



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

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



48

122

June 3, 2024

His Excellency, Governor Christopher T. Sununu  
 and the Honorable Council  
 State House  
 Concord, New Hampshire 03301

**REQUESTED ACTION**

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

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

|   |                |
|---|----------------|
|   | <u>FY 2024</u> |
| 03-035-035-351510-34860000-075-500590 - Grants Subsidies and Relief | \$1,143,285.13 |

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

|   |                |
|---|----------------|
|   | <u>FY 2024</u> |
| 03-035-035-351510-34880000-075-500590 - Grants Subsidies and Relief | \$43,472.39    |

**EXPLANATION**

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

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

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

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

Respectfully submitted,

\_\_\_\_\_  
 Brian J. Wilson  
 Director

Concurred,

\_\_\_\_\_  
 Sarah L. Stewart  
 Commissioner

(15M)

| Grant #        | Grantee                                | Vendor # | Trail Construction    | Fugitive Dust Control | Grading            | Equipment          | Grant Total           |
|----------------|--|----------|-----------------------|-----------------------|--------------------|--------------------|-----------------------|
| C/G&E 2024-01  | Ammonoosuc Valley ATV Club             | 158810   | \$109,638.00          | \$6,500.00            | \$976.00           | \$0.00             | \$117,114.00          |
| C/G&E 2024-02  | Bound Tree ATV Club                    | 166285   | \$0.00                | \$0.00                | \$0.00             | \$3,600.00         | \$3,600.00            |
| C/G&E 2024-03  | Contoocook Valley ATV Riders           | 219348   | \$4,785.00            | \$3,850.00            | \$0.00             | \$0.00             | \$8,635.00            |
| C/G&E 2024-04  | Dirt Donkeys Riding Club               | 310508   | \$21,525.00           | \$0.00                | \$0.00             | \$1,609.80         | \$23,134.80           |
| C/G&E 2024-05  | Great North Woods Riders ATV Club, Inc | 159262   | \$183,427.32          | \$15,000.00           | \$0.00             |                    | \$198,427.32          |
| C/G&E 2024-06  | Lampster Trailblazers ATV Club         | 315994   | \$131,296.00          | \$0.00                | \$0.00             | \$0.00             | \$131,296.00          |
| C/G&E 2024-08  | Metallak ATV Club                      | 225952   | \$80,224.95           | \$1,890.00            | \$0.00             | \$17,490.00        | \$99,604.95           |
| C/G&E 2024-09  | Milan Trail Huggers                    | 259557   | \$143,678.92          | \$0.00                | \$0.00             | \$0.00             | \$143,678.92          |
| C/G&E 2024-10  | Millsfield ATV Club                    | 158402   | \$20,896.00           | \$0.00                | \$0.00             | \$0.00             | \$20,896.00           |
| C/G&E 2024-11  | Mount Moosilauke ATV Club              | 288524   | \$94,366.30           | \$1,820.00            | \$0.00             | \$0.00             | \$96,186.30           |
| C/G&E 2024-12  | Mt. Pisgah ATV Club                    | 286791   | \$23,963.20           | \$0.00                | \$4,005.60         | \$2,100.00         | \$30,068.80           |
| C/G&E 2024-13  | New Hampshire A.T.V. Club              | 158449   | \$5,136.20            | \$0.00                | \$0.00             | \$587.99           | \$5,724.19            |
| C/G&E 2024-14  | North Country ATV                      | 158451   | \$72,089.10           | \$3,250.00            | \$0.00             | \$0.00             | \$75,319.10           |
| C/G&E 2024-15  | Presidential OHRV Club                 | 221767   | \$86,000.00           | \$0.00                | \$5,200.00         | \$0.00             | \$91,200.00           |
| C/G&E 2024-16  | Sullivan County ATV Club, Inc.         | 159046   | \$38,238.04           | \$0.00                | \$0.00             | \$0.00             | \$38,238.04           |
| C/G&E 2024-17  | Umbagog ATV Club                       | 159288   | \$82,689.50           | \$0.00                | \$2,860.00         | \$18,084.60        | \$103,634.10          |
| <b>Totals:</b> |  |          | <b>\$1,097,933.53</b> | <b>\$32,310.00</b>    | <b>\$13,041.60</b> | <b>\$43,472.39</b> | <b>\$1,186,757.52</b> |

**Inter-Department Communication**

**DATE:** June 11, 2024

**TO:** Leanne Lavoie, Administrative Operations Supervisor  
Office of Administration  
Department of Natural and Cultural Resources ("DNCR")

**FROM:** Sheri Phillips, Assistant Attorney General  
Client Counseling Unit, Civil Bureau  
Department of Justice ("DOJ")

**REGARDING:** Grant-In-Aid Agreements Between DNCR and Non-profit OHRV Clubs

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The Office of the Attorney General has reviewed the sample Grant-In-Aid Agreement provided in connection with the above-referenced matter and approves that agreement as to form and substance only. Once the sample Grant-In-Aid agreement is approved by the Governor and Council for the entities identified in the following two Grants Subsidies and Relief accounts: 1) 03-035-035-351510-34860000-075-500590; and 2) 03-035-035-351510-34880000-075-500590, the DOJ will review each individual agreement as to execution.

