



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

172 Pembroke Road Concord, New Hampshire 03301
 Phone: 603-271-3556 Fax: 603-271-3553
 TDD Access: Relay NH 1-800-735-2964
 nhtrails.org



August 13, 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 Metallak ATV Club (VC#225952), Colebrook, NH in the amount of \$50,964.55 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)(1)(C) for the provision of government services 100% Federal Funds.

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

03-035-035-351510-28020000-072-500575-Grants Federal

FY 2025
 \$50,964.55

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. These trails and roads provide a four-season recreational resource for tourists and NH Residents and are maintained with the assistance of non-profit OHRV and snowmobile clubs across the State.

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. 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) with significant damages occurring in communities within Coos County. As a result of these storm damages the Bureau of 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 that 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.

Metallak ATV Club was identified as an eligible recipient as it is an organization in northern NH that serves the communities of Stewartstown, Colebrook and Columbia. The club is comprised of members, volunteers, sponsors and landowners. The club maintains wooded trails as well as a rail trail that provides access to local business allowing riders to support the local community. Many of these trails were damaged during the aforementioned flooding in 2023. The table below illustrates the projects that are intended to be completed as a result of the Metallak ATV Club receiving grant assistance.

48

Metallak ATV Club Project Summary	
Project Description	Project Amount
Project is to repair heavy washout from storms for 2000' on Snack Shack Trail in Stewartstown . Tasks: reshape existing trail, fix water bars, add 1.5" crushed gravel. Funds: skid steer, mini excavator, gravel.	\$14,300
Project is to repair 3/4 mile of Roaring Brook Trail in Dixville from storm washouts. Tasks: repair trail with as much existing material, replace 9 broken culverts, add 1.5" gravel, bring trail to grade & crown. Funds: excavator, gravel, 9 15"x20' culverts.	\$24,414.55
Project is to repair 1.5 miles of Nathan Brook Road (logging road) in Dixville from storm washouts. Trail will be repaired without extra materials being hauled in. Material needed to crown trail will be taken out of ditch lines. Funds: excavator.	\$5,000
Project is to repair 1 mile of Dixville Peaks Trail in Dixville from storm washouts. Project will repair washouts and ditches along the trail, add gravel as needed to sections and in other section just ditch and level trail with existing material. Funds: excavator, gravel.	\$7,250
TOTAL	\$50,964.55

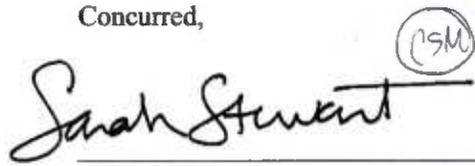
The Attorney General's Office has reviewed and approved each grant as to form, substance and execution.

Respectfully submitted,

Concurred,



Brian J. Wilson
Director

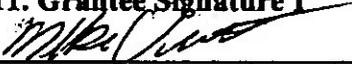


Sarah L. Stewart
Commissioner

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 Metallak ATV Club		1.4. Grantee Address PO Box 318, Colebrook, NH 03576	
1.5 Grantee Phone # (603) 331-2159	1.6. Account Number 010-035-2802-072-2676	1.7. Completion Date September 30, 2026	1.8. Grant Limitation \$50,964.55
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 		1.12. Name & Title of Grantee Signor 1 Mike Ouellet, 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 <small>Digitally signed by Craig Rennie Date: 2024.08.07 11:28:30 -04'00'</small>		1.14. Name & Title of State Agency Signor(s) Craig D. Rennie, Chief, Bureau of Trails	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: <i>Shari Phillips</i> Assistant Attorney General, On: 8 /30 /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 *MD*
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 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 OF AGREEMENT.** Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. **EVENT OF DEFAULT: REMEDIES.**
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. **TERMINATION.**
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. 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 *MD*
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 intent 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 *MO*
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 OHRV 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 OHRV 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 *md*
Date *7/7/24*

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 *MD*
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 OHRV 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 **\$50,964.55**. 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:	Metallak ATV Club
Unique Identity Number:	VKVLBZBM8Z3
Vendor Code:	225952
Grant #:	2024-ARPA-OHRV-02
Appropriation Code:	010-035-2802-072-2676
Total Grant Value	\$50,964.55

Grantee Initials MD
Date 7/13/24

Certificate of Authority #1

(Corporation, Non-profit Corporation)

Corporate Resolution

I, Sheila Beauchemin, hereby certify that I am duly elected Clerk/Secretary/Officer
(Name of person attesting)
of Metallak ATV 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 June 6, 2024,
at which a quorum of the directors/shareholders were present and voting.

Voted: That Mike Ouellet (may list more than one person) is duly
(Name and Title of Club TA)
authorized to enter into contracts or agreements on behalf of Metallak ATV 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 or repealed and remains in full force and effect as the date of the contract to which this certificate is attached. This authority shall remain valid for thirty (30) days from the date of this Corporate Resolution. I further certify that it is understood the State of New Hampshire will rely on this certificate as evidence the person(s) listed above currently occupy the positions(s) indicated and that they have full authority to bind the corporation. To the extent that there are limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: 08/12/2024 ATTEST: Sheila Beauchemin TITLE: Secretary
(Signature of person attesting) *(Title)*

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 METALLAK ATV CLUB is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on December 12, 2011. 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: 663496

Certificate Number: 0005750932



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 6th day of April A.D. 2022.

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

David M. Scanlan
Secretary of State

Business Information

Business Details

Business Name: METALLAK ATV CLUB	Business ID: 663496
Business Type: Domestic Nonprofit Corporation	Business Status: Good Standing
Business Creation Date: 12/12/2011	Name in State of Incorporation: Not Available
Date of Formation in Jurisdiction: 12/12/2011	
Principal Office Address: PO Box 318, Colebrook, NH, 03576, USA	Mailing Address: NONE
Citizenship / State of Incorporation: Domestic/New Hampshire	
	Last Nonprofit Report Year: 2020
	Next Report Year: 2025
Duration: Perpetual	
Business Email: metallakatv@gmail.com	Phone #: NONE
Notification Email: metallakatv@gmail.com	Fiscal Year End Date: NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / promote and foster the safe use of all-terrain vehicles as a sport and recreation	

Page 1 of 1, records 1 to 1 of 1

Principals Information

Name/Title	Business Address
Craig Washburn / President	47 Diamond Pond Road, Colebrook, NH, 03576, USA
Darren Little / Vice President	18 Bungy Road, Colebrook, NH, 03576, USA
Arthur Beauchemin / Director	67 Diamond Pond Road, Colebrook, NH, 03576, USA
Lloyd Howe / Director	126 Sugar Hill Road, Colebrook, NH, 03576, USA
Glenn Perry / Director	67 East Colebrook Road, Colebrook, NH, 03576, USA

Page 1 of 2, records 1 to 5 of 8

Registered Agent Information

Name: Not Available

Registered Office Not Available
Address:

Registered Mailing Not Available
Address:

Trade Name Information

No Trade Name(s) associated to this business.

Trade Name Owned By

No Records to View.

Trademark Information

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

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

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

© 2022 State of New Hampshire.

