

STATE OF NEW HAMPSHIRE
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT
DIVISION of PARKS and RECREATION
172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856

R. SEAN O'KANE
Commissioner

ALLISON MCLEAN
Director

(603) 271-3556
FAX: (603) 271-3553
WEB: www.nhstateparks.org
E-MAIL: nhparks@dred.state.nh.us

February 17, 2006

Mr. Andrew Walters
ATV Watch New Hampshire
P.O. Box 34
Fitzwilliam, NH 03447

Dear Mr. Walters:

This letter is in response to your Right to Know request, received January 27 2006. As indicated in my email to you on February 5th we are responding to your questions and comments today.

The items that you specifically noted in your letter are as follows:

Page 51 and the first page of Sale #1 in Appendix B are attached. These two pages were also missing from the copy in the Bureau office. We presume there was a copying problem when the large document was being copied and those two pages did not get sorted. We apologize for that error.

No minutes for the May, August or November 2005 meetings of the State Lands Management Team were previously provided to you because there were no meeting in those months. The Park Land Management Team did not meet in December 2004 or January and October of 2005 so there are no minutes for these months either.

The information redacted from some of the documents previously provided relates to projects that are in their very initial phases or in a negotiation phase. Based on the current state of RSA 91-A and New Hampshire law, DRED is not required to release this information to the public.

DRED has received no written correspondence from the Federal Highway Administration with regard to training of sled dog teams with ATVs on rail trails. Any communication has been brief and via phone. There are no notes or confirming memoranda.

The survey by the Granite State ATV Association was used as an FYI of other information for this project; however the survey was not done for the Berlin acquisition. The ATV Association performed the survey for another project on private lands. We have received a copy of the survey from the Association and a copy of the survey is attached.

The binder of information provided to the Executive Council is available in the office for your review. The information contained in this binder is what DRED previously sent to you so you may want to review it before we make copies of it. We believe that you have been provided with a complete copy of this binder, as we have stated before. We can make copies of any information that you do not have. The binder contains approximately 75 pages and if you prefer that we copy the document for you the charge would be \$.25/page (\$18.75). The financial/fiscal package you referenced was Schedule A of the Governor & Executive Council request, which DRED previously sent you. There is no other fiscal package other than reviews of existing biennial budgets and future conceptual projections, none of which resulted in additional documents. If you do not believe that you have Schedule A, we can provide another copy of it at a cost of \$.25 or you can come and review it at our offices to determine if you have received it.

There is no known email update between Bill Carpenter and Ken Crevier.

DRED has sent all of the survey information on the map that is available for release. Any other survey information in DRED's possession, including the GPS points, is pending final negotiations and that information will be available for public review as soon as it is finalized.

DRED has not withheld any known documents from you and it is not in violation of the Right to Know law. DRED is not required to create documents that respond to your requests and many of your most recent requests are for documents that do not exist or that have been provided to you, to the best of our knowledge, in previous responses. DRED has made repeated offers to you to come look at the files to determine if there is any information that you have not received previously, however you rarely accept our offers to do so.

In reference to your email Right to Know request about documents pertaining to the process DRED uses for rail trail evaluation for conversion, include ATV use, there is no documented process, as you have been verbally informed in the past. However, in an attempt to respond to your question, for rail trails that were not purchased with federal Transportation Enhancement-Bike/Pedestrian funds (those would require a full federal Environmental Assessment performed and approval by the Federal Highway Administration) DRED follows the following steps:

DRED receives a formal request from a recognized OHRV club or municipality to allow ATV use on the line. The club must show that local municipal support exists for the change. The municipality must be permitted to request a public meeting about the requested action, if it so chooses, which must be advertised in local newspapers. If municipal support is present and the requested action had strong local public support a recommendation is made by the Bureau to the Commissioner's Office that ATV use be allowed on the line. At that point the Commissioner of DRED would have the authority for the final decision.

We believe that we have addressed the concerns/questions that you raised in your letter and email to us. Please contact the Bureau to arrange for a mutually convenient time to review the files.

Sincerely,

A handwritten signature in black ink, appearing to read 'Chris Gamache', written over a horizontal line.

Chris Gamache
Supervisor of Parks Operations

CG/mc

Enclosures

cc Anne Edwards, Associate Attorney General
R. Sean O'Kane, Commissioner
Allison McLean, Director, Division of Parks & Recreation
Paul Gray, Chief Supervisor, Bureau of Trails

G & C COPY
(Nov 2, 2005)



STATE OF NEW HAMPSHIRE
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT
DIVISION of PARKS and RECREATION
172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856



**DILLON / JERICHO LAKE
BERLIN, NEW HAMPSHIRE**

PROJECT ITEMS

Subject: TR Dillon Land -- Berlin, NH

VENDOR CODE: 123300
COMMODITY: 9968000

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions.

1.1 State Agency Name Department of Resources and Economic Development		1.2 State Agency Address 172 Pembroke Road, Concord, NH 03302				
1.3 Contractor Name Scott Dickman, SED Valuation, LLC		1.4 Contractor Address 23 Surrey Coach Lane, Bow, NH 03304				
1.5 Account No. 010-035-3414-090	1.6 Completion Date 2/15/2005	1.7 Audit Date N/A	1.8 Price Limitation \$2,900.00			
1.9 Contracting Officer for State Agency Bill Carpenter		1.10 State Agency Telephone Number 603-271-3456				
1.11 Contractor Signature <i>Scott Dickman</i>		1.12 Name & Title of Contractor Signer Certified General Appraiser, NHCG-518				
1.13 Acknowledgment: State of New Hampshire County of <u>Merrimack</u> On <u>11/19</u> , 2004 before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.						
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] <i>William T. Carpenter</i>						
1.13.2 Name & Title of Notary Public or Justice of the Peace <i>William T. Carpenter</i>		<table border="1"> <tr><td>WILLIAM T. CARPENTER</td></tr> <tr><td>★ NOTARY PUBLIC - NEW HAMPSHIRE ★</td></tr> <tr><td>My Commission Expires May 29, 2007</td></tr> </table>		WILLIAM T. CARPENTER	★ NOTARY PUBLIC - NEW HAMPSHIRE ★	My Commission Expires May 29, 2007
WILLIAM T. CARPENTER						
★ NOTARY PUBLIC - NEW HAMPSHIRE ★						
My Commission Expires May 29, 2007						
1.14 State Agency Signature(s) <i>R. Sean O'Kane</i>		1.15 Name/Title of State Agency Signer(s) R. Sean O'Kane, Commissioner				
1.16 Approval by Department of Personnel (Rate of Compensation for Individual Consultants) By: <u>N/A</u> Director, On:						
1.17 Approval by Attorney General (Form, Substance and Execution) By: <i>W. M. Edwards</i> ^{Assoc} Assistant Attorney General, On: <u>12/6/04</u>						
1.18 Approval by the Governor and Council By: _____ On: _____						
2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("the State"), engages contractor identified in block 1.3 ("the Contractor") to perform, and the Contractor shall perform, that work or sale of goods, or both, identified and more particularly described in EXHIBIT A incorporated herein ("the Services").						
3. EFFECTIVE DATE: COMPLETION OF SERVICES. 3.1 This agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Council of the State of New Hampshire approve this agreement, ("the Effective Date"). 3.2 If the date for commencement in Exhibit A precedes the Effective Date all services performed by Contractor between the commencement date and the Effective Date shall be performed at the sole risk of the contractor and in the event that this Agreement does not become effective, the State shall be under no obligation to pay the contractor for any costs incurred or services performed; however that if this Agreement becomes effective all costs incurred prior to the effective date shall be paid under the terms of this Agreement. All services must be completed by the date specified in block 1.6.						
4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding anything in this agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available 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 Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the account identified in block 1.5 in the event funds in that account are reduced or unavailable.						

3. CONTRACT PRICE; LIMITATION ON PRICE; PAYMENT.

- 5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in Exhibit B, incorporated herein.
- 5.2 The payment by the State of the contract price shall be the only, and the complete, reimbursement to the Contractor for all expenses, of whatever nature, incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
- 5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by RSA 80:7 through 7-C or any other provision of law.
- 5.4 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 price limitation set forth in block 1.8 of these general provisions.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS; EQUAL EMPLOYMENT OPPORTUNITY.

- 6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to civil rights and equal opportunity laws. In addition, the vendor shall comply with all applicable copyright laws.
- 6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap or national origin and will take affirmative action to prevent such discrimination.
- 6.3 If this agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 69), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States, access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants and conditions of this Agreement.

7. PERSONNEL.

- 7.1 The performance of the Services shall be carried out by employees of the Contractor. The Contractor shall at its own expense, provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
- 7.2 The Contractor shall not hire, and shall permit no subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final.

