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

172 Pembroke Road Concord, New Hampshire 03301
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nhtrails.org

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August 2, 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 American Rescue Plan Act (ARPA), State Fiscal Recovery Funds (SFRF) to the 14 organizations listed on the attached award summary (vendor codes included) in the total amount of $472,769.50 for the purpose of improving the statewide trail system from damage caused by historic rain and flooding events in 2023 across New Hampshire, effective upon Governor and Executive Council approvals through September 30, 2026. This is an allowable use of ARPA SFRF funds under section 602 (c)(l)(C) for the provision of government services 100% Federal Funds.

Funding is available in account, ARPA Trails Maintenance Grant, as follows:

	FY 2025
03-035-035-351510-28020000-072-500575-Grants Federal	$472,769.50

EXPLANATION

The NH Division of Parks & Recreation, Bureau of Trails is responsible for the stewardship of and operation of 1,000 miles of Off Highway Recreational Vehicle (OHRV) trails, over 7,400 miles of snowmobile trails, 300 miles of multi-use rail trails, and 260 miles of roads in the Connecticut Lakes Headwaters property in Pittsburg. During the winter months, these trails provide a recreational resource for NH residents and tourists alike.

The summer of 2023 was the wettest on record in New Hampshire, with 21 inches of rainfall in June, July, and August. New Hampshire issued 38 flash flood warnings during the month of July alone. For context, the National Weather Service had never issued more than 36 flash flood warnings in an entire calendar year prior to this historic summer. The severe July storms caused significant damage and flooding across the state which later received a federal disaster declaration by FEMA on September 14, 2023 (DR-4740-NH). As a result of these storm damages the Bureau or Trails received monies from the American Rescue Plan Act (ARPA) to assist local snowmobile and OHRV clubs in a dedicated fund for storm-related trail repair work.

The grants were distributed to clubs who participated in an application process in which they submitted one or more projects which were identified in order of priority. The Division of Parks and Recreation, Bureau of Trails created a scoring committee that evaluated each application based upon the mileage each club maintained, the severity of the storm damages and the impact the repairs would have on the community. The highest priority projects were awarded first, followed by the second highest priority, etc.

Currently there are 14 snowmobile clubs who have been selected to receive assistance through this grant program. The monies received will allow the clubs to repair damages to trails, trail signs and access points to provide riders with a safe and enjoyable experience while utilizing New Hampshire trails. The table below illustrates the clubs that have requested grant assistance, the projected intended to be completed during the term of the grant and the total amount each club will receive upon approval.

2024 ARPA Snowmobile Club Award Summary		
Snowmobile Club	Project Description	Total Award Amount
Evergreen Valley Snowmobile Club Association, Inc.	• Repair 600' of Primary Trail #352 in Milton • Repair washout and add 2 additional culverts	$20,172

Hidden Valley Sno-Riders	• Repair water bars and restore trail bed for .2 miles to Primary 392 Marlow Hill/Old Profile Rd. in Marlow	$2,550
The Jefferson Hi-Landers, Inc.	• Repair washout, remove/replace 14 damaged culverts for 1.4 miles of Corridor 11/Red Brook Rd. in Jefferson	$33,239
Lake Sunapee Snowmobile Club	• Move 190' (10' wide) of trail to higher ground on Ledge Pond Trail in George's Mill to avoid repeat flooding	$25,400
Pittsburg Ridge Runners Snowmobile Club, Inc.	• Replace culvert with 15'x50 fabricated steed bridge on Corridor 5 in Pittsburg • Reestablish ditch lines for 5 miles of McKeag's Camp Trail/Primary Trail in Pittsburg • Repair washout, replace 1 culvert	$101,330
Presidential Range Riders	• Remove and dispose of old bridge on Corridor 19 in Gorham and construct new bridge approx. 100' west of current bridge location • Repair 6-8' deep washout on 100'x10' section of Corridor 19/Conner Brook Rd. in Shelburne	$147,825.15
Stratford Nighhawks	• Repair 6 miles of washed out Railbed/Corridor 3 in Stratford	$26,399.80
Bridgewater Mountain Snowmobile Club	• Rebuild existing abutments for 12'x16' bridge on Lake Trail (Primary 150) in Bristol • Reestablish ditch lines, add water bars and gravel and grade .25 miles of Cass Rd. Trail/Corridor 24 in Bridgewater • Replace collapsing stone culvert with 14'x16' PT bridge with steel beams on Talcott North Trail/Primary 150 I Bridgewater	$31,170.55
Crescent Lake Regional Sno-Riders	• Reestablish ditch lines and water bars for 2 miles of Corridor 5 in Unity and Acworth	$2,266
Henniker Trail Travelers, Inc.	• Raise grade 12" and repair washout to a 100'x16' section of Primary Trail 380 in Henniker	$12,467
Snow Drifters	• Repair 3 sections of trail on Primary Trail 152 in Campton including reestablishing ditch lines, replacing/resetting culverts and regrading	$2,796
Lisbon Stump Jumpers, Inc.	• Repair 1850' of erosion and excavate water bars on Oregon Trail in Lisbon	$12,200
Southern New Hampshire Snow Slickers, Inc.	• Repair and Resurface 1 mile of Corridor 15 in Hooksett/Allenstown within Bear Brook State Park	$40,950
Swift Diamond Riders Snowmobile Club, The	• Repair erosion of .5 mile section of Primary 130 in Stewartstown (in CTLHW)	$14,004
	TOTAL	$472,769.50

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

Respectfully submitted,

Brian J. Wilson
Director

Concurred,

(SM)

Sarah L. Stewart
Commissioner

2024 Snowmobile ARPA Award Summary

GRANT NUMBER	SNOWMOBILE CLUB	VENDOR CODE	PROJECT DESCRIPTION	PROJECT AMOUNT	TOTAL AWARD
2024-ARPA-SMC-03	Evergreen Valley Snowmobile Club Association, Inc.	157702	Project is to repair 600' of **Primary trail #352** in **Milton** that was eroded due to storms. Tasks: clean ditches, line ditches with erosion rock, repair 3' deep washout next to existing 36"x20' culvert, add two additional 12"x20' culverts next to existing for overflow protection. Funds: excavator, stone, 2 12"x20' culvert. Club says no DES SPN needed for new culverts b/c they are not changing the flow of water and overflow culverts are for 100-year floods.	$20,172	$20,172
2024-ARPA-SMC-05	Hidden Valley Sno-Riders	158266	Project is to repair water bars and restore trail bed for 2/10th of a mile **to Primary 392 Marlow Hill/Old Profile Road** (class 6 road) in **Marlow**. Funds: excavator, tractor w/ dump trailer, ledge pack w/ delivery.	$2,550	$2,550
2024-ARPA-SMC-06	The Jefferson Hi-Landers, Inc.	154753	Project is to repair 1.4 miles of **Corridor 11/Red Brook Road** in **Jefferson**. Rains washed out trail 18+" deep. Tasks: add 14 loads of fill, compact remove/replace 14 damaged culverts. Funds: excavator, gravel & stone, 3 18"x20' plastic culverts, 8 24"x20" plastic culverts, 3 36"x20' plastic culverts.	$33,239	$33,239
2024-ARPA-SMC-08	Lake Sunapee Snowmobile Club	156464	A brook adjacent to the **Ledge Pond Trail** in **George's Mills** in **Sunapee** became clogged from runoff and rerouted down the existing trail. Club will move ~190' of trail to higher ground. It will be 10' wide. Tasks: place boulders for retaining wall, lay down fabric & stone to elevate trail above new brook. Funds: excavator, skid steer, fabric, stone, hard pack. Note: included NHB 23-3335 review & SPN permit.	$25,400	$25,400
2024-ARPA-SMC-10	Pittsburg Ridge Runners Snowmobile Club, Inc.	155767	The **Corridor 5** in **Pittsburg** is currently impassable because of a washed-out culvert. Club plans to replace culvert with 15'x50' fabricated steel bridge. Bridge will be bank to bank to avoid DES permits. Funds: 2 excavators, gravel, rip rap, PT lumber, hardware, pre-built bridge, waste blocks. Ditching 5 miles of **McKeag's Camp Trail/Primary Trail 140** in **Pittsburg** from heavy rains washing out the roadbed into the ditch lines. Funds: excavator. Repair a washout of a "road" (**Corridor 5/Sophie's Lane** in **Pittsburg**). Project will replace a 3' culvert with a 4'x30' culvert. Gravel will be used to raise the roadbed to accommodate the larger culvert. DES permit possible. Funds: excavator, gravel, 4' plastic culvert.	$83,730 $5,200 $12,400	$101,330
2024-ARPA-SMC-11	Presidential Range Riders	154829	The Bridge on **Corridor 19** in **Gorham** over the Moose River was damaged by flood waters. The abutments are undermined. Project is to remove/dispose of the old bridge and construct an entirely new bridge ~100 feet west of the current bridge's location. New bridge will be same size as old at 100'x12', made with steel and PT decking. Bridge will be bank to bank so no environmental impact. a small trail connector/reroute will be needed to access new bridge. Funds: several machines needed (excavators, crane, lowbed, telehandler, dumper truck), PT lumber, hardware, 100'x12' steel prefab bridge, gravel, cement blocks. A 100'x10' section of **Corridor 19/Conner Brook Road** in **Shelburne** was washed out from flood water. Washout is 6-8 FEET deep. Trail cannot be groomed. Funds: dozer, gravel.	$140,455.15 $7,370	$147,825.15
2024-ARPA-SMC-14	Stratford Nighthawks	166666	Project is repairs to 6 miles of **Railbed/Corridor 3** in **Stratford** from flood washouts. Tasks: remove large rocks in trail, re-establish ditch lines, re-gravel both approaches to 4 bridges, replace four sign posts. Funds: excavator, dozer, gravel, 4x4x10' posts.	$26,399.80	$26,399.80
2024-ARPA-SMC-01	Bridgewater Mountain Snowmobile Club	165203	Project is to rebuild existing abutments to 12'x16' bridge on **Lake Trail (Primary 150)** in **Bristol**. Bridge abutment blocks slid towards water's edge from 2023 flood waters. Bridge is a bank-to-bank bridge. Tasks: lift existing bridge off abutments, reposition existing blocks, add more blocks, set bridge back, rebuild approach ramps, clear ditches to approach. Funds: excavator, concrete blocks, grass seed/hay.	$6,354.05 $14,090	$31,170.55

			Project is to make repairs to **Cass Road trail/Corridor 24** (class 6 road) in **Bridgewater.** ~1/4 mile of trail has drainage ditches filled with debris and washed-out trail surface. Tasks are to excavate ditch lines, add water bars and gravel, then grade. Another 1/4 mile section has washout out ditch lines. Tasks are to reestablish ditches and add water bars. Funds: excavator, dozer, gravel, grass seed/hay. Project is to replace an existing stone culvert that is collapsing with a bank-2-bank 14'x16' PT bridge w/steel beams on **Talcott North Trail/Primary 150** in **Bridgewater.** Tasks: excavator to remove culvert, rework banks to create V notch, install new bridge with steel I-beams, gravel approach ramps. Funds: excavator, gravel, PT lumber, hardware, 8"x16' steel I-beams, grass seed/hay.	$10,726.50	
2024-ARPA-SMC-02	Crescent Lake Regional Sno-Riders	155028	2 miles of **Corridor 5** (class 6 road) in **Unity & Acworth** is eroded from 2023 storms. Tasks: restore ditches & water bars and use debris in ditches to restore road base. Funds: excavator w/delivery.	$2,266	$2,266
2024-ARPA-SMC-04	Henniker Trail Travelers, Inc.	158004	A 100'x16' section of **Primary Trail 380** in **Henniker** is washed out because the drainage ditch on Rt 202 ROW is overflowing causing water to flow onto the trail. Tasks: raise the grade 12" by using skid steers to bring in fill. Funds: excavator, skid steer, stone/gravel.	$12,467	$12,467
2024-ARPA-SMC-12	Snow Drifters	166360	On **Primary Trail 152** in **Campton**, there are 3 sections of trail needing repairs from flood water. Section 1: ~100 yards long needs re-ditching and culvert reset. Section 2: ~300 yards long needing a new culvert, re-ditching and regrading. Section 3: ~100 yards long needing re-ditching and grading. Funds: excavator, one 15"x20' plastic culvert.	$2,796	$2,796
2024-ARPA-SMC-09	Lisbon Sump Jumpers, Inc.	159132	Project will repair 1850' of erosion on **Oregon Trail** in **Lisbon**. Project will also excavate water bars to keep water diverted off trail. Funds: skid steer, excavator, dozer, 1.5" gravel.	$12,200	$12,200
2024-ARPA-SMC-13	Southern New Hampshire Snow Slickers, Inc.	167086	Project is to resurface a mile long section of **Corridor 15** in **Hooksett/Allenstown** within Bear Brook State Park & Manchester Water Works property. Funds: dozer, skid steer, loader, trac truck, gravel. Note: some photos included in app.	$40,950	$40,950
2024-ARPA-SMC- 15	Swift Diamond Riders Snowmobile Club, The	157214	Project is to repair a 1/2 mile section of **Primary 130** in **Stewartstown** (in **CTLHW**) from severe erosion from storm run off. Tasks: reestablish trail base, install culverts as needed. Note: club applied for SPN for culverts, not included in App. Funds: excavator, 4 24"x20' culverts, 2 36"x20' culverts (may not need these larger culverts).	$14,004	$14,004
				TOTAL	**$472,769.50**

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 – American Rescue Plan Act (ARPA) Funds		**1.2. State Agency Address** 172 Pembroke Road Concord, NH 03301	
1.3. Grantee Name Evergreen Valley Snowmobile Club Association, Inc.		**1.4. Grantee Address** PO Box 1255, Milton, NH 03851	
1.5 Grantee Phone # (603) 275-2737	**1.6. Account Number** 010-035-2802-072-2676	**1.7. Completion Date** September 30, 2026	**1.8. Grant Limitation** $20,172
1.9. Grant Officer for State Agency Alexis Rudko, Deputy Chief, Bureau of Trails		**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 TUCKER.JOHN.THOMAS.1007685005 Digitally signed by TUCKER.JOHN.THOMAS.1007685005 Date: 2024.07.18 15:01:44 -04'00'		**1.12. Name & Title of Grantee Signor 1** John Tucker, 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) Sarah L. Stewart, Digitally signed by Sarah L. Stewart DN: CN = Sarah L. Stewart, email = sarah.l.stewart@dncr.nh.gov, C = US, O = State Department of Natural and Cultural Resources, OU = Office of the Commissioner Date: 2024.08.13 09:30:49 -04'00'		**1.14. Name & Title of State Agency Signor(s)** Sarah L. Stewart, Commissioner	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) **By:** Sheri Phillips **Assistant Attorney General, On:** 8 / 13 / 2024			
1.16. Approval by Governor and Council (if applicable) **By:** Approved at G&C Meeting as Item # **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").

Grantee Initials JTT
Date 07/18/2024

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

8. 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

9. 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.

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

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.

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.

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 entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3. 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.

12.4. 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.

13. 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 JTT
Date 07/18/2024

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 JTT
Date 07/18/2024

STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURL AND CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION
BUREAU OF TRAILS PROGRAM
AMERICAN RESCUE PLAN ACT EMERGENCY FUNDS FOR STORM REPAIRS

G-1 EXHIBIT A – Special Provisions

WHEREAS, after receiving American Rescue Plan Act ("ARPA") funds from the Governor's Office of Emergency Relief and Recovery ("GOFERR"), the Department of Natural and Cultural Resources ("DNCR") is hereby authorized to award beneficiary award grants to snowmobile clubs organized under the Grant-In-Aid program for the sole purpose of repairing storm damage to the trails in New Hampshire. Accordingly, DNCR as identified in Block 1.1 (hereinafter referred to as "Grantor") is awarding a grant to the entity identified in Block 1.3 (hereinafter referred to as "Grantee"). The Grantee agrees and covenants that the funds will be used solely for the repair of damaged snowmobile trails in New Hampshire.

1. The Grantee shall to:
    a. The Grantee shall construct and undertake the approved Project, in accordance with their Approved Application, which is incorporated by reference herein and a copy maintained at the State. Furthermore, the Grantee shall 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.
    c. The Grantee shall submit to all requested inspections and audits by State officials which relate to the services and payments under this Agreement. Periodic inspections of, trail construction, may be made by Bureau officials or designees at any time.
    d. The Grantee understands that the entity's name and address, and all other documents relating to the grant are public information subject to disclosure and may be used by the state.

2. Termination

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

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 terminated immediately 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 the awarded Project funds can still be utilized for the purposes stated herein.

3. Events of Default: Remedies

Section 11 shall be amended as follows:

Provision 11.2.1 shall be deleted and replaced with the following language:

11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within fifteen (15) working 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

Grantee Initials JTT
Date 07/18/2024

Add 11.2.5 as follows:

11.2.5 Consistent with Grant-In-Aid program rule 8408.04, 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.

4. Indemnification

Amend Section 16 to include the following additional provision:

16.1 **Grantee's liability for claims arising under Paragraph 16 shall be limited to its insured amounts** consistent with 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.

6. Notice

Amend Section 19 to include the following additional sentence:

Any notice by a party hereto to the other party via email is also deemed to have been duly delivered.

7. Data: Retention of Data: Access

Amend Section 9 to include the following additional provision:

9.6 The Grantee must maintain records and financial documents for seven (7) years after all funds have been expended or returned to the State and/or Treasury. Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats. The right to data access extends to Treasury.

8. Closeout

The Grantee has thirty (30) days after Term of Grant to submit all documents relating to the award. Grantee shall provide a final written summary with photos to document project completion.

9. New Hampshire State and Local Fiscal Recovery Funds Federal Requirements

This Agreement is funded under a grant to the State of New Hampshire (State) and New Hampshire Department of Natural and Cultural Resources (NHDNCR) as approved by the Governor and Executive Council from the federal government through the Department of Treasury (Treasury) through the American Rescue Plan Act of 2021 (ARPA), with the source of funds being the State and Local Fiscal Recovery Funds (SLFRF) identified under the Catalog of Federal Domestic Assistance (CFDA) number #21.027. The Federal Award Identification Number (FAIN) for this award is SLFRP0145. This grant award is a beneficiary award.

Grantee Initials JTT
Date 07/18/2024

Pursuant to 2 CFR 25, the Grantee shall provide NHDNCR with their Unique Entity Identifier (Unique Entity ID). A Unique Entity ID may be obtained by visiting https://www.sam.gov. This Unique Entity ID will be provided to DNCR before any funds can be disbursed.

G-1 EXHIBIT B – Scope of Work

Grantee shall construct/maintain a public snowmobile trail system, 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 shall reimburse the Grantee in accordance with RES 8408, subject to the following terms and conditions;

2. The maximum amount of funds available to the Grantee pursuant to this Agreement shall be **$20,172.00**. 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 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.

   a. FIRST PAYMENT; upon receipt of an invoice thirty (30) days after commencement of the Project or purchase, the State shall 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 shall 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 State of New Hampshire. Any remaining balances upon Project completion shall not be used for any other purpose unless prior written permission has been received and approved by the Bureau of Trails.

Organization Name:	Evergreen Valley Snowmobile Club Association, Inc.
Unique Idenity Number:	DZCMZG6SJL41
Vendor Code:	157702
Grant #:	2024-ARPA-SMC-03
Appropriation Code:	010-035-2802-072-2676
Total Grant Value	$20,172.00

Grantee Initials JTT
Date 07/18/2024

State of New Hampshire

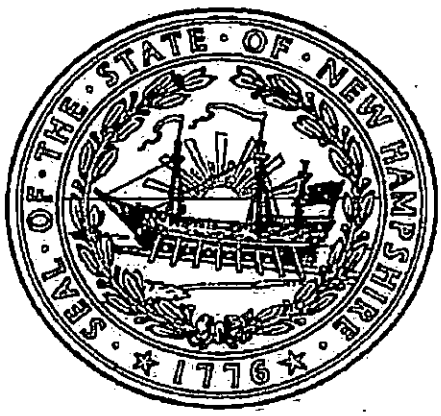
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that EVERGREEN VALLEY SNOWMOBILE CLUB ASSOCIATION, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on August 02, 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: **215156**

Certificate Number: **0005783170**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 26th day of May A.D. 2022.

David M. Scanlan
Secretary of State

Business Information

Business Details

Business Name:	EVERGREEN VALLEY SNOWMOBILE CLUB ASSOCIATION, INC.	Business ID:	215156
Business Type:	Domestic Nonprofit Corporation	Business Status:	Good Standing
Business Creation Date:	08/02/1994	Name in State of Incorporation:	Not Available
Date of Formation in Jurisdiction:	08/02/1994		
Principal Office Address:	PO Box 1255, Milton, NH, 03851, USA	Mailing Address:	PO Box 1255, Milton, NH, 03851, USA
Citizenship / State of Incorporation:	Domestic/New Hampshire		
		Last Nonprofit Report Year:	2020
		Next Report Year:	2025
Duration:	Perpetual		
Business Email:	webmaster@evergreenvalley.org	Phone #:	NONE
Notification Email:	webmaster@evergreenvalley.org	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / PROMOTE & ENGAGE IN THE SPORT OF SNOWMOBILING; ETC.	

Principals Information

Name/Title	Business Address
Keith Larmie / President	PO Box 1255, Millton, NH, 03851, USA
Russell Neal / Vice President	PO Box 1255, Milton, NH, 03851, USA
Diane Currier / Director	PO Box 1255, Milton, NH, 03851, USA
Scott Mayotte / Secretary	PO Box 1255, Milton, NH, 03851, USA
Kimberly Larmie / Treasurer	PO Box 1255, Milton, NH, 03851, USA

Page 1 of 1, records 1 to 5 of 5

Registered Agent Information

Name: Not Available

Registered Office Address: Not Available

Registered Mailing Address: Not Available

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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Certificate of Authority #1 (Corporation, Non-profit Corporation)

Corporate Resolution

I, Keith Larmie, **hereby certify** that I am duly elected Clerk/Secretary/Officer
(Name of person attesting)

of Evergreen Valley Snowmobile Club Association, Inc. *(Name of Club)*. 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 09 April, 20 24, at which a quorum of the directors/shareholders were present and voting.

Voted: That John Tucker *(Name of Club TA)* (may list more than one person) is duly authorized to enter into contracts or agreements on behalf of Evergreen Valley Snowmobile Club Association, Inc. *(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 of 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: 07-19-24 **ATTEST:** Digitally signed by LARMIE.KEITH.JOHN.1005386353 Date:2024.07.19 08:43:27 -04'00' *(Signature of person attesting)* **TITLE:** President *(Title)*

NHSNOWM-01 SCOCHRANE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/11/2024

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	NAIC #
INSURER A : Cincinnati Insurance Company	10677
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
NH Snowmobile Association, Inc / EVERGREEN VALLEY
600 Laconia Road, Ste 2
Tilton, NH 03276

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

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

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

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
Sarah R. Cochrane

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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 Dept. of Natural & Cultural Resources Bureau of Trails – American Rescue Plan Act (ARPA) Funds		**1.2. State Agency Address** 172 Pembroke Road Concord, NH 03301	
1.3. Grantee Name Hidden Valley Sno-Riders		**1.4. Grantee Address** PO Box 417, Marlow, NH 03456	
1.5 Grantee Phone # (603) 209-6140	**1.6. Account Number** 010-035-2802-072-2676	**1.7. Completion Date** September 30, 2026	**1.8. Grant Limitation** $2,550
1.9. Grant Officer for State Agency Alexis Rudko, Deputy Chief, Bureau of Trails		**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** James Strickland, 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) Sarah L. Stewart		**1.14. Name & Title of State Agency Signor(s)** Sarah L. Stewart, Commissioner	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) **By:** Sheri Phillips **Assistant Attorney General, On:** 8 / 13 /2024			
1.16. Approval by Governor and Council (if applicable) **By:** Approved at G&C Meeting as Item # **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").

Grantee Initials
Date 7/18/24

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

8. 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

9. 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.

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

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.

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.

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 entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3. 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.

12.4. 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.

13. 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 JCL
Date 7/18/20

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 RCJ
Date 7/18/24

STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURL AND CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION
BUREAU OF TRAILS PROGRAM
AMERICAN RESCUE PLAN ACT EMERGENCY FUNDS FOR STORM REPAIRS

G-1 EXHIBIT A – Special Provisions

WHEREAS, after receiving American Rescue Plan Act ("ARPA") funds from the Governor's Office of Emergency Relief and Recovery ("GOFERR"), the Department of Natural and Cultural Resources ("DNCR") is hereby authorized to award beneficiary award grants to snowmobile clubs organized under the Grant-In-Aid program for the sole purpose of repairing storm damage to the trails in New Hampshire. Accordingly, DNCR as identified in Block 1.1 (hereinafter referred to as "Grantor") is awarding a grant to the entity identified in Block 1.3 (hereinafter referred to as "Grantee"). The Grantee agrees and covenants that the funds will be used solely for the repair of damaged snowmobile trails in New Hampshire.

1. The Grantee shall to:
    a. The Grantee shall construct and undertake the approved Project, in accordance with their Approved Application, which is incorporated by reference herein and a copy maintained at the State. Furthermore, the Grantee shall 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.
    c. The Grantee shall submit to all requested inspections and audits by State officials which relate to the services and payments under this Agreement. Periodic inspections of, trail construction, may be made by Bureau officials or designees at any time.
    d. The Grantee understands that the entity's name and address, and all other documents relating to the grant are public information subject to disclosure and may be used by the state.

2. Termination

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

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 terminated immediately 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 the awarded Project funds can still be utilized for the purposes stated herein.

3. Events of Default: Remedies

Section 11 shall be amended as follows:

Provision 11.2.1 shall be deleted and replaced with the following language:

11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within fifteen (15) working 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

Grantee Initials
Date 7/18/24

Add 11.2.5 as follows:

11.2.5 Consistent with Grant-In-Aid program rule 8408.04, 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.

4. **Indemnification**

Amend Section 16 to include the following additional provision:

16.1 Grantee's liability for claims arising under Paragraph 16 shall be limited to its insured amounts consistent with 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.

6. **Notice**

Amend Section 19 to include the following additional sentence:

Any notice by a party hereto to the other party via email is also deemed to have been duly delivered.

7. **Data: Retention of Data: Access**

Amend Section 9 to include the following additional provision:

9.6 The Grantee must maintain records and financial documents for seven (7) years after all funds have been expended or returned to the State and/or Treasury. Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats. The right to data access extends to Treasury.

8. **Closeout**

The Grantee has thirty (30) days after Term of Grant to submit all documents relating to the award. Grantee shall provide a final written summary with photos to document project completion.

9. **New Hampshire State and Local Fiscal Recovery Funds Federal Requirements**

This Agreement is funded under a grant to the State of New Hampshire (State) and New Hampshire Department of Natural and Cultural Resources (NHDNCR) as approved by the Governor and Executive Council from the federal government through the Department of Treasury (Treasury) through the American Rescue Plan Act of 2021 (ARPA), with the source of funds being the State and Local Fiscal Recovery Funds (SLFRF) identified under the Catalog of Federal Domestic Assistance (CFDA) number #21.027. The Federal Award Identification Number (FAIN) for this award is SLFRP0145. This grant award is a beneficiary award.

Grantee Initials PCS
Date 7/16/24

Pursuant to 2 CFR 25, the Grantee shall provide NHDNCR with their Unique Entity Identifier (Unique Entity ID). A Unique Entity ID may be obtained by visiting https://www.sam.gov. This Unique Entity ID will be provided to DNCR before any funds can be disbursed.

G-1 EXHIBIT B – Scope of Work

Grantee shall construct/maintain a public snowmobile trail system, 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 shall reimburse the Grantee in accordance with RES 8408, subject to the following terms and conditions;

2. The maximum amount of funds available to the Grantee pursuant to this Agreement shall be **$2,550.00.** 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 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.

    a. FIRST PAYMENT; upon receipt of an invoice thirty (30) days after commencement of the Project or purchase, the State shall 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 shall 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 State of New Hampshire. Any remaining balances upon Project completion shall not be used for any other purpose unless prior written permission has been received and approved by the Bureau of Trails.

Organization Name:	Hidden Valley Sno-Riders
Unique Idenity Number:	LXFDE84KR266
Vendor Code:	158266
Grant #:	2024-ARPA-SMC-05
Appropriation Code:	010-035-2802-072-2676
Total Grant Value	$2,550.00

Grantee Initials MCL
Date 7/18/24

State of New Hampshire

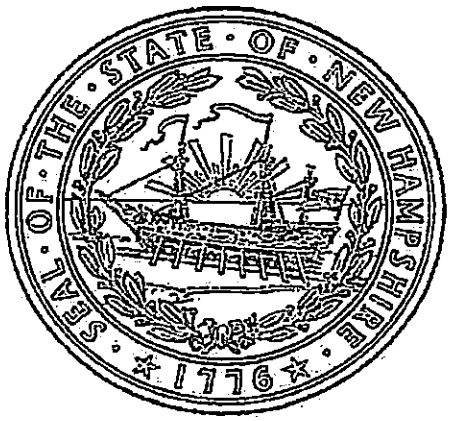
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that HIDDEN VALLEY SNO-RIDERS is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 15, 1996. 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: **261436**

Certificate Number: **0005754509**



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 April A.D. 2022.

David M. Scanlan
Secretary of State

SUBMITTED
W/CONVEY GIA

Business Information

Business Details

Business Name:	HIDDEN VALLEY SNO-RIDERS	Business ID:	261436
Business Type:	Domestic Nonprofit Corporation	Business Status:	Good Standing
Business Creation Date:	11/15/1996	Name in State of Incorporation:	Not Available
Date of Formation in Jurisdiction:	11/15/1996		
Principal Office Address:	P O Box 417, Marlow, NH, 03456, USA	Mailing Address:	P O Box 417, Marlow, NH, 03456, USA
Citizenship / State of Incorporation:	Domestic/New Hampshire		
		Last Nonprofit Report Year:	2020
		Next Report Year:	2025
Duration:	Perpetual		
Business Email:	chase1@myfairpoint.net	Phone #:	NONE
Notification Email:	chase1@myfairpoint.net	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / PROTECT SNOWMOBILING AS A WINTER SPORT FM UNFAIR STATE&LOCAL LAWS;PROMOTE SAFTY	

Page 1 of 1, records 1 to 1 of 1

Principals Information

Name/Title	Business Address
James Strickland / President	PO Box 417, Marlow, NH, 03456, USA
Gregg Hopkins / Vice President	PO Box 417, Marlow, NH, 03456, USA
Scott Chase / Treasurer	PO Box 417, Marlow, NH, 03456, USA
Scott Chase / Secretary	PO Box 417, Marlow, NH, 03456, USA

Page 1 of 1, records 1 to 4 of 4

Registered Agent Information

Name:	Not Available
Registered Office Address:	Not Available
Registered Mailing Address:	Not Available

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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Certificate of Authority #1 (Corporation, Non-profit Corporation)

Corporate Resolution

I, Scott Chase, **hereby certify** that I am duly elected Clerk/Secretary/Officer
(Name of person attesting)

of Hidden Valley Sno-Riders. 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 Apr. 27, 2024, at which a quorum of the directors/shareholders were present and voting.

Voted: That James Strickland (may list more than one person) is duly
(Name of Club TA)

authorized to enter into contracts or agreements on behalf of Hidden Valley Sno-Riders
(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 of 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: 7/19/24 **ATTEST:** Scott Chase *(Signature of person attesting)* **TITLE:** Treasurer *(Title)*

NHSNOWM-01 SCOCHRANE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/21/2024

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	NAIC #
INSURER A : Cincinnati Insurance Company	10677
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
NH Snowmobile Association, Inc / HIDDEN VALLEY SNO RIDERS
600 Laconia Road, Ste 2
Tilton, NH 03276

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

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

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

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
Sandra R. Cochrane

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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 Dept. of Natural & Cultural Resources Bureau of Trails – American Rescue Plan Act (ARPA) Funds		**1.2. State Agency Address** 172 Pembroke Road Concord, NH 03301	
1.3. Grantee Name Jefferson Hi-landers, Inc., The		**1.4. Grantee Address** PO Box 273, Jefferson, NH 03583	
1.5 Grantee Phone # (603) 960-0275	**1.6. Account Number** 010-035-2802-072-2676	**1.7. Completion Date** September 30, 2026	**1.8. Grant Limitation** $33,239
1.9. Grant Officer for State Agency Alexis Rudko, Deputy Chief, Bureau of Trails		**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 Richard Garabedian		**1.12. Name & Title of Grantee Signor 1** Richard Garabedian, 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) Sarah L. Stewart		**1.14. Name & Title of State Agency Signor(s)** Sarah L. Stewart, Commissioner	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) **By:** Sheri Phillips **Assistant Attorney General, On:** 8 / 13 / 2024			
1.16. Approval by Governor and Council (if applicable) **By:** Approved at G&C Meeting as Item #. **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").

Grantee Initials RG
Date 7/19/2024

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

8. 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

9. 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.

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

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.

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.

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 entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3. 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.

12.4. 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.

13. 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 RG

Date 7/19/2024

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 RG
Date 7/19/2024

STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURL AND CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION
BUREAU OF TRAILS PROGRAM
AMERICAN RESCUE PLAN ACT EMERGENCY FUNDS FOR STORM REPAIRS

G-1 EXHIBIT A – Special Provisions

WHEREAS, after receiving American Rescue Plan Act ("ARPA") funds from the Governor's Office of Emergency Relief and Recovery ("GOFERR"), the Department of Natural and Cultural Resources ("DNCR") is hereby authorized to award beneficiary award grants to snowmobile clubs organized under the Grant-In-Aid program for the sole purpose of repairing storm damage to the trails in New Hampshire. Accordingly, DNCR as identified in Block 1.1 (hereinafter referred to as "Grantor") is awarding a grant to the entity identified in Block 1.3 (hereinafter referred to as "Grantee"). The Grantee agrees and covenants that the funds will be used solely for the repair of damaged snowmobile trails in New Hampshire.

1. The Grantee shall to:
    a. The Grantee shall construct and undertake the approved Project, in accordance with their Approved Application, which is incorporated by reference herein and a copy maintained at the State. Furthermore, the Grantee shall 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.
    c. The Grantee shall submit to all requested inspections and audits by State officials which relate to the services and payments under this Agreement. Periodic inspections of, trail construction, may be made by Bureau officials or designees at any time.
    d. The Grantee understands that the entity's name and address, and all other documents relating to the grant are public information subject to disclosure and may be used by the state.

2. Termination

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

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 terminated immediately 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 the awarded Project funds can still be utilized for the purposes stated herein.

3. Events of Default: Remedies

Section 11 shall be amended as follows:

Provision 11.2.1 shall be deleted and replaced with the following language:

11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within fifteen (15) working 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

Grantee Initials RG
Date 7/19/2024

Add 11.2.5 as follows:

11.2.5 Consistent with Grant-In-Aid program rule 8408.04, 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.

4. Indemnification

Amend Section 16 to include the following additional provision:

16.1 **Grantee's liability for claims arising under Paragraph 16 shall be limited to its insured amounts consistent** with 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.

