



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
 TDD Access: Relay NH 1-800-735-2964
 nhtrails.org



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YJ

July 22, 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 & Recreation, Bureau of Trails to amend a grant agreement with North Country ATV (VC#158451) by increasing the grant limitation by \$1,550 from \$75,319.10 to \$76,869.10 with no change to the completion date for the maintenance and development of OHRV trails effective upon Governor and Council approval through May 31, 2025. The original grant award was approved by Governor and Council on June 26, 2024, item #122. 100% Other Funds (Transfers from Fish & Game).

Funding is available in accounts, Grant in Aid -Wheeled, as follows:

	<u>FY 2025</u>
03-035-035-351510-34860000-075-500590- Grants subsidies and Relief	\$1,550

EXPLANATION

As previously stated, the original grant was approved by Governor and Council on June 26, 2024, item #122 for the maintenance and development of OHRV trails.

This request is due to a calculation oversight on North Country ATV club's application budget pages for Grant in Aid (GIA) project #14. A 60% rate for equipment rental reimbursement for snowmobile clubs pursuant to Administrative Rules, Bureau of Trails Grant in Aid Program (Res 8400), was applied to project #14 rather than the OHRV GIA rate at 80% reimbursement: in turn shorting the club \$1,550 in the approved award amount.

The Attorney General's Office has approved this amendment as to form, substance, and execution.

Respectfully submitted,

Concurred,

Brian J. Wilson
 Director

Sarah L. Stewart
 Commissioner

Amendment of G-1 Grant Agreement

The Department of Natural and Cultural Resources, Division of Parks & Recreation, Bureau of Trails, and the North Country ATV Club, hereby mutually agree to amend the 2024/2025 Summer GIA Grant Agreement originally approved by the Governor and Executive Council on June 26, 2024, item #122, with a completion date of May 31, 2025, as follows:

1. Amend Exhibit C, Terms of Payment, by increasing the grant contract total by \$1,550 from \$75,319.10 to \$76,869.10.
2. All other terms and conditions of the original grant agreement shall remain the same in full force and effect as originally set forth; and
3. This amendment is subject to approval by the Governor and Executive Council.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year written.



Ted Burns, Trail Administrator

7/09/2024

Date

Department of Natural and Cultural Resources



Sarah L. Stewart, Commissioner

7/30/2024

Date

Approved as to form, substance, and execution:

Sheri Phillips, AAG

Attorney General

7/30/2024

Date

State of New Hampshire

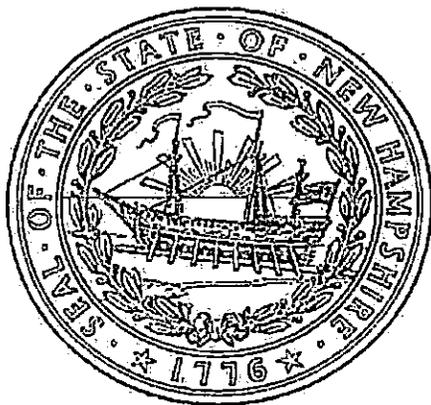
Department of State

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 hereto 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 "William M. 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](#)
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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, Joshua Philips, hereby certify that I am duly elected Clerk/Secretary/Officer
(Name of person attesting)
of North Country ATV. I hereby certify the following is a true of a vote taken at a
(Name of Club)
meeting of the Board of Directors/shareholders, duly called and held on April 15, 2002,
at which a quorum of the directors/shareholders were present and voting.

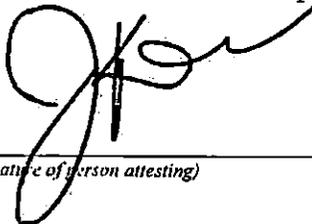
Voted: That Ted Burns, Trail Administrator
(Name and Title of Club TA) (may list more than one person) is duly

authorized to enter into contracts or agreements on behalf of North Country ATV
(Name of 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: 6/26/24

ATTEST: 
(Signature of person attesting)

TITLE: President
(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:
	INSURER(S) AFFORDING COVERAGE INSURER A: Concord Group Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

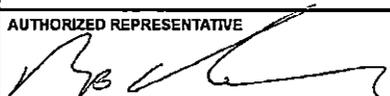
COVERAGES **CERTIFICATE NUMBER:** CL2462004639 **REVISION NUMBER:**

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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	20042607	06/30/2024	06/30/2025	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 - COM/OP AGG \$ 2,000,000
							\$
	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 (Ea 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 <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		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 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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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
 TDD Access: Relay NH 1-800-735-2964
 nhtrails.org



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122

June 3, 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 enter into **Retroactive** Grant-In-Aid agreements with the OHRV clubs shown in the attachment in the total amount of \$1,186,757.52 effective upon Governor and Council approval for the period June 1, 2024 through May 31, 2025. 100% Other Funds (Transfers from Fish & Game).

Funding is available in accounts, Grant-In-Aid – Wheeled, as follows:

03-035-035-351510-34860000-075-500590 - Grants Subsidies and Relief

FY 2024
\$1,143,285.13

Funding is available in accounts, Grant-In-Aid Equipment – Wheeled, as follows:

03-035-035-351510-34880000-075-500590 - Grants Subsidies and Relief

FY 2024
\$43,472.39

EXPLANATION

This request is **retroactive** as both the GIA Advisory Committee meeting, where awards are determined, and the grant award start dates are determined by GIA Rules, fall within days of each other, and allow for OHRV clubs to do trail work at the beginning of the OHRV riding season. The clubs must start their trail construction projects immediately to complete the needed maintenance work for the season as soon as possible.

The Department's authority to enter into Grant-In-Aid agreements with non-profit off highway recreational clubs is outlined in RSA 215-A:23, VI(b). These grant agreements are for aiding the clubs in the maintenance and development of OHRV trails.

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

While many of the grant agreements are not above the \$10,000 limit requiring approval by the Governor and Council, there is the potential for additional grants to be awarded to these clubs during the same Fiscal Year putting grantees over said limit.

Respectfully submitted,

Brian J. Wilson
 Director

Concurred,

Sarah L. Stewart
 Commissioner

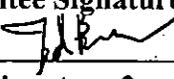
(15/24)

Grant #	Grantee	Vendor #	Trail Construction	Fugitive Dust Control	Grading	Equipment	Grant Total
C/G&E 2024-01	Ammonoosuc Valley ATV Club	158810	\$109,638.00	\$6,500.00	\$976.00	\$0.00	\$117,114.00
C/G&E 2024-02	Bound Tree ATV Club	166285	\$0.00	\$0.00	\$0.00	\$3,600.00	\$3,600.00
C/G&E 2024-03	Contoocook Valley ATV Riders	219348	\$4,785.00	\$3,850.00	\$0.00	\$0.00	\$8,635.00
C/G&E 2024-04	Dirt Donkeys Riding Club	310508	\$21,525.00	\$0.00	\$0.00	\$1,609.80	\$23,134.80
C/G&E 2024-05	Great North Woods Riders ATV Club, Inc.	159262	\$183,427.32	\$15,000.00	\$0.00	\$0.00	\$198,427.32
C/G&E 2024-06	Lempster Trailblazers ATV Club	315994	\$131,296.00	\$0.00	\$0.00	\$0.00	\$131,296.00
C/G&E 2024-08	Metallak ATV Club	225952	\$80,224.95	\$1,890.00	\$0.00	\$17,490.00	\$99,604.95
C/G&E 2024-09	Milan Trail Huggers	259557	\$143,678.92	\$0.00	\$0.00	\$0.00	\$143,678.92
C/G&E 2024-10	Millsfield ATV Club	158402	\$20,896.00	\$0.00	\$0.00	\$0.00	\$20,896.00
C/G&E 2024-11	Mount Moosilauke ATV Club	288524	\$94,366.30	\$1,820.00	\$0.00	\$0.00	\$96,186.30
C/G&E 2024-12	Mt. Pisgah ATV Club	286791	\$23,963.20	\$0.00	\$4,005.60	\$2,100.00	\$30,068.80
C/G&E 2024-13	New Hampshire A.T.V. Club	158449	\$5,136.20	\$0.00	\$0.00	\$587.99	\$5,724.19
C/G&E 2024-14	North Country ATV	158451	\$72,069.10	\$3,250.00	\$0.00	\$0.00	\$75,319.10
C/G&E 2024 -15	Presidential OHRV Club	221767	\$86,000.00	\$0.00	\$5,200.00	\$0.00	\$91,200.00
C/G&E 2024-16	Sullivan County ATV Club, Inc.	159046	\$38,238.04	\$0.00	\$0.00	\$0.00	\$38,238.04
C/G&E 2024-17	Umbagog ATV Club	159288	\$82,689.50	\$0.00	\$2,860.00	\$18,084.60	\$103,634.10
		Totals:	\$1,097,933.53	\$32,310.00	\$13,041.60	\$43,472.39	\$1,186,757.52

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 Dept. of Natural & Cultural Resources Bureau of Trails – Grant-In-Aid (GIA) Program		1.2. State Agency Address 172 Pembroke Road Concord, NH 03301	
1.3. Grantee Name North Country ATV		1.4. Grantee Address PO Box 161 No. Stratford, NH 03590	
1.5 Grantee Phone # (603) 568-2999	1.6. Account Number 010-035-3486-075-0590 010-035-3488-075-0590	1.7. Completion Date May 31, 2025	1.8. Grant Limitation \$75,319.10
1.9. Grant Officer for State Agency Taya Ferris, GIA Coordinator, Bureau of Trails		1.10. State Agency Telephone Number (603) 271-3337	
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  Date: 6/26/24		1.12. Name & Title of Grantee Signor 1 Ted Burns, Trail Administrator	
Grantee Signature 2 N/A		Name & Title of Grantee Signor 2 N/A	
Grantee Signature 3 N/A		Name & Title of Grantee Signor 3 N/A	
1.13. State Agency Signature(s)  Date: 2024.07.09 09:45:33 -04'00'		1.14. Name & Title of State Agency Signor(s) Craig D. Rennie, Chief, Bureau of Trails	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: <i>Sheri Phillips</i> Assistant Attorney General, On: 7 / 25 / 2024			
1.16. Approval by Governor and Council (if applicable) By: Approved at G&C Meeting as Item # 122 On: 6 / 26 / 2024			

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").

Grantee Initials **TB**
Date 6/26/24

3. 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.
4. 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").
5. 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.
6. 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.
7. 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. PERSONNEL.
 - 8.1. 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.
 - 8.2. 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.
 - 8.3. 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. 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.
10. 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.
11. 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 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.
12. 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.
 - 12.2. 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.
 - 12.3. Notwithstanding anything in this Agreement to the contrary, either the State or, 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.
 - 12.4. 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

Grantee Initials

TB

Date 6/26/24

- 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.
14. 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.
 15. 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 sub granted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
 16. 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.
 17. 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 employee's 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.
 18. 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.
 19. 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.
 20. 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.
 21. 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 intend of the parties hereto.
 22. 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.
 23. 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.
 24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Grantee Initials **TB**
Date 6/26/24

STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURL AND CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION
BUREAU OF TRAILS GRANT-IN-AID PROGRAM

G-1 EXHIBIT A – Special Provisions

WHEREAS, by Laws of New Hampshire, RSA 215-A, the Legislature has authorized funds to the Bureau of Trails for Grant-In-Aid to organized OHRV Clubs; subsequently referred to as "Grantee"

1. The Grantee agrees to:
 - a. The Grantee agrees to construct and undertake the approved Project, and/or purchase or recondition Equipment, in accordance with their Approved Application, which is incorporated by reference herein and a copy maintained at the State. Furthermore, the Grantee agrees to comply with all Federal, State, and local laws, rules, and regulations, which are now, or in the future may become, applicable to the Project and/or purchase or recondition.
 - b. The Grantee shall not amend, revise, or change the Approved Application or Budget without the prior written consent of the Bureau.
158. Equipment purchased or reconditioned through the Grant-In-Aid Program shall not be sold or traded by any Grantee, unless it meets the provisions specified in Administrative Rule Res 8404.04, Terms of Ownership.
159. The State of New Hampshire shall retain an interest in the form of a lien on all equipment purchased or reconditioned through the Grant-In-Aid Program, and the State shall file a financing statement with the Secretary of State pursuant to RSA 382-A:9. Such lien shall be released by the State of New Hampshire when the Grantee has met the requirements of Administrative Rules Res 8404.04 or 8404.05.
160. The Grantee agrees to submit to all requested inspections and audits by State officials which relate to the services and payments under this Agreement. Periodic inspections of purchased or reconditioned equipment, trail construction, grading work, trail signing, and grading logs may be made by Bureau officials or designees at any time.
161. Equipment purchased or reconditioned through the Grant-In-Aid Program shall be required to display (at locations designated by the Bureau) at least one (1), but not more than two (2), decals indicating that the equipment has been partially funded by this Program. Decals shall be provided by the Bureau.
162. All equipment purchased or reconditioned through the Grant-In-Aid Program shall be kept in good mechanical condition. Grantees are required to maintain a *Maintenance Log* for each piece of equipment.
163. **OPERATIONAL ODOMETER OR HOUR METERS ARE REQUIRED** on Class 1 and 2 machines.
164. **OPERATIONAL HOUR METERS ARE REQUIRED** on Class 3 and 4 machines.
165. Grading Reimbursement Requests for the preceding month's activities, with appropriate *Grading Logs* attached, must arrive in the Bureau of Trails office **by the 10th of the month** for processing.
166. All approved parking facilities shall only be signed with appropriate signs provided by the Bureau of Trails obtained through the Grant-In-Aid Program.

167. Termination

The following events shall result in the termination of the Agreement:

- a. In the event that the owner(s) of the land on which the trail system is developed withdraw permission for the use of said land while the Grantee's Project grant is in effect, the Agreement will be void and no further payments will be made hereunder by the State, unless the State determines that an alternative route is available to keep the trail network intact and utilize awarded Project funds.

Grantee Initials **TB**
Date 6/26/24

168. Penalties

- a. Failure by the Grantee to comply with any of the rules governing the reimbursement of funds shall result in the non-reimbursement of any funds owed and shall cause future Grant-In-Aid requests to be denied, providing corrections are not made within 15 working days of notification of any failure of rules compliance.

169. Indemnification

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.

170. 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:

Grantees must maintain insurance coverage, sufficient to cover the actual cash value of any equipment purchased or reconditioned through the Grant-In-Aid Program for the term of the GIA award pursuant to Res 8404.04. The insurance policy shall name the Department of Natural and Cultural Resources, Bureau of Trails, Grant-in-Aid Program, 172 Pembroke Road, Concord, NH 03301 as a certificate holder.

G-1 EXHIBIT B – Scope of Work

Grantee desires to construct/maintain a public OHRV trail system and/or purchase or recondition trail maintenance equipment, in accordance with 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.

G-1 EXHIBIT C – Payment Terms

Method of Payment

1. The State agrees to reimburse the Grantee in accordance with RES 8408, subject to the following terms and conditions; however, should off highway vehicle revenues fall short of the estimated amounts, grant awards shall be reduced by the amount of the revenue shortfall. If GIA revenues are insufficient to fund Projects and/or Equipment purchases or reconditions at the percentages noted in Res 8403.02, the Bureau shall have the ability to offer partial funding to a Grantee, lower than those proportions noted in Res 8403.02, and the Grantee may determine if they wish to accept the lower grant award.
2. The maximum amount of funds available to the Grantee pursuant to this Agreement shall be \$75,319.10. 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 determinations of eligible and approved costs shall be final in all cases. The Grantee shall submit invoices for actual costs incurred in construction or maintenance of the approved trail; actual costs

Grantee Initials

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Date 6/26/2

incurred in the grading of the approved trail, along with one (1) grading log for each grading event; actual costs incurred in the purchase or reconditioning of equipment, along with a receipt from the vendor indicating the equipment has been delivered and paid for. Said receipt shall include the Grantee's name, the purchase or reconditioning price, the make, model, serial number, and year of manufacture of equipment, and any accessories purchased.

- a. FIRST PAYMENT; upon receipt of an invoice thirty (30) days after commencement of the Project or purchase, the State agrees to pay the Grantee percentages as applicable, deemed eligible and approved.
 - b. SUBSEQUENT PAYMENTS: each successive thirty (30) days after the first payment, the Grantee shall submit invoices evidencing acceptable costs. If the costs are deemed eligible and approved, the State agrees to pay the Grantee appropriate percentages. Said payments shall continue to be made until authorized reimbursements for the total costs of said Project and/or purchase or recondition have been made, on the condition that invoices are submitted within the Agreement period.
 - c. NOTWITHSTANDING anything to the contrary contained herein, it is understood and agreed that all payments of all sums by the State hereunder are contingent upon availability and continued appropriation of State funds, and, if for any reason whatsoever, such funds shall be terminated or reduced or otherwise become unavailable, the State may terminate this Agreement in whole or part immediately.
3. Any grant funds allotted, but not applied for by the Grantee by the termination date of this Agreement, shall lapse and be returned to the Grant-In-Aid Program. Any remaining balances upon Project completion and/or Equipment purchase or reconditioning shall not be used for any other purpose unless prior written permission has been received and approved by the Bureau.

Organization Name:	North Country ATV		
Vendor Code:	158451		
Grant #:	C/G&E 2024-13		
Appropriation Code:	010-035-3486-075-0590	Construction	72,069.10
	010-035-3486-075-0590	Calcium Chloride	3,250
	010-035-3486-075-0590	Grading	0
	010-035-3488-075-0590	Equipment	0
		Total Grant Value	\$75,319.10

Term of Grant

This grant, and the obligations of the parties hereunder, shall become effective upon **June 1, 2024**, and run through **May 31, 2025**.

Grantee Initials **TB**
 Date 01/20/24

State of New Hampshire

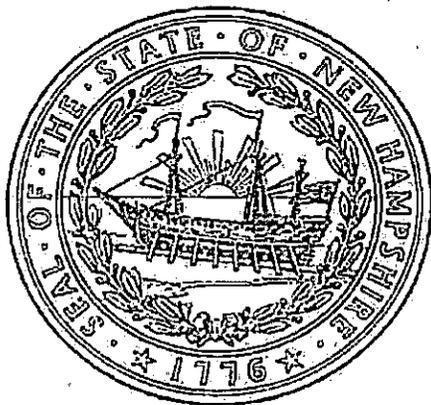
Department of State

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 hereto 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 "William M. 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](#)
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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, Joshua Philips, hereby certify that I am duly elected Clerk/Secretary/Officer
(Name of person attesting)
of North Country ATV. I hereby certify the following is a true of a vote taken at a
(Name of Club)
meeting of the Board of Directors/shareholders, duly called and held on April 15, 2002,
at which a quorum of the directors/shareholders were present and voting.

Voted: That Ted Burns, Trail Administrator
(Name and Title of Club TA) (may list more than one person) is duly

authorized to enter into contracts or agreements on behalf of North Country ATV
(Name of 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: 6/26/24

ATTEST: 
(Signature of person attesting)

TITLE: President
(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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	N	20042607	06/30/2024	06/30/2025	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 - COM/OP AGG \$ 2,000,000 \$
	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 (Ea 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 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		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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