  
\_\_\_\_\_  
Sheri L. Phillips

GRANT AGREEMENT

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

1. Identification and Definitions.

|  |  |  |   |
|--|--|--|---|
| <b>1.1. State Agency Name</b><br>Dept. of Natural & Cultural Resources<br>Bureau of Trails – Grant-In-Aid (GIA) Program  |  | <b>1.2. State Agency Address</b><br>172 Pembroke Road<br>Concord, NH 03301         |   |
| <b>1.3. Grantee Name</b><br>«Org»  |  | <b>1.4. Grantee Address</b><br>«Street»<br>«Town»                                  |   |
| <b>1.5 Grantee Phone #</b><br>«TAPhone»  | <b>1.6. Account Number</b><br>010-035-3486-075-0590<br>010-035-3488-075-0590 | <b>1.7. Completion Date</b><br>May 31, 2025  | <b>1.8. Grant Limitation</b><br>«Grant_Total» |
| <b>1.9. Grant Officer for State Agency</b>   |  | <b>1.10. State Agency Telephone Number</b><br>(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." |  |  |   |
| <b>1.11. Grantee Signature 1</b>   |  | <b>1.12. Name &amp; Title of Grantee Signor 1</b><br>«TAName», Trail Administrator |   |
| Grantee Signature 2<br>N/A   |  | Name & Title of Grantee Signor 2<br>N/A  |   |
| Grantee Signature 3<br>N/A   |  | Name & Title of Grantee Signor 3<br>N/A  |   |
| <b>1.13 State Agency Signature(s)</b>  |  | <b>1.14. Name &amp; Title of State Agency Signor(s)</b>                            |   |
| <b>1.15. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b>   |  |  |   |
| By: _____  |  | Assistant Attorney General, On:    /    /  |   |
| <b>1.16. Approval by Governor and Council (if applicable)</b>  |  |  |   |
| By: Approved at G&C Meeting as Item # _____  |  | On:    /    /  |   |

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

Grantee Initials \_\_\_\_\_  
Date \_\_\_\_\_

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

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

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

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

5. **GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.**

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

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

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

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

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

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

7. **RECORDS and ACCOUNTS.**

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

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

8. **PERSONNEL.**

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

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

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

9. **DATA: RETENTION OF DATA: ACCESS.**

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

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

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

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

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

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

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

11. **EVENT OF DEFAULT; REMEDIES.**

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

11.1.1 Failure to perform the Project satisfactorily, or on schedule; or

11.1.2 Failure to submit any report required hereunder; or

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

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

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

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

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

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

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

12. **TERMINATION.**

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

12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

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

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

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

Grantee Initials \_\_\_\_\_  
Date \_\_\_\_\_

- 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 subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
  16. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
  17. **INSURANCE.**
  - 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
    - 17.1.1 Statutory workers' compensation and employee's liability insurance for all employees engaged in the performance of the Project, and
    - 17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
  - 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
  18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
  19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
  20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
  21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
  22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
  23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
  24. **SPECIAL PROVISIONS.** The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

SAMPLE

Grantee Initials \_\_\_\_\_  
Date \_\_\_\_\_

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

G-1 EXHIBIT A – Special Provisions

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

1. The Grantee agrees to:

- a. The Grantee agrees to construct and undertake the approved Project, and/or purchase or recondition Equipment, in accordance with their Approved Application, which is incorporated by reference herein and a copy maintained at the State. Furthermore, the Grantee agrees to comply with all Federal, State, and local laws, rules, and regulations, which are now, or in the future may become, applicable to the Project and/or purchase or recondition.
  - b. The Grantee shall not amend, revise, or change the Approved Application or Budget without the prior written consent of the Bureau.
2. 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.
  3. 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.
  4. The Grantee agrees to submit to all requested inspections and audits by State officials which relate to the services and payments under this Agreement. Periodic inspections of purchased or reconditioned equipment, trail construction, grading work, trail signing, and grading logs may be made by Bureau officials or designees at any time.
  5. 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.
  6. 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.
  7. **OPERATIONAL ODOMETER OR HOUR METERS ARE REQUIRED** on Class 1 and 2 machines.
  8. **OPERATIONAL HOUR METERS ARE REQUIRED** on Class 3 and 4 machines.
  9. Grading Reimbursement Requests for the preceding month's activities, with appropriate *Grading Logs* attached, must arrive in the Bureau of Trails office **by the 10<sup>th</sup> of the month** for processing.
  10. All approved parking facilities shall only be signed with appropriate signs provided by the Bureau of Trails obtained through the Grant-In-Aid Program.

**11. 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 \_\_\_\_\_  
Date \_\_\_\_\_

## 12. 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.

## 13. Indemnification

Add the following sentence to the end of Section 16.

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

## 14. Insurance

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

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

Add new Paragraph 17.3 as follows:

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

### G-1 EXHIBIT B – Scope of Work

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

### G-1 EXHIBIT C – Payment Terms

## Method of Payment

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



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

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

|                            |                       |                          |                          |
|----------------------------|-----------------------|--------------------------|--------------------------|
| <b>Organization Name:</b>  | «Org»                 |                          |                          |
| <b>Vendor Code:</b>        | «Vendor»              |                          |                          |
| <b>Grant #:</b>            | «Grant»               |                          |                          |
| <b>Appropriation Code:</b> | 010-035-3486-075-0590 | Trail Construction       | «Trail Construction»     |
|                            | 010-035-3486-075-0590 | Fugitive Dust Controls   | «Fugitive Dust Controls» |
|                            | 010-035-3486-075-0590 | Grading Equipment        | «Grading»                |
|                            | 010-035-3488-075-0590 |                          | «Equipment»              |
|                            |                       | <b>Total Grant Value</b> | <b>«Grant_Total»</b>     |

**Term of Grant**

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

Grantee Initials \_\_\_\_\_  
Date \_\_\_\_\_

| 2024 OHRV GIA AWARDS SUMMARY |                            |   |   |                           |   |   |                                       |  |                    |
|------------------------------|----------------------------|---|---|---------------------------|---|---|---------------------------------------|--|--------------------|
| GRANT #                      | OHRV CLUB                  | GRANT AMOUNT AWARDED FOR TRAIL PROJECTS | PROJECT DESCRIPTION   | WINTER DAMAGE GRANT AWARD | GRANT AMOUNT AWARDED FOR CLUB EQUIPMENT | EQUIPMENT DESCRIPTION   | GRANT AMOUNT AWARDED FOR CLUB GRADING | GRANT AMOUNT AWARDED FOR FUGITIVE DUST CONTROL | TOTAL GRANT AMOUNT |
| C&E 2024-01                  | Ammonoosuc Valley ATV Club | \$89,390.00                             | Spread approximately 3 miles of ledge pack to provide safer trail surface for all users as needed along various areas of Ammonoosuc Trail in Lisbon, Landaff, Bath, Littleton, Woodsville. Funds: 5/8 ledge pack 2,554 * \$35   | \$10,000.00               | \$0.00                                  |   | \$976.00                              | \$6,500.00                                     | \$117,114.00       |
|                              |                            | \$5,250.00                              | Spread about 150 yards of material on Moulton Mountain Trail in Haverhill to make a ramp/transition from an open town road to new trail. Landowner/club will spread and contour. Funds: various size ledge pack 159 *\$35   |                           |   |   |                                       |  |                    |
|                              |                            | \$4,998.00                              | Club will purchase 142.80 yards of gravel to fill washouts and provide a better base on main loop through Hammerland Main Trail in Littleton. Hammerdown Construction to donate equipment and labor. Funds: 1/2 Hard pack gravel.   |                           |   |   |                                       |  |                    |
| C&E 2024-02                  | Bound Tree ATV Club        | \$0.00                                  |   | \$0.00                    | \$3,600.00                              | Mini white 1996 Suzuki Carry Truck 650 cc, odometer 75,282 m, manual transmission, hydraulic dump bed from Japan, same size as a UTV. | \$0.00                                | \$0.00   | \$3,600.00         |
| C&E 2024-03                  | Contoocook Valley ATV      | \$2,505.00                              | Brown's Way class VI road in Henniker condition of road deteriorating. Yearly complaints and potential push by residents to close road to ATV/UTV travel. Gravel maintenance for 600', no environmental impacts. Funds: 1-1/2" crushed gravel (3) and 1-1/2" crushed stone (3).   | \$0.00                    | \$0.00                                  |   | \$0.00                                | \$3,850.00                                     | \$8,635.00         |
|                              |                            | \$1,140.00                              | Colby Hill Road, Trail #4 is a class V & VI road that allows ATV/UTV travel. Yearly complaints from residents as to condition of the road. Likelihood that residents will push to have closed to ATV/UTV if not maintained. Gravel maintenance for about 300', no environmental impact. Funds: 1-1/2" crushed gravel (3).   |                           |   |   |                                       |  |                    |
|                              |                            | \$380.00                                | Yearly maintenance of gravel requested by Henniker Road Agent to prevent damage. About 20' between dirt section of Chase Brook Trail #14 and pavement from Flanders Road in vicinity of Craney Hill Road. No environmental impact. Funds: (1) 1-1/2" crushed gravel.  |                           |   |   |                                       |  |                    |
|                              |                            | \$380.00                                | Yearly maintenance of gravel requested by Henniker Road agent to prevent damage and keep roads open to ATV/UTV traffic. About 20' dirt section of Chase Brook Trail #14 & pavement on/off Quaker Street in vicinity of Gulf Road, Patterson Hill and Bear Hill. Funds: (1) 1-1/2" crushed gravel.   |                           |   |   |                                       |  |                    |
|                              |                            | \$380.00                                | Yearly maintenance of gravel requested by Henniker Road agent to prevent damage and keep open to ATV/UTV traffic. About 20' in the area that enters/exits between dirt section of HCS Trail #7 and pavement on/off from Davidson Rd in vicinity of the Mobil. Funds: (1) 1-1/2" crushed gravel.   |                           |   |   |                                       |  |                    |
| C&E 2024-04                  | Dirt Donkeys Riding Club   | \$19,025.00                             | Project consists of building a bridge (8'W x abt 40'L) spanning a intermittent creek to eliminate OHRVS from riding through creek. Trail has run through creek for years and the stream rises 2-4' at times in Spring and Fall. It is a runoff/redirection from a beaver dam that creates this water flow at times. Using cement blocks on each side and span it with steel beams and deck over planks. This bridge will also allow for a groomer for winter use with hopes to open trails to snowmobile clubs this season. NHDES permit being obtained. Funds: monthly off road dumper, (5) 3" stone, (3) bank run, lumber, hardware, 3 steel beams. | \$2,500.00                | \$1,609.80                              | New ATV off road dump trailer, 8' long and 5' wide w/hydraulic lift, carries 1-2 yards, can be pulled by ATC or excavator.            | \$0.00                                | \$0.00   | \$23,134.80        |

2024 OHRV GIA AWARDS SUMMARY

| GRANT #     | OHRV CLUB  | GRANT AMOUNT AWARDED FOR TRAIL PROJECTS | PROJECT DESCRIPTION   | WINTER DAMAGE GRANT AWARD | GRANT AMOUNT AWARDED FOR CLUB EQUIPMENT | EQUIPMENT DESCRIPTION | GRANT AMOUNT AWARDED FOR CLUB GRADING | GRANT AMOUNT AWARDED FOR FUGITIVE DUST CONTROL | TOTAL GRANT AMOUNT |
|-------------|--|---|---|---------------------------|---|-----------------------|---------------------------------------|--|--------------------|
| C&E 2024-05 | Great North Woods Riders ATV Club, Inc.  | \$10,000.00                             | Since 2019 the club has provided funds to Town of Pittsburg to assist in maintenance of 18.18 miles of gravel roads used by ATVs. Project is to support ongoing relationship w/town. Funds: gravel  | \$10,000.00               | \$0.00                                  |                       | \$0.00                                | \$15,000                                       | \$198,427.32       |
|             |  | \$11,976.00                             | Trail repair of abt 1 mile along Robinson Family Trail in Pittsburg. Project is to clean ditches & existing culverts, rebuild trail, filling in ruts & reshaping to shed water into ditches and create a smooth trail surface to prevent additional damage to the trail and minimize environmental impacts of erosion. Funds: Volvo 160E Excavator w/hydraulic thumb, dump truck and lowbed.  |                           |   |                       |                                       |  |                    |
|             |  | \$8,040.00                              | Repair abt .7 miles of Buck Rub Trail in Pittsburg. Project is to clean ditches & existing culverts, rebuild trail, filling in ruts & reshaping to shed water into ditches and create a smooth trail surface to prevent additional damage to the trail and minimize environmental impacts of erosion. Funds: Volvo 160E excavator w/hydraulic thumb, dump truck and lowbed.   |                           |   |                       |                                       |  |                    |
|             |  | \$3,378.26                              | Replace two existing old steel culverts 912x20) with new 18 x 25 plastic culverts on upper Farr Road in Pittsburg. Funds: Volvo 160E excavator w/hydraulic thumb, pickup and trailer, dump truck and lowbed, bank gravel, two culverts.   |                           |   |                       |                                       |  |                    |
|             |  | \$12,103.06                             | Summer 2023 flooding caused several existing cross -drain culverts (12 x 30), (15 x 30) (36 x 30) along 1/2 mile section of George's Trail in Pittsburg to fail. Plan is to add 8 more cross drain culverts in area and repair impacted section. Funds: Volvo 160E excavator w/ hydraulic thumb, dump truck and lowbed, pickup and trailer, (3) 18 x 30 plastic culverts, (4) 24 x 30 plastic culverts, (1) 36 x 30 plastic culvert             |                           |   |                       |                                       |  |                    |
|             |  | \$22,680.00                             | 1.7 mile Hardscrabble Trail in Pittsburg is closed due to washouts especially on Cowen side. Fill will be excavated on site from any location alongside trail. Funds: Volvo 160E excavator w/hydraulic thumb, dump truck and lowbed.  |                           |   |                       |                                       |  |                    |
|             |  | \$2,600.00                              | Contractor to be hired after ATV season prior to snowmobile season to grade Shatney Mtn Trail and Cloutier's Path in Pittsburg ( Abt 3 miles). Funds: Komatsu Tandem Grader   |                           |   |                       |                                       |  |                    |
|             |  | \$2,250.00                              | Landowners along Glenwood Drive (.85 mile) have requested assistance form club in maintaining the road by providing 10 loads of bank-run gravel which landowners will spread. Funds: 10 lds bank run gravel   |                           |   |                       |                                       |  |                    |
|             |  | \$2,000.00                              | Landowners along 1.0 mile of Cardinal Drive in Pittsburg are requesting 10 loads of gravel to spread and maintain trail. Funds: 10 lds of bank run gravel   |                           |   |                       |                                       |  |                    |
|             |  | \$30,600.00                             | Rebuild abt 2.3 miles of Shatney Mountain West Loop in Pittsburg. Plan includes re-ditching and repairs, fill ruts and washouts due to years of ATV use since last maintained in 2009. Funds: Volvo 160E excavator w/hydraulic thumb, dump truck and lowbed.  |                           |   |                       |                                       |  |                    |
|             |  | \$21,360.00                             | Rebuild 1.6 miles of Shatney Mountain East Loop in Pittsburg. Re-ditch, repair trail which is rutted and washed out due to years of ATV traffic since repaired in 2016. Funds: Volvo 160E excavator w/hydraulic thumb, dump truck and lowbed.   |                           |   |                       |                                       |  |                    |
|             |  | \$20,040.00                             | Rebuild 1.5 miles of Black Bear Trail in Pittsburg. Re-ditch, repair rutted and washed out areas due to several years of ATV use since last repaired in 2012/2013. Funds: Volvo 160E excavator w/hydraulic thumb, dump truck and lowbed.  |                           |   |                       |                                       |  |                    |
| \$26,400.00 | Rebuild abt 3 miles of White Wolf Trail in Pittsburg. Re-ditch, repair rutted and washed out areas due to several years of ATV use since last repaired in 2014/2018. Funds: Volvo 160E excavator w/hydraulic thumb, dump truck and lowbed. |   |   |                           |   |                       |                                       |  |                    |
| C&E 2024-06 | Lempsters Trailblazers ATV Club  | \$91,952.00                             | A section approximately 4,600' of Gee Road in Lempster has become impassible due to erosion caused by 2023 heavy spring and summer rains. The passible section will end up "dead end" if not repaired. Project consists of stone brought in to stabilize washed out areas and prevent further erosion. Sides of trail will be cut down and 8 water bars constructed to assist with water drainage. Funds: excavator, skid steer, 3' stone.      | \$10,000.00               | \$0.00                                  |                       | \$0.00                                | \$0.00   | \$131,296.00       |
|             |  | \$29,344.00                             | About 5100' of Kempton Rd Trail in Lempster is impassible and needs to be repaired due to heavy rains form 2023 spring and summer. The passible section will be "dead ends" if not repaired. 2500' needs to have sides cut down to allow drainage and 5 water bars installed. Stone will be brought in and spread with skid steer to stabilize washed out areas and prevent further erosion. Funds: excavator, bulldozer, skid steer, 3' stone. |                           |   |                       |                                       |  |                    |

| 2024 OHRV GIA AWARDS SUMMARY |                     |   |  |                           |   |  |                                       |  |                    |
|------------------------------|---------------------|---|--|---------------------------|---|--|---------------------------------------|--|--------------------|
| GRANT #                      | OHRV CLUB           | GRANT AMOUNT AWARDED FOR TRAIL PROJECTS | PROJECT DESCRIPTION  | WINTER DAMAGE GRANT AWARD | GRANT AMOUNT AWARDED FOR CLUB EQUIPMENT | EQUIPMENT DESCRIPTION  | GRANT AMOUNT AWARDED FOR CLUB GRADING | GRANT AMOUNT AWARDED FOR FUGITIVE DUST CONTROL | TOTAL GRANT AMOUNT |
| C&E 2024-07                  | Metallak ATV Club   | \$24,740.00                             | About 1/2 mile of a rough section of high traffic Sugar Hill corridor in Dixville is in need of materials to help keep this rugged ledge safe for novice drivers. Gravel will also aid in water control by crowning existing trail bed. Funds: Volvo excavator w 1 1/2 yard bucket, tracked skid steer, tracked dump truck, 6" minus gravel.   | \$2,800.00                | \$17,490.00                             | New 2023 Can-Am Defender XT HD10, cab enclosure kit, headache tool rack, upgraded tires, wiper kit |                                       | \$1,890  | \$99,604.95        |
|                              |                     | \$7,300.00                              | Diamond Peaks Trails south is a major corridor trail that connects Stratford and Millsfield from the south to Pittsburg in the north and approximately 1 1/4 mile of trail will be refurbished w/ excavator to repair holes, protruding rocks and ditch lines. Material on one hilly section to build up the trail bed and cover rocky ledge. Funds: mini excavator with blade and ditching bucket, John Deere 160 excavator w/ 1yd bucket, (10) loads 1 1/2 crushed gravel.   |                           |   |  |                                       |  |                    |
|                              |                     | \$14,300.00                             | Diamond Peaks North trail in Colebrook is very difficult to groom in winter and rough travel for OHRV riders. Large excavator will be used for about 30 hours to flatten a ledge hill area and repair ditches while the mini excavator will be used in the tighter sections to repair ditches and spread gravel. Funds: Mini excavator XCMG55u w/blade and ditch bucket, 30 loads 1 1/2 crush gravel.  |                           |   |  |                                       |  |                    |
|                              |                     | \$4,000.00                              | About one mile along connector trail Sims Stream in Columbia will involve an excavator to remove rocks, smooth trail bed, repair ditches. Trail will remain open while work is done. Funds: John Deere 160 excavator w/yard bucket.  |                           |   |  |                                       |  |                    |
|                              |                     | \$8,250.00                              | This project is a cost share between club and town. The work will be done by the road agent to repair class VI Heath Rd in Stewartstown that is badly worn from a lot of OHRV traffic. 30 loads of 1 1/2 crush gravel to supplement the towns donation of equipment to spread and fix existing ditch issues. Funds: 30 lds 1 1/2 crushed gravel.   |                           |   |  |                                       |  |                    |
|                              |                     | \$4,800.00                              | Project will cover about 2 miles of Kelsea Notch trail in Columbia. This is a major corridor trail to link southern and northern areas. An excavator will be used w/ a bronto head to widen and clear brush that is becoming a safety and visibility issue. Funds: Komatsu 160 excavator w/bronto head.  |                           |   |  |                                       |  |                    |
|                              |                     | \$6,000.00                              | Maintenance on class VI Bungy Rd, Sims Stream trail in Columbia is being requested by town selectboard due to excess OHRV travel. Gravel will be spread along hilly section and recrown to prevent further erosion. Funds: D5 dozer, 20 lds 1 1/2" crush gravel.   |                           |   |  |                                       |  |                    |
|                              |                     | \$4,034.95                              | Landowner has requested repairs about 1/4 mile along South Hill trail in Colebrook due to OHRV traffic wear and tear. A broken cement culvert will be replaced w/ plastic 15" x 20" culvert, mini excavator will spread gravel on a hill that has severe erosion and is a safety concern, trail smoothed. Funds: mini excavator w/blade, 10 lds 1 1/2" crush gravel, 1 plastic 15" x 20" culvert.  |                           |   |  |                                       |  |                    |
|                              |                     | \$4,000.00                              | Project along 1 1/4 mile of Brooks Woods trail in Stewartstown consists of leveling, repair ditches, and smooth. This trail was built 3 years ago and is now in need of maintenance. Funds: John Deere 160 w/ 1 yd bucket.   |                           |   |  |                                       |  |                    |
| C&E 2024-08                  | Milan Trail Huggers | \$93,674.90                             | Success Trail & Corridor A-1, Success to rebuild by removing rocks, widening trail from 12' to 15', install ditching as needed and apply clay gravel. Hay bales placed to slow water flow and grass seed spread. GIA Funds: 263 14yd/load clay/gravel, 6 50lb bags seed, 50 hay bales, 2 geotextile fabric.  | \$10,000.00               | \$0.00                                  |  | \$0.00                                | \$143,678.92                                   |                    |
|                              |                     | \$40,004.02                             | Part 2 of Success Trail Maintenance plan includes installing steel gate, transport abutment blocks from Coleman Concrete to 20' bridge rebuild location, transport steel beams from Success Pond Road to 20' bridge rebuild location, set in place. Transport abutment blocks from Coleman Concrete to 18' bridge rebuild location, transport steel beams from South Fork Road to 18' bridge rebuild location, set blocks and beams in place. Install 8 new 15" x 20" HDPE culverts, install 1 new 15" x 24" HDPE culvert. Unblock upstream end of 3 15" x 20" existing culverts. Funds: 63 hours of excavator rental, lumber, hardware, abutment blocks, culverts, 2 steel bridges. |                           |   |  |                                       |  |                    |
| C&E 2024-09                  | Millsfield ATV Club | \$12,064.00                             | Project is to reditch and crown as needed Newell Brook Road starting from Mt. Patience drainage going south abt 1 mile in Millsfield. Funds: 320 excavator, 2 15"x30" plastic culverts.  | \$0.00                    | \$0.00                                  |  | \$0.00                                | \$20,896.00                                    |                    |
|                              |                     | \$8,832.00                              | Hill abt .3 of a mile on Rock Pond Rd in Millsfield is washed out and needs to be reditched, crowned and culvert installed. (15" x 30" plastic culvert) Funds: excavator, 15" x 30" plastic culvert.   |                           |   |  |                                       |  |                    |