6. Notice

Amend Section 19 to include the following additional sentence:

Any notice by a party hereto to the other party via email is also deemed to have been duly delivered.

7. Data: Retention of Data: Access

Amend Section 9 to include the following additional provision:

9.6 The Grantee must maintain records and financial documents for seven (7) years after all funds have been expended or returned to the State and/or Treasury. Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats. The right to data access extends to Treasury.

8. Closeout

The Grantee has thirty (30) days after Term of Grant to submit all documents relating to the award. Grantee shall provide a final written summary with photos to document project completion.

9. New Hampshire State and Local Fiscal Recovery Funds Federal Requirements

This Agreement is funded under a grant to the State of New Hampshire (State) and New Hampshire Department of Natural and Cultural Resources (NHDNCR) as approved by the Governor and Executive Council from the federal government through the Department of Treasury (Treasury) through the American Rescue Plan Act of 2021 (ARPA), with the source of funds being the State and Local Fiscal Recovery Funds (SLFRF) identified under the Catalog of Federal Domestic Assistance (CFDA) number #21.027. The Federal Award Identification Number (FAIN) for this award is SLFRP0145. This grant award is a beneficiary award.

Grantee Initials RG
Date 7/19/2024

Pursuant to 2 CFR 25, the Grantee shall provide NHDNCR with their Unique Entity Identifier (Unique Entity ID). A Unique Entity ID may be obtained by visiting https://www.sam.gov. This Unique Entity ID will be provided to DNCR before any funds can be disbursed.

G-1 EXHIBIT B – Scope of Work

Grantee shall construct/maintain a public snowmobile trail system, 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 shall reimburse the Grantee in accordance with RES 8408, subject to the following terms and conditions;

2. The maximum amount of funds available to the Grantee pursuant to this Agreement shall be **$33,239.00**. 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 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.

    a. FIRST PAYMENT; upon receipt of an invoice thirty (30) days after commencement of the Project or purchase, the State shall 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 shall 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 State of New Hampshire. Any remaining balances upon Project completion shall not be used for any other purpose unless prior written permission has been received and approved by the Bureau of Trails.

Organization Name:	Jefferson Hi-landers, Inc., The
Unique Idenity Number:	SYHKFKYK82A1
Vendor Code:	154753
Grant #:	2024-ARPA-SMC-06
Appropriation Code:	010-035-2802-072-2676
Total Grant Value	$33,239.00

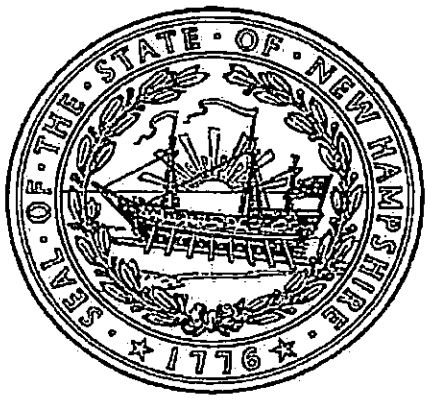
Grantee Initials RG
Date 7/19/2024

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 JEFFERSON HI-LANDERS, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 07, 1972. 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: **60695**
Certificate Number: **0005783462**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 26th day of May A.D. 2022.

David M. Scanlan
Secretary of State

Business Information

Business Details

Business Name:	THE JEFFERSON HI-LANDERS, INC.	Business ID:	60695
Business Type:	Domestic Nonprofit Corporation	Business Status:	Good Standing
Business Creation Date:	04/07/1972	Name in State of Incorporation:	THE JEFFERSON HI-LANDERS, INC.
Date of Formation in Jurisdiction:	04/07/1972		
Principal Office Address:	Walker Road, Jefferson, NH, 03583, USA	Mailing Address:	PO Box 273, Jefferson, NH, 03583, USA
Citizenship / State of Incorporation:	Domestic/New Hampshire		
		Last Nonprofit Report Year:	2020
		Next Report Year:	2025
Duration:	Perpetual		
Business Email:	hilanderssmc@yahoo.com	Phone #:	NONE
Notification Email:	camppup@yahoo.com	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	Other Services (except Public Administration)	Civic and Social Organizations
2	NOT REQUIRED	

Page 1 of 1, records 1 to 2 of 2

Principals Information

Name/Title	Business Address
John S Sullivan / Director	129 Presidential Hwy, Jefferson, NH, 03583, USA
Robert Roy / President	PO Box273, Jefferson, NH, 03583, USA

Page 1 of 1, records 1 to 2 of 2

Registered Agent Information

Name:	Not Available
Registered Office Address:	Not Available
Registered Mailing Address:	Not Available

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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Certificate of Authority #1 (Corporation, Non-profit Corporation)

Corporate Resolution

I, Kim Perry, **hereby certify** that I am duly elected Clerk/Secretary/Officer
(Name of person attesting)

of Jefferson Hi-landers, Inc., The. 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 July 13, 2024, at which a quorum of the directors/shareholders were present and voting.

Voted: That Richard Garabedian (may list more than one person) is duly
(Name of Club TA)

authorized to enter into contracts or agreements on behalf of Jefferson Hi-landers, Inc., The
(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 of 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: 7/19/2024 **ATTEST:** Kim Perry Digitally signed by Kim Perry DN: cn=Kim Perry, o, ou=Jefferson Hi-Lander, Inc., The, email=7779kimp@gmail.com, c=US Date: 2024.07.19 08:15:52 -04'00' **TITLE:** Treasurer
(Signature of person attesting) *(Title)*

NHSNOWM-01 SCOCHRANE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/21/2024

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	NAIC #
INSURER A : Cincinnati Insurance Company	10677
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
NH Snowmobile Association, Inc / JEFFERSON HI-LANDERS
600 Laconia Road, Ste 2
Tilton, NH 03276

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

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

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

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
Sarah L. Cochrane

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FORM NUMBER G-1 (version 11/2021)

RECEIVED
JUL 25 2024
DNCR

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 – American Rescue Plan Act (ARPA) Funds		**1.2. State Agency Address** 172 Pembroke Road Concord, NH 03301	
1.3. Grantee Name Lake Sunapee Snowmobile Club		**1.4. Grantee Address** PO Box 390, Newbury, NH 03255	
1.5 Grantee Phone # (603) 470-6904	**1.6. Account Number** 010-035-2802-072-2676	**1.7. Completion Date** September 30, 2026	**1.8. Grant Limitation** $25,400
1.9. Grant Officer for State Agency Alexis Rudko, Deputy Chief, Bureau of Trails		**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 Paul Lombardi		**1.12. Name & Title of Grantee Signor 1** Paul Lombardi, 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) Sarah L. Stewart,		**1.14. Name & Title of State Agency Signor(s)** Sarah L. Stewart, Commissioner	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) **By:** Sheri Phillips **Assistant Attorney General, On:** 8 / 13 / 2024			
1.16. Approval by Governor and Council (if applicable) **By:** Approved at G&C Meeting as Item # **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").

Grantee Initials PMC
Date 7/24/24

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

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.

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.

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 entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3. 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.

12.4. 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.

13. 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 AHL
Date 7/20/24

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.

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 PHL
Date 7/20/24

STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURL AND CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION
BUREAU OF TRAILS PROGRAM
AMERICAN RESCUE PLAN ACT EMERGENCY FUNDS FOR STORM REPAIRS

G-1 EXHIBIT A – Special Provisions

WHEREAS, after receiving American Rescue Plan Act ("ARPA") funds from the Governor's Office of Emergency Relief and Recovery ("GOFERR"), the Department of Natural and Cultural Resources ("DNCR") is hereby authorized to award beneficiary award grants to snowmobile clubs organized under the Grant-In-Aid program for the sole purpose of repairing storm damage to the trails in New Hampshire. Accordingly, DNCR as identified in Block 1.1 (hereinafter referred to as "Grantor") is awarding a grant to the entity identified in Block 1.3 (hereinafter referred to as "Grantee"). The Grantee agrees and covenants that the funds will be used solely for the repair of damaged snowmobile trails in New Hampshire.

1. The Grantee shall to:
    a. The Grantee shall construct and undertake the approved Project, in accordance with their Approved Application, which is incorporated by reference herein and a copy maintained at the State. Furthermore, the Grantee shall 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.
    c. The Grantee shall submit to all requested inspections and audits by State officials which relate to the services and payments under this Agreement. Periodic inspections of, trail construction, may be made by Bureau officials or designees at any time.
    d. The Grantee understands that the entity's name and address, and all other documents relating to the grant are public information subject to disclosure and may be used by the state.

2. Termination

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

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 terminated immediately 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 the awarded Project funds can still be utilized for the purposes stated herein.

3. Events of Default: Remedies

Section 11 shall be amended as follows:

Provision 11.2.1 shall be deleted and replaced with the following language:

11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within fifteen (15) working 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

Grantee Initials PH
Date 7/24/24

Add 11.2.5 as follows:

11.2.5 Consistent with Grant-In-Aid program rule 8408.04, 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.

4. Indemnification

Amend Section 16 to include the following additional provision:

16.1 Grantee's liability for claims arising under Paragraph 16 shall be limited to its insured amounts consistent with 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.

6. Notice

Amend Section 19 to include the following additional sentence:

Any notice by a party hereto to the other party via email is also deemed to have been duly delivered.

7. Data: Retention of Data: Access

Amend Section 9 to include the following additional provision:

9.6 The Grantee must maintain records and financial documents for seven (7) years after all funds have been expended or returned to the State and/or Treasury. Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats. The right to data access extends to Treasury.

8. Closeout

The Grantee has thirty (30) days after Term of Grant to submit all documents relating to the award. Grantee shall provide a final written summary with photos to document project completion.

9. New Hampshire State and Local Fiscal Recovery Funds Federal Requirements

This Agreement is funded under a grant to the State of New Hampshire (State) and New Hampshire Department of Natural and Cultural Resources (NHDNCR) as approved by the Governor and Executive Council from the federal government through the Department of Treasury (Treasury) through the American Rescue Plan Act of 2021 (ARPA), with the source of funds being the State and Local Fiscal Recovery Funds (SLFRF) identified under the Catalog of Federal Domestic Assistance (CFDA) number #21.027. The Federal Award Identification Number (FAIN) for this award is SLFRP0145. This grant award is a beneficiary award.

Grantee Initials PHC
Date 7/20/24

Pursuant to 2 CFR 25, the Grantee shall provide NHDNCR with their Unique Entity Identifier (Unique Entity ID). A Unique Entity ID may be obtained by visiting https://www.sam.gov. This Unique Entity ID will be provided to DNCR before any funds can be disbursed.

G-1 EXHIBIT B – Scope of Work

Grantee shall construct/maintain a public snowmobile trail system, 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 shall reimburse the Grantee in accordance with RES 8408, subject to the following terms and conditions;

2. The maximum amount of funds available to the Grantee pursuant to this Agreement shall be **$25,400.00.** 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 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.

    a. FIRST PAYMENT; upon receipt of an invoice thirty (30) days after commencement of the Project or purchase, the State shall 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 shall 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 State of New Hampshire. Any remaining balances upon Project completion shall not be used for any other purpose unless prior written permission has been received and approved by the Bureau of Trails.

Organization Name:	Lake Sunapee Snowmobile Club
Unique Idenity Number:	KZQHG57L6JQ5
Vendor Code:	156464
Grant #:	2024-ARPA-SMC-08
Appropriation Code:	010-035-2802-072-2676
Total Grant Value	$25,400.00

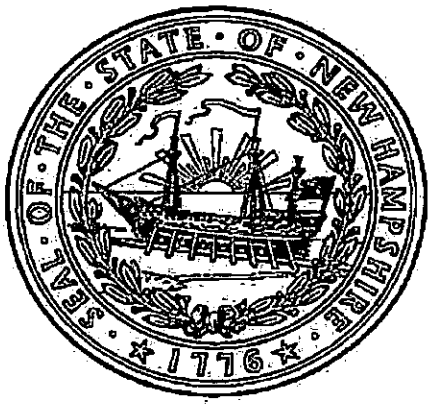
Grantee Initials 7/26/24
Date

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 LAKE SUNAPEE SNOWMOBILE CLUB is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 14, 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: **128049**
Certificate Number: **0005711758**



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 March A.D. 2022.

William M. Gardner
Secretary of State

Business Information

Business Details

Business Name:	LAKE SUNAPEE SNOWMOBILE CLUB	Business ID:	128049
Business Type:	Domestic Nonprofit Corporation	Business Status:	Good Standing
Business Creation Date:	03/14/1988	Name in State of Incorporation:	Not Available
Date of Formation in Jurisdiction:	03/14/1988		
Principal Office Address:	PO BOX 391, NEWBURY, NH, 03255, USA	Mailing Address:	NONE
Citizenship / State of Incorporation:	Domestic/New Hampshire		
		Last Nonprofit Report Year:	2020
		Next Report Year:	2025
Duration:	Perpetual		
Business Email:	bin2zel@gmail.com	Phone #:	NONE
Notification Email:	bin2zel@gmail.com	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / TO PROMOTE GOOD CONDUCT,SPORTSMANSHIP, SAFETY AND CONSERVATION PRACTICES	

Page 1 of 1, records 1 to 1 of 1

Principals Information

Name/Title	Business Address
Paul Lombardi / President	2 Prospect St, Hillsboro, NH, 03244, USA
Casey Brennan / Vice President	PO Box 3474, Concord, NH, 03302, USA
Marla Binzel / Treasurer	PO Box 1027, Georges Mills, NH, 03751, USA
Angela Murphy / Secretary	19 Sutton Rd, Bradford, NH, 03221, USA
Ginny Lohmann / Director	PO Box 625, Sunapee, NH, 03782, USA

< Previous ... 1 2 ... Next > Page 1 of 2, records 1 to 5 of 7 Go to Page

Registered Agent Information

Name: Not Available

Registered Office Address: Not Available

Registered Mailing Address: Not Available

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

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Certificate of Authority #1

(Corporation, Non-profit Corporation)

Corporate Resolution

I, Casey Brennan, **hereby certify** that I am duly elected Clerk/Secretary/Officer
(Name of person attesting)

of Lake Sunapee Snowmobile Club. 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 3, 2024, at which a quorum of the directors/shareholders were present and voting.

Voted: That Paul Lombardi (may list more than one person) is duly
(Name of Club TA)

authorized to enter into contracts or agreements on behalf of Lake Sunapee Snowmobile Club
(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 of 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: 7/20/24 **ATTEST:** _____ **TITLE:** Trail Master
(Signature of person attesting) *(Title)*

NHSNOWM-01 SCOCHRANE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/21/2024

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	NAIC #
INSURER A : Cincinnati Insurance Company	10677
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
NH Snowmobile Association, Inc / LAKE SUNAPEE SM CLUB
600 Laconia Road, Ste 2
Tilton, NH 03276

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

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

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

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
Sandra R. Cochrane

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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 Dept. of Natural & Cultural Resources Bureau of Trails – American Rescue Plan Act (ARPA) Funds		**1.2. State Agency Address** 172 Pembroke Road Concord, NH 03301	
1.3. Grantee Name Pittsburg Ridge Runners Snowmobile Club, Inc.		**1.4. Grantee Address** 17 Dickson Lane, Pittsburg, NH 03592	
1.5 Grantee Phone # (603) 538-1142	**1.6. Account Number** 010-035-2802-072-2676	**1.7. Completion Date** September 30, 2026	**1.8. Grant Limitation** $101,330
1.9. Grant Officer for State Agency Alexis Rudko, Deputy Chief, Bureau of Trails		**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 Cathy Desjardins Digitally signed by Cathy Desjardins Date: 2024.07.19 08:36:52 -04'00'		**1.12. Name & Title of Grantee Signor 1** Cathy Desjardins, 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) Sarah L. Stewart Digitally signed by Sarah L. Stewart DN: CN = Sarah L. Stewart, email = sarah.l.stewart@dncr.nh.gov, C = US, O = State Department of Natural and Cultural Resources, OU = Office of the Commissioner Date: 2024.08.13 08:31:11 -04'00'		**1.14. Name & Title of State Agency Signor(s)** Sarah L. Stewart, Commissioner	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) **By:** Shari Phillips **Assistant Attorney General, On:** 8 / 13 / 2024			
1.16. Approval by Governor and Council (if applicable) **By:** Approved at G&C Meeting as Item # **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").

Grantee Initials CD
Date 7/19/24

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

8. 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

9. 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.

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

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.

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.

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 entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3. 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.

12.4. 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.

13. 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 CD
Date 7/19/24

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 CD
Date 7/19/24

STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURL AND CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION
BUREAU OF TRAILS PROGRAM
AMERICAN RESCUE PLAN ACT EMERGENCY FUNDS FOR STORM REPAIRS

G-1 EXHIBIT A – Special Provisions

WHEREAS, after receiving American Rescue Plan Act ("ARPA") funds from the Governor's Office of Emergency Relief and Recovery ("GOFERR"), the Department of Natural and Cultural Resources ("DNCR") is hereby authorized to award beneficiary award grants to snowmobile clubs organized under the Grant-In-Aid program for the sole purpose of repairing storm damage to the trails in New Hampshire. Accordingly, DNCR as identified in Block 1.1 (hereinafter referred to as "Grantor") is awarding a grant to the entity identified in Block 1.3 (hereinafter referred to as "Grantee"). The Grantee agrees and covenants that the funds will be used solely for the repair of damaged snowmobile trails in New Hampshire.

1. The Grantee shall to:
    a. The Grantee shall construct and undertake the approved Project, in accordance with their Approved Application, which is incorporated by reference herein and a copy maintained at the State. Furthermore, the Grantee shall 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.
    c. The Grantee shall submit to all requested inspections and audits by State officials which relate to the services and payments under this Agreement. Periodic inspections of, trail construction, may be made by Bureau officials or designees at any time.
    d. The Grantee understands that the entity's name and address, and all other documents relating to the grant are public information subject to disclosure and may be used by the state.

2. Termination

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

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 terminated immediately 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 the awarded Project funds can still be utilized for the purposes stated herein.

3. Events of Default: Remedies

Section 11 shall be amended as follows:

Provision 11.2.1 shall be deleted and replaced with the following language:

11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within fifteen (15) working 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

Grantee Initials CD
Date 7/19/24

Add 11.2.5 as follows:

11.2.5 Consistent with Grant-In-Aid program rule 8408.04, 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.

4. Indemnification

Amend Section 16 to include the following additional provision:

16.1 **Grantee's liability for claims arising under Paragraph 16 shall be limited to its insured amounts** consistent with 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.

6. Notice

Amend Section 19 to include the following additional sentence:

Any notice by a party hereto to the other party via email is also deemed to have been duly delivered.

7. Data: Retention of Data: Access

Amend Section 9 to include the following additional provision:

9.6 The Grantee must maintain records and financial documents for seven (7) years after all funds have been expended or returned to the State and/or Treasury. Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats. The right to data access extends to Treasury.

8. Closeout

The Grantee has thirty (30) days after Term of Grant to submit all documents relating to the award. Grantee shall provide a final written summary with photos to document project completion.

9. New Hampshire State and Local Fiscal Recovery Funds Federal Requirements

This Agreement is funded under a grant to the State of New Hampshire (State) and New Hampshire Department of Natural and Cultural Resources (NHDNCR) as approved by the Governor and Executive Council from the federal government through the Department of Treasury (Treasury) through the American Rescue Plan Act of 2021 (ARPA), with the source of funds being the State and Local Fiscal Recovery Funds (SLFRF) identified under the Catalog of Federal Domestic Assistance (CFDA) number #21.027. The Federal Award Identification Number (FAIN) for this award is SLFRP0145. This grant award is a beneficiary award.

Grantee Initials CD
Date 7/19/24

Pursuant to 2 CFR 25, the Grantee shall provide NHDNCR with their Unique Entity Identifier (Unique Entity ID). A Unique Entity ID may be obtained by visiting https://www.sam.gov. This Unique Entity ID will be provided to DNCR before any funds can be disbursed.

G-1 EXHIBIT B – Scope of Work

Grantee shall construct/maintain a public snowmobile trail system, 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 shall reimburse the Grantee in accordance with RES 8408, subject to the following terms and conditions;

2. The maximum amount of funds available to the Grantee pursuant to this Agreement shall be **$101,330.00**. 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 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.

    a. FIRST PAYMENT; upon receipt of an invoice thirty (30) days after commencement of the Project or purchase, the State shall 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 shall 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 State of New Hampshire. Any remaining balances upon Project completion shall not be used for any other purpose unless prior written permission has been received and approved by the Bureau of Trails.

Organization Name:	Pittsburg Ridge Runners Snowmobile Club, Inc.
Unique Idenity Number:	TDZKT8LYE7X1
Vendor Code:	155767
Grant #:	2024-ARPA-SMC-10
Appropriation Code:	010-035-2802-072-2676
Total Grant Value	$101,330.00

Grantee Initials CD
Date 7/19/24

State of New Hampshire

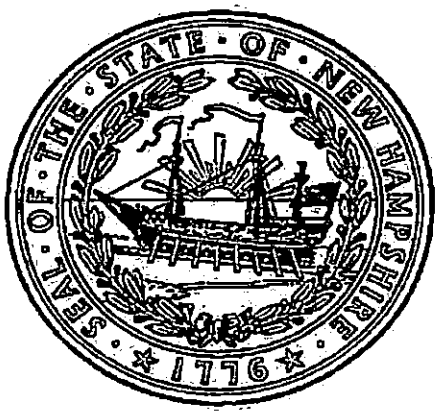
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that PITTSBURG RIDGE RUNNERS SNOWMOBILE CLUB, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on February 10, 1967. 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: **65044**

Certificate Number: **0005760705**



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 April A.D. 2022.

David M. Scanlan
Secretary of State

Business Information

Business Details

Business Name:	PITTSBURG RIDGE RUNNERS SNOWMOBILE CLUB, INC.	Business ID:	65044
Business Type:	Domestic Nonprofit Corporation	Business Status:	Good Standing
Business Creation Date:	02/10/1967	Name in State of Incorporation:	Not Available
Date of Formation in Jurisdiction:	02/10/1967		
Principal Office Address:	17 DICKSON LANE, PITTSBURG, NH, 03592, USA	Mailing Address:	17 DICKSON LANE, PITTSBURG, NH, 03592, USA
Citizenship / State of Incorporation:	Domestic/New Hampshire		
		Last Nonprofit Report Year:	2020
		Next Report Year:	2025
Duration:	Perpetual		
Business Email:	prrscoffice@myfairpoint.net	Phone #:	NONE
Notification Email:	prrscoffice@myfairpoint.net	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / MAINTAIN AND GROOM SNOWMOBILE TRAILS FOR PUBLIC USE	

Page 1 of 1, records 1 to 1 of 1

Principals Information

Name/Title	Business Address
Curtis Shaw / President	52 Deschene Rd., Pittsburg, NH, 03592, USA
Paul Bergeron / Vice President	59 Ramblewood Road, Pittsburg, NH, 03592, USA
Cindy Howe / Director	609 Beach Road, Pittsburg, NH, 03592, USA
David Ainsworth / Director	P.O. Box 84, Pittsburg, NH, 03592, USA
Kevin Lassonde / Director	103 Old County Road, Clarksville, NH, 03592, USA

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Registered Agent Information

Name:	Not Available
Registered Office Address:	Not Available
Registered Mailing Address:	Not Available

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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Certificate of Authority #1 (Corporation, Non-profit Corporation)

Corporate Resolution

I, Terry Swain, **hereby certify** that I am duly elected Clerk/Secretary/Officer
(Name of person attesting)

of Pittsburg Ridge Runners Snowmobile Club, Inc. 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 13, 20 23, at which a quorum of the directors/shareholders were present and voting.

Voted: That Cathy Desjardins (may list more than one person) is duly
(Name of Club TA)

authorized to enter into contracts or agreements on behalf of Pittsburg Ridge Runners Snowmobile Club, Inc.
(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 of 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: 7-19-24 **ATTEST:** Terry Swain *(Signature of person attesting)* **TITLE:** President *(Title)*

NHSNOWM-01 SCOCHRANE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/21/2024

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	NAIC #
INSURER A : Cincinnati Insurance Company	10677
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
NH Snowmobile Association, Inc / PITTSBURG RIDGE RUNNERS
600 Laconia Road, Ste 2
Tilton, NH 03276

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

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

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

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
Sarah R. Cochrane

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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 Dept. of Natural & Cultural Resources Bureau of Trails – American Rescue Plan Act (ARPA) Funds		**1.2. State Agency Address** 172 Pembroke Road Concord, NH 03301	
1.3. Grantee Name Presidential Range Riders		**1.4. Grantee Address** 4 Bangor St., Gorham, NH 03581	
1.5 Grantee Phone # (603) 723-8741	**1.6. Account Number** 010-035-2802-072-2676	**1.7. Completion Date** September 30, 2026	**1.8. Grant Limitation** $147,825.15
1.9. Grant Officer for State Agency Alexis Rudko, Deputy Chief, Bureau of Trails		**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 N/A		**1.12. Name & Title of Grantee Signor 1** Steve Sheridan, 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) Sarah L. Stewart		**1.14. Name & Title of State Agency Signor(s)** Sarah L. Stewart, Commissioner	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) **By:** Sheri Phillips **Assistant Attorney General, On:** 8/13/2024			
1.16. Approval by Governor and Council (if applicable) **By:** Approved at G&C Meeting as Item # **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").

Grantee Initials
Date 7/22/24

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

8. 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

9. 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.

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

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.

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.

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 entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3. 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.

12.4. 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.

13. 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

Date 7/22/24

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
Date 7/22/24

STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURL AND CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION
BUREAU OF TRAILS PROGRAM
AMERICAN RESCUE PLAN ACT EMERGENCY FUNDS FOR STORM REPAIRS

G-1 EXHIBIT A – Special Provisions

WHEREAS, after receiving American Rescue Plan Act ("ARPA") funds from the Governor's Office of Emergency Relief and Recovery ("GOFERR"), the Department of Natural and Cultural Resources ("DNCR") is hereby authorized to award beneficiary award grants to snowmobile clubs organized under the Grant-In-Aid program for the sole purpose of repairing storm damage to the trails in New Hampshire. Accordingly, DNCR as identified in Block 1.1 (hereinafter referred to as "Grantor") is awarding a grant to the entity identified in Block 1.3 (hereinafter referred to as "Grantee"). The Grantee agrees and covenants that the funds will be used solely for the repair of damaged snowmobile trails in New Hampshire.

1. The Grantee shall to:
    a. The Grantee shall construct and undertake the approved Project, in accordance with their Approved Application, which is incorporated by reference herein and a copy maintained at the State. Furthermore, the Grantee shall 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.
    c. The Grantee shall submit to all requested inspections and audits by State officials which relate to the services and payments under this Agreement. Periodic inspections of, trail construction, may be made by Bureau officials or designees at any time.
    d. The Grantee understands that the entity's name and address, and all other documents relating to the grant are public information subject to disclosure and may be used by the state.

2. Termination

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

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 terminated immediately 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 the awarded Project funds can still be utilized for the purposes stated herein.

3. Events of Default: Remedies

Section 11 shall be amended as follows:

Provision 11.2.1 shall be deleted and replaced with the following language:

11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within fifteen (15) working 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

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Add 11.2.5 as follows:

11.2.5 Consistent with Grant-In-Aid program rule 8408.04, 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.

4. Indemnification

Amend Section 16 to include the following additional provision:

16.1 Grantee's liability for claims arising under Paragraph 16 shall be limited to its insured amounts consistent with 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.

6. Notice

Amend Section 19 to include the following additional sentence:

Any notice by a party hereto to the other party via email is also deemed to have been duly delivered.

7. Data: Retention of Data: Access

Amend Section 9 to include the following additional provision:

9.6 The Grantee must maintain records and financial documents for seven (7) years after all funds have been expended or returned to the State and/or Treasury. Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats. The right to data access extends to Treasury.

8. Closeout

The Grantee has thirty (30) days after Term of Grant to submit all documents relating to the award. Grantee shall provide a final written summary with photos to document project completion.

9. New Hampshire State and Local Fiscal Recovery Funds Federal Requirements

This Agreement is funded under a grant to the State of New Hampshire (State) and New Hampshire Department of Natural and Cultural Resources (NHDNCR) as approved by the Governor and Executive Council from the federal government through the Department of Treasury (Treasury) through the American Rescue Plan Act of 2021 (ARPA), with the source of funds being the State and Local Fiscal Recovery Funds (SLFRF) identified under the Catalog of Federal Domestic Assistance (CFDA) number #21.027. The Federal Award Identification Number (FAIN) for this award is SLFRP0145. This grant award is a beneficiary award.

Grantee Initials
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Pursuant to 2 CFR 25, the Grantee shall provide NHDNCR with their Unique Entity Identifier (Unique Entity ID). A Unique Entity ID may be obtained by visiting https://www.sam.gov. This Unique Entity ID will be provided to DNCR before any funds can be disbursed.

G-1 EXHIBIT B – Scope of Work

Grantee shall construct/maintain a public snowmobile trail system, 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 shall reimburse the Grantee in accordance with RES 8408, subject to the following terms and conditions;

2. The maximum amount of funds available to the Grantee pursuant to this Agreement shall be **$147,825.15**. 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.

    a. FIRST PAYMENT; upon receipt of an invoice thirty (30) days after commencement of the Project or purchase, the State shall 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 shall 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 State of New Hampshire. Any remaining balances upon Project completion shall not be used for any other purpose unless prior written permission has been received and approved by the Bureau of Trails.

Organization Name:	Presidential Range Riders
Unique Idenity Number:	T94AP8Z71QV6
Vendor Code:	154829
Grant #:	2024-ARPA-SMC-11
Appropriation Code:	010-035-2802-072-2676
Total Grant Value	$147,825.15

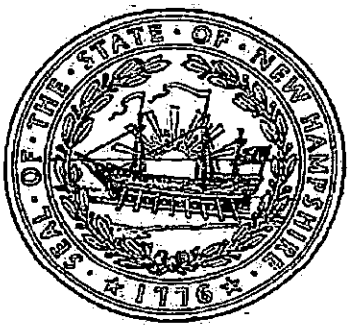
Grantee Initials
Date 7/22/24

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 PRESIDENTIAL RANGE RIDERS is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 16, 1972. 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: 65155
Certificate Number: 0005770133



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of May A.D. 2022.

David M. Scanlan
Secretary of State

Business Information

Business Details

Business Name:	PRESIDENTIAL RANGE RIDERS	Business ID:	65155
Business Type:	Domestic Nonprofit Corporation	Business Status:	Good Standing
Business Creation Date:	03/16/1972	Name in State of Incorporation:	Not Available
Date of Formation in Jurisdiction:	03/16/1972		
Principal Office Address:	4 Bangor Street, Gorham, NH, 03581, USA	Mailing Address:	4 Bangor Street, Gorham, NH, 03581, 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 / SNOWMOBILE CLUB - MAINTAIN TRAIL SYSTEM	

Page 1 of 1, records 1 to 1 of 1

Principals Information

Name/Title	Business Address
Brian M Ruel / President	4 Bangor Street, Gorham, NH, 03581, USA
Kelley A Ruel / Treasurer	4 Bangor Street, Gorham, NH, 03581, USA
Kathy Malespini / Secretary	161 Lancaster Road, Gorham, NH, 03581, USA
Brian M Ruel / Director	4 Bangor Street, Gorham, NH, 03581, USA
Kelley A Ruel / Director	4 Bangor Street, Gorham, NH, 03581, USA

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Registered Agent Information

Name:	Not Available
Registered Office Address:	Not Available
Registered Mailing Address:	Not Available

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

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Certificate of Authority #1 (Corporation, Non-profit Corporation)

Corporate Resolution

I, BRIAN RUEL, **hereby certify** that I am duly elected Clerk/Secretary/Officer
(Name of person attesting)

of Presidential Range Riders. 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 7/22, 2024, at which a quorum of the directors/shareholders were present and voting.

Voted: That Steve Sheridan (may list more than one person) is duly
(Name of Club TA)

authorized to enter into contracts or agreements on behalf of Presidential Range Riders
(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 of 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: 7/22/24 **ATTEST:** _____ **TITLE:** PRESIDENT
(Signature of person attesting) *(Title)*

NHSNOWM-01 SCOCHRANE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/24/2024

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	NAIC #
INSURER A : Cincinnati Insurance Company	10677
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
NH Snowmobile Association, Inc / PRESIDENTIAL RANGE RIDERS
600 Laconia Road, Ste 2
Tilton, NH 03276

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

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

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

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
Sarah R. Cochrane

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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 Dept. of Natural & Cultural Resources Bureau of Trails – American Rescue Plan Act (ARPA) Funds		**1.2. State Agency Address** 172 Pembroke Road 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) 530-4299	**1.6. Account Number** 010-035-2802-072-2676	**1.7. Completion Date** September 30, 2026	**1.8. Grant Limitation** $26,399.80
1.9. Grant Officer for State Agency Alexis Rudko, Deputy Chief, Bureau of Trails		**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 Candy Livingston		**1.12. Name & Title of Grantee Signor 1** Candy Livingstone, 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) Sarah L. Stewart		**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:** Sheri Phillips **Assistant Attorney General, On:** 8 / 13/ 2024			
1.16. Approval by Governor and Council (if applicable) **By:** Approved at G&C Meeting as Item # **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").

Grantee Initials CL
Date 7/24/24

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

8. 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

9. 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.

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

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.

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.

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 entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3. 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.

12.4. 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.

13. 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 reviewor

Grantee Initials CL
Date 7/24/24

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 CL
Date 7/24/24

STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURL AND CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION
BUREAU OF TRAILS PROGRAM
AMERICAN RESCUE PLAN ACT EMERGENCY FUNDS FOR STORM REPAIRS

G-1 EXHIBIT A – Special Provisions

WHEREAS, after receiving American Rescue Plan Act ("ARPA") funds from the Governor's Office of Emergency Relief and Recovery ("GOFERR"), the Department of Natural and Cultural Resources ("DNCR") is hereby authorized to award beneficiary award grants to snowmobile clubs organized under the Grant-In-Aid program for the sole purpose of repairing storm damage to the trails in New Hampshire. Accordingly, DNCR as identified in Block 1.1 (hereinafter referred to as "Grantor") is awarding a grant to the entity identified in Block 1.3 (hereinafter referred to as "Grantee"). The Grantee agrees and covenants that the funds will be used solely for the repair of damaged snowmobile trails in New Hampshire.

1. The Grantee shall to:
    a. The Grantee shall construct and undertake the approved Project, in accordance with their Approved Application, which is incorporated by reference herein and a copy maintained at the State. Furthermore, the Grantee shall 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.
    c. The Grantee shall submit to all requested inspections and audits by State officials which relate to the services and payments under this Agreement. Periodic inspections of, trail construction, may be made by Bureau officials or designees at any time.
    d. The Grantee understands that the entity's name and address, and all other documents relating to the grant are public information subject to disclosure and may be used by the state.

2. Termination

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

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 terminated immediately 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 the awarded Project funds can still be utilized for the purposes stated herein.

3. Events of Default: Remedies

Section 11 shall be amended as follows:

Provision 11.2.1 shall be deleted and replaced with the following language:

11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within fifteen (15) working 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

Grantee Initials CL
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Add 11.2.5 as follows:

11.2.5 Consistent with Grant-In-Aid program rule 8408.04, 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.

4. Indemnification

Amend Section 16 to include the following additional provision:

16.1 **Grantee's liability for claims arising under Paragraph 16 shall be limited to its insured amounts** consistent with 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.

6. Notice

Amend Section 19 to include the following additional sentence:

Any notice by a party hereto to the other party via email is also deemed to have been duly delivered.

7. Data: Retention of Data: Access

Amend Section 9 to include the following additional provision:

9.6 The Grantee must maintain records and financial documents for seven (7) years after all funds have been expended or returned to the State and/or Treasury. Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats. The right to data access extends to Treasury.

8. Closeout

The Grantee has thirty (30) days after Term of Grant to submit all documents relating to the award. Grantee shall provide a final written summary with photos to document project completion.

9. New Hampshire State and Local Fiscal Recovery Funds Federal Requirements

This Agreement is funded under a grant to the State of New Hampshire (State) and New Hampshire Department of Natural and Cultural Resources (NHDNCR) as approved by the Governor and Executive Council from the federal government through the Department of Treasury (Treasury) through the American Rescue Plan Act of 2021 (ARPA), with the source of funds being the State and Local Fiscal Recovery Funds (SLFRF) identified under the Catalog of Federal Domestic Assistance (CFDA) number #21.027. The Federal Award Identification Number (FAIN) for this award is SLFRP0145. This grant award is a beneficiary award.

Grantee Initials CL
Date 7/24/24

Pursuant to 2 CFR 25, the Grantee shall provide NHDNCR with their Unique Entity Identifier (Unique Entity ID). A Unique Entity ID may be obtained by visiting https://www.sam.gov. This Unique Entity ID will be provided to DNCR before any funds can be disbursed.

G-1 EXHIBIT B – Scope of Work

Grantee shall construct/maintain a public snowmobile trail system, 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 shall reimburse the Grantee in accordance with RES 8408, subject to the following terms and conditions;

2. The maximum amount of funds available to the Grantee pursuant to this Agreement shall be **$26,399.80**. 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.

    a. FIRST PAYMENT; upon receipt of an invoice thirty (30) days after commencement of the Project or purchase, the State shall 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 shall 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 State of New Hampshire. Any remaining balances upon Project completion shall not be used for any other purpose unless prior written permission has been received and approved by the Bureau of Trails.

Organization Name:	Stratford Nighthawks
Unique Idenity Number:	PGV4E2H16GA4
Vendor Code:	166666
Grant #:	2024-ARPA-SMC-14
Appropriation Code:	010-035-2802-072-2676
Total Grant Value	$26,399.80

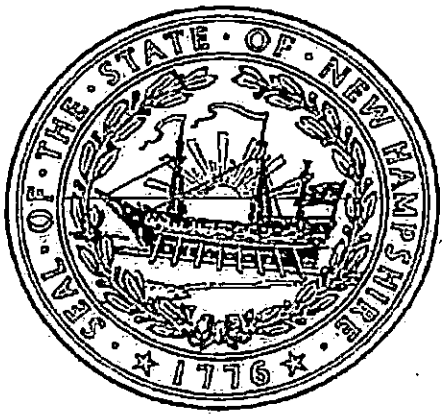
Grantee Initials CL
Date 7/24/24

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.

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

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Registered Agent Information

Name:	Not Available
Registered Office Address:	Not Available
Registered Mailing Address:	Not Available

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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Certificate of Authority #1 (Corporation, Non-profit Corporation)

Corporate Resolution

I, Bill Noons, **hereby certify** that I am duly elected Clerk/Secretary/Officer
(Name of person attesting)

of Stratford Nighthawks. 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 January 13, 2024, at which a quorum of the directors/shareholders were present and voting.

Voted: That Candy Livingstone (may list more than one person) is duly
(Name of Club TA)

authorized to enter into contracts or agreements on behalf of Stratford Nighthawks
(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 of 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: July 24, 2024 **ATTEST:** Bill Noons *(Signature of person attesting)* **TITLE:** President *(Title)*

NHSNOWM-01 SCOCHRANE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/21/2024

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	NAIC #
INSURER A : Cincinnati Insurance Company	10677
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
NH Snowmobile Association, Inc / STRATFORD NIGHTHAWKS
600 Laconia Road, Ste 2
Tilton, NH 03276

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

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

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

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
Sandy R. Cochrane

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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 Dept. of Natural & Cultural Resources Bureau of Trails – American Rescue Plan Act (ARPA) Funds		**1.2. State Agency Address** 172 Pembroke Road Concord, NH 03301	
1.3. Grantee Name Bridgewater Mountain Snowmobile Club		**1.4. Grantee Address** PO Box 368, New Hampton, NH 03256	
1.5 Grantee Phone # (603) 707-7440	**1.6. Account Number** 010-035-2802-072-2676	**1.7. Completion Date** September 30, 2026	**1.8. Grant Limitation** $31,170.55
1.9. Grant Officer for State Agency Alexis Rudko, Deputy Chief, Bureau of Trails		**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 Jonah Daigle Digitally signed by Jonah Daigle Date: 2024.07.25 10:24:10 -04'00'		**1.12. Name & Title of Grantee Signor 1** Jonah Daigle, 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) Sarah L. Stewart		**1.14. Name & Title of State Agency Signor(s)** Sarah L. Stewart, Commissioner	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) **By:** Sheri Phillips **Assistant Attorney General, On:** 8 /13/ 2024			
1.16. Approval by Governor and Council (if applicable) **By:** Approved at G&C Meeting as Item # **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").

Grantee Initials JD
Date 072425

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

8. 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

9. 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.

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

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.

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.

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 entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3. 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.

12.4. 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.

13. 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 JD

Date 072524

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 JD
Date 072524

STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURL AND CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION
BUREAU OF TRAILS PROGRAM
AMERICAN RESCUE PLAN ACT EMERGENCY FUNDS FOR STORM REPAIRS

G-1 EXHIBIT A – Special Provisions

WHEREAS, after receiving American Rescue Plan Act ("ARPA") funds from the Governor's Office of Emergency Relief and Recovery ("GOFERR"), the Department of Natural and Cultural Resources ("DNCR") is hereby authorized to award beneficiary award grants to snowmobile clubs organized under the Grant-In-Aid program for the sole purpose of repairing storm damage to the trails in New Hampshire. Accordingly, DNCR as identified in Block 1.1 (hereinafter referred to as "Grantor") is awarding a grant to the entity identified in Block 1.3 (hereinafter referred to as "Grantee"). The Grantee agrees and covenants that the funds will be used solely for the repair of damaged snowmobile trails in New Hampshire.

1. The Grantee shall to:
    a. The Grantee shall construct and undertake the approved Project, in accordance with their Approved Application, which is incorporated by reference herein and a copy maintained at the State. Furthermore, the Grantee shall 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.
    c. The Grantee shall submit to all requested inspections and audits by State officials which relate to the services and payments under this Agreement. Periodic inspections of, trail construction, may be made by Bureau officials or designees at any time.
    d. The Grantee understands that the entity's name and address, and all other documents relating to the grant are public information subject to disclosure and may be used by the state.

2. Termination

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

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 terminated immediately 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 the awarded Project funds can still be utilized for the purposes stated herein.

3. Events of Default: Remedies

Section 11 shall be amended as follows:

Provision 11.2.1 shall be deleted and replaced with the following language:

11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within fifteen (15) working 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

Grantee Initials JD
Date 072425

Add 11.2.5 as follows:

11.2.5 Consistent with Grant-In-Aid program rule 8408.04, 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.

4. Indemnification

Amend Section 16 to include the following additional provision:

16.1 **Grantee's liability for claims arising under Paragraph 16 shall be limited to its insured amounts** consistent with 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.

6. Notice

Amend Section 19 to include the following additional sentence:

Any notice by a party hereto to the other party via email is also deemed to have been duly delivered.

7. Data: Retention of Data: Access

Amend Section 9 to include the following additional provision:

9.6 The Grantee must maintain records and financial documents for seven (7) years after all funds have been expended or returned to the State and/or Treasury. Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats. The right to data access extends to Treasury.

8. Closeout

The Grantee has thirty (30) days after Term of Grant to submit all documents relating to the award. Grantee shall provide a final written summary with photos to document project completion.

9. New Hampshire State and Local Fiscal Recovery Funds Federal Requirements

This Agreement is funded under a grant to the State of New Hampshire (State) and New Hampshire Department of Natural and Cultural Resources (NHDNCR) as approved by the Governor and Executive Council from the federal government through the Department of Treasury (Treasury) through the American Rescue Plan Act of 2021 (ARPA), with the source of funds being the State and Local Fiscal Recovery Funds (SLFRF) identified under the Catalog of Federal Domestic Assistance (CFDA) number #21.027. The Federal Award Identification Number (FAIN) for this award is SLFRP0145. This grant award is a beneficiary award.

Grantee Initials JD
Date 072524

Pursuant to 2 CFR 25, the Grantee shall provide NHDNCR with their Unique Entity Identifier (Unique Entity ID). A Unique Entity ID may be obtained by visiting https://www.sam.gov. This Unique Entity ID will be provided to DNCR before any funds can be disbursed.

G-1 EXHIBIT B – Scope of Work

Grantee shall construct/maintain a public snowmobile trail system, 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 shall reimburse the Grantee in accordance with RES 8408, subject to the following terms and conditions;

2. The maximum amount of funds available to the Grantee pursuant to this Agreement shall be **$31,170.55**. 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.

    a. FIRST PAYMENT; upon receipt of an invoice thirty (30) days after commencement of the Project or purchase, the State shall 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 shall 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 State of New Hampshire. Any remaining balances upon Project completion shall not be used for any other purpose unless prior written permission has been received and approved by the Bureau of Trails.

Organization Name:	Bridgewater Mountain Snowmobile Club
Unique Idenity Number:	PEVGK6B8AND9
Vendor Code:	165203
Grant #:	2024-ARPA-SMC-01
Appropriation Code:	010-035-2802-072-2676
Total Grant Value	$31,170.55

Grantee Initials JD
Date 072524

State of New Hampshire

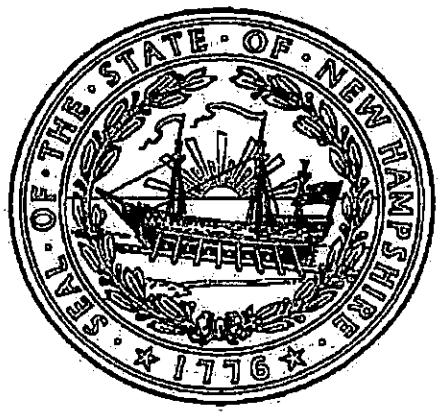
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that BRIDGEWATER MOUNTAIN SNOWMOBILE CLUB is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on February 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; and the attached is a true copy of the list of documents on file in this office.

Business ID: **461857**

Certificate Number: **0005781323**



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.

David M. Scanlan
Secretary of State

Business Information

Business Details

Business Name:	BRIDGEWATER MOUNTAIN SNOWMOBILE CLUB	Business ID:	461857
Business Type:	Domestic Nonprofit Corporation	Business Status:	Good Standing
Business Creation Date:	02/02/2004	Name in State of Incorporation:	Not Available
Date of Formation in Jurisdiction:	02/02/2004		
Principal Office Address:	3 Mtn View Drive, Canterbury, NH, 03224, USA	Mailing Address:	PO Box 368, New Hampton, NH, 03256, USA
Citizenship / State of Incorporation:	Domestic/New Hampshire		
		Last Nonprofit Report Year:	2020
		Next Report Year:	2025
Duration:	Perpetual		
Business Email:	robin.h.woods@hotmail.com	Phone #:	617-605-3916
Notification Email:	robin.h.woods@hotmail.com	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / CREATE/MAINTAIN SNOWMOBILE TRAILS, PROMOTE THE SPORT, SAFETY PRACTICES	

Page 1 of 1, records 1 to 1 of 1

Principals Information

Name/Title	Business Address
Keith Beausoleil / Vice President	245 Woodcrest Ct, Manchester, NH, 03109, USA
Mike Phillips / Chairman of the Board of Directors	3 Mtn View Rd, Canterbury, NH, 03224, USA
Robin H Woods / Secretary	2958 River Road, Plymouth, NH, 03264, USA
Jonah Daigle / President	PO Box 368, New Hampton, NH, 03256, USA

Page 1 of 1, records 1 to 4 of 4

Registered Agent Information

Name:	Not Available
Registered Office Address:	Not Available
Registered Mailing Address:	Not Available

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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Docusign Envelope ID: EEA484D0-A90A-41E7-8714-62750BD8DED7

Certificate of Authority #1 (Corporation, Non-profit Corporation)

Corporate Resolution

I, Mark Gauke, **hereby certify** that I am duly elected Clerk/Secretary/Officer
(Name of person attesting)

of Bridgewater Mountain Snowmobile Club. 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 3/14, 2024, at which a quorum of the directors/shareholders were present and voting.

Voted: That Jonah Daigle (may list more than one person) is duly
(Name of Club TA)

authorized to enter into contracts or agreements on behalf of Bridgewater Mountain Snowmobile Club
(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 of 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: 7/25/2024 **ATTEST:** Signed by: 8F21711ECDA0435... *(Signature of person attesting)* **TITLE:** President *(Title)*

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/26/2024

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
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	NAIC #
INSURER A: Concord Group Insurance Company	20672
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Bridgewater Mountain Snowmobile Club
Po Box 368
New Hampton NH 03256-0368

COVERAGES **CERTIFICATE NUMBER:** CL2462604691 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [✓] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	N	20042711	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
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (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)

GENERAL LIABILITY LIMIT EXTENDS TO COVER ALL OWNED, LEASED OR RENTED MOBILE EQUIPMENT.

CERTIFICATE HOLDER

State of NH, Dept. 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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RECEIVED
JUL 29 2024

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 – American Rescue Plan Act (ARPA) Funds		**1.2. State Agency Address** 172 Pembroke Road Concord, NH 03301	
1.3. Grantee Name Crescent Lake Regional Sno-Riders		**1.4. Grantee Address** PO Box 992, Claremont, NH 03743	
1.5 Grantee Phone # (603) 863-8901	**1.6. Account Number** 010-035-2802-072-2676	**1.7. Completion Date** September 30, 2026	**1.8. Grant Limitation** $2,266
1.9. Grant Officer for State Agency Alexis Rudko, Deputy Chief, Bureau of Trails		**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** Todd Callum, 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) Craig Rennie Digitally signed by Craig Rennie Date: 2024.07.29 14:35:27 -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:** Sheri Phillips **Assistant Attorney General, On:** 8 / 13 /2024			
1.16. Approval by Governor and Council (if applicable) **By:** Approved at G&C Meeting as Item # **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").

Grantee Initials TOC
Date 7-23-24

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

8. 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

9. 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.

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

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.

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.

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 entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3. 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.

12.4. 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.

13. 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 MC
Date 7-23-24

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 TMC
Date 7-23-24

STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURL AND CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION
BUREAU OF TRAILS PROGRAM
AMERICAN RESCUE PLAN ACT EMERGENCY FUNDS FOR STORM REPAIRS

G-1 EXHIBIT A – Special Provisions

WHEREAS, after receiving American Rescue Plan Act ("ARPA") funds from the Governor's Office of Emergency Relief and Recovery ("GOFERR"), the Department of Natural and Cultural Resources ("DNCR") is hereby authorized to award beneficiary award grants to snowmobile clubs organized under the Grant-In-Aid program for the sole purpose of repairing storm damage to the trails in New Hampshire. Accordingly, DNCR as identified in Block 1.1 (hereinafter referred to as "Grantor") is awarding a grant to the entity identified in Block 1.3 (hereinafter referred to as "Grantee"). The Grantee agrees and covenants that the funds will be used solely for the repair of damaged snowmobile trails in New Hampshire.

1. The Grantee shall to:
    a. The Grantee shall construct and undertake the approved Project, in accordance with their Approved Application, which is incorporated by reference herein and a copy maintained at the State. Furthermore, the Grantee shall 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.
    c. The Grantee shall submit to all requested inspections and audits by State officials which relate to the services and payments under this Agreement. Periodic inspections of, trail construction, may be made by Bureau officials or designees at any time.
    d. The Grantee understands that the entity's name and address, and all other documents relating to the grant are public information subject to disclosure and may be used by the state.

2. Termination

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

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 terminated immediately 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 the awarded Project funds can still be utilized for the purposes stated herein.

3. Events of Default: Remedies

Section 11 shall be amended as follows:

Provision 11.2.1 shall be deleted and replaced with the following language:

11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within fifteen (15) working 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

Grantee Initials Phl
Date 7-23-24

Add 11.2.5 as follows:

11.2.5 Consistent with Grant-In-Aid program rule 8408.04, 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.

4. Indemnification

Amend Section 16 to include the following additional provision:

16.1 Grantee's liability for claims arising under Paragraph 16 shall be limited to its insured amounts consistent with 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.

6. Notice

Amend Section 19 to include the following additional sentence:

Any notice by a party hereto to the other party via email is also deemed to have been duly delivered.

7. Data: Retention of Data: Access

Amend Section 9 to include the following additional provision:

9.6 The Grantee must maintain records and financial documents for seven (7) years after all funds have been expended or returned to the State and/or Treasury. Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats. The right to data access extends to Treasury.

8. Closeout

The Grantee has thirty (30) days after Term of Grant to submit all documents relating to the award. Grantee shall provide a final written summary with photos to document project completion.

9. New Hampshire State and Local Fiscal Recovery Funds Federal Requirements

This Agreement is funded under a grant to the State of New Hampshire (State) and New Hampshire Department of Natural and Cultural Resources (NHDNCR) as approved by the Governor and Executive Council from the federal government through the Department of Treasury (Treasury) through the American Rescue Plan Act of 2021 (ARPA), with the source of funds being the State and Local Fiscal Recovery Funds (SLFRF) identified under the Catalog of Federal Domestic Assistance (CFDA) number #21.027. The Federal Award Identification Number (FAIN) for this award is SLFRP0145. This grant award is a beneficiary award.

Grantee Initials TMC
Date 7-23-24

Pursuant to 2 CFR 25, the Grantee shall provide NHDNCR with their Unique Entity Identifier (Unique Entity ID). A Unique Entity ID may be obtained by visiting https://www.sam.gov. This Unique Entity ID will be provided to DNCR before any funds can be disbursed.

G-1 EXHIBIT B – Scope of Work

Grantee shall construct/maintain a public snowmobile trail system, 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 shall reimburse the Grantee in accordance with RES 8408, subject to the following terms and conditions;

2. The maximum amount of funds available to the Grantee pursuant to this Agreement shall be **$2,266.00**. 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 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.

    a. FIRST PAYMENT; upon receipt of an invoice thirty (30) days after commencement of the Project or purchase, the State shall 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 shall 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 State of New Hampshire. Any remaining balances upon Project completion shall not be used for any other purpose unless prior written permission has been received and approved by the Bureau of Trails.

Organization Name:	Crescent Lake Regional Sno-Riders
Unique Idenity Number:	PE1WKKP8WG96
Vendor Code:	155028
Grant #:	2024-ARPA-SMC-02
Appropriation Code:	010-035-2802-072-2676
Total Grant Value	$2,266.00

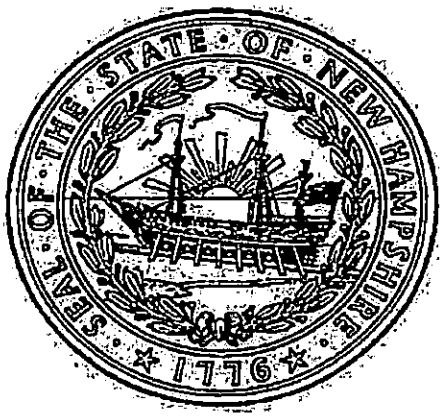
Grantee Initials RC
Date 7-23-24

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 CRESCENT LAKE REGIONAL SNO-RIDERS is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on December 07, 1972. 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: **60138**
Certificate Number: **0005759798**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 15th day of April A.D. 2022.

David M. Scanlan
Secretary of State

Business Information

Business Details

Business Name:	CRESCENT LAKE REGIONAL SNO-RIDERS	Business ID:	60138
Business Type:	Domestic Nonprofit Corporation	Business Status:	Good Standing
Business Creation Date:	12/07/1972	Name in State of Incorporation:	Not Available
Date of Formation in Jurisdiction:	12/07/1972		
Principal Office Address:	PO BOX 992, CLAREMONT, NH, 03743, USA	Mailing Address:	PO BOX 992, CLAREMONT, NH, 03743, USA
Citizenship / State of Incorporation:	Domestic/New Hampshire		
		Last Nonprofit Report Year:	2020
		Next Report Year:	2025
Duration:	Perpetual		
Business Email:	mwilson05@sbcglobal.net	Phone #:	NONE
Notification Email:	mwilson05@sbcglobal.net	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / SNOWMOBILE CLUB FORMED TO PROMOTE THE SPORT OF SNOWMOBILING AND ESTABLISH AND MAINTAIN TRAILS IN UNITY, ACWORTH AND LEMPSTER, NH.	

Principals Information

Name/Title	Business Address
Terry Callum / President	Broad St Box 992, Claremont, NH, 03743, USA
Nick Taylor / Vice President	Broad St Box 992, Claremont, NH, 03743, USA
Babs Lynde / Secretary	Broad St Box 992, Claremont, NH, 03743, USA
Larry Leclerc / Director	Broad St Box 992, Claremont, NH, 03743, USA
Doug Jeffrey / Director	Broad St Box 992, Claremont, NH, 03743, USA

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Registered Agent Information

Name: Not Available

Registered Office Address: Not Available

Registered Mailing Address: Not Available

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

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Certificate of Authority #1 (Corporation, Non-profit Corporation)

Corporate Resolution

I, Todd Callum, **hereby certify** that I am duly elected Clerk/Secretary/Officer
(Name of person attesting)

of Crescent Lake Regional Sno-Riders. 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 MARCH 14, 2024, at which a quorum of the directors/shareholders were present and voting.

Voted: That Todd Callum (may list more than one person) is duly
(Name of Club TA)

authorized to enter into contracts or agreements on behalf of Crescent Lake Regional Sno-Riders
(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 of 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: 7/19/24 **ATTEST:** _____ **TITLE:** PRESIDENT
(Signature of person attesting) *(Title)*

RECEIVED

JUL 29 2024

DNCR

NHSNOWM-01 SCOCHRANE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/21/2024

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	NAIC #
INSURER A : Cincinnati Insurance Company	10677
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
NH Snowmobile Association, Inc / CRESCENT LAKE REGIONAL SNO-RIDE
600 Laconia Road, Ste 2
Tilton, NH 03276

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE / X OCCUR	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
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			EBA 0271028	7/1/2024	7/1/2025	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB / X OCCUR						EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB / CLAIMS-MADE			EPP 0151084	7/1/2024	7/1/2025	AGGREGATE	$
	DED / RETENTION $						UM	$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

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
Sarah R. Cochrane

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RECEIVED
JUL 26 2024
DNCR

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 – American Rescue Plan Act (ARPA) Funds		**1.2. State Agency Address** 172 Pembroke Road Concord, NH 03301	
1.3. Grantee Name Henniker Trail Travelers, Inc.		**1.4. Grantee Address** PO Box 168, Henniker, NH 03242	
1.5 Grantee Phone # (603) 428-7834	**1.6. Account Number** 010-035-2802-072-2676	**1.7. Completion Date** September 30, 2026	**1.8. Grant Limitation** $12,467
1.9. Grant Officer for State Agency Alexis Rudko, Deputy Chief, Bureau of Trails		**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 Varyl French		**1.12. Name & Title of Grantee Signor 1** Varyl French, 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) Craig Rennie Digitally signed by Craig Rennie Date: 2024.07.29 14:34:52 -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:** Sheri Phillips **Assistant Attorney General, On:** 8 / 13 / 2024			
1.16. Approval by Governor and Council (if applicable) **By:** Approved at G&C Meeting as Item # **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").

Grantee Initials VF
Date 7/23/24

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

8. 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

9. 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.

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

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.

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.

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 entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3. 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.

12.4. 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.

13. 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 VF
Date 7/23/27

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 VF
Date 7/23/24

STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURL AND CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION
BUREAU OF TRAILS PROGRAM
AMERICAN RESCUE PLAN ACT EMERGENCY FUNDS FOR STORM REPAIRS

G-1 EXHIBIT A – Special Provisions

WHEREAS, after receiving American Rescue Plan Act ("ARPA") funds from the Governor's Office of Emergency Relief and Recovery ("GOFERR"), the Department of Natural and Cultural Resources ("DNCR") is hereby authorized to award beneficiary award grants to snowmobile clubs organized under the Grant-In-Aid program for the sole purpose of repairing storm damage to the trails in New Hampshire. Accordingly, DNCR as identified in Block 1.1 (hereinafter referred to as "Grantor") is awarding a grant to the entity identified in Block 1.3 (hereinafter referred to as "Grantee"). The Grantee agrees and covenants that the funds will be used solely for the repair of damaged snowmobile trails in New Hampshire.

1. The Grantee shall to:
    a. The Grantee shall construct and undertake the approved Project, in accordance with their Approved Application, which is incorporated by reference herein and a copy maintained at the State. Furthermore, the Grantee shall 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.
    c. The Grantee shall submit to all requested inspections and audits by State officials which relate to the services and payments under this Agreement. Periodic inspections of, trail construction, may be made by Bureau officials or designees at any time.
    d. The Grantee understands that the entity's name and address, and all other documents relating to the grant are public information subject to disclosure and may be used by the state.

2. Termination

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

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 terminated immediately 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 the awarded Project funds can still be utilized for the purposes stated herein.

3. Events of Default: Remedies

Section 11 shall be amended as follows:

Provision 11.2.1 shall be deleted and replaced with the following language:

11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within fifteen (15) working 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

Grantee Initials
Date 7/23/24

Add 11.2.5 as follows:

11.2.5 Consistent with Grant-In-Aid program rule 8408.04, 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.

4. Indemnification

Amend Section 16 to include the following additional provision:

16.1 Grantee's liability for claims arising under Paragraph 16 shall be limited to its insured amounts consistent with 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.

6. Notice

Amend Section 19 to include the following additional sentence:

Any notice by a party hereto to the other party via email is also deemed to have been duly delivered.

7. Data: Retention of Data: Access

Amend Section 9 to include the following additional provision:

9.6 The Grantee must maintain records and financial documents for seven (7) years after all funds have been expended or returned to the State and/or Treasury. Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats. The right to data access extends to Treasury.

8. Closeout

The Grantee has thirty (30) days after Term of Grant to submit all documents relating to the award. Grantee shall provide a final written summary with photos to document project completion.

9. New Hampshire State and Local Fiscal Recovery Funds Federal Requirements

This Agreement is funded under a grant to the State of New Hampshire (State) and New Hampshire Department of Natural and Cultural Resources (NHDNCR) as approved by the Governor and Executive Council from the federal government through the Department of Treasury (Treasury) through the American Rescue Plan Act of 2021 (ARPA), with the source of funds being the State and Local Fiscal Recovery Funds (SLFRF) identified under the Catalog of Federal Domestic Assistance (CFDA) number #21.027. The Federal Award Identification Number (FAIN) for this award is SLFRP0145. This grant award is a beneficiary award.

Grantee Initials VF
Date 7/23/24

Pursuant to 2 CFR 25, the Grantee shall provide NHDNCR with their Unique Entity Identifier (Unique Entity ID). A Unique Entity ID may be obtained by visiting https://www.sam.gov. This Unique Entity ID will be provided to DNCR before any funds can be disbursed.

G-1 EXHIBIT B – Scope of Work

Grantee shall construct/maintain a public snowmobile trail system, 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 shall reimburse the Grantee in accordance with RES 8408, subject to the following terms and conditions;

2. The maximum amount of funds available to the Grantee pursuant to this Agreement shall be **$12,467.00**. 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 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.

    a. FIRST PAYMENT; upon receipt of an invoice thirty (30) days after commencement of the Project or purchase, the State shall 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 shall 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 State of New Hampshire. Any remaining balances upon Project completion shall not be used for any other purpose unless prior written permission has been received and approved by the Bureau of Trails.

Organization Name:	Henniker Trail Travelers, Inc.
Unique Idenity Number:	NDRAY1RTJXE5
Vendor Code:	158004
Grant #:	2024-ARPA-SMC-04
Appropriation Code:	010-035-2802-072-2676
Total Grant Value	$12,467.00

Grantee Initials VF
Date 7/23/24

State of New Hampshire

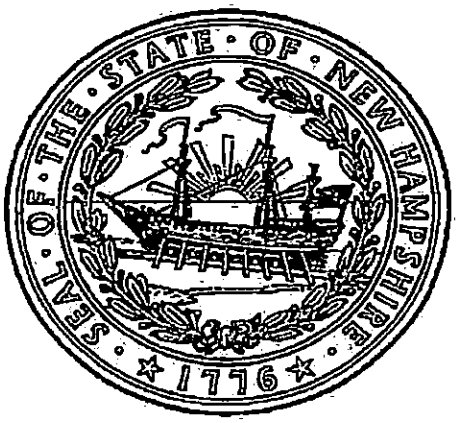
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that HENNIKER TRAIL TRAVELERS, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 10, 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: **204914**

Certificate Number: **0005769435**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of May A.D. 2022.

David M. Scanlan
Secretary of State

Business Information

Business Details

Business Name:	HENNIKER TRAIL TRAVELERS, INC.	Business ID:	204914
Business Type:	Domestic Nonprofit Corporation	Business Status:	Good Standing
Business Creation Date:	03/10/1994	Name in State of Incorporation:	Not Available
Date of Formation in Jurisdiction:	03/10/1994		
Principal Office Address:	1213 Rush Road, Henniker, NH, 03242, USA	Mailing Address:	PO BOX 168, Henniker, NH, 03242, USA
Citizenship / State of Incorporation:	Domestic/New Hampshire		
		Last Nonprofit Report Year:	2020
		Next Report Year:	2025
Duration:	Perpetual		
Business Email:	vfrench@mcttelecom.com	Phone #:	NONE
Notification Email:	NONE	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / PROMOTE & FOSTER SNOWMOBILING & OTHER WINTER RECREATIONAL ACTIVITIES; ETC.	

Page 1 of 1, records 1 to 1 of 1

Principals Information

Name/Title	Business Address
Robert French / Vice President	479 Old West Hopkinton Rd, Henniker, NH, 03242, USA
Heather French / Treasurer	1213 Rush Rd, Henniker, NH, 03242, USA
Kelley LaPlante / Secretary	479 Old West Hopkinton Rd, Henniker, NH, 03242, USA
Jay Murdough / Other Officer	177 Colby Crossing Rd, Henniker, NH, 03242, USA
VARYL FRENCH / President	1213 RUSH RD, HENNIKER, NH, 03242, USA

Page 1 of 1, records 1 to 5 of 5

Registered Agent Information

Name:	Not Available
Registered Office Address:	Not Available
Registered Mailing Address:	Not Available

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.			

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Certificate of Authority #1 (Corporation, Non-profit Corporation)

Corporate Resolution

I, Heather L. French, **hereby certify** that I am duly elected Clerk/Secretary/Officer
(Name of person attesting)

of Henniker Trail Travelers, Inc. . 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 11, 2024, at which a quorum of the directors/shareholders were present and voting.

Voted: That Varyl French (may list more than one person) is duly
(Name of Club TA)

authorized to enter into contracts or agreements on behalf of Henniker Trail Travelers, Inc.
(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 of 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: 7-23-24 **ATTEST:** Heather L. French **TITLE:** Treasurer
(Signature of person attesting) *(Title)*

RECEIVED
JUL 26 2024
DNCR

NHSNOWM-01 SCOCHRANE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/21/2024

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	NAIC #
INSURER A : Cincinnati Insurance Company	10677
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
NH Snowmobile Association, Inc / HENNIKER TRAIL TRAVELERS
600 Laconia Road, Ste 2
Tilton, NH 03276

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

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

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

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
Sarah R. Cochrane

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GRANT AGREEMENT

RECEIVED

JUL 31 2024

DNCR

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 – American Rescue Plan Act (ARPA) Funds		**1.2. State Agency Address** 172 Pembroke Road Concord, NH 03301	
1.3. Grantee Name Snow Drifters		**1.4. Grantee Address** 2532 Buffalo Rd, Rumney, NH 03266	
1.5 Grantee Phone # (603) 786-9015	**1.6. Account Number** 010-035-2802-072-2676	**1.7. Completion Date** September 30, 2026	**1.8. Grant Limitation** $2,796
1.9. Grant Officer for State Agency Alexis Rudko, Deputy Chief, Bureau of Trails		**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 Roger Daniels		**1.12. Name & Title of Grantee Signor 1** Roger Daniels, 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) Craig Rennie Digitally signed by Craig Rennie Date: 2024.07.31 12:27:39 -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:** Sheri Phillips **Assistant Attorney General, On:** 8 / 13 /2024			
1.16. Approval by Governor and Council (if applicable) **By:** Approved at G&C Meeting as Item # **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").

Grantee Initials RD
Date 7/24/24

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

8. 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

9. 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.

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 constitut 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.

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.

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 entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3. 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.

12.4. 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.

13. 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 reviewor

Grantee Initials

Date 7/29/24

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 RD
Date 7/24/24

STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURL AND CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION
BUREAU OF TRAILS PROGRAM
AMERICAN RESCUE PLAN ACT EMERGENCY FUNDS FOR STORM REPAIRS

G-1 EXHIBIT A – Special Provisions

WHEREAS, after receiving American Rescue Plan Act ("ARPA") funds from the Governor's Office of Emergency Relief and Recovery ("GOFERR"), the Department of Natural and Cultural Resources ("DNCR") is hereby authorized to award beneficiary award grants to snowmobile clubs organized under the Grant-In-Aid program for the sole purpose of repairing storm damage to the trails in New Hampshire. Accordingly, DNCR as identified in Block 1.1 (hereinafter referred to as "Grantor") is awarding a grant to the entity identified in Block 1.3 (hereinafter referred to as "Grantee"). The Grantee agrees and covenants that the funds will be used solely for the repair of damaged snowmobile trails in New Hampshire.

1. The Grantee shall to:
    a. The Grantee shall construct and undertake the approved Project, in accordance with their Approved Application, which is incorporated by reference herein and a copy maintained at the State. Furthermore, the Grantee shall 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.
    c. The Grantee shall submit to all requested inspections and audits by State officials which relate to the services and payments under this Agreement. Periodic inspections of, trail construction, may be made by Bureau officials or designees at any time.
    d. The Grantee understands that the entity's name and address, and all other documents relating to the grant are public information subject to disclosure and may be used by the state.

2. **Termination**

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

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 terminated immediately 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 the awarded Project funds can still be utilized for the purposes stated herein.

3. **Events of Default: Remedies**

Section 11 shall be amended as follows:

Provision 11.2.1 shall be deleted and replaced with the following language:

11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within fifteen (15) working 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

Grantee Initials AD
Date 6/13/24

Add 11.2.5 as follows:

11.2.5 Consistent with Grant-In-Aid program rule 8408.04, 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.

4. Indemnification

Amend Section 16 to include the following additional provision:

16.1 Grantee's liability for claims arising under Paragraph 16 shall be limited to its insured amounts consistent with 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.

6. Notice

Amend Section 19 to include the following additional sentence:

Any notice by a party hereto to the other party via email is also deemed to have been duly delivered.

7. Data: Retention of Data: Access

Amend Section 9 to include the following additional provision:

9.6 The Grantee must maintain records and financial documents for seven (7) years after all funds have been expended or returned to the State and/or Treasury. Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats. The right to data access extends to Treasury.

8. Closeout

The Grantee has thirty (30) days after Term of Grant to submit all documents relating to the award. Grantee shall provide a final written summary with photos to document project completion.

9. New Hampshire State and Local Fiscal Recovery Funds Federal Requirements

This Agreement is funded under a grant to the State of New Hampshire (State) and New Hampshire Department of Natural and Cultural Resources (NHDNCR) as approved by the Governor and Executive Council from the federal government through the Department of Treasury (Treasury) through the American Rescue Plan Act of 2021 (ARPA), with the source of funds being the State and Local Fiscal Recovery Funds (SLFRF) identified under the Catalog of Federal Domestic Assistance (CFDA) number #21.027. The Federal Award Identification Number (FAIN) for this award is SLFRP0145. This grant award is a beneficiary award.

Grantee Initials NP
Date 7/24/24

Pursuant to 2 CFR 25, the Grantee shall provide NHDNCR with their Unique Entity Identifier (Unique Entity ID). A Unique Entity ID may be obtained by visiting https://www.sam.gov. This Unique Entity ID will be provided to DNCR before any funds can be disbursed.

G-1 EXHIBIT B – Scope of Work

Grantee shall construct/maintain a public snowmobile trail system, 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 shall reimburse the Grantee in accordance with RES 8408, subject to the following terms and conditions;

2. The maximum amount of funds available to the Grantee pursuant to this Agreement shall be **$2,796.00**. 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 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.

    a. FIRST PAYMENT; upon receipt of an invoice thirty (30) days after commencement of the Project or purchase, the State shall 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 shall 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 State of New Hampshire. Any remaining balances upon Project completion shall not be used for any other purpose unless prior written permission has been received and approved by the Bureau of Trails.

Organization Name:	Snow Drifters
Unique Idenity Number:	ZMWMJ1UYHLB9
Vendor Code:	166360
Grant #:	2024-ARPA-SMC-12
Appropriation Code:	010-035-2802-072-2676
Total Grant Value	$2,796.00

Grantee Initials RD
Date 7/24/24

State of New Hampshire

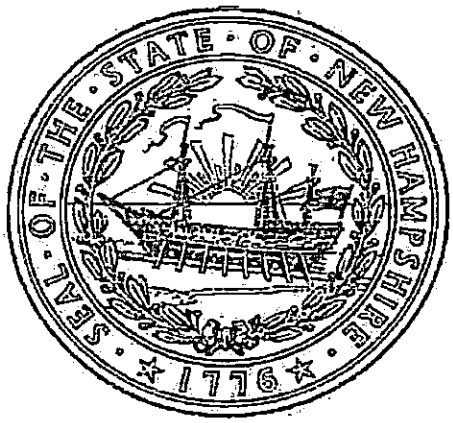
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that SNOW DRIFTERS is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 04, 1969. 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: **64904**

Certificate Number: **0005752009**



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. 2022.

David M. Scanlan
Secretary of State

Business Information

Business Details

Business Name:	SNOW DRIFTERS	Business ID:	64904
Business Type:	Domestic Nonprofit Corporation	Business Status:	Good Standing
Business Creation Date:	11/04/1969	Name in State of Incorporation:	Not Available
Date of Formation in Jurisdiction:	11/04/1969		
Principal Office Address:	% JOHN G DOW, 2532 Buffalo Rd, RUMNEY, NH, 03266, USA	Mailing Address:	% JOHN G DOW, 2532 Buffalo Rd, RUMNEY, NH, 03266, USA
Citizenship / State of Incorporation:	Domestic/New Hampshire		
		Last Nonprofit Report Year:	2020
		Next Report Year:	2025
Duration:	Perpetual		
Business Email:	jasdow@roadrunner.com	Phone #:	NONE
Notification Email:	jasdow@roadrunner.com	Fiscal Year End Date:	NONE

Principal Purpose

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

Principals Information

Name/Title	Business Address
John G. Dow / President	2532 Buffalo Rd., Rumney, NH, 03266, USA

Page 1 of 1, records 1 to 1 of 1

Registered Agent Information

Name:	Not Available
Registered Office Address:	Not Available
Registered Mailing Address:	Not Available

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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Certificate of Authority #1 (Corporation, Non-profit Corporation)

Corporate Resolution

I, John Dow, **hereby certify** that I am duly elected Clerk/Secretary/Officer
(Name of person attesting)

of Snow Drifters. 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 14, 20 24, at which a quorum of the directors/shareholders were present and voting.

Voted: That Roger Daniels (may list more than one person) is duly
(Name of Club TA)

authorized to enter into contracts or agreements on behalf of Snow Drifters
(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 of 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: 7-24-2024 **ATTEST:** _____ **TITLE:** President
(Signature of person attesting) *(Title)*

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/26/2024

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
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: CL-Underwriting@Bestinsurance.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Concord Group Insurance Company	20672
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Rumney Snowdrifters Snowmobile Club Inc.
2532 Buffalo Rd
Rumney NH 03266-3269

COVERAGES **CERTIFICATE NUMBER:** CL23111404403 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [✓] POLICY [ ] PRO-JECT [ ] LOC OTHER:	N	N	20044610	11/18/2023	11/18/2024	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
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] 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)

LIABILITY LIMITS EXTEND TO ALL OWNED, RENTED OR LEASED MOBILE EQUIPMENT AND WORK ON NH TRAILS

CERTIFICATE HOLDER

NH DEPARTMENT OF NATURAL & CULTURAL RESORCES,
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

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 – American Rescue Plan Act (ARPA) Funds		**1.2. State Agency Address** 172 Pembroke Road Concord, NH 03301	
1.3. Grantee Name Lisbon Stump Jumpers, Inc.		**1.4. Grantee Address** PO Box 142, Lisbon, NH 03585	
1.5 Grantee Phone # (617) 799-3427	**1.6. Account Number** 010-035-2802-072-2676	**1.7. Completion Date** September 30, 2026	**1.8. Grant Limitation** $12,200
1.9. Grant Officer for State Agency Alexis Rudko, Deputy Chief, Bureau of Trails		**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** Eric Carlson, 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) Craig Rennie Digitally signed by Craig Rennie Date: 2024.08.02 09:03:59 -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:** Sheri Phillips **Assistant Attorney General, On:** 8 / 13 /2024			
1.16. Approval by Governor and Council (if applicable) **By:** Approved at G&C Meeting as Item # **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").

Grantee Initials EC
Date 7/31/24

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

8. 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

9. 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.

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

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.

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.

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 entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3. 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.

12.4. 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.

13. 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 EC
Date 7/31/24

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 EL
Date 7/31/24

STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURL AND CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION
BUREAU OF TRAILS PROGRAM
AMERICAN RESCUE PLAN ACT EMERGENCY FUNDS FOR STORM REPAIRS

G-1 EXHIBIT A – Special Provisions

WHEREAS, after receiving American Rescue Plan Act ("ARPA") funds from the Governor's Office of Emergency Relief and Recovery ("GOFERR"), the Department of Natural and Cultural Resources ("DNCR") is hereby authorized to award beneficiary award grants to snowmobile clubs organized under the Grant-In-Aid program for the sole purpose of repairing storm damage to the trails in New Hampshire. Accordingly, DNCR as identified in Block 1.1 (hereinafter referred to as "Grantor") is awarding a grant to the entity identified in Block 1.3 (hereinafter referred to as "Grantee"). The Grantee agrees and covenants that the funds will be used solely for the repair of damaged snowmobile trails in New Hampshire.

1. The Grantee shall to:
    a. The Grantee shall construct and undertake the approved Project, in accordance with their Approved Application, which is incorporated by reference herein and a copy maintained at the State. Furthermore, the Grantee shall 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.
    c. The Grantee shall submit to all requested inspections and audits by State officials which relate to the services and payments under this Agreement. Periodic inspections of, trail construction, may be made by Bureau officials or designees at any time.
    d. The Grantee understands that the entity's name and address, and all other documents relating to the grant are public information subject to disclosure and may be used by the state.

2. Termination

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

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 terminated immediately 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 the awarded Project funds can still be utilized for the purposes stated herein.

3. Events of Default: Remedies

Section 11 shall be amended as follows:

Provision 11.2.1 shall be deleted and replaced with the following language:

11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within fifteen (15) working 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

Grantee Initials EC
Date 7/31/24

Add 11.2.5 as follows:

11.2.5 Consistent with Grant-In-Aid program rule 8408.04, 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.

4. Indemnification

Amend Section 16 to include the following additional provision:

16.1 Grantee's liability for claims arising under Paragraph 16 shall be limited to its insured amounts consistent with 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.

6. Notice

Amend Section 19 to include the following additional sentence:

Any notice by a party hereto to the other party via email is also deemed to have been duly delivered.

7. Data: Retention of Data: Access

Amend Section 9 to include the following additional provision:

9.6 The Grantee must maintain records and financial documents for seven (7) years after all funds have been expended or returned to the State and/or Treasury. Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats. The right to data access extends to Treasury.

8. Closeout

The Grantee has thirty (30) days after Term of Grant to submit all documents relating to the award. Grantee shall provide a final written summary with photos to document project completion.

9. New Hampshire State and Local Fiscal Recovery Funds Federal Requirements

This Agreement is funded under a grant to the State of New Hampshire (State) and New Hampshire Department of Natural and Cultural Resources (NHDNCR) as approved by the Governor and Executive Council from the federal government through the Department of Treasury (Treasury) through the American Rescue Plan Act of 2021 (ARPA), with the source of funds being the State and Local Fiscal Recovery Funds (SLFRF) identified under the Catalog of Federal Domestic Assistance (CFDA) number #21.027. The Federal Award Identification Number (FAIN) for this award is SLFRP0145. This grant award is a beneficiary award.

Grantee Initials EC
Date 7/31/24

Pursuant to 2 CFR 25, the Grantee shall provide NHDNCR with their Unique Entity Identifier (Unique Entity ID). A Unique Entity ID may be obtained by visiting https://www.sam.gov. This Unique Entity ID will be provided to DNCR before any funds can be disbursed.

G-1 EXHIBIT B – Scope of Work

Grantee shall construct/maintain a public snowmobile trail system, 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 shall reimburse the Grantee in accordance with RES 8408, subject to the following terms and conditions;

2. The maximum amount of funds available to the Grantee pursuant to this Agreement shall be **$12,200.00**. 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 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.

    a. FIRST PAYMENT; upon receipt of an invoice thirty (30) days after commencement of the Project or purchase, the State shall 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 shall 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 State of New Hampshire. Any remaining balances upon Project completion shall not be used for any other purpose unless prior written permission has been received and approved by the Bureau of Trails.

Organization Name:	Lisbon Stump Jumpers, Inc.
Unique Idenity Number:	RNGXLXYQHCM8
Vendor Code:	159132
Grant #:	2024-ARPA-SMC-09
Appropriation Code:	010-035-2802-072-2676
Total Grant Value	$12,200.00

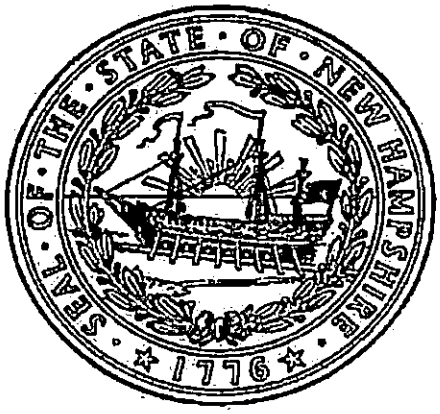
Grantee Initials EC
Date 7/31/24

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 LISBON STUMP JUMPERS, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on December 06, 1967. 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: **60897**
Certificate Number: **0005877046**



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 September A.D. 2022.

David M. Scanlan
Secretary of State

Business Information

Business Details

Business Name:	LISBON STUMP JUMPERS, INC.	Business ID:	60897
Business Type:	Domestic Nonprofit Corporation	Business Status:	Good Standing
Business Creation Date:	12/06/1967	Name in State of Incorporation:	Not Available
Date of Formation in Jurisdiction:	12/06/1967		
Principal Office Address:	PO Box 142, Lisbon, NH, 03585, USA	Mailing Address:	PO Box 142, Lisbon, NH, 03585, 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
No records to view.		

Principals Information

Name/Title	Business Address
Robert Lockwood / President	P.O. Box 142, Lisbon, NH, 03585, USA
Eric Carlson / Vice President	P.O. Box 142, Lisbon, NH, 03585, USA
Martha Verret / Treasurer	P.O. Box 142, Lisbon, NH, 03585, USA
Martha Verret / Secretary	P.O. Box 142, Lisbon, NH, 03585, USA
Kevin Schofield / Director	P.O. Box 142, Lisbon, NH, 03585, USA

< Previous ... 1 2 ... Next > Page 1 of 2, records 1 to 5 of 8 Go to Page

Registered Agent Information

Name:	Not Available
Registered Office Address:	Not Available
Registered Mailing Address:	Not Available

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)**

© 2022 State of New Hampshire.

Certificate of Authority #1 (Corporation, Non-profit Corporation)

Corporate Resolution

I, Daniel Lungan, **hereby certify** that I am duly elected Clerk/Secretary/Officer
(Name of person attesting)

of Lisbon Stump Jumpers, Inc. 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 May 25, 2024, at which a quorum of the directors/shareholders were present and voting.

Voted: That Eric Carlson (may list more than one person) is duly
(Name of Club TA)

authorized to enter into contracts or agreements on behalf of Lisbon Stump Jumpers, Inc
(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 of 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: 8-1-24 **ATTEST:** _____ **TITLE:** Board Member
(Signature of person attesting) *(Title)*

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/27/2024

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
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	NAIC #
INSURER A: Concord Group Insurance Company	20672
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Lisbon Stump Jumpers Inc
Po Box 142
Lisbon NH 03585-0142

COVERAGES **CERTIFICATE NUMBER:** CL2462704703 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [✓] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	N	20042725	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
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] 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)

LIABIITY EXTENDS TO COVER ALL OWNED, LEASED OR RENTED MOBILE EQUIPMENT AND WORK ON NH TRAILS

CERTIFICATE HOLDER

State of NH, Dept. 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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FORM NUMBER G-1 (version 11/2021)

RECEIVED
AUG 01 2024
By

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 – American Rescue Plan Act (ARPA) Funds		**1.2. State Agency Address** 172 Pembroke Road Concord, NH 03301	
1.3. Grantee Name Southern New Hampshire Snow Slickers, Inc.		**1.4. Grantee Address** 73 Tower Hill Rd, Candia, NH 03034	
1.5 Grantee Phone # (603) 483-8828	**1.6. Account Number** 010-035-2802-072-2676	**1.7. Completion Date** September 30, 2026	**1.8. Grant Limitation** $40,950
1.9. Grant Officer for State Agency Alexis Rudko, Deputy Chief, Bureau of Trails		**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 Albert Grant TA		**1.12. Name & Title of Grantee Signor 1** Albert Grant, 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) Craig Rennie Digitally signed by Craig Rennie Date: 2024.08.02 08:46:11 -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:** Sheri Phillips **Assistant Attorney General, On:** 8 / 13 /2024			
1.16. Approval by Governor and Council (if applicable) **By:** Approved at G&C Meeting as Item # **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").

Grantee Initials AG
Date 7-25-24

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

8. 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

9. 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.

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

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.

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.

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 entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3. 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.

12.4. 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.

13. 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 AB
Date 1-25-24

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 AL.
Date 7-24-24

STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURL AND CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION
BUREAU OF TRAILS PROGRAM
AMERICAN RESCUE PLAN ACT EMERGENCY FUNDS FOR STORM REPAIRS

G-1 EXHIBIT A – Special Provisions

WHEREAS, after receiving American Rescue Plan Act ("ARPA") funds from the Governor's Office of Emergency Relief and Recovery ("GOFERR"), the Department of Natural and Cultural Resources ("DNCR") is hereby authorized to award beneficiary award grants to snowmobile clubs organized under the Grant-In-Aid program for the sole purpose of repairing storm damage to the trails in New Hampshire. Accordingly, DNCR as identified in Block 1.1 (hereinafter referred to as "Grantor") is awarding a grant to the entity identified in Block 1.3 (hereinafter referred to as "Grantee"). The Grantee agrees and covenants that the funds will be used solely for the repair of damaged snowmobile trails in New Hampshire.

1. The Grantee shall to:
    a. The Grantee shall construct and undertake the approved Project, in accordance with their Approved Application, which is incorporated by reference herein and a copy maintained at the State. Furthermore, the Grantee shall 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.
    c. The Grantee shall submit to all requested inspections and audits by State officials which relate to the services and payments under this Agreement. Periodic inspections of, trail construction, may be made by Bureau officials or designees at any time.
    d. The Grantee understands that the entity's name and address, and all other documents relating to the grant are public information subject to disclosure and may be used by the state.

2. Termination

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

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 terminated immediately 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 the awarded Project funds can still be utilized for the purposes stated herein.

3. Events of Default: Remedies

Section 11 shall be amended as follows:

Provision 11.2.1 shall be deleted and replaced with the following language:

11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within fifteen (15) working 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

Grantee Initials AG
Date 7-29-24

Add 11.2.5 as follows:

11.2.5 Consistent with Grant-In-Aid program rule 8408.04, 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.

4. Indemnification

Amend Section 16 to include the following additional provision:

16.1 Grantee's liability for claims arising under Paragraph 16 shall be limited to its insured amounts consistent with 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.

6. Notice

Amend Section 19 to include the following additional sentence:

Any notice by a party hereto to the other party via email is also deemed to have been duly delivered.

7. Data: Retention of Data: Access

Amend Section 9 to include the following additional provision:

9.6 The Grantee must maintain records and financial documents for seven (7) years after all funds have been expended or returned to the State and/or Treasury. Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats. The right to data access extends to Treasury.

8. Closeout

The Grantee has thirty (30) days after Term of Grant to submit all documents relating to the award. Grantee shall provide a final written summary with photos to document project completion.

9. New Hampshire State and Local Fiscal Recovery Funds Federal Requirements

This Agreement is funded under a grant to the State of New Hampshire (State) and New Hampshire Department of Natural and Cultural Resources (NHDNCR) as approved by the Governor and Executive Council from the federal government through the Department of Treasury (Treasury) through the American Rescue Plan Act of 2021 (ARPA), with the source of funds being the State and Local Fiscal Recovery Funds (SLFRF) identified under the Catalog of Federal Domestic Assistance (CFDA) number #21.027. The Federal Award Identification Number (FAIN) for this award is SLFRP0145. This grant award is a beneficiary award.

Grantee Initials AG.
Date 7-25-24

Pursuant to 2 CFR 25, the Grantee shall provide NHDNCR with their Unique Entity Identifier (Unique Entity ID). A Unique Entity ID may be obtained by visiting https://www.sam.gov. This Unique Entity ID will be provided to DNCR before any funds can be disbursed.

G-1 EXHIBIT B – Scope of Work

Grantee shall construct/maintain a public snowmobile trail system, 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 shall reimburse the Grantee in accordance with RES 8408, subject to the following terms and conditions;

2. The maximum amount of funds available to the Grantee pursuant to this Agreement shall be **$40,950.00.** 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 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.

    a. FIRST PAYMENT; upon receipt of an invoice thirty (30) days after commencement of the Project or purchase, the State shall 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 shall 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 State of New Hampshire. Any remaining balances upon Project completion shall not be used for any other purpose unless prior written permission has been received and approved by the Bureau of Trails.

Organization Name:	Southern New Hampshire Snow Slickers, Inc.
Unique Idenity Number:	W1RYRMQMNPQ4
Vendor Code:	167086
Grant #:	2024-ARPA-SMC-13
Appropriation Code:	010-035-2802-072-2676
Total Grant Value	$40,950.00

Grantee Initials AG.
Date 7-25-24

State of New Hampshire

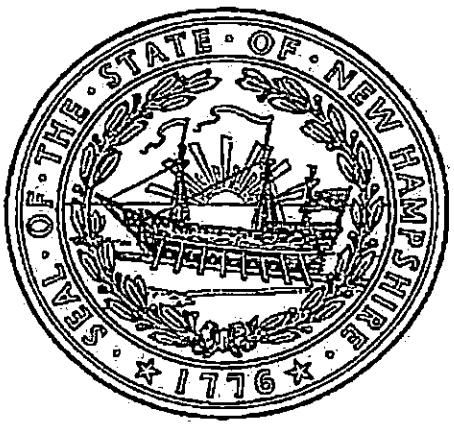
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that SOUTHERN NEW HAMPSHIRE SNOW SLICKERS, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on June 25, 1969. 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: **65508**

Certificate Number: **0005769495**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of May A.D. 2022.

David M. Scanlan
Secretary of State

Business Information

Business Details

Business Name:	SOUTHERN NEW HAMPSHIRE SNOW SLICKERS, INC.	Business ID:	65508
Business Type:	Domestic Nonprofit Corporation	Business Status:	Good Standing
Business Creation Date:	06/25/1969	Name in State of Incorporation:	Not Available
Date of Formation in Jurisdiction:	06/25/1969		
Principal Office Address:	73 TOWER HILL RD, Candia, NH, 03034, USA	Mailing Address:	73 TOWER HILL RD, Candia, NH, 03034, USA
Citizenship / State of Incorporation:	Domestic/New Hampshire		
		Last Nonprofit Report Year:	2020
		Next Report Year:	2025
Duration:	Perpetual		
Business Email:	Accounting@snowslickers.org	Phone #:	NONE
Notification Email:	Accounting@snowslickers.org	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	Other Services (except Public Administration)	Civic and Social Organizations
2	NOT REQUIRED	

Page 1 of 1, records 1 to 2 of 2

Principals Information

Name/Title	Business Address
Donna Blais / Secretary	73 Tower Hill Road, Candia, NH, 03034, USA
Mark Pepper Sr / Other Officer	73 Tower Hill Road, Candia, NH, 03034, USA
Robert Smith / Director	73 Tower Hill Road, Candia, NH, 03034, USA
Susan Weiss / Director	73 Tower Hill Road, Candia, NH, 03034, USA
J. Michael Lawrence / President	73 Tower Hill Road, Candia, NH, 03034, USA

< Previous ... 1 2 3 ... Next > **Page 1 of 3, records 1 to 5 of 12** Go to Page

Registered Agent Information

Name:	Not Available
Registered Office Address:	Not Available
Registered Mailing Address:	Not Available

Trade Name Information

Business Name	Business ID	Business Status
The New Hampshire Winter Expo (/online/BusinessInquire/TradeNameInformation?businessID=389604)	575068	Expired
THE NEW HAMPSHIRE SNOWMOBILE SHOW (/online/BusinessInquire/TradeNameInformation?businessID=73782)	308228	Expired

Trade Name Owned By

Name	Title	Address

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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Certificate of Authority #1 (Corporation, Non-profit Corporation)

Corporate Resolution

I, J. Michael Lawrence, **hereby certify** that I am duly elected Clerk/Secretary/Officer
(Name of person attesting)

of Southern New Hampshire Snow Slickers, Inc. *(Name of Club)*. 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 March 11, 2024, at which a quorum of the directors/shareholders were present and voting.

Voted: That Albert Grant *(Name of Club TA)* (may list more than one person) is duly authorized to enter into contracts or agreements on behalf of Southern New Hampshire Snow Slickers, Inc. *(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 of 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: 7/31/2024 **ATTEST:** _____ *(Signature of person attesting)* **TITLE:** President *(Title)*

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/08/2024

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	NAIC #
INSURER A: Concord Group Insurance Company	20672
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Southern New Hampshire Snow Slickers Inc.
73 Tower Hill Rd
Candia NH 03034-2219

COVERAGES **CERTIFICATE NUMBER:** CL247804711 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [✓] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	N	20042968	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
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] 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)

KAWASAKI MULE UTV
2009 MASSEY FERGUSON TRACTOR
1997 BOMBARDIER GROOMER
1998 MOGUL MASTER DRAG
2007 TUCKER SNOW-CAT GROOMER
SKIDOO SKANDIC SNOWMOBILE GROOMER
2005 BOMBARDIER GROOMER

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

CERTIFICATE HOLDER
NH DEPARTMENT OF NATURAL & CULTURAL RESORCES,
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 Dept. of Natural & Cultural Resources Bureau of Trails – American Rescue Plan Act (ARPA) Funds		**1.2. State Agency Address** 172 Pembroke Road Concord, NH 03301	
1.3. Grantee Name Swift Diamond Riders Snowmobile Club, The		**1.4. Grantee Address** PO Box 331, Colebrook, NH 03576	
1.5 Grantee Phone # (603) 237-5845	**1.6. Account Number** 010-035-2802-072-2676	**1.7. Completion Date** September 30, 2026	**1.8. Grant Limitation** $14,004
1.9. Grant Officer for State Agency Alexis Rudko, Deputy Chief, Bureau of Trails		**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** Trevor Covell, 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) Craig Rennie Digitally signed by Craig Rennie Date: 2024.08.02 08:46:43 -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:** Sheri Phillips **Assistant Attorney General, On:** 8 / 13/ 2024			
1.16. Approval by Governor and Council (if applicable) **By:** Approved at G&C Meeting as Item # **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").

Grantee Initials TC
Date 7/26/24

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

8. 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

9. 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.

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

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.

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.

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 entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3. 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.

12.4. 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.

13. 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 TR
Date 7/26/24

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 TC
Date 7/26/24

STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURL AND CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION
BUREAU OF TRAILS PROGRAM
AMERICAN RESCUE PLAN ACT EMERGENCY FUNDS FOR STORM REPAIRS

G-1 EXHIBIT A – Special Provisions

WHEREAS, after receiving American Rescue Plan Act ("ARPA") funds from the Governor's Office of Emergency Relief and Recovery ("GOFERR"), the Department of Natural and Cultural Resources ("DNCR") is hereby authorized to award beneficiary award grants to snowmobile clubs organized under the Grant-In-Aid program for the sole purpose of repairing storm damage to the trails in New Hampshire. Accordingly, DNCR as identified in Block 1.1 (hereinafter referred to as "Grantor") is awarding a grant to the entity identified in Block 1.3 (hereinafter referred to as "Grantee"). The Grantee agrees and covenants that the funds will be used solely for the repair of damaged snowmobile trails in New Hampshire.

1. The Grantee shall to:
    a. The Grantee shall construct and undertake the approved Project, in accordance with their Approved Application, which is incorporated by reference herein and a copy maintained at the State. Furthermore, the Grantee shall 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.
    c. The Grantee shall submit to all requested inspections and audits by State officials which relate to the services and payments under this Agreement. Periodic inspections of, trail construction, may be made by Bureau officials or designees at any time.
    d. The Grantee understands that the entity's name and address, and all other documents relating to the grant are public information subject to disclosure and may be used by the state.

2. Termination

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

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 terminated immediately 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 the awarded Project funds can still be utilized for the purposes stated herein.

3. Events of Default: Remedies

Section 11 shall be amended as follows:

Provision 11.2.1 shall be deleted and replaced with the following language:

11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within fifteen (15) working 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

Grantee Initials TC
Date 7/26/24

Add 11.2.5 as follows:

11.2.5 Consistent with Grant-In-Aid program rule 8408.04, 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.

4. **Indemnification**

Amend Section 16 to include the following additional provision:

16.1 Grantee's liability for claims arising under Paragraph 16 shall be limited to its insured amounts consistent with 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.

6. **Notice**

Amend Section 19 to include the following additional sentence:

Any notice by a party hereto to the other party via email is also deemed to have been duly delivered.

7. **Data: Retention of Data: Access**

Amend Section 9 to include the following additional provision:

9.6 The Grantee must maintain records and financial documents for seven (7) years after all funds have been expended or returned to the State and/or Treasury. Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats. The right to data access extends to Treasury.

8. **Closeout**

The Grantee has thirty (30) days after Term of Grant to submit all documents relating to the award. Grantee shall provide a final written summary with photos to document project completion.

9. **New Hampshire State and Local Fiscal Recovery Funds Federal Requirements**

This Agreement is funded under a grant to the State of New Hampshire (State) and New Hampshire Department of Natural and Cultural Resources (NHDNCR) as approved by the Governor and Executive Council from the federal government through the Department of Treasury (Treasury) through the American Rescue Plan Act of 2021 (ARPA), with the source of funds being the State and Local Fiscal Recovery Funds (SLFRF) identified under the Catalog of Federal Domestic Assistance (CFDA) number #21.027. The Federal Award Identification Number (FAIN) for this award is SLFRP0145. This grant award is a beneficiary award.

Grantee Initials VC
Date 7/26/24

Pursuant to 2 CFR 25, the Grantee shall provide NHDNCR with their Unique Entity Identifier (Unique Entity ID). A Unique Entity ID may be obtained by visiting https://www.sam.gov. This Unique Entity ID will be provided to DNCR before any funds can be disbursed.

G-1 EXHIBIT B – Scope of Work

Grantee shall construct/maintain a public snowmobile trail system, 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 shall reimburse the Grantee in accordance with RES 8408, subject to the following terms and conditions;

2. The maximum amount of funds available to the Grantee pursuant to this Agreement shall be **$14,004.00.** 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 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.

    a. FIRST PAYMENT; upon receipt of an invoice thirty (30) days after commencement of the Project or purchase, the State shall 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 shall 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 State of New Hampshire. Any remaining balances upon Project completion shall not be used for any other purpose unless prior written permission has been received and approved by the Bureau of Trails.

Organization Name:	Swift Diamond Riders Snowmobile Club, The
Unique Idenity Number:	NKG3YNQBSDL7
Vendor Code:	157214
Grant #:	2024-ARPA-SMC-15
Appropriation Code:	010-035-2802-072-2676
Total Grant Value	$14,004.00

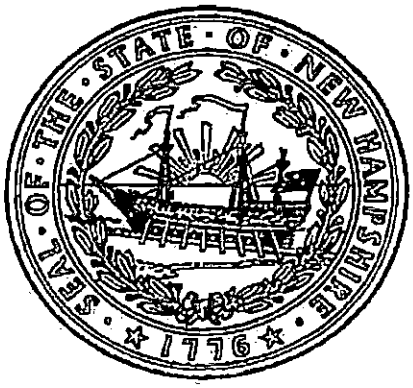
Grantee Initials TC
Date 7/26/24

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 SWIFT DIAMOND RIDERS SNOWMOBILE CLUB is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 06, 1992. 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: 183087
Certificate Number: 0005767744



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.

David M. Scanlan
Secretary of State

Business Information

Business Details

Business Name:	THE SWIFT DIAMOND RIDERS SNOWMOBILE CLUB	Business ID:	183087
Business Type:	Domestic Nonprofit Corporation	Business Status:	Good Standing
Business Creation Date:	11/06/1992	Name in State of Incorporation:	Not Available
Date of Formation in Jurisdiction:	11/06/1992		
Principal Office Address:	978 DIAMOND POND ROAD, Stewartstown, NH, 03576, USA	Mailing Address:	PO BOX 331, Colebrook, NH, 03576, 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 PROMOTE THE SPORT OF SNOWMOBILING IN THE DIAMOND POND AREA.	

Page 1 of 1, records 1 to 1 of 1

Principals Information

Name/Title	Business Address
TIM ANDERSON / President	978 DIAMOND POND ROAD, PO BOX 331, Stewartstown, NH, 03576, USA
HELEN ROGERS / Treasurer	978 DIAMOND POND ROAD, PO BOX 331, Stewartstown, NH, 03576, USA
TIM ANDERSON / Director	978 DIAMOND POND ROAD, PO BOX 331, Stewartstown, NH, 03576, USA

Page 1 of 1, records 1 to 3 of 3

Registered Agent Information

Name:	Not Available
Registered Office Address:	Not Available
Registered Mailing Address:	Not Available

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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Certificate of Authority #1 (Corporation, Non-profit Corporation)

Corporate Resolution

I, Jeffrey Haynes, **hereby certify** that I am duly elected Clerk/Secretary/Officer
(Name of person attesting)
of Swift Diamond Riders Snowmobile Club, The. 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 August 19, 2023, at which a quorum of the directors/shareholders were present and voting.

Voted: That Trevor Covell, Club Trail Admin (may list more than one person) is duly
(Name and Title)
authorized to enter into contracts or agreements on behalf of Swift Diamond Riders Snowmobile Club, The
(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 of 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: 8/1/24

ATTEST: Jeffrey Haynes
Digitally signed by Jeffrey Haynes
Date: 2024.08.01 19:30:27 -04'00'
(Signature of person attesting)

TITLE: President
(Title of person attesting)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/24/2024

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
Infinger Insurance - Conway
1205 Eastman Rd
PO Box 300
North Conway NH 03860

CONTACT NAME: Kimberly Wood
PHONE (A/C, No, Ext): (603) 447-5123 FAX (A/C, No): (603) 447-5126
E-MAIL ADDRESS: kim@infingerinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Acadia Ins Co.	31325
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Swift Diamond Riders
PO Box 331
Colebrook NH 03576

COVERAGES **CERTIFICATE NUMBER:** CL2412482027 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		CPA0085780-31	01/02/2024	01/02/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			CPA0085780-31	01/02/2024	01/02/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCA0085781-32	01/02/2024	01/02/2025	[X] PER STATUTE [ ] 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)

Snowmobile Club
When required by written contract, the NH Bureau of Trails GIA Program is an Additional Insured as respects General Liability insurance per the terms and conditions of the policy.

CERTIFICATE HOLDER

State of NH Dept of Natural & Cultural Resources, Division of
Parks & Rec, 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

Matt T. Olson

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