8. EVENT OF DEFAULT; REMEDIES.

- 8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Events of Default"):
- 8.1.1 failure to perform the Services satisfactorily or on schedule; or
- 8.1.2 failure to submit any report required hereunder; or
- 8.1.3 failure to perform any other covenant or condition of this Agreement.
- 8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 8.2.1 give the Contractor 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 Contractor notice of termination; and
- 8.2.2 give the Contractor 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 Contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor; and
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and
- 8.2.4 treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA; ACCESS; CONFIDENTIALITY; PRESERVATION.

- 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, papers, and documents, all whether finished or unfinished.

9.2 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.

9.3 Confidentiality of data shall be governed by RSA 91-A or other existing law. Disclosure pursuant to a right to know request shall require prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion to the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("the Termination Report") describing in detail all Services performed, and the Contract Price earned, to the including the date of termination. To the extent possible, the form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, worker's compensation or other emoluments provided by the State to its employees.

12. **ASSIGNMENT, DELEGATION AND SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Services shall be delegated or subcontracted by the Contractor without the prior written consent of the State.

13. **INDEMNIFICATION.** The Contractor 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 or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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.

14. INSURANCE AND BOND.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, both for the benefit of the State, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 of these general provisions, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 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. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than 10 days after written notice thereof has been received by the State.

15. **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 failure of any Event of Default 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 Contractor.

16. **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 given in blocks 1.2 and 1.4, above.

17. **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.

18. **CONSTRUCTION OR AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.

19. **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.

20. **SPECIAL PROVISIONS.** The additional provisions set forth in EXHIBIT C hereto are incorporated as part of this Agreement.

21. **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.

5. CONTRACT PRICE; LIMITATION ON PRICE; PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in Exhibit B, incorporated herein.

5.2 The payment by the State of the contract price shall be the only, and the complete, payment to the Contractor for all expenses, of whatever nature, incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by RSA 80:7 through 7-C or any other provision of law.

5.4 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 price limitation set forth in block 1.8 of these general provisions.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS; EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to civil rights and equal opportunity laws. In addition, the vendor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap or national origin and will take affirmative action to prevent such discrimination.

6.3 If this agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States, access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants and conditions of this Agreement.

7. PERSONNEL.

7.1 The performance of the Services shall be carried out by employees of the Contractor. The Contractor shall at its own expense, provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contractor shall not hire, and shall permit no subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final.

8. EVENT OF DEFAULT, REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Events of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule; or

8.1.2 failure to submit any report required hereunder; or

8.1.3 failure to perform any other covenant or condition of this Agreement.

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

8.2.1 give the Contractor 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 Contractor notice of termination; and

8.2.2 give the Contractor 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 Contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor; and

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and

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

9. DATA; ACCESS; CONFIDENTIALITY; PRESERVATION.

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, papers, and documents, all whether finished or unfinished.

9.2 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.

9.3 Confidentiality of data shall be governed by RSA 91-A or other existing law. Disclosure pursuant to a right to know request shall require prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion to the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("the Termination Report") describing in detail all Services performed, and the Contract Price earned, to the including the date of termination. To the extent possible, the form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, worker's compensation or other emoluments provided by the State to its employees.

12. **ASSIGNMENT, DELEGATION AND SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Services shall be delegated or subcontracted by the Contractor without the prior written consent of the State.

13. **INDEMNIFICATION.** The Contractor 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 or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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.

14. INSURANCE AND BOND.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, both for the benefit of the State, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 of these general provision, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 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. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than 10 days after written notice thereof has been received by the State.

15. **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 failure of any Event of Default 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 Contractor.

16. **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 given in blocks 1.2 and 1.4, above.

17. **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.

18. **CONSTRUCTION OR AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.

19. **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.

20. **SPECIAL PROVISIONS.** The additional provisions set forth in EXHIBIT C hereto are incorporated as part of this Agreement.

21. **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.

EXHIBIT A

SERVICES

The contractor shall submit to the Department of Resources and Economic Development (the State) a "Narrative Appraisal Report" (the Report) of the approximately 7,280-acre "T.R. Dillon Tract" (the Property) located on State Rt. 110, Berlin, NH as provided in the "Request for Proposal". The purpose of the Report will be to establish the market value of the Property. The Report shall be completed in accordance with the "Uniform Standards of Professional Appraisal Practice" and in accordance with the "Uniform Appraisal Standards for Federal Land Acquisition", and shall be delivered to the State on or before February 15, 2005.

EXHIBIT B

CONTRACT PRICE, METHOD OF PAYMENT AND TERMS OF PAYMENT

The State covenants and agrees

1. To pay the contractor for the services provided as described in Exhibit A, the amount of \$2,900.00. The contractor agrees to receive said sum as full compensation for furnishing all materials and labor which may be required in the making of the said appraisals under the Contract or Agreement and the attachments hereto. Payment to be made by the State on the following schedule upon receipt of the contractor's billing in triplicate and an original and one copy of the Appraisal Reports done in accordance with the referenced requirements.
 - a. One hundred percent (100%) of the sum total of the contract within 30 days of delivery of the Report and one (1) copy, subject to review and acceptance by the State, and submission of a bill in triplicate,

EXHIBIT C

There are no additional special provisions to this contract.

ATV TRAIL SYSTEM AND CAMPGROUND INTEREST SURVEY

Results of 30 responses

How often per year do you participate in OHV recreation?

None	0																		
1-2 times	0																		
3-4 times	3					1						1		1					
5-6 times	0																		
7-12 times	6		1								1					1	1	1	1
13+ times	21	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1

What else do you do when you go out to ride?

Just ride	16	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Camp	20	1	1	1	1			1	1	1	1	1	1	1	1	1	1	1	1
Hunt	8			1	1	1									1			1	1
Fish	12			1	1	1		1	1	1	1				1	1			1
Motorboat	4									1					1				1
Hike	7	1			1						1				1				1
Snowmobile	10			1	1	1		1	1	1	1	1	1	1	1				1
Mountainbike	5				1					1		1	1						1
Horseback ride	0																		
Nature Study	4		1					1		1	1	1							
Golf	1				1														
Other:																			
<i>pool/pond</i>	1	1																	
<i>enjoy outdoors</i>	1		1																
<i>canoe/kayak</i>	1				1														
<i>trail patrol</i>	1					1													
<i>trail maintenance/clean up</i>	3						1	1								1			
<i>sight seeing</i>	2								1	1									
<i>work out</i>	1												1						
<i>bar-b-que</i>	1														1				
<i>meetings</i>	1															1			
<i>motorcycle touring</i>	1																1		

What services, facilities or opportunities would you like to have at the areas you ride?

Trails good access	23	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Camping facilities	20	1	1	1	1			1	1	1	1	1	1	1	1	1	1	1	1
Fishing	13	1		1	1			1	1	1	1	1	1	1	1	1	1	1	1
Hunting	8			1	1					1				1				1	1
Picnic facilities	18	1	1		1	1	1			1	1	1	1	1	1	1	1	1	1
Restrooms	26	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Showers	15	1	1		1			1	1			1	1	1	1	1	1	1	1
Trash receptacles	20	1	1		1			1	1	1	1	1	1	1	1	1	1	1	1
Children's play area	4	1			1							1	1						
Children's riding/training area	10	1			1			1		1		1					1	1	1
Map of trails	28	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
MX practice area	7	1		1	1			1		1	1	1	1						
Hill climb area	7	1			1	1		1		1		1	1						
Loading ramps	14	1			1	1	1			1	1	1	1	1	1	1	1	1	1
ATV storage area	4				1							1	1						1
Other:																			
<i>pool/pond</i>	1	1																	
<i>food & drink</i>	2											1						1	

LAND SALE #1

LOCATION: T34 MD, ME
TYPE OF PROPERTY: Vacant Land

LEGAL DATA

GRANTOR: Rene Bernard
GRANTEE: Lyme Timber
COUNTY REGISTRY: Hancock County, ME
BOOK/PAGE: 3455 / 228 DEED TYPE: Warranty
DATE OF SALE: 11/18/02 DATE RECORDED: 11/18/02
SALE PRICE: \$935,000 UNIT PRICE: \$162/Acre
STAMPS: n/a
FINANCING: Conventional
PROPERTY RIGHTS
TRANSFERRED: Fee Simple

EASEMENTS OR
RESTRICTIONS: Accessible by ROW
CONFIRMATION: Grantee, Tom Morrow
CONDITION OF SALE: Arm's Length

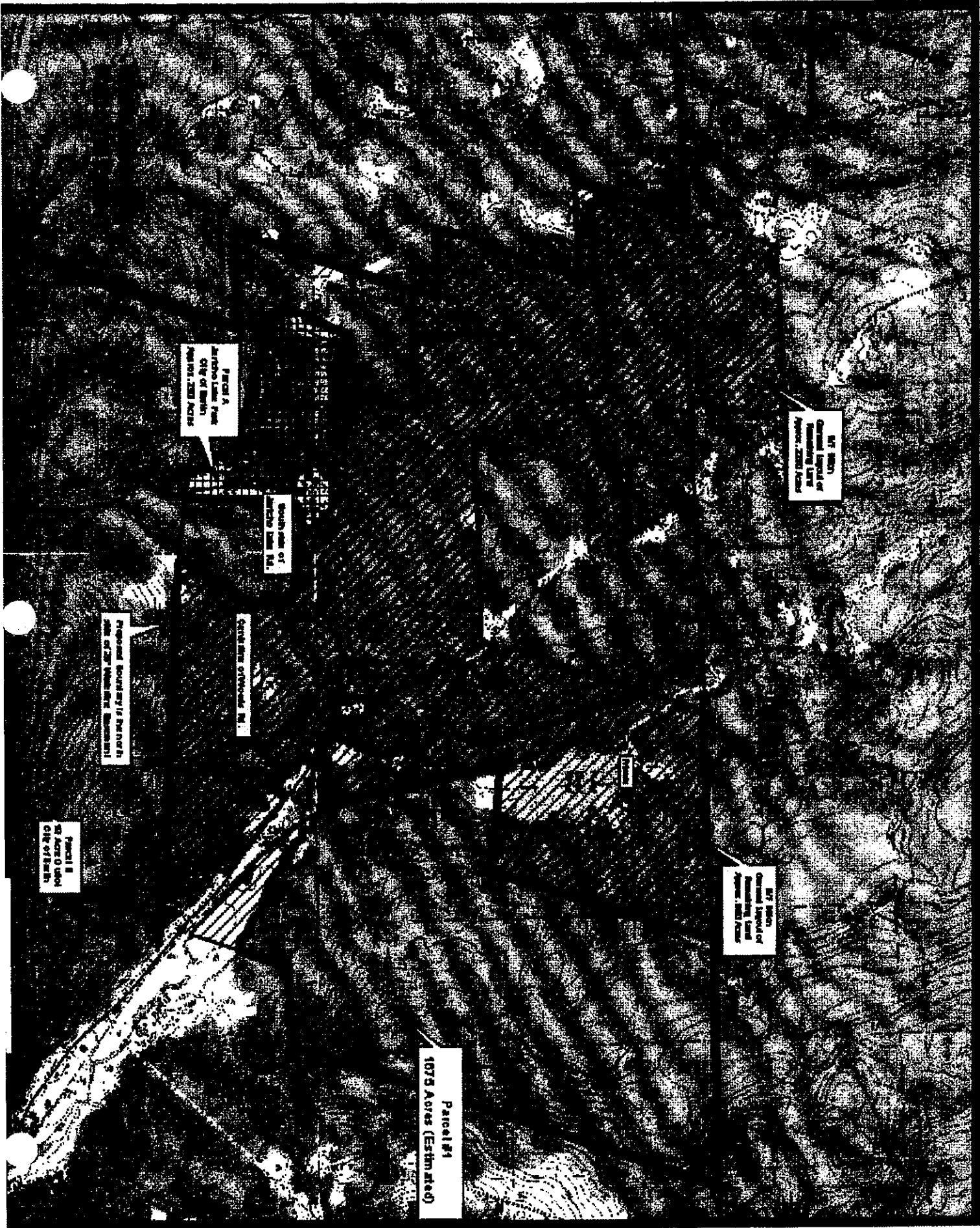


#1 and #5, both were sold by the John Hancock Mutual Fund at a time when one of its major investors, the "CALPERS" pension fund based in California, sought to liquidate its timberland holdings. As a result, Hancock put 212,000 acres, virtually its entire northern New England holdings in New Hampshire, Vermont and Maine, up for sale. Generally, these properties were sold at below market prices, in light of the divestment pressures with Hancock. An example of this sell-off was the purchase of a portion of the appraised property, as described in the "Ownership History" section. As described previously, This purchase was recorded on August 11, 2003, and comprises a sale from John Hancock Life Insurance Company, to Thomas and Scott Dillon, as recorded on Book 1044, Page 520. According to the recording documents, this transaction comprised approximately 8,485 acres, and was purchased for \$3,030,100. This transaction represents approximately \$357/acre, which is considered somewhat below market for a property of this type, as John Hancock was in the midst of a "liquidation" sale of over 212,000 acres at the time. This conclusion is also supported by the fact that (with the TCV on the property at the time approximating \$475/acre), the purchase results in a sale price to timber capital value ratio of approximately 75%. Typically, tracts in this size range trade with ratios approximating 80% -85%. A comparison of these two ratios, suggests a discount of approximately 10% from what might be expected in a more typical market-oriented transaction. Therefore, a 10% upward adjustment was made to Sales #1, #5 and #6 to account for the circumstances that surrounded these two sales.

Finally, as previously discussed in the "Ownership History" section, Sale #6 (a portion of the subject property) was also purchased at a discount due to a lengthy marketing period and then a deal collapsed because the buyer was sent to Iraq, and was not able to complete the purchase. As a result, we have a very willing seller, a sophisticated buyer, and a 10% upward adjustment was made to Sale #6.

MARKET CONDITIONS (TIME)

Historically, timberland values have remained fairly steady and few, if any, time adjustments were considered supportable due to the relatively minor increments in time between the date of a sale, and the respective date of an appraisal. However, consistent with the preceding discussion in the *Northern Forest Lands Region and Market Analysis* section, a distinct upturn in the number of timberland sales has been observed over the last several years, indicating a more active market overall. It is a market that is being increasingly defined as one with an uncertain supply of available land and growing competition amongst buyers for these large properties, a



Parcel A
Archeo Lake Park
City of Birch
10705.233 Acres

Lot 1000
South Side of
Archeo Lake
10705.233 Acres

South side of
Archeo Lake

Proposed boundary is between
Archeo Lake and
Archeo Lake Park

Archeo Lake

Parcel B
59 Acres 0.0000
City of Birch

Lot 1000
South Side of
Archeo Lake
10705.233 Acres

Parcel #1
1075 Acres (Estimated)

5625 Acres (Estimated)










Berlin Forest

CLARENCE QUINN

UNIVERSITY
OF NEW HAMPSHIRE



Legend

-  Proposed -Dillon to State of NH-DIREC
Recreational Trail Site-Approx. 7,200 Acres
-  Dillon Property-Approx. Remaining Lands
-  City of Berlin Property (General locations)-Approx. 303 Acres
-  White Mt. National Forest Boundary
-  Proposed 30' Wide Recreational Trail Corridor Easement
Approx. 0.6 Miles total
-  Approx. 4.2 Miles-Southwest Side of Route 118
-  Approx. 2.4 Miles-Northeast Side of Route 118
Approx. 24 Acres
-  Existing Trails
-  Tax Map Lot Lines on Dillon-Remaining Land

For statistical purposes please use the location data as shown in this photograph only
(Do not use as a basis for any other work)

State of New Hampshire
Dept. of Resources & Ecosystems Dev.

DRAFT

Proposed Recreational Trail Site Berlin, New Hampshire



This is a general layout of parcels for planning purposes only. This is not based on a survey plan and all information should be considered approximate.



Revised: Sept. 30, 2005

**NEW HAMPSHIRE STATEWIDE TRAILS ADVISORY COMMITTEE
MEETING MINUTES FROM February 24, 2005**

MEMBERS ATTENDING

- Chris Ward-NH Off-Highway Vehicle Association
- Paul Gray-Bureau of Trails
- Tom Jameson-NH DOT Bike/Ped Coordinator
- Andrew Norkin-Appalachian Mtn Club
- Gayle Beaudoin-NH Horse Council
- Tom DiMaggio-NH Mushers Association
- Jack Waldron-Society for Protection of NH Forests
- Jeff Balch-NH Snowmobile Association
- Judy Silva-NH Municipal Association/LGC
- Julie Perron-NH Farm Bureau Federation
- Kevin Larkin-White Mtn National Forest
- Tom Thomson-Landowner Representative
- Rep. David Russell-NH House of Representatives
- Jack Chapman-Mountain Bikes

STAFF

- Chris Gamache-Bureau of Trails
- Bob Spoerl-Bureau of Trails

GUESTS

- John Mangan-Windham Rail Trail Alliance
- Roland Martel-Allenstown, NH
- Armand Verville-Allenstown, NH
- Mark Samsel-Windham Rail Trail Alliance
- Andrew Walters-ATV Free NH
- Sherri Walters-ATV Free NH
- