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

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July 31, 2025

Her Excellency, Governor Kelly A. Ayotte
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 amend Grant-In-Aid Trail Maintenance Agreements with the snowmobile clubs shown in table below for the maintenance and development of snowmobile trails and the purchase and refurbishment of trail maintenance equipment by increasing the overall grant limitation by $11,560.20 from $1,800,000 to $1,811,560.20, with no change to the completion date, effective upon Governor and Executive Council approval through December 31, 2025. The original grant award was approved by the Governor and Executive Council on July 9, 2025, item #16. 100% Other Funds (Transfers from Fish & Game).

Funding is available in account, Grant-In-Aid Snow, as follows:

	FY 2026
03-035-035-351510-35560000-075-500590 Grant Subsidies and Relief	$11,560.20

Snowmobile Club	Vendor Code	Approved Grant Limitation	New Grant Award Limitation	5% Increase
Connecticut Valley Snowmobile Club	160093	$46,095.55	$48,596.45	$2,500.90
Gilmanton Snowmobile Assn., Inc.	158532	$40,182.47	$44,994.63	$4,812.16
Mt. Agassiz Trail Association	156956	$13,899.86	$14,826.52	$926.66
Old#4, Rod, Gun and Snowmobile Club	300641	$7,425.00	$7,920.00	$495.00
Southern New Hampshire Snow Slickers, Inc.	167086	$42,382.41	$45,207.89	$2,825.48
			TOTAL:	$11,560.20

EXPLANATION

As previously stated, the original grant agreement awards were approved by the Governor and Executive Council on July 9, 2025, item #16, for the maintenance and development of snowmobile trails and the purchase and refurbishment of trail maintenance equipment.

The reason for this request is because the five clubs listed above were awarded Grant-In-Aid (GIA) funds for the refurbishment of trail maintenance equipment based on the GIA Chapter Res 8400 Rules for the Grant-In-Aid

Program, Res 8403.02 Percentages of Grant-In-Aid (d) 75% of the cost of reconditioning trail grooming equipment during the time of award determination. However, the new GIA Chapter Ncr 840 Rules for the Grant-In-Aid Program was recently adopted shortly after, on June 25, 2025, by the Joint Legislative Committee and will be in effect during the club's current contract period through December 31, 2025. Therefore, the Bureau of Trails would like to increase the above five snowmobile summer GIA awards by 5% per rule Ncr 843.02 Percentages of Grant-In-Aid (f) 80% of the cost of reconditioning trail grooming or grading equipment.

The Department's authority to enter into Grant-In-Aid agreements with non-profit snowmobile clubs is outlined in RSA 215-C:39, VII (b). These grant agreements are for aiding the clubs in the trail maintenance of approximately 7,000 miles of snowmobile trails throughout the State and purchasing or refurbishing of grooming equipment.

DNCR has determined that the vendor is in good standing with the Secretary of State's Office, has secured the required levels of insurance, and has provided evidence of authority to execute and be bound by the contract.

The Attorney General's Office has approved the grant amendments to form, substance and execution.

Respectfully submitted,

Sarah Stewart

Sarah L. Stewart
Commissioner

Grant #	Organization	Vendor #	Trails Construction	Equipment	Grant Total
C&E 2025-01	Alexandria Ledge-Climbers Snowmobile Club, The	156580	$9,130.00	$0.00	$9,130.00
C&E 2025-02	Asquamchumauke Valley SC	166527	$0.00	$163,800.00	$163,800.00
C&E 2025-03	Baker River Valley Snowmobile Club	157505	$26,514.00	$0.00	$26,514.00
C&E 2025-04	Belknap Snowmobilers	231019	$8,413.34	$0.00	$8,413.34
C&E 2025-05	Blow-Me-Down Snow Riders	167138	$3,038.00	$21,197.23	$24,235.23
C&E 2025-06	Border Riders SMC, Pelham	157608	$5,232.24	$0.00	$5,232.24
C&E 2025-07	Bow Pioneers Snowmobile Club	155714	$5,725.62	$0.00	$5,725.62
C&E 2025-08	Bridgewater Mountain Snowmobile Club	165203	$3,743.06	$0.00	$3,743.06
C&E 2025-09	Brookline Icebreakers Snowmobile Club	159225	$15,270.00	$0.00	$15,270.00
C&E 2025-10	Bruhawachet Sno Trackers	158042	$6,502.00	$0.00	$6,502.00
C&E 2025-11	Central New Hampshire Snowmobile Club	159440	$16,727.77	$0.00	$16,727.77
C&E 2025-12	Chesterfield Snowmobilers	156030	$13,566.70	$0.00	$13,566.70
C&E 2025-13	Colebrook Ski-Bees, Inc.	155789	$6,485.96	$0.00	$6,485.96
C&E 2025-14	**Connecticut Valley Snowmobile Club**	**160093**	**$8,582.00**	**$40,014.45**	**$48,596.45**
C&E 2025-15	Crescent Lake Regional Sno-Riders	155028	$1,359.60	$0.00	$1,359.60
C&E 2025-16	Dalton Ridge Runners	162647	$90,497.00	$162,600.00	$253,097.00
C&E 2025-17	Evergreen Valley Snowmobile Club Association, Inc.	157702	$10,821.20	$0.00	$10,821.20
C&E 2025-18	Fort Mountain Trailwinders, The	218495	$13,309.20	$0.00	$13,309.20
C&E 2025-19	**Gilmanton Snowmobile Association**	**158532**	**$0.00**	**$44,994.63**	**$44,994.63**
C&E 2025-20	Groveton Trail Blazers, Inc., The	155466	$57,815.15	$0.00	$57,815.15
C&E 2025-21	Hardy Country Snowmobile, Inc	158846	$26,830.12	$0.00	$26,830.12
C&E 2025-22	Jefferson Hi-Landers	154753	$16,200.00	$0.00	$16,200.00
C&E 2025-23	Kearsarge Trail Snails SC, Inc.	166621	$18,357.80	$0.00	$18,357.80
C&E 2025-24	Keene Sno-Riders, Inc	258444	$11,289.89	$0.00	$11,289.89
C&E 2025-25	Lakes Region Snowmobile Club	156591	$7,571.20	$0.00	$7,571.20
C&E 2025-26	Lisbon Stump Jumpers	159132	$60,526.66	$0.00	$60,526.66
C&E 2025-27	Littleton Off Road Riders	156202	$2,070.27	$0.00	$2,070.27
C&E 2025-28	Lyme Pinnacle Snowmobile Club, Inc.	155363	$2,657.40	$0.00	$2,657.40
C&E 2025-29	Mascoma Valley Snow Travelers, Inc.	262171	$6,356.00	$7,650.00	$14,006.00
C&E 2025-30	Milan All Weather Riders	158181	$101,027.00	$0.00	$101,027.00
C&E 2025-31	Mohawk Trail Riders, Inc	157400	$5,003.00	$0.00	$5,003.00
C&E 2025-32	Monadnock Sno-Moles, The	154989	$34,800.00	$0.00	$34,800.00
C&E 2025-33	Monroe Bumper Humpers	156040	$4,118.35	$0.00	$4,118.35
C&E 2025-34	Moultonboro SC	155388	$2,400.00	$0.00	$2,400.00
C&E 2025-36	Mountain-Meadow Riders	153247	$5,738.95	$0.00	$5,738.95
C&E 2025-35	**Mt. Agassiz Trail Association**	**156956**	**$0.00**	**$14,826.52**	**$14,826.52**
C&E 2025-37	Mt. Cardigan	157481	$4,504.12	$0.00	$4,504.12
C&E 2025-38	NH Sno Shakers	260600	$2,660.84	$0.00	$2,660.84
C&E 2025-39	New Hampshire Trail Dawgs	157755	$3,853.03	$0.00	$3,853.03
C&E 2025-40	Nor'Easters SMC	159261	$19,241.40	$0.00	$19,241.40
C&E 2025-41	Northwood Crank Pullers	160088	$1,236.00	$9,981.00	$11,217.00
C&E 2025-42	**Old No. 4 Rod, Gun and SC**	**300641**	**$0.00**	**$7,920.00**	**$7,920.00**
C&E 2025-43	Ossipee Valley Snowmobile Club Association, Inc.	157580	$4,876.50	$0.00	$4,876.50
C&E 2025-44	Pisgah Mt. Trailriders, Inc	158314	$76,794.40	$0.00	$76,794.40
C&E 2025-45	Pittsburg Ridge Runners SMC	155767	$17,951.00	$0.00	$17,951.00
C&E 2025-46	Powder Mill Snowmobile Club, Inc.	157604	$46,251.50	$0.00	$46,251.50
C&E 2025-47	Presidential Range Riders	154829	$7,676.84	$0.00	$7,676.84
C&E 2025-48	Sandwich Sidehillers	158556	$4,737.49	$0.00	$4,737.49
C&E 2025-49	Shugah Valley Snow Riders Inc	167153	$14,108.72	$0.00	$14,108.72
C&E 2025-50	Sno-Streakers	155759	$0.00	$20,249.40	$20,249.40
C&E 2025-51	**Southern NH Snow Slickers, Inc.**	**167086**	**$0.00**	**$45,207.89**	**$45,207.89**
C&E 2025-52	Squam Trail-Busters Snowmobile Club, Inc., The	156286	$0.00	$175,200.00	$175,200.00
C&E 2025-53	Suncook Valley Sno-Riders	160085	$1,403.58	$0.00	$1,403.58
C&E 2025-54	Swift Diamond Riders Snowmobile Club, The	157214	$8,128.02	$19,740.00	$27,868.02
C&E 2025-55	Town Line Trail Dusters	155088	$22,103.60	$0.00	$22,103.60
C&E 2025-56	Twin Mountain Snowmobile Club	155766	$18,243.87	$0.00	$18,243.87
C&E 2025-57	Twin Ridge Mountaineers	167158	$11,716.08	$0.00	$11,716.08
C&E 2025-58	Umbagog Snowmobile Association	166541	$73,611.59	$0.00	$73,611.59
C&E 2025-59	Washington Snow Riders	155994	$2,959.20	$0.00	$2,959.20
C&E 2025-60	Waumbek Methna Snowmobile Club	230991	$25,012.31	$0.00	$25,012.31
C&E 2025-61	Weare Winter Wanderers	157308	$36,684.00	$0.00	$36,684.00
C&E 2025-62	Westmoreland Sno Belters	157524	$1,008.94	$9,358.80	$10,367.74
C&E 2025-63	White Mountain Ridge Runners	155135	$40,693.96	$0.00	$40,693.96
C&E 2025-64	White Mountain Snowmobile Club	156042	$4,365.00	$0.00	$4,365.00
C&E 2025-65	Wolfeboro Snowmobile Club	286972	$11,318.81	$0.00	$11,318.81
		TOTALS:	$1,068,820.28	**$742,739.92**	**$1,811,560.20**

Amendment of G-1 Grant Agreement

The Department of Natural and Cultural Resources, Division of Parks & Recreation, Bureau of Trails, and the Connecticut Valley Snowmobile Club, hereby mutually agree to amend the 2025 Summer GIA Grant Agreement originally approved by the Governor and Executive Council on July 9, 2025, item # 16, with a completion date of December 31, 2025, as follows:

1. Amend Box 1.8 of the original grant agreement to $48,596.45.

2. Amend Exhibit C, Terms of Payment, by increasing the grant contract total by $2,500.90 from $46,095.55 to $48,596.45.

3. All other terms and conditions of the original grant agreement shall remain the same in full force and effect as originally set forth; and

4. This amendment is subject to approval by the Governor and Executive Council.

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

Theresa Paige, Trail Administrator — 7-17-25
Date

Department of Natural and Cultural Resources

Sarah L. Stewart, Commissioner — July 31, 2025
Date

Approved as to form, substance, and execution:

Attorney General
08/01/2025
Date

Amendment of G-1 Grant Agreement

The Department of Natural and Cultural Resources, Division of Parks & Recreation, Bureau of Trails, and the Gilmanton Snowmobile Assn, Inc, hereby mutually agree to amend the 2025 Summer GIA Grant Agreement originally approved by the Governor and Executive Council on July 9, 2025, item # 16, with a completion date of December 31, 2025, as follows:

1. Amend Box 1.8 of the original grant agreement to $44,994.63.
2. Amend Exhibit C, Terms of Payment, by increasing the grant contract total by $4,812.16 from $40,182.47 to $44,994.63.
3. All other terms and conditions of the original grant agreement shall remain the same in full force and effect as originally set forth; and
4. This amendment is subject to approval by the Governor and Executive Council.

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

Chris Gamache, Trail Administrator — 07-15-2025 — Date

Department of Natural and Cultural Resources

Sarah L. Stewart, Commissioner — July 31, 2025 — Date

Approved as to form, substance, and execution:

Attorney General — 08/01/2025 — Date

Amendment of G-1 Grant Agreement

The Department of Natural and Cultural Resources, Division of Parks & Recreation, Bureau of Trails, and the Mount Agassiz Trail Association, hereby mutually agree to amend the 2025 Summer GIA Grant Agreement originally approved by the Governor and Executive Council on July 9, 2025, item # 16, with a completion date of December 31, 2025, as follows:

1. Amend Box 1.8 of the original grant agreement to $14,826.52.
2. Amend Exhibit C, Terms of Payment, by increasing the grant contract total by $926.66 from $13,899.86 to $14,826.52.
3. All other terms and conditions of the original grant agreement shall remain the same in full force and effect as originally set forth; and
4. This amendment is subject to approval by the Governor and Executive Council.

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

Heather Stevenson, Trail Administrator — Date: 7/15/25

Department of Natural and Cultural Resources

Sarah L. Stewart, Commissioner — Date: July 31, 2025

Approved as to form, substance, and execution:

Attorney General — Date: 08/01/2025

Amendment of G-1 Grant Agreement

The Department of Natural and Cultural Resources, Division of Parks & Recreation, Bureau of Trails, and the Old#4, Rod, Gun and Snowmobile Club, Inc., hereby mutually agree to amend the 2025 Summer GIA Grant Agreement originally approved by the Governor and Executive Council on July 9, 2025, item # 16, with a completion date of December 31, 2025, as follows:

1. Amend Box 1.8 of the original grant agreement to $7,920.
2. Amend Exhibit C, Terms of Payment, by increasing the grant contract total by $495 from $7,425 to $7,920.
3. All other terms and conditions of the original grant agreement shall remain the same in full force and effect as originally set forth; and
4. This amendment is subject to approval by the Governor and Executive Council.

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

Michael E Joyce
Mike Joyce, Trail Administrator

7-16-25
Date

Department of Natural and Cultural Resources

Sarah Stewart
Sarah L. Stewart, Commissioner

July 31, 2025
Date

Approved as to form, substance, and execution:

Jessica A King
Attorney General

08/01/2025
Date

Amendment of G-1 Grant Agreement

The Department of Natural and Cultural Resources, Division of Parks & Recreation, Bureau of Trails, and the Southern New Hampshire Snow Slickers, Inc., hereby mutually agree to amend the 2025 Summer GIA Grant Agreement originally approved by the Governor and Executive Council on July 9, 2025, item # 16, with a completion date of December 31, 2025, as follows:

1. Amend Box 1.8 of the original grant agreement to $45,207.89.
2. Amend Exhibit C, Terms of Payment, by increasing the grant contract total by $2,825.48 from $42,382.41 to $45,207.89.
3. All other terms and conditions of the original grant agreement shall remain the same in full force and effect as originally set forth; and
4. This amendment is subject to approval by the Governor and Executive Council.

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

Albert Grant, Trail Administrator

7/21/25
Date

Department of Natural and Cultural Resources

Sarah L. Stewart, Commissioner

July 31, 2025
Date

Approved as to form, substance, and execution:

Attorney General

08/01/2025
Date

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

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June 2, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation, Bureau of Trails to enter into Grant-In-Aid agreements with the snowmobile clubs shown in the attachment in the total amount of $1,800,000 effective upon Governor and Council approval through December 31, 2025. 100% Other Funds (Transfers from Fish & Game).

Funding is available in account, Grant-In-Aid-Snow, as follows:

	FY2026
03-035-035-351510-35560000-075-500590 - Grants Subsidies and Relief	$1,800,000

EXPLANATION

The Department's authority to enter into Grant-In-Aid agreements with non-profit snowmobile clubs is outlined in RSA 215-C:39, VII (b). These grant agreements are for aiding the clubs in the maintenance and development of snowmobile trails and the purchase and refurbishment of trail maintenance equipment.

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

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

Respectfully submitted,

Sarah L. Stewart
Commissioner

	Grant #	Organization	Vendor #	Trails Construction	Equipment	Grant Total
	C&E 2025-01	Alexandria Ledge-Climbers Snowmobile Club, The	156580	$9,130.00	$0.00	$9,130.00
	C&E 2025-02	Asquamchumauke Valley SC	166527	$0.00	$163,800.00	$163,800.00
	C&E 2025-03	Baker River Valley Snowmobile Club	157505	$26,514.00	$0.00	$26,514.00
	C&E 2025-04	Belknap Snowmobilers	231019	$8,413.34	$0.00	$8,413.34
	C&E 2025-05	Blow-Me-Down Snow Riders	167138	$3,038.00	$21,197.23	$24,235.23
	C&E 2025-06	Border Riders SMC, Pelham	157608	$5,232.24	$0.00	$5,232.24
	C&E 2025-07	Bow Pioneers Snowmobile Club	155714	$5,725.62	$0.00	$5,725.62
	C&E 2025-08	Bridgewater Mountain Snowmobile Club	165203	$3,743.06	$0.00	$3,743.06
	C&E 2025-09	Brookline Icebreakers Snowmobile Club	159225	$15,270.00	$0.00	$15,270.00
	C&E 2025-10	Bruhawachet Sno Trackers	158042	$6,502.00	$0.00	$6,502.00
	C&E 2025-11	Central New Hampshire Snowmobile Club	159440	$16,727.77	$0.00	$16,727.77
	C&E 2025-12	Chesterfield Snowmobilers	156030	$13,566.70	$0.00	$13,566.70
	C&E 2025-13	Colebrook Ski-Bees, Inc.	155789	$6,485.96	$0.00	$6,485.96
★	C&E 2025-14	Connecticut Valley Snowmobile Club	160093	$8,582.00	$37,513.55	$46,095.55
	C&E 2025-15	Crescent Lake Regional Sno-Riders	155028	$1,359.60	$0.00	$1,359.60
	C&E 2025-16	Dalton Ridge Runners	162647	$90,497.00	$162,600.00	$253,097.00
	C&E 2025-17	Evergreen Valley Snowmobile Club Association, Inc.	157702	$10,821.20	$0.00	$10,821.20
	C&E 2025-18	Fort Mountain Trailwinders, The	218495	$13,309.20	$0.00	$13,309.20
★	C&E 2025-19	Gilmanton Snowmobile Association	158532	$0.00	$40,182.47	$40,182.47
	C&E 2025-20	Groveton Trail Blazers, Inc., The	155466	$57,815.15	$0.00	$57,815.15
	C&E 2025-21	Hardy Country Snowmobile, Inc	158846	$26,830.12	$0.00	$26,830.12
	C&E 2025-22	Jefferson Hi-Landers	154753	$16,200.00	$0.00	$16,200.00
	C&E 2025-23	Kearsarge Trail Snails SC, Inc.	166621	$18,357.80	$0.00	$18,357.80
	C&E 2025-24	Keene Sno-Riders, Inc	258444	$11,289.89	$0.00	$11,289.89
	C&E 2025-25	Lakes Region Snowmobile Club	156591	$7,571.20	$0.00	$7,571.20
	C&E 2025-26	Lisbon Stump Jumpers	159132	$60,526.66	$0.00	$60,526.66
	C&E 2025-27	Littleton Off Road Riders	156202	$2,070.27	$0.00	$2,070.27
	C&E 2025-28	Lyme Pinnacle Snowmobile Club, Inc.	155363	$2,657.40	$0.00	$2,657.40
	C&E 2025-29	Mascoma Valley Snow Travelers, Inc.	262171	$6,356.00	$7,650.00	$14,006.00
	C&E 2025-30	Milan All Weather Riders	158181	$101,027.00	$0.00	$101,027.00
	C&E 2025-31	Mohawk Trail Riders, Inc	157400	$5,003.00	$0.00	$5,003.00
	C&E 2025-32	Monadnock Sno-Moles, The	154989	$34,800.00	$0.00	$34,800.00
	C&E 2025-33	Monroe Bumper Humpers	156040	$4,118.35	$0.00	$4,118.35
	C&E 2025-34	Moultonboro SC	155388	$2,400.00	$0.00	$2,400.00
	C&E 2025-36	Mountain-Meadow Riders	153247	$5,738.95	$0.00	$5,738.95
★	C&E 2025-35	Mt. Agassiz Trail Association	156956	$0.00	$13,899.86	$13,899.86
	C&E 2025-37	Mt. Cardigan	157481	$4,504.12	$0.00	$4,504.12
	C&E 2025-38	NH Sno Shakers	260600	$2,660.84	$0.00	$2,660.84
	C&E 2025-39	New Hampshire Trail Dawgs	157755	$3,853.03	$0.00	$3,853.03
	C&E 2025-40	Nor'Easters SMC	159261	$19,241.40	$0.00	$19,241.40
	C&E 2025-41	Northwood Crank Pullers	160088	$1,236.00	$9,981.00	$11,217.00
★	C&E 2025-42	Old No. 4 Rod, Gun and SC	300641	$0.00	$7,425.00	$7,425.00
	C&E 2025-43	Ossipee Valley Snowmobile Club Association, Inc.	157580	$4,876.50	$0.00	$4,876.50
	C&E 2025-44	Pisgah Mt. Trailriders, Inc	158314	$76,794.40	$0.00	$76,794.40
	C&E 2025-45	Pittsburg Ridge Runners SMC	155767	$17,951.00	$0.00	$17,951.00
	C&E 2025-46	Powder Mill Snowmobile Club, Inc.	157604	$46,251.50	$0.00	$46,251.50
	C&E 2025-47	Presidential Range Riders	154829	$7,676.84	$0.00	$7,676.84
	C&E 2025-48	Sandwich Sidehillers	158556	$4,737.49	$0.00	$4,737.49
	C&E 2025-49	Shugah Valley Snow Riders Inc	167153	$14,108.72	$0.00	$14,108.72
	C&E 2025-50	Sno-Streakers	155759	$0.00	$20,249.40	$20,249.40
★	C&E 2025-51	Southern NH Snow Slickers, Inc.	167086	$0.00	$42,382.41	$42,382.41
	C&E 2025-52	Squam Trail-Busters Snowmobile Club, Inc., The	156286	$0.00	$175,200.00	$175,200.00
	C&E 2025-53	Suncook Valley Sno-Riders	160085	$1,403.58	$0.00	$1,403.58
	C&E 2025-54	Swift Diamond Riders Snowmobile Club, The	157214	$8,128.02	$19,740.00	$27,868.02
	C&E 2025-55	Town Line Trail Dusters	155088	$22,103.60	$0.00	$22,103.60
	C&E 2025-56	Twin Mountain Snowmobile Club	155766	$18,243.87	$0.00	$18,243.87
	C&E 2025-57	Twin Ridge Mountaineers	167158	$11,716.08	$0.00	$11,716.08
	C&E 2025-58	Umbagog Snowmobile Association	166541	$73,611.59	$0.00	$73,611.59
	C&E 2025-59	Washington Snow Riders	155994	$2,959.20	$0.00	$2,959.20
	C&E 2025-60	Waumbek Methna Snowmobile Club	230991	$25,012.31	$0.00	$25,012.31
	C&E 2025-61	Weare Winter Wanderers	157308	$36,684.00	$0.00	$36,684.00
	C&E 2025-62	Westmoreland Sno Belters	157524	$1,008.94	$9,358.80	$10,367.74
	C&E 2025-63	White Mountain Ridge Runners	155135	$40,693.96	$0.00	$40,693.96
	C&E 2025-64	White Mountain Snowmobile Club	156042	$4,365.00	$0.00	$4,365.00
	C&E 2025-65	Wolfeboro Snowmobile Club	286972	$11,318.81	$0.00	$11,318.81
			TOTALS:	$1,068,820.28	$731,179.72	$1,800,000.00

GRANT AGREEMENT

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

1. Identification and Definitions.

1.1. State Agency Name Dept. of Natural & Cultural Resources Bureau of Trails – Grant-In-Aid (GIA) Program		**1.2. State Agency Address** 172 Pembroke Road Concord, NH 03301	
1.3. Grantee Name Connecticut Valley Snowmobile Club		**1.4. Grantee Address** **39 Slate Ridge Drive** **Haverhill, NH 03765**	
1.5 Grantee Phone # (603) 991-5052	**1.6. Account Number** 010-035-3556-075-0590	**1.7. Completion Date** December 31, 2025	**1.8. Grant Limitation** $46,095.55
1.9. Grant Officer for State Agency Taya Ferris, GIA Coordinator, Bureau of Trails		**1.10. State Agency Telephone Number** (603) 271-3337	
If Grantee is a municipality or village district: **"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."**			
1.11. Grantee Signature 1 Theresa Paige **Date:** 06/27/25		**1.12. Name & Title of Grantee Signor 1** Theresa Paige, **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: 2025.06.30 09:02:13 -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:** Nathan W. Kenison-Marvin Assistant Attorney General **Assistant Attorney General, On:** 7 / 22 /2025			
1.16. Approval by Governor and Council (if applicable) **By:** Approved at G&C Meeting as Item # (see attached) **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 TP
Date 6/27/25

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 TP
Date 6/27/25

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 TP
Date 6/27/25

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

EXHIBIT A – Special Provisions

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

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

1. The Grantee agrees to:
    a. The Grantee agrees to construct and undertake the approved Project, and/or purchase or recondition Equipment, in accordance with their Approved Application, which is incorporated by reference herein and a copy maintained at the State. Furthermore, the Grantee agrees to comply with all Federal, State, and local laws, rules, and regulations, which are now, or in the future may become, applicable to the Project and/or purchase or recondition.
    b. The Grantee shall not amend, revise, or change the Approved Application or Budget without the prior written consent of the Bureau.
    c. Equipment purchased or reconditioned through the Grant-In-Aid Program shall not be sold or traded by any Grantee, unless it meets the provisions specified in Administrative Rule Res 8404.04, Terms of Ownership.
    d. The State of New Hampshire shall retain an interest in the form of a lien on all equipment purchased or reconditioned through the Grant-In-Aid Program, and the State shall file a financing statement with the Secretary of State pursuant to RSA 382-A:9. Such lien shall be released by the State of New Hampshire when the Grantee has met the requirements of Administrative Rules Res 8404.04 or 8404.05.
    e. The Grantee agrees to submit to all requested inspections and audits by State officials which relate to the services and payments under this Agreement. Periodic inspections of purchased or reconditioned equipment, trail construction, trail signing, and equipment logs may be made by Bureau officials or designees at any time.
    f. Equipment purchased or reconditioned through the Grant-In-Aid Program shall be required to display (at locations designated by the Bureau) at least one (1), but not more than two (2), decals indicating that the equipment has been partially funded by this Program. Decals shall be provided by the Bureau.
    g. All equipment purchased or reconditioned through the Grant-In-Aid Program shall be kept in good mechanical condition. Grantees are required to maintain a *Maintenance Log* for each piece of equipment.
    h. All approved parking facilities shall only be signed with appropriate signs provided by the Bureau of Trails obtained through the Grant-In-Aid Program.

54. Termination

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

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

Grantee Initials TP
Date 6/27/25

55. Penalties

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

56. **Insurance**

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

17.1.2 General liability insurance against all claims of bodily injury, death, or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess.

Add new Paragraph 17.3 as follows:

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

57. **Notice**

Add the following sentence to the end of Section 19.

Any notice by the GIA Coordinator or the Trail Administrator (the parties) hereto to the other party via email is also deemed to have been duly delivered. Exceptions are when GIA rules specifically state to deliver hardcopies.

EXHIBIT B – Scope of Work

Grantee desires to construct/maintain a public snowmobile trail system and/or purchase or recondition trail maintenance equipment, in accordance with Grantee's Grant Application and approved budget. Grantee may subcontract project work under this grant, provided that reimbursement for subcontracted work shall be subject to review by the State for compliance with grant program requirements.

EXHIBIT C – Payment Terms

Method of Payment

1. The State agrees to reimburse the Grantee in accordance with RES 8408, subject to the following terms and conditions; however, should snowmobile revenues fall short of the estimated amounts, grant awards shall be reduced by the amount of the revenue shortfall. If GIA revenues are insufficient to fund Projects and/or Equipment purchases or reconditions at the percentages noted in Res 8403.02, the Bureau shall have the ability to offer partial funding to a Grantee, lower than those proportions noted in Res 8403.02, and the Grantee may determine if they wish to accept the lower grant award.

2. The maximum amount of funds available to the Grantee pursuant to this Agreement shall be $46,095.55. 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; actual costs

Grantee Initials TP
Date 6/27/25

incurred in the purchase or reconditioning of equipment, along with a receipt from the vendor indicating the equipment has been delivered and paid for. Said receipt shall include the Grantee's name, the purchase or reconditioning price, the make, model, serial number, and year of manufacture of equipment, and any accessories purchased.

a. FIRST PAYMENT; upon receipt of an invoice thirty (30) days after commencement of the Project or purchase, the State agrees to pay the Grantee percentages as applicable, deemed eligible and approved.
b. SUBSEQUENT PAYMENTS: each successive thirty (30) days after the first payment, the Grantee shall submit invoices evidencing acceptable costs. If the costs are deemed eligible and approved, the State
c. agrees to pay the Grantee appropriate percentages. Said payments shall continue to be made until authorized reimbursements for the total costs of said Project and/or purchase or recondition have been made, on the condition that invoices are submitted within the Agreement period.
d. NOTWITHSTANDING anything to the contrary contained herein, it is understood and agreed that all payments of all sums by the State hereunder are contingent upon availability and continued appropriation of State funds, and, if for any reason whatsoever, such funds shall be terminated or reduced or otherwise become unavailable, the State may terminate this Agreement in whole or part immediately.

3. Any grant funds allotted but not applied for by the Grantee by the termination date of this Agreement, shall lapse and be returned to the Grant-In-Aid Program. Any remaining balances upon Project completion and/or Equipment purchase, or reconditioning shall not be used for any other purpose unless prior written permission has been received and approved by the Bureau.

Organization Name:	**Connecticut Valley Snowmobile Club**		
Vendor Code:	160093		
Grant #:	C&E 2025-14		
Appropriation Code:	010-035-3556-075-0590	Construction	$8,582
	010-035-3556-075-0590	Equipment	$37,513.55
		Total Grant Value	$46,095.55

Term of Grant

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

Grantee Initials TP
Date 6/27/25

RECEIVED

JUN 30 2025

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 – Grant-In-Aid (GIA) Program		**1.2. State Agency Address** 172 Pembroke Road Concord, NH 03301	
1.3. Grantee Name Gilmanton Snowmobile Assn.,Inc.		**1.4. Grantee Address** **PO Box 291** **Gilmanton, NH 03837**	
1.5 Grantee Phone # (603) 630-1304	**1.6. Account Number** 010-035-3556-075-0590	**1.7. Completion Date** December 31, 2025	**1.8. Grant Limitation** $40,182.47
1.9. Grant Officer for State Agency Taya Ferris, GIA Coordinator, Bureau of Trails		**1.10. State Agency Telephone Number** (603) 271-3337	
If Grantee is a municipality or village district: **"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."**			
1.11. Grantee Signature 1 **Date:** 6/25/25		**1.12. Name & Title of Grantee Signor 1** Chris Gamache, **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: 2025.07.01 13:24:21 -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:** Nathan W. Kenison-Marvin Assistant Attorney General **Assistant Attorney General, On:** 7 /22 /2025			
1.16. Approval by Governor and Council (if applicable) **By:** Approved at G&C Meeting as Item # (see attached) **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 CG
Date 6/25/25

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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

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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 CC

Date 6/25/25

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 CG
Date 6/25/25

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

EXHIBIT A – Special Provisions

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

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

1. The Grantee agrees to:
    a. The Grantee agrees to construct and undertake the approved Project, and/or purchase or recondition Equipment, in accordance with their Approved Application, which is incorporated by reference herein and a copy maintained at the State. Furthermore, the Grantee agrees to comply with all Federal, State, and local laws, rules, and regulations, which are now, or in the future may become, applicable to the Project and/or purchase or recondition.
    b. The Grantee shall not amend, revise, or change the Approved Application or Budget without the prior written consent of the Bureau.
    c. Equipment purchased or reconditioned through the Grant-In-Aid Program shall not be sold or traded by any Grantee, unless it meets the provisions specified in Administrative Rule Res 8404.04, Terms of Ownership.
    d. The State of New Hampshire shall retain an interest in the form of a lien on all equipment purchased or reconditioned through the Grant-In-Aid Program, and the State shall file a financing statement with the Secretary of State pursuant to RSA 382-A:9. Such lien shall be released by the State of New Hampshire when the Grantee has met the requirements of Administrative Rules Res 8404.04 or 8404.05.
    e. The Grantee agrees to submit to all requested inspections and audits by State officials which relate to the services and payments under this Agreement. Periodic inspections of purchased or reconditioned equipment, trail construction, trail signing, and equipment logs may be made by Bureau officials or designees at any time.
    f. Equipment purchased or reconditioned through the Grant-In-Aid Program shall be required to display (at locations designated by the Bureau) at least one (1), but not more than two (2), decals indicating that the equipment has been partially funded by this Program. Decals shall be provided by the Bureau.
    g. All equipment purchased or reconditioned through the Grant-In-Aid Program shall be kept in good mechanical condition. Grantees are required to maintain a *Maintenance Log* for each piece of equipment.
    h. All approved parking facilities shall only be signed with appropriate signs provided by the Bureau of Trails obtained through the Grant-In-Aid Program.

74. Termination

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

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

Grantee Initials CG
Date 6/25/23

75. Penalties

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

76. **Insurance**

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

17.1.2 General liability insurance against all claims of bodily injury, death, or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess.

Add new Paragraph 17.3 as follows:

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

77. **Notice**

Add the following sentence to the end of Section 19.

Any notice by the GIA Coordinator or the Trail Administrator (the parties) hereto to the other party via email is also deemed to have been duly delivered. Exceptions are when GIA rules specifically state to deliver hardcopies.

EXHIBIT B – Scope of Work

Grantee desires to construct/maintain a public snowmobile trail system and/or purchase or recondition trail maintenance equipment, in accordance with Grantee's Grant Application and approved budget. Grantee may subcontract project work under this grant, provided that reimbursement for subcontracted work shall be subject to review by the State for compliance with grant program requirements.

EXHIBIT C – Payment Terms

Method of Payment

1. The State agrees to reimburse the Grantee in accordance with RES 8408, subject to the following terms and conditions; however, should snowmobile revenues fall short of the estimated amounts, grant awards shall be reduced by the amount of the revenue shortfall. If GIA revenues are insufficient to fund Projects and/or Equipment purchases or reconditions at the percentages noted in Res 8403.02, the Bureau shall have the ability to offer partial funding to a Grantee, lower than those proportions noted in Res 8403.02, and the Grantee may determine if they wish to accept the lower grant award.

2. The maximum amount of funds available to the Grantee pursuant to this Agreement shall be $40,182.47. It is further understood and agreed that the Grantee shall only be reimbursed on the basis of actual costs incurred, and that the State's determinations of eligible and approved costs shall be final in all cases. The Grantee shall submit invoices for actual costs incurred in construction or maintenance of the approved trail; actual costs

Grantee Initials CG
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incurred in the purchase or reconditioning of equipment, along with a receipt from the vendor indicating the equipment has been delivered and paid for. Said receipt shall include the Grantee's name, the purchase or reconditioning price, the make, model, serial number, and year of manufacture of equipment, and any accessories purchased.

a. FIRST PAYMENT; upon receipt of an invoice thirty (30) days after commencement of the Project or purchase, the State agrees to pay the Grantee percentages as applicable, deemed eligible and approved.
b. SUBSEQUENT PAYMENTS: each successive thirty (30) days after the first payment, the Grantee shall submit invoices evidencing acceptable costs. If the costs are deemed eligible and approved, the State
c. agrees to pay the Grantee appropriate percentages. Said payments shall continue to be made until authorized reimbursements for the total costs of said Project and/or purchase or recondition have been made, on the condition that invoices are submitted within the Agreement period.
d. NOTWITHSTANDING anything to the contrary contained herein, it is understood and agreed that all payments of all sums by the State hereunder are contingent upon availability and continued appropriation of State funds, and, if for any reason whatsoever, such funds shall be terminated or reduced or otherwise become unavailable, the State may terminate this Agreement in whole or part immediately.

3. Any grant funds allotted but not applied for by the Grantee by the termination date of this Agreement, shall lapse and be returned to the Grant-In-Aid Program. Any remaining balances upon Project completion and/or Equipment purchase, or reconditioning shall not be used for any other purpose unless prior written permission has been received and approved by the Bureau.

Organization Name:	**Gilmanton Snowmobile Assn.,Inc.**		
Vendor Code:	158532		
Grant #:	C&E 2025-19		
Appropriation Code:	010-035-3556-075-0590	Construction	$0
	010-035-3556-075-0590	Equipment	$40,182.47
		Total Grant Value	$40,182.47

Term of Grant

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

Grantee Initials CG
Date 6/25/25

GRANT AGREEMENT

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

1. Identification and Definitions.

1.1. State Agency Name Dept. of Natural & Cultural Resources Bureau of Trails – Grant-In-Aid (GIA) Program		**1.2. State Agency Address** 172 Pembroke Road Concord, NH 03301	
1.3. Grantee Name Mt. Agassiz Trail Association		**1.4. Grantee Address** **PO Box 632** **Bethlehem, NH 03574**	
1.5 Grantee Phone # (603) 238-7600	**1.6. Account Number** 010-035-3556-075-0590	**1.7. Completion Date** December 31, 2025	**1.8. Grant Limitation** $13,899.86
1.9. Grant Officer for State Agency Taya Ferris, GIA Coordinator, Bureau of Trails		**1.10. State Agency Telephone Number** (603) 271-3337	
If Grantee is a municipality or village district: **"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."**			
1.11. Grantee Signature 1 **Heather Stevenson** **Date:** 6/24/25		**1.12. Name & Title of Grantee Signor 1** Heather Stevenson, **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: 2025.06.24 14:29:36 -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:** Nathan W. Kenison-Marvin Assistant Attorney General **Assistant Attorney General, On:** 7 / 22/ 2025			
1.16. Approval by Governor and Council (if applicable) **By:** Approved at G&C Meeting as Item # (see attached) **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 HS
Date 6/24/25

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 HS

Date 6/24/25

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 HD
Date 6/24/25

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

EXHIBIT A – Special Provisions

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

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

1. The Grantee agrees to:
    a. The Grantee agrees to construct and undertake the approved Project, and/or purchase or recondition Equipment, in accordance with their Approved Application, which is incorporated by reference herein and a copy maintained at the State. Furthermore, the Grantee agrees to comply with all Federal, State, and local laws, rules, and regulations, which are now, or in the future may become, applicable to the Project and/or purchase or recondition.
    b. The Grantee shall not amend, revise, or change the Approved Application or Budget without the prior written consent of the Bureau.
    c. Equipment purchased or reconditioned through the Grant-In-Aid Program shall not be sold or traded by any Grantee, unless it meets the provisions specified in Administrative Rule Res 8404.04, Terms of Ownership.
    d. The State of New Hampshire shall retain an interest in the form of a lien on all equipment purchased or reconditioned through the Grant-In-Aid Program, and the State shall file a financing statement with the Secretary of State pursuant to RSA 382-A:9. Such lien shall be released by the State of New Hampshire when the Grantee has met the requirements of Administrative Rules Res 8404.04 or 8404.05.
    e. The Grantee agrees to submit to all requested inspections and audits by State officials which relate to the services and payments under this Agreement. Periodic inspections of purchased or reconditioned equipment, trail construction, trail signing, and equipment logs may be made by Bureau officials or designees at any time.
    f. Equipment purchased or reconditioned through the Grant-In-Aid Program shall be required to display (at locations designated by the Bureau) at least one (1), but not more than two (2), decals indicating that the equipment has been partially funded by this Program. Decals shall be provided by the Bureau.
    g. All equipment purchased or reconditioned through the Grant-In-Aid Program shall be kept in good mechanical condition. Grantees are required to maintain a *Maintenance Log* for each piece of equipment.
    h. All approved parking facilities shall only be signed with appropriate signs provided by the Bureau of Trails obtained through the Grant-In-Aid Program.

142. Termination

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

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

Grantee Initials HS
Date 6/24/25

143. Penalties

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

144. **Insurance**

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

17.1.2 General liability insurance against all claims of bodily injury, death, or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess.

Add new Paragraph 17.3 as follows:

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

145. **Notice**

Add the following sentence to the end of Section 19.

Any notice by the GIA Coordinator or the Trail Administrator (the parties) hereto to the other party via email is also deemed to have been duly delivered. Exceptions are when GIA rules specifically state to deliver hardcopies.

EXHIBIT B – Scope of Work

Grantee desires to construct/maintain a public snowmobile trail system and/or purchase or recondition trail maintenance equipment, in accordance with Grantee's Grant Application and approved budget. Grantee may subcontract project work under this grant, provided that reimbursement for subcontracted work shall be subject to review by the State for compliance with grant program requirements.

EXHIBIT C – Payment Terms

Method of Payment

1. The State agrees to reimburse the Grantee in accordance with RES 8408, subject to the following terms and conditions; however, should snowmobile revenues fall short of the estimated amounts, grant awards shall be reduced by the amount of the revenue shortfall. If GIA revenues are insufficient to fund Projects and/or Equipment purchases or reconditions at the percentages noted in Res 8403.02, the Bureau shall have the ability to offer partial funding to a Grantee, lower than those proportions noted in Res 8403.02, and the Grantee may determine if they wish to accept the lower grant award.

2. The maximum amount of funds available to the Grantee pursuant to this Agreement shall be $13,899.86. It is further understood and agreed that the Grantee shall only be reimbursed on the basis of actual costs incurred, and that the State's determinations of eligible and approved costs shall be final in all cases. The Grantee shall submit invoices for actual costs incurred in construction or maintenance of the approved trail; actual costs

Grantee Initials HS
Date 6/24/26

incurred in the purchase or reconditioning of equipment, along with a receipt from the vendor indicating the equipment has been delivered and paid for. Said receipt shall include the Grantee's name, the purchase or reconditioning price, the make, model, serial number, and year of manufacture of equipment, and any accessories purchased.

a. FIRST PAYMENT; upon receipt of an invoice thirty (30) days after commencement of the Project or purchase, the State agrees to pay the Grantee percentages as applicable, deemed eligible and approved.
b. SUBSEQUENT PAYMENTS: each successive thirty (30) days after the first payment, the Grantee shall submit invoices evidencing acceptable costs. If the costs are deemed eligible and approved, the State
c. agrees to pay the Grantee appropriate percentages. Said payments shall continue to be made until authorized reimbursements for the total costs of said Project and/or purchase or recondition have been made, on the condition that invoices are submitted within the Agreement period.
d. NOTWITHSTANDING anything to the contrary contained herein, it is understood and agreed that all payments of all sums by the State hereunder are contingent upon availability and continued appropriation of State funds, and, if for any reason whatsoever, such funds shall be terminated or reduced or otherwise become unavailable, the State may terminate this Agreement in whole or part immediately.

3. Any grant funds allotted but not applied for by the Grantee by the termination date of this Agreement, shall lapse and be returned to the Grant-In-Aid Program. Any remaining balances upon Project completion and/or Equipment purchase, or reconditioning shall not be used for any other purpose unless prior written permission has been received and approved by the Bureau.

Organization Name:	**Mt. Agassiz Trail Association**		
Vendor Code:	156956		
Grant #:	C&E 2025-35		
Appropriation Code:	010-035-3556-075-0590	Construction	$0
	010-035-3556-075-0590	Equipment	$13,899.86
		Total Grant Value	$13,899.86

Term of Grant

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

Grantee Initials HS
Date 6/24/25

RECEIVED

JUN 27 2025

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 – Grant-In-Aid (GIA) Program		**1.2. State Agency Address** 172 Pembroke Road Concord, NH 03301	
1.3. Grantee Name Old #4 Rod, Gun and Snowmobile Club, Inc.		**1.4. Grantee Address** **PO Box 679** **Charlestown, NH 03603**	
1.5 Grantee Phone # (603) 477-8999	**1.6. Account Number** 010-035-3556-075-0590	**1.7. Completion Date** December 31, 2025	**1.8. Grant Limitation** $7,425
1.9. Grant Officer for State Agency Taya Ferris, GIA Coordinator, Bureau of Trails		**1.10. State Agency Telephone Number** (603) 271-3337	
If Grantee is a municipality or village district: "**By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b.**"			
1.11. Grantee Signature 1 Michael A Joyce **Date:** 6-23-25		**1.12. Name & Title of Grantee Signor 1** Mike Joyce, **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: 2025.06.30 09:00:17 -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:** Nathan W. Kenison-Marvin Assistant Attorney General **Assistant Attorney General, On:** 7 / 22/2025			
1.16. Approval by Governor and Council (if applicable) **By:** Approved at G&C Meeting as Item # (see attached) **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").

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

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.

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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 MAS
Date 6-23-25

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

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1. The Grantee agrees to:
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    b. The Grantee shall not amend, revise, or change the Approved Application or Budget without the prior written consent of the Bureau.
    c. Equipment purchased or reconditioned through the Grant-In-Aid Program shall not be sold or traded by any Grantee, unless it meets the provisions specified in Administrative Rule Res 8404.04, Terms of Ownership.
    d. The State of New Hampshire shall retain an interest in the form of a lien on all equipment purchased or reconditioned through the Grant-In-Aid Program, and the State shall file a financing statement with the Secretary of State pursuant to RSA 382-A:9. Such lien shall be released by the State of New Hampshire when the Grantee has met the requirements of Administrative Rules Res 8404.04 or 8404.05.
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    g. All equipment purchased or reconditioned through the Grant-In-Aid Program shall be kept in good mechanical condition. Grantees are required to maintain a *Maintenance Log* for each piece of equipment.
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The following events shall result in the termination of the Agreement:

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

Grantee Initials MAS
Date 6-23-25

167. Penalties

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

168. **Insurance**

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

17.1.2 General liability insurance against all claims of bodily injury, death, or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess.

Add new Paragraph 17.3 as follows:

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

169. **Notice**

Add the following sentence to the end of Section 19.

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Method of Payment

1. The State agrees to reimburse the Grantee in accordance with RES 8408, subject to the following terms and conditions; however, should snowmobile revenues fall short of the estimated amounts, grant awards shall be reduced by the amount of the revenue shortfall. If GIA revenues are insufficient to fund Projects and/or Equipment purchases or reconditions at the percentages noted in Res 8403.02, the Bureau shall have the ability to offer partial funding to a Grantee, lower than those proportions noted in Res 8403.02, and the Grantee may determine if they wish to accept the lower grant award.

2. The maximum amount of funds available to the Grantee pursuant to this Agreement shall be $7,425. It is further understood and agreed that the Grantee shall only be reimbursed on the basis of actual costs incurred, and that the State's determinations of eligible and approved costs shall be final in all cases. The Grantee shall submit invoices for actual costs incurred in construction or maintenance of the approved trail; actual costs

incurred in the purchase or reconditioning of equipment, along with a receipt from the vendor indicating the equipment has been delivered and paid for. Said receipt shall include the Grantee's name, the purchase or reconditioning price, the make, model, serial number, and year of manufacture of equipment, and any accessories purchased.

a. FIRST PAYMENT; upon receipt of an invoice thirty (30) days after commencement of the Project or purchase, the State agrees to pay the Grantee percentages as applicable, deemed eligible and approved.
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c. agrees to pay the Grantee appropriate percentages. Said payments shall continue to be made until authorized reimbursements for the total costs of said Project and/or purchase or recondition have been made, on the condition that invoices are submitted within the Agreement period.
d. NOTWITHSTANDING anything to the contrary contained herein, it is understood and agreed that all payments of all sums by the State hereunder are contingent upon availability and continued appropriation of State funds, and, if for any reason whatsoever, such funds shall be terminated or reduced or otherwise become unavailable, the State may terminate this Agreement in whole or part immediately.

3. Any grant funds allotted but not applied for by the Grantee by the termination date of this Agreement, shall lapse and be returned to the Grant-In-Aid Program. Any remaining balances upon Project completion and/or Equipment purchase, or reconditioning shall not be used for any other purpose unless prior written permission has been received and approved by the Bureau.

Organization Name:	**Old #4 Rod, Gun and Snowmobile Club, Inc.**		
Vendor Code:	300641		
Grant #:	C&E 2025-42		
Appropriation Code:	010-035-3556-075-0590	Construction	$0
	010-035-3556-075-0590	Equipment	$7,425
		Total Grant Value	$7,425

Term of Grant

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

Grantee Initials MAS
Date 6-23-25

GRANT AGREEMENT

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

1. Identification and Definitions.

1.1. State Agency Name Dept. of Natural & Cultural Resources Bureau of Trails – Grant-In-Aid (GIA) Program		**1.2. State Agency Address** 172 Pembroke Road Concord, NH 03301	
1.3. Grantee Name Southern New Hampshire Snow Slickers, Inc.		**1.4. Grantee Address** **73 Tower Hill Road** **Candia, NH 03034**	
1.5 Grantee Phone # (603) 714-0561	**1.6. Account Number** 010-035-3556-075-0590	**1.7. Completion Date** December 31, 2025	**1.8. Grant Limitation** $42,382.41
1.9. Grant Officer for State Agency Taya Ferris, GIA Coordinator, Bureau of Trails		**1.10. State Agency Telephone Number** (603) 271-3337	
If Grantee is a municipality or village district: **"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."**			
1.11. Grantee Signature 1 Albert Grant **Date:** 6-27-25		**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: 2025.06.30 09:01:07 -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:** Nathan W. Kenison-Marvin Assistant Attorney General **Assistant Attorney General, On:** 7 / 22 / 2025			
1.16. Approval by Governor and Council (if applicable) **By:** Approved at G&C Meeting as Item # (see attached) **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 6-27-25

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 review or

Grantee Initials AB.
Date 6-27-25

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 AG.
Date 6-27-25

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

EXHIBIT A – Special Provisions

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

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

1. The Grantee agrees to:
    a. The Grantee agrees to construct and undertake the approved Project, and/or purchase or recondition Equipment, in accordance with their Approved Application, which is incorporated by reference herein and a copy maintained at the State. Furthermore, the Grantee agrees to comply with all Federal, State, and local laws, rules, and regulations, which are now, or in the future may become, applicable to the Project and/or purchase or recondition.
    b. The Grantee shall not amend, revise, or change the Approved Application or Budget without the prior written consent of the Bureau.
    c. Equipment purchased or reconditioned through the Grant-In-Aid Program shall not be sold or traded by any Grantee, unless it meets the provisions specified in Administrative Rule Res 8404.04, Terms of Ownership.
    d. The State of New Hampshire shall retain an interest in the form of a lien on all equipment purchased or reconditioned through the Grant-In-Aid Program, and the State shall file a financing statement with the Secretary of State pursuant to RSA 382-A:9. Such lien shall be released by the State of New Hampshire when the Grantee has met the requirements of Administrative Rules Res 8404.04 or 8404.05.
    e. The Grantee agrees to submit to all requested inspections and audits by State officials which relate to the services and payments under this Agreement. Periodic inspections of purchased or reconditioned equipment, trail construction, trail signing, and equipment logs may be made by Bureau officials or designees at any time.
    f. Equipment purchased or reconditioned through the Grant-In-Aid Program shall be required to display (at locations designated by the Bureau) at least one (1), but not more than two (2), decals indicating that the equipment has been partially funded by this Program. Decals shall be provided by the Bureau.
    g. All equipment purchased or reconditioned through the Grant-In-Aid Program shall be kept in good mechanical condition. Grantees are required to maintain a *Maintenance Log* for each piece of equipment.
    h. All approved parking facilities shall only be signed with appropriate signs provided by the Bureau of Trails obtained through the Grant-In-Aid Program.

202. Termination

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

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

Grantee Initials A.G.
Date 6-27-25

203. Penalties

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

204. **Insurance**

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

17.1.2 General liability insurance against all claims of bodily injury, death, or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess.

Add new Paragraph 17.3 as follows:

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

205. **Notice**

Add the following sentence to the end of Section 19.

Any notice by the GIA Coordinator or the Trail Administrator (the parties) hereto to the other party via email is also deemed to have been duly delivered. Exceptions are when GIA rules specifically state to deliver hardcopies.

EXHIBIT B – Scope of Work

Grantee desires to construct/maintain a public snowmobile trail system and/or purchase or recondition trail maintenance equipment, in accordance with Grantee's Grant Application and approved budget. Grantee may subcontract project work under this grant, provided that reimbursement for subcontracted work shall be subject to review by the State for compliance with grant program requirements.

EXHIBIT C – Payment Terms

Method of Payment

1. The State agrees to reimburse the Grantee in accordance with RES 8408, subject to the following terms and conditions; however, should snowmobile revenues fall short of the estimated amounts, grant awards shall be reduced by the amount of the revenue shortfall. If GIA revenues are insufficient to fund Projects and/or Equipment purchases or reconditions at the percentages noted in Res 8403.02, the Bureau shall have the ability to offer partial funding to a Grantee, lower than those proportions noted in Res 8403.02, and the Grantee may determine if they wish to accept the lower grant award.

2. The maximum amount of funds available to the Grantee pursuant to this Agreement shall be $42,382.41. It is further understood and agreed that the Grantee shall only be reimbursed on the basis of actual costs incurred, and that the State's determinations of eligible and approved costs shall be final in all cases. The Grantee shall submit invoices for actual costs incurred in construction or maintenance of the approved trail; actual costs

Grantee Initials AG
Date 6-27-25

incurred in the purchase or reconditioning of equipment, along with a receipt from the vendor indicating the equipment has been delivered and paid for. Said receipt shall include the Grantee's name, the purchase or reconditioning price, the make, model, serial number, and year of manufacture of equipment, and any accessories purchased.

a. FIRST PAYMENT; upon receipt of an invoice thirty (30) days after commencement of the Project or purchase, the State agrees to pay the Grantee percentages as applicable, deemed eligible and approved.
b. SUBSEQUENT PAYMENTS: each successive thirty (30) days after the first payment, the Grantee shall submit invoices evidencing acceptable costs. If the costs are deemed eligible and approved, the State
c. agrees to pay the Grantee appropriate percentages. Said payments shall continue to be made until authorized reimbursements for the total costs of said Project and/or purchase or recondition have been made, on the condition that invoices are submitted within the Agreement period.
d. NOTWITHSTANDING anything to the contrary contained herein, it is understood and agreed that all payments of all sums by the State hereunder are contingent upon availability and continued appropriation of State funds, and, if for any reason whatsoever, such funds shall be terminated or reduced or otherwise become unavailable, the State may terminate this Agreement in whole or part immediately.

3. Any grant funds allotted but not applied for by the Grantee by the termination date of this Agreement, shall lapse and be returned to the Grant-In-Aid Program. Any remaining balances upon Project completion and/or Equipment purchase, or reconditioning shall not be used for any other purpose unless prior written permission has been received and approved by the Bureau.

Organization Name:	**Southern New Hampshire Snow Slickers, Inc.**		
Vendor Code:	167086		
Grant #:	C&E 2025-51		
Appropriation Code:	010-035-3556-075-0590	Construction	$0
	010-035-3556-075-0590	Equipment	$42,382.41
		Total Grant Value	$42,382.41

Term of Grant

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

Grantee Initials AL.
Date 6-27-25