



STATE OF NEW HAMPSHIRE
 DEPARTMENT of NATURAL and CULTURAL RESOURCES
 DIVISION of PARKS and RECREATION
BUREAU of TRAILS

172 Pembroke Road Concord, New Hampshire 03301
 Phone: (603) 271-3254 Fax: (603) 271-3553 E-Mail: nhtrails@dncr.nh.gov
 Web: www.nhtrails.org

5E

December 2, 2022

His Excellency, Governor Christopher T. Sununu
 and the Honorable Executive 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 a grant agreement with the Cotton Valley Rail Trail Club (VC #265875), Wolfeboro, NH for the development and maintenance of recreational trails and trail safety and educational projects by extending the completion date from December 31, 2022, to August 31, 2023, with no change to the price limitation, effective upon Governor and Executive Council approval. The original grant was approved by the Governor and Council on June 29, 2022, Item #105. 100% Federal Funds.

EXPLANATION

The Recreational Trails Program is funded by the Federal Highway Administration. The purpose of the program is to allocate funds to the States for development and maintenance of recreational trails, trail education programs, and trail-related projects.

Due to price increases of fuel, materials, and lack of available workers over the summer of 2022, this organization will be unable to complete their entire project scope by the original grant end date of December 31, 2022. Upon approval of this amendment Cotton Valley Rail Trail Club will complete the remainder of the project scope once the ground thaws next Spring and Summer of 2023 using volunteer labor along with supplemental organizational funds

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

Respectfully submitted,

Sarah L. Stewart
 Commissioner

Attachments
 PAB/CR/AR

EXTENSION OF CONTRACT WITH RESPECT
TO NATIONAL RECREATIONAL TRAILS PROGRAM GRANT FUNDS

On this the 1 day of December, 2022, the Department of Natural and Cultural Resources and the Cotton Valley Rail Trail Club, vendor code #265875, hereby mutually agree to extend their Recreational Trails Program grant contract, #22-19, in the amount of \$61,832.92 which was originally approved by the Governor and Executive Council on June 29, 2022, item #105, by amending the original contract end date from December 31, 2022 to August 31, 2023.

- All other terms and conditions of this contract shall remain the same in full force and effects as originally set forth.
- This extension 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 above written.

[Signature] 12/1/22
Project Administrator/Date

[Signature] 12/1/22
Witness Date

STATE OF New Hampshire
COUNTY OF Carroll

On this the 1st day of December, 2022, before me, Bruce Stuart, Project Administrator, personally appeared, known to me, (or satisfactorily proven) to be, the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal:

Notary Public [Signature]
My Commission Expires: 11-22-26



STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES

[Signature]
DNCR Commissioner

[Signature] 12/6/22
Witness/Date

Approved as to form, substance and execution: [Signature] 12/06/2022
Attorney General's Office

Approved by Governor and Executive Council
At the _____ meeting
Item # _____



COTTON VALLEY RAIL TRAIL CLUB, Inc.

Po Box 417

Wolfeboro Falls NH 03896



12/02/2022

Honorable Alexis Rudko

Deputy Chief

DNCR-Parks & Rec-Trails Bureau

172 Pembroke Rd.

Concord, NH 03301

Dear Deputy Chief Rudko:

The Cotton Valley Rail Trail Club (C.V.R.T.C.) is respectfully requesting an extension to the 2022 RTP Grant and SOW. The set deadline to accomplish all facets within our awarded grant is Dec 31st, 2022. There are two aspects of the RTP SOW that we feel will not meet that deadline. One being the rebuilding of the retaining wall close to Center Street and the second would be the ditching by the Mast Landing crossing. Bids that were received when this grant was initially completed and filed with the state, were not able to be honored by the contractors due to both price increases regarding materials and fuel as well as a shortage of available workers.

Once C.V.R.T.C. learned of this, we focused our resources on completing facets of the project we could control. The brush cutting and debris removal of the corridor, 100% complete. The paving of the shared rail trail crossing at Clark Rd. 100% complete. The guardrail installation at Clark Rd trail parking. 100% complete. The stone dust replenishment along the trail. 100% complete. The beaver deceivers in the wetlands. 75% complete. Materials paid for and staged on site, installation to take place in late spring of 2023. Timelines regarding rodent trapping and weather prevented final installation. It will be safer for all involved to complete the installation of the beaver deceivers in warmer weather.

P.O. BOX 417

WOLFEBORO FALLS, NH 03896

Both C.V.R.T.C. and CVTC feel these two remaining projects are of importance to the trail and would like to request an extension in order to complete these tasks. To put this extension request in perspective. We will have approx. \$16,000 left from RTP Grant SOW. Two projects will be left incomplete. We would like to carry over the completion of our RTP Grant projects to August 31st 2023. We believe we believe we can complete these remaining projects within that timeline. Both C.V.R.T.C. & CVTC have worked very hard to accomplish our RTP goals. Many hours have been spent enrolling the trail users into volunteering toward these projects and finding value in being a part of their trail by participating and not just using. We would very much like to have the opportunity to complete these goals.

Thank you for your time with this:

Sincerely

A handwritten signature in black ink, appearing to read "Bruce D Stuart". The signature is fluid and cursive, with a large initial "B" and "S".

Bruce D Stuart

President/Trail Master CVRTC

P.O. BOX 417

WOLFEBORO FALLS, NH 03896



JUN 14 '22 AM 10:50 RCVD

STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
DIVISION of PARKS and RECREATION
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172 Pembroke Road Concord, New Hampshire 03301
Phone: (603) 271-3254 Fax: (603) 271-3553 E-Mail: nhtrails@dncr.nh.gov
Web: www.nhtrails.org

MAC
105

June 1, 2022

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

REQUESTED ACTION

Authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation, Bureau of Trails to award Recreational Trails Program grants to the organizations listed on the attached sheet (vendor codes included) in the total amount of \$733,591.86 for the development and maintenance of recreational trails and trail related safety and educational projects effective upon Governor and Council approval through December 31, 2022. 100% Federal Funds.

Funding is available in account, Nat'l Recreational Trails Fund, as follows:

03-035-035-351510-37770000-074-500585-Grants for Public Assistance and Relief	<u>FY 2022</u> \$733,591.86
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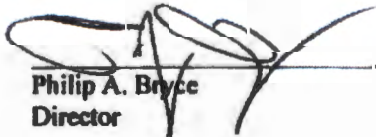
EXPLANATION

The Recreational Trails Program is funded by the Federal Highway Administration. The purpose of the program is to allocate funds to the States for the development and maintenance of recreational trails and trail related safety and educational projects.

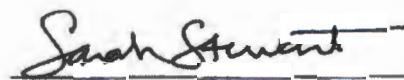
Due to the lengthy process of executing a finalized agreement, we are requesting approval to enter into these agreements pending execution of the agreements to assist the organizations in meeting their program goals and project timelines. The Attorney General's Office has approved the attached sample grant agreement as to form and substance and has approved each agreement upon execution.

Respectfully submitted,

Concurred,


Philip A. Bryce
Director



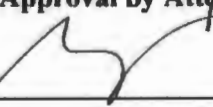
(15M)


Sarah L. Stewart
Commissioner

GRANT AGREEMENT

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

1. Identification and Definitions.

1.1. State Agency Name Department of Natural and Cultural Resources (DNCR)		1.2. State Agency Address 172 Pembroke Rd., Concord, NH 03301	
1.3. Grantee Name Cotton Valley Rail Trail Club		1.4. Grantee Address PO Box 417, Wolfeboro Falls, NH 03896	
1.5. Grantee Phone # 603-986-9824	1.6. Account Number 10-03500-37770000-074	1.7. Completion Date December 31, 2022	1.8. Grant Limitation \$ 61,832.92
1.9. Grant Officer for State Agency Alexis Rudko, Deputy Chief of Trails Bureau		1.10. State Agency Telephone Number 603-271-3254	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 President - Cotton Valley Rail Trails Club	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13. State Agency Signature(s) 		1.14. Name & Title of State Agency Signor(s) Craig Rennie, Chief BOT	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By: 		Assistant Attorney General, On: 6/29/2022	
1.16. Approval by Governor and Council (if applicable)			
By: item # 165		On: 6/29/2022, 10:00am	

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 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. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.3. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
- 12.4. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

- 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 employees 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.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURL AND CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION
BUREAU OF TRAILS

Recreational Trails Program (RTP) Grant

EXHIBIT A – Special Provisions

1. The Grantee agrees to:
 - a. Perform, as outlined in their application, services related to trail maintenance, restoration, development, acquisition, trail-side and trail-head facilities, operation of education programs promoting safety and environmental protection, or improving access and use of trails by persons with disabilities, in accordance with the **Infrastructure Investment and Jobs Act of 2021**.
 - b. Provide adequate documentation in a format that fully accounts for and certifies that matching funds have been incurred on the project. The Grantee has pledged a minimum of **20%** of the total project cost or value; \$15,458.23, to the match requirement.
 - c. Submit a project progress report with each request for reimbursement. The report shall outline how each expense item has been applied to the project and provide a plan for future work. Failure to do so may result in the withholding of reimbursement by the State and may also result in impacts to future grant awards. The final billing submitted must be accompanied by the final progress report stating the project is 100% complete and provide color photos detailing the completeness of project.
 - d. Provide in the first billing for materials/goods and equipment purchases, no less than 3 competitive vendor quotes for said equipment and goods/materials, if \geq \$2,000 and service agreements are \geq \$10,000.
 - e. Comply with **Buy America** requirements on any equipment, steel or iron purchased with RTP funds.
 - f. Disposal of equipment in any manner shall require written authorization from the SoNH-DNCR, Bureau of Trails (Bureau). Equipment may be traded or sold by a Grantee which will no longer provide services on trails used by the general public provided that receipts from the sale when greater than \$5,000 be returned to the Bureau in the same proportion as originally funded by the Bureau as a credit to the RTP program. Equipment with a current fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further responsibility to the Bureau.
 - g. Display on equipment purchased through the RTP fund, in a location(s) designated by the Bureau, at least 1 but not more than 2 decals indicating that the equipment has been partially funded by this program. Decals shall be provided by the Bureau.
 - h. Maintain equipment purchased with RTP funds in good mechanical condition.
 - i. Provide an equipment report on the condition and location of trail equipment purchased with grant funds to be submitted annually by December 31st for the useful life of the equipment as documented by the grantee for tax purposes. The Grantee agrees to retain and use any acquired equipment for intended recreational trail maintenance purposes for its useful life.
 - j. Submit to all requested inspections and audits by State and Federal officials which relate to the services and payments under this grant.

2. Project progress inspections may be conducted by State or Federal representatives. State representatives may, at any time, inspect the project and review the Grantee's records and files. Upon notification of project completion, the State will inspect projects and prepare a written report. Recommendations for corrective actions will be made, if appropriate. A copy of the report will be sent to the Grantee. Deficiencies, if any, shall be corrected and reported, in writing to the State within 21 days of receipt of the inspection report. Final reimbursement will not be made until deficiencies are corrected.

Grantee Initials **BDS**
Date **4/9/22**

3. **Penalties**

- a. **Termination of Grant:** Any failure by the Grantee to abide by or carry out any of the terms or conditions of this grant shall, at the discretion of the State, result in termination of this grant, if, after notice to the Grantee, said default is not remedied within ten (10) days. In the event of termination, no further payments shall be made by the State.
- b. **Denial of Future RTP Funds:** Failure to comply with any and all terms or conditions of this grant may result in denial of future RTP funds for no less than 2 years from the current grant year.

4. **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.

5. **Insurance**

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

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

Add new Paragraph 17.3 as follows:

The insurance requirements in Paragraph 17.1–17.2 shall not apply to grantees who utilize grant funds solely to purchase equipment and will not perform or subcontract any labor paid for with grant funds.

Grantees must maintain insurance coverage, sufficient to cover the actual cash value of any equipment purchased or reconditioned through the Recreational Trails Program for the term of the RTP award pursuant to Title 2 CFR 200.310. The insurance policy shall name the Department of Natural and Cultural Resources, Bureau of Trails, Recreational Trails Program as a certificate holder.

EXHIBIT B – Scope of Work

Grantee agrees to apply RTP funds from this grant to the project(s) described in the 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

Grant Award, Cost Sharing, Total Project Cost, and Method of Payment

1. The State agrees to reimburse the Grantee in accordance with the application rules subject to the following:
 - a. The Grantee must pay 100% of the cost of an item before submitting a request for reimbursement of eligible costs. The Grantee shall submit invoices for actual costs incurred. Reimbursement from the State will take approximately 60 days. Invoices indicating payment

Grantee Initials **BDS**
Date **6/9/22**

in full for the purchase of equipment must accompany billing. Billings must be:

- i. Within 30 days of incurring the cost(s);
 - ii. Include proof of payment such as credit card receipts or cancelled checks (front and back); and
 - iii. Provide a match form showing a 20% match has been met for the total cost of the billing until total match for project is met.
- b. A request for reimbursement may not be submitted to the State for less than 25% of the total grant amount. The final 25% of the total grant amount may be withheld until the project is verified complete by the state, the federal grantor agency, or their representatives. Standard reimbursement forms will be provided by the State. All match amounts shall be accounted for before final payment.
- c. Reimbursements will be made only for items that were listed on the Project Application and subsequent approved amendments.

Organization Name: Cotton Valley Rail Trail Club
Vendor Code: 265875
Grant #: 22-19
Appropriation Code: 37770000-074-500585

Grant Amount: \$61,832.92
Match Required: \$15,458.23
Total Project Cost: \$77,291.15

The maximum amount of funds available to the Grantee pursuant to this agreement shall be \$61,832.92. 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 determination of eligible and approved costs shall be final in all cases.

Term of Grant

This grant, and the obligations of the parties hereunder, shall become effective upon FHWA and Governor and Council approval. The term of this grant shall run from the commencement date through December 31st 2022.

Grantee Initials **BDS**
Date **6/9/22**

PROJECT ADMINISTRATOR:

Bruce D. Stuart

(Print Name)

[Handwritten Signature]

(Signature)

STATE OF NEW HAMPSHIRE, County of Carroll

On this the 10th day of June, 2022, before me appeared, Bruce D. Stuart, known to me, or satisfactorily proven to be, the same person subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

Justice of the Peace Notary Public Jennifer E Anderson

My commission expires Nov 22 2024

seal



Grantee Initials BDS
Date 6/10/22

FY-22 (Project Z) Recreational Trails Program Community Grants

Grant #	Vendor #	Sponsor/Applicant	Project Name	Grant Amount
22-01	156040	Monroe Bumper Humpers	Arrowhead Drag Purchase	\$8,600.00
22-02	156230	Seven Lakes SMC	2009 Tucker Track Replacement	\$21,930.00
22-03	167138	Blow Me Down Snowriders	Drag Purchase	\$8,360.00
22-05	157604	Powder Mill SMC	Camp Pride Trail Reroute	\$31,511.08
22-06	158042	Bruhawachet	Reconstruction of Annie's Loop	\$24,338.00
22-08	259557	Milan Trail Huggers	Head Pond Connector Rebuild - Phase 2	\$40,000.00
22-09			Cedar Brook Trail Rebuild & Extension	\$40,000.00
22-10	158451	North Country ATV Club	Day Mountain	\$41,504.00
22-11			Morse Mountain	\$38,406.00
22-13	158846	Hardy Country SMC	Bear Mt. Trail/Hood Trail Bridge replacement	\$45,227.56
22-17	160644	Upper Valley Trails Alliance	Trail Finder	\$10,000.00
22-18	173082	Friends of the Northern RT	FNRT Safety Projects	\$15,400.00
22-19	265875	Cotton Valley Rail Trail Club	CVRT Maintenance	\$61,832.92
22-20	159981	Town of Winchester	Ashuelot RT Maintenance	\$19,928.00
22-21	177422	City of Lebanon	RT Bridges rail and deck replacement	\$50,411.60
22-22	284244	Friends of the Goffstown Rail Trail	Goffstown Rail Trail (Namaske Lake Phase)	\$70,700.00
22-23	158888	The Cohos Trail association (TCTA)	Nilsen's Leg	\$34,770.00
22-25	154898	Town of Chichester	Chichester conservation easment trail rehab and expansion	\$50,491.96
22-26	177587	Appalachian Mountain Club	Cardigan Reservation Accessible trail redesign	\$77,539.46
22-27	160055	Randolph Mountain Club	The Diagonal	\$18,564.00
22-28	177170	Society for the Protection of NH Forests	Marlboro Trail: Restoration on Monadnock	\$20,699.00
22-30	159093	Winnepesaukee River Trails Association	WRT Improvement Project	\$3,288.28

Total for Community Projects: \$733,591.86