2024 OHRV GIA AWARDS SUMMARY

| GRANT #     | OHRV CLUB                 | GRANT AMOUNT AWARDED FOR TRAIL PROJECTS | PROJECT DESCRIPTION   | WINTER DAMAGE GRANT AWARD | GRANT AMOUNT AWARDED FOR CLUB EQUIPMENT | EQUIPMENT DESCRIPTION | GRANT AMOUNT AWARDED FOR CLUB GRADING | GRANT AMOUNT AWARDED FOR FUGITIVE DUST CONTROL | TOTAL GRANT AMOUNT |
|-------------|---------------------------|---|---|---------------------------|---|-----------------------|---------------------------------------|--|--------------------|
| C&E 2024-10 | Mount Moosilauke ATV Club | \$26,787.00                             | Per landowner request to yearly maintain the condition of the 1.8 miles of Torrient Trail in Warren from last years rain which caused erosion and runoff issues. Flat sections have loamy mud with large boulders and rocks breaking through. This project and P8 will make this trail One Way to reduce the chance of accidents and collisions. Project consists of build base back up with 5" dense ledge pack to help control runoff and mitigate erosion. Lower section of Torrient Express requires a 15 x 20 foot culvert to eliminate further erosion and allow materials to be brought further up the trail. Funds: skid steer, excavator, (500) 5" inch dense grade, (2000) ledge pack, (1) 15" x 20" HPDE culvert.  | \$10,000.00               | \$0.00                                  |                       | \$0.00                                | \$1,820.00                                     | \$96,186.30        |
|             |                           | \$18,046.60                             | Yearly maintenance per owner request. 3.4 miles of Dans Land in Warren requires materials to build up sections so water runs off trails where areas are prone to water retention. 5 inch dense pack provides a very durable base to help control runoff and erosion. There is a Class VI road at the top that has two plugged culverts where attempts to clear have failed. Culverts need to be replaced with larger ones and ditch lines cleared. Requires two 15" x 20" HPDe culverts and 1.5" gravel material to culvert install locations and grade. Funds: excavator, skid steer, (400) 5" dense grade, (60), 1-1/2" gravel, (2), 15" x 20" HDPE culverts.   |                           |   |                       |                                       |  |                    |
|             |                           | \$6,555.50                              | Project consists of maintenance to mitigate water ponding in one of two parking areas for the club. Parking lot requires yearly grading. Driveway to storage shed across from parking lot is at the end of a private airport. Landowner requests to harden section that crosses airfield due to rutting caused by accessing storage shed. Funds: Excavator, skid steer, tractor, (60) ledge pack, (90) 1-1/2" gravel.   |                           |   |                       |                                       |  |                    |
|             |                           | \$8,342.75                              | Project consists of preserving club's prior investments to maintain our main trail Rail Bed in Wentworth & Warren by grading areas around gates, at crossings, & on trail as needed to establish the crown to minimize erosion. Several ditch lines need to be cleared on northern end of trail. Install a new 10 x15' HPDE culvert north of an old box culvert that can not be disturbed on Gould Hill Road to allow for proper water flow. Funds: excavator, tractor, skid steer, (75) 1 1/2" gravel, (1) 14" x 20' HDPE culvert.   |                           |   |                       |                                       |  |                    |
|             |                           | \$4,614.00                              | Landowners along Vern's Way from top of Dans Land to look out area on John Kinds' land abt 2.5 miles in Warren request yearly maintenance on water bars and installed culverts. Due to steep locations along trail, maintenance on water bars is necessary because OHRV traffic and water erosion down trail causes loss of materials. Lower section from top of Dans Land and up the trail requires 5" dense grade. Funds: excavator, (90) 5" minus dense grade.   |                           |   |                       |                                       |  |                    |
|             |                           | \$5,640.00                              | Shivans Way in Wentworth & Warren is currently a one way trail. A new landowner is requesting a portion on his land (abt last 200' of trail) to be widened to accommodate two way traffic. This will allow the landowner to access his property without going through the entire trail. Remainder of trail will be one way. Section at junction requires materials to rebuild and harden as last years rain created large water and mud area. Funds: excavator, skid steer, (120) 5" minus dense grade.   |                           |   |                       |                                       |  |                    |
|             |                           | \$6,440.00                              | Project consists of yearly maintenance of water bars, clearing ditch lines and culvert clean out along loop trail in Warren. Few locations in mid section of trail requires materials to be brought in for better drainage. Funds: excavator, skid steer, (120) 5" minus dense grade.   |                           |   |                       |                                       |  |                    |
|             |                           | \$7,074.45                              | GIA project #8. Request to open a new trail abt 1.6 miles at the top of Torrient Express by cell tower in Warren. Torrient Express has two way traffic from Tom's way back to the corridor and is an easy way down from one of 3 viewpoints on trail system that is very short and steep in sections. Riders of all abilities should be able to access these viewpoints and two way traffic w/ steep sections prohibits this. A new trail would reroute a portion of Tom's Way and bring the trail back to intersection w/Tony's Way & Torrient express. This will allow an easier decent for riders and establish all trails in area as a one way to reduce chance of accidents and collisions. Funds: Excavation, skid steer, (75) 5" dense grade, (45) ledge pack. |                           |   |                       |                                       |  |                    |

