement date through December 31st, 2024.

Grantee Initials RSB
Date 5/28/24

Municipality Certification of Authority

I, Sally Kellar (Name), hereby certify/attest that I am duly elected Clerk/Secretary of Town of Bedford (Name of Municipality), New Hampshire. I hereby certify the following is a true copy of the resolution adopted during a meeting of the Municipality Officers, duly called and held on October 25, 2023, 20 ____, at which a quorum of the Municipality Officers were present and voting.

RESOLVED: That Rick Sawyer, Town Manager (Name and Title of Official Signing the Agreement) is duly authorized to enter into contracts or agreements on behalf of Town of Bedford (Name of Municipality) with the State of New Hampshire, acting by and through the Department of Natural and Cultural Resources, and is further authorized to execute any documents on behalf of this Municipality which may be in his/her judgement desirable or necessary to effect the purpose of this resolution.

I hereby certify that the foregoing resolution has not been amended or repealed and remains in full force and effect as of May 24, 2024, 20 ____. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the Municipality. This authority remains valid for thirty (30) days from the date of this certificate.

DATED: May 24, 2024

ATTEST: 
(Secretary/Clerk Signature Completing this Certificate)



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Town of Bedford 24 North Amherst Road Bedford, NH 03110		Member Number: 116	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ PO Box 23 Hooksett, NH 03106-9716		
Type of Coverage		Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<input checked="" type="checkbox"/>	General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2024	1/1/2025	Each Occurrence	\$ 2,000,000
				General Aggregate	\$ 10,000,000
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
	Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
				Aggregate	
<input checked="" type="checkbox"/>	Workers' Compensation & Employers' Liability	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> Statutory	
				Each Accident	\$ 2,000,000
				Disease - Each Employee	\$ 2,000,000
				Disease - Policy Limit	
	Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	
Description: Proof of Primex Member coverage only.					

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange		
			By: <i>Mary Beth Purcell</i>		
			Date: 11/30/2023 mpurcell@nhprimex.org		
NH Department of Natural and Cultural Resources 172 Pembroke Road Concord, NH 03301			Please direct inquires to:		
			Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax		



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Town of Bedford 24 North Amherst Road Bedford, NH 03110		Member Number: 116	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ PO Box 23 Hooksett, NH 03106-9716		
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply		
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2024	1/1/2025	Each Occurrence	\$ 1,000,000	
			General Aggregate	\$ 2,000,000	
			Fire Damage (Any one fire)		
			Med Exp (Any one person)		
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)		
<input type="checkbox"/> Workers' Compensation & Employers' Liability			<input type="checkbox"/> Statutory		
			Each Accident		
			Disease - Each Employee		
			Disease - Policy Limit		
<input type="checkbox"/> Property (Special Risk Includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)		
Description: With regards to the grant agreement. The certificate holder is named as Additional Covered Party, but only to the extent liability is based solely on the negligence or wrongful acts of the member, its employees, agents, officials or volunteers. This coverage does not extend to others. Any liability resulting from the negligence or wrongful acts of the Additional Covered Party, or their employees, agents, contractors, members, officers, directors or affiliates is not covered.					

CERTIFICATE HOLDER:	X	Additional Covered Party	Loss Payee	Primex ³ - NH Public Risk Management Exchange	
NH Department of Natural and Cultural Resources 172 Pembroke Road Concord, NH 03301				By: <i>Mary Beth Purcell</i>	
				Date: 6/14/2024 mpurcell@nhprimex.org	
				Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax	