

## SNOWMOBILE TRAIL GRANT-IN-AID APPLICATION 2023 – 2024

### CONDITIONS OF THE GRANT

In consideration of the promises and conditions in this grant, **OPRHP** and the **LOCAL SPONSOR** agree as follows:

1. **PROJECT TERM:** The term of this grant shall be one year and shall commence on April 1, 2023 and shall terminate on March 31, 2024.
2. **GRANT AMOUNT:** **OPRHP** agrees if funds accumulated in the Statewide Trail Fund based upon projected registration are sufficient, to make available to the **LOCAL SPONSOR** a sum not to exceed the prorated amount for the **PROJECT**. If expenditures exceed the total amount of the award, no additional funding will be provided by **OPRHP**. The amount provided shall be based on a maximum per mile figure. If the **LOCAL SPONSOR** contracts for trail maintenance, in no case should grant funds be provided in excess of the per mile rate of reimbursement.
3. **GRANT EXPENDITURES:** The **LOCAL SPONSOR** agrees that the funds available pursuant to this grant are only for those expenditures directly related to the snowmobile trail(s) as approved by **OPRHP**.
4. **PAYMENT PROVISIONS:**
  - a. Payment shall be made after **OPRHP** reviews and approves vouchers executed by an authorized officer of the **LOCAL SPONSOR** and documentation as may be required by **OPRHP**, and subsequent audit and approval by **OPRHP** and/or the NYS Office of the State Comptroller.
  - b. **The LOCAL SPONSOR agrees that the requested funds will not duplicate reimbursement for costs and services received from other sources of state or federal funding.**
  - c. Payment shall be as follows:
    - 1) A payment of seventy percent (70%) of the total State Aid shall be advanced to the **LOCAL SPONSOR** upon execution and approval, and
    - 2) The balance shall be paid to the **LOCAL SPONSOR** upon completion of the **PROJECT** to the satisfaction of **OPRHP**, including the completion by **OPRHP** of all inspections that it may be required, and the submission of documentation verifying the expenditures of the **PROJECT**.

**Final Grant Payments may be prorated based on the funds available and documentation provided.**
  - d. **The LOCAL SPONSOR agrees to return any State funds beyond the costs of the PROJECT.**
  - e. **LOCAL SPONSORS advance funds at their own risk.**
5. **INSPECTION:** **OPRHP** may make periodic inspections of the **PROJECT** both during its implementation and after its completion to assure compliance with this grant.
6. **TERMINATION:** The **LOCAL SPONSOR** shall complete the **PROJECT** as set forth in this grant, and failure to render satisfactory progress or to complete the **PROJECT** to the satisfaction of **OPRHP** may be deemed an abandonment of the **PROJECT** and cause for the suspension or termination of any obligation of **OPRHP**. In the event of such termination, all monies paid to the **LOCAL SPONSOR** by **OPRHP** and not expended according to this grant shall be repaid to **OPRHP** upon demand. If such monies are not repaid upon demand, the State Comptroller may cause to be withheld from any State assistance to which the **LOCAL SPONSOR** would otherwise be entitled an amount equal to the monies demanded.

## SNOWMOBILE TRAIL GRANT-IN-AID APPLICATION CONDITIONS OF THE GRANT (CONT.)

7. **INDEMNIFICATION:** The **LOCAL SPONSOR** agrees to defend, indemnify, save and hold harmless the State and **OPRHP** and their agents and employees from any and all claims, demands, actions or causes of action resulting from the negligent acts, error or omission of the work and services provided for in this grant. When the **PROJECT** is on state land, the applicant may need to supply the state agency that has jurisdiction over the land with a certificate of liability insurance that indemnifies the State and agency's officers and employees. Again, discussion of that requirement should take place at the meeting between the applicant and the appropriate state agency representative.
8. **OPEN AND FREE TRAIL:** The **LOCAL SPONSOR** agrees that the trail system, as submitted and approved, shall be open for use by all registered snowmobiles without additional charge, except as provided in section 25.09 of the NYS OPRHP Law. All **OPRHP** approved trails shall be open for public use, if adequate snow conditions exist, as the end of *regular* Big Game hunting season and kept open until March 31 of the **PROJECT** year, conditions permitting.
9. **TRAIL MAINTENANCE:** Trails shall be maintained in a fashion to allow for the safe passage of snowmobiles. This will be in accordance with practices outlined in the Guidelines for Snowmobile Trail Groomer Operator Training booklet. Such trails shall be readily identifiable to the public as part of the Statewide Snowmobile Trail System. Corridor and secondary route trail markers and other appurtenant snowmobile trail signs, as identified in the New York State Snowmobile Trail Signing Handbook, must be used on trails receiving state funds and placed in compliance with those guidelines found in the New York State Snowmobile Trail Signing Handbook. The **LOCAL SPONSOR** agrees to notify **OPRHP** of any trail closing(s) within two (2) business days of being notified of said closure. All grant monies received under this program must be used for the sole purpose of developing and maintaining the trails approved by **OPRHP**. Trail maintenance is defined as grooming or smoothing the snow on the trails to remove moguls or potholes, trail brushing, trail surface preparation, building/repairing/replacing culverts, bridges, parking areas, restrooms, and facilities construction, fencing and trail signage.
10. **STATE LAND:** The **LOCAL SPONSOR** agrees that where state lands are involved, all activities relating to the snowmobile trail system will be consistent with the policies and guidelines of the agency that has jurisdiction over such lands. The **LOCAL SPONSOR** acknowledges that their TMEs have obtained the permission from the appropriate agency (i.e. **OPRHP**, DEC, DOT, CANAL CORP) for the maintenance and development of snowmobile trails. In most cases, written permission will be required. For snowmobile trail grooming, alteration, construction, or maintenance, DEC requires that the applicant must obtain a Temporary Revocable Permit (TRP) and enter into a Voluntary Stewardship Agreement (VSA) before proceeding with the **PROJECT**. It is the responsibility of the **LOCAL SPONSOR** to ensure that the TMEs have obtained all necessary permits for the **PROJECT**.
11. **NON-DISCRIMINATION:** The **LOCAL SPONSOR** shall not limit access or discriminate in the operation of the facilities against any person based on place of residence, race, creed, national origin, sex, age, disability, or marital status.
12. **EXECUTORY CLAUSE:** In accordance with section 41 of State Finance Law, the state shall have no liability under this contract to the contractor or to anyone beyond funding appropriated and available for this contract.
13. **SUBCONTRACTS:** In accordance with OPRHP Rules & Regulations section 454.2(b), only the **LOCAL SPONSOR** is permitted to subcontract for trail maintenance of snowmobile trails. The **LOCAL SPONSOR** may only enter into contracts with other municipalities, not-for-profit corporations, snowmobile clubs, and other like entities. TMEs will not be reimbursed for general trail maintenance subcontracts with any TMEs, but subcontracts for specific trail development/maintenance work done by a contractor are permissible.

**SNOWMOBILE TRAIL GRANT-IN-AID APPLICATION  
CONDITIONS OF THE GRANT (CONT.)**

14. **ADMINISTRATIVE COSTS: LOCAL SPONSORS** are permitted to claim reimbursement costs directly related to grant application preparation, planning costs, and GIS mapping activities. Maximum allowable administrative cost reimbursement shall be no more than 10% of the total grant award for the jurisdiction. The **LOCAL SPONSOR** is required to provide documentation verifying the expenditures.

I acknowledge that this application represents an agreement with OPRHP and agree to all the requirements including the Conditions of the Grant.

I, \_\_\_\_\_, being the Executive Officer for \_\_\_\_\_, hereby certify that grant funds received under the Snowmobile Municipal Trails grant will be managed and expended in accordance with the applicable laws, regulations, project agreement terms and program guidelines, and that the TMEs in this Municipality will comply in all respects with applicable laws, regulations, project agreement, and Snowmobile Trail Program guidelines. I also attest that all required supporting documentation will be on file and will be available for audit upon request for a period of seven (7) years from the ending project date.

I certify that all landowners, whether public or private, have granted permission to use their property for snowmobile trails as stated in this contract for the duration of the project. Any change in permission or change affecting approved mileage will be reported to OPRHP immediately.

I acknowledge failure to submit any required permissions by the September 1 application deadline may jeopardize grant funding. I also acknowledge failure to disclose the need to obtain permissions will result in all affected miles being removed from funding.

**Executive Officer Signature:** \_\_\_\_\_

**Executive Officer Name:**

**Title:**

**Date:**