| 2024 OHRV GIA AWARDS SUMMARY |                           |   |  |                           |   |  |                                       |  |                    |
|------------------------------|---------------------------|---|--|---------------------------|---|--|---------------------------------------|--|--------------------|
| GRANT #                      | OHRV CLUB                 | GRANT AMOUNT AWARDED FOR TRAIL PROJECTS | PROJECT DESCRIPTION  | WINTER DAMAGE GRANT AWARD | GRANT AMOUNT AWARDED FOR CLUB EQUIPMENT | EQUIPMENT DESCRIPTION  | GRANT AMOUNT AWARDED FOR CLUB GRADING | GRANT AMOUNT AWARDED FOR FUGITIVE DUST CONTROL | TOTAL GRANT AMOUNT |
|                              |                           | \$866.00                                | GIA Project #9. Per landowner request to yearly maintain the condition of the 1.8 miles of Torriest Trail in Warren from last years rain whi+B16nse ledge pack to help control runoff and mitigate erosion. Lower section of Torriest Express requires a 15 x 20 foot culvert to eliminate further erosion and allow materials to be brought further up the trail. Funds: skid steer, excavator, (500) 5" inch dense grade, (2000) ledge pack, (1) 15" x 20" HPDE culvert. |                           |   |  |                                       |  |                    |
| C&E 2024-11                  | Mt. Pisgah ATV Club       | \$828.00                                | Taryn Lane Parking Lot in Hinsdale needs 2 loads gravel to prevent vehicles getting stuck. Funds: 2 loads 20yds each gravel.   | \$10,000.00               | \$2,100.00                              | Used 2003 Century 2028 28hp w/2864 hrs #CA5130010 , front weights & front bucket | \$4,005.60                            | \$0.00   | \$30,068.80        |
|                              |                           | \$6,840.00                              | Gravel needed to fill in washouts for South Link and Bottom of Reservoir Trail in Pisgah SP, Winchester. Connects Broad Brook trail to Reservoir trail. Funds: gravel.   |                           |   |  |                                       |  |                    |
|                              |                           | \$6,295.20                              | Reconstruction of Hinsdale Trail (3.2 miles) to edge of Pisgah State Park to access connector to trail system. Project includes resurfacing w/gravel, 3 bridges (2) 16' x 8'W, (1) 18' x 8'W, and 5 culverts (15 x 20) . Funds: Kubota excavator, 1 ton dump truck, 1 1/2" natural stone, 3/4 crushed gravel, PT lumber, (3) 15 x 20 PVC culverts, grass seed.   |                           |   |  |                                       |  |                    |
| C&E 2024-12                  | New Hampshire A.T.V. Club | \$1,300.00                              | Place 6 large boulders (30" - 36") abt 200 ft south from South Rd entrance on Rockingham Trail in Fremont to prevent riders from trying to avoid flooded areas and around trail through neighborhood. Funds: Trucking, excavator, (6) 30" to 36" boulders.   | \$0.00                    | \$587.99                                | Warn 103255 Winch  | \$0.00                                | \$0.00   | \$5,724.19         |
|                              |                           | \$640.40                                | Contractor for 16 cubic yards of 3/4" crushed gravel at Warner Hill entrance in Derry. Ponding in low parking areas. Funds: road grader, 3/4" crushed gravel.  |                           |   |  |                                       |  |                    |
|                              |                           | \$640.40                                | Contractor for 16 cubic yards of 3/4" crushed gravel at Island Pond Rd Parking area in Derry due to ponding in low parking areas. Funds: road grader, 3/4" crushed gravel.   |                           |   |  |                                       |  |                    |
|                              |                           | \$640.40                                | Contractor for 16 cubic yards of 3/4" crushed gravel at Fremont parking lot near picnic table area to help with ponding. Funds: road grader, 3/4" crushed gravel.  |                           |   |  |                                       |  |                    |
|                              |                           | \$1,274.60                              | Contractor for 34 cubic yards of 3/4" crushed gravel east of the tunnel at Rt 121 on Rockingham Trail in Hampstead to cover thin area. Funds: road grader, 3/4" crushed gravel.  |                           |   |  |                                       |  |                    |
|                              |                           | \$640.40                                | Contractor for 16 cubic yards of 3/4" crushed gravel section of Rockingham Trail in Sandown Rt 121A near train car from end of pavement to 100 ft or more. Funds: road grader, 3/4" crushed gravel.  |                           |   |  |                                       |  |                    |

2024 OHRV GIA AWARDS SUMMARY

| GRANT #     | OHRV CLUB         | GRANT AMOUNT AWARDED FOR TRAIL PROJECTS | PROJECT DESCRIPTION   | WINTER DAMAGE GRANT AWARD | GRANT AMOUNT AWARDED FOR CLUB EQUIPMENT | EQUIPMENT DESCRIPTION | GRANT AMOUNT AWARDED FOR CLUB GRADING | GRANT AMOUNT AWARDED FOR FUGITIVE DUST CONTROL | TOTAL GRANT AMOUNT |
|-------------|-------------------|---|---|---------------------------|---|-----------------------|---------------------------------------|--|--------------------|
| C&E 2024-13 | North Country ATV | \$15,574.80                             | Repairs on abt 2.4 miles along Marquis Trail in Stratford has been requested per landowner. Heavy storms in 2023 washouts caused severe trenches and large rocks are exposed. Ditches restored and undersized, damaged culverts replaced with 15" x 20' plastic culverts, gravel hauled in w/tracked dumper, gravel graded to form proper crown to aid in water flow. New posts for signage. Funds: excavator, bulldozer, tracked dumper, 3" minus gravel, 4x4x10 PT posts, 3- plastic culverts.  | \$10,000.00               | \$0.00                                  |                       | \$0.00                                | \$3,250.00                                     | \$75,319.10        |
|             |                   | \$20,669.70                             | Landowner request to repair about 2 miles along Charlie's Trial in Stratford due to washouts leaving areas of exposed ledge and large rocks, wide trenches, recrowning and graveled. New posts installed for signage. Funds: excavator, bulldozer, 3" minus gravel, 4x4x10 posts.   |                           |   |                       |                                       |  |                    |
|             |                   | \$16,174.80                             | About 1 mile of main corridor section of this multi recreational trail along Adair Trail in Stratford is in desperate need of repair to get back trail surface and proper drainage. GIA was denied in 2023 and landowner has requested since 2022. Project includes reestablishing and cleaning out of ditch lines, areas of pooling to be removed, replace lost gravel due to washouts, eroded areas have exposed sharp rocks to be removed or covered, 3 undersized and damaged culverts to be replaced w 15" x20' plastic ones. Water bars repaired. Washed out signage posts installed w/gravel in multiple areas, grading and crowning. Funds: excavator, bulldozer, tracked dumper, 3" minus gravel, 4x4x10 posts, 3- 15" x 20' plastic culverts. |                           |   |                       |                                       |  |                    |
|             |                   | \$9,649.80                              | About .3 miles of Bear Bait Picnic Area in Stratford with open highly sought destination at top needs repairs due to heavy rainfall. Steep trail created large washed out ditches in the center, erode areas have large sharp rocs, need to be removed or covered. Reestablish and clean out ditch lines, gravel replaced, grading and crowning of road to allow water flow, install new posts at base of trail. Funds: excavator, bulldozer, grader, 3" minus gravel, 4x4x10 posts.  |                           |   |                       |                                       |  |                    |

| 2024 OHRV GIA AWARDS SUMMARY |                          |   |  |                           |   |   |                                       |  |                    |
|------------------------------|--------------------------|---|--|---------------------------|---|---|---------------------------------------|--|--------------------|
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| C&E 2024-14                  | Presidential OHRV Club   | \$18,600.00                             | Safety issue on abt 5 miles along Rail Trail in Gorham from winter rain damage. Project consists of trail repair work; water bars, cleaning out ditches, gravel, install (3) 18" x 20' plastic culverts. Funds: Abt 20 hrs. excavator, (3) 18" x 20' culverts, 50yds gravel.   | \$10,000.00               | \$0.00                                  |   | \$5,200.00                            | \$0.00   | \$91,200.00        |
|                              |                          | \$57,400.00                             | Washouts abt 5 miles along corridor 19 in Berlin and Gorham. Project consists of trail repairs; cleaning out ditches, water bars, gravel, install (10) 18" x 20' plastic culverts to improve water flow. Funds: Abt 20 hrs. excavator, (10) 18" x 20' culverts, 170yds gravel.   |                           |   |   |                                       |  |                    |
| C&E 2024-15                  | Sullivan County ATV Club | \$19,966.04                             | Project is to install a new bridge (28'L x 12'W) over an old stone abutment bridge that has started to cave in on class VI Skyline Drive/ Cornish Turnpike in Cornish. Bridge will be set on waste blocks, and dirt ramps, 4 wide flange I beams w/ 4x6 decking and 2" deck treads installed w/ railings. If doesn't get done rd. will close and ATV will lose outer loop. Funds: excavator, skid steer, 3/4" gravel, PT lumber, hardware, Steel, waste blocks.  | \$10,000.00               | \$0.00                                  |   | \$0.00                                | \$0.00   | \$38,238.04        |
|                              |                          | \$8,272.00                              | Project is to complete beginner riding trails that are old logging trails; club started last year w/own funds including Green Trail, Blue Trail, Yellow Trail, Red Trail, in Claremont. A little over a mile needs to be finished. This will be gated off to limit 50" machines and slow speeds. Trails are for new riders to learn how to handle their machines w/ no road crossings. Approximately 2 miles when complete. Funds: multi use 55hp tractor w/grapple and scarper blade, excavator, ledge pack, PT lumber 14' gate, 6' gate. |                           |   |   |                                       |  |                    |
| C&E 2024-16                  | Umbagog ATV Club         | \$18,813.50                             | 1 mile section along Corser Brook Rd in Dix's Grant needs repairs due to washouts. Project includes replacing of (2) 18x 30' plastic culverts, reshape ditches, spread 25 loads of gravel and reshape road. Funds: CAT 317 excavator, CAT D6 Dozer, 25 loads 1 1/2" gravel, (2) 18" x 30' culvert.   | \$10,000.00               | \$18,084.60                             | New 2024 Can Am Defender Pro 1000, gas & headrack | \$2,860.00                            | \$0.00   | \$103,634.10       |
|                              |                          | \$33,140.00                             | 1.25 mile section along 13 Mile Woods Trail (Corr A1) in Errol needs gravel and removal of several rocks that pose danger. Replace 2 culverts (15" x 30') & (15" x 20'), add gravel/clay mix to 1.25 miles, clean out ditches. Funds: CAT 317 excavator, CAT D6 Dozer, 50 loads 1 1/2" gravel/clay mix, (2) culverts.  |                           |   |   |                                       |  |                    |
|                              |                          | \$1,376.00                              | Redeck top deck of Clear Stream Bridge/Town Trail U003-0008000B in Errol to protect main deck form deteriorating. Top surface 85'L x 10'W with 2" x 10" rough cut material. Funds: lumber & hardware.  |                           |   |   |                                       |  |                    |
|                              |                          | \$12,400.00                             | Cut back about 2 miles along South Valley Rd in Dixville, Dix's Grant. Add gravel to abt 1/2 mile of trail where eroded. Funds: CAT 309 w/Bronto Head, CAT D6 Dozer, 20 loads 1 1/2" Gravel.   |                           |   |   |                                       |  |                    |
|                              |                          | \$6,960.00                              | Replace 5- 15" x 30' culverts along Greenough Pond Road, Dix's Grant. 8 loads of gravel w/installation of culverts Funds: CAT 317 excavator, 8 loads 1 1/2" gravel, (5) 15" x 30' culverts.  |                           |   |   |                                       |  |                    |
| Totals                       |                          | \$992,633.53                            |  | \$105,300.00              | \$43,472.39                             |   | \$13,041.60                           | \$32,310.00                                    | \$1,186,757.52     |
| \$1,186,757.52               |                          |   |  |                           |   |   |                                       |  |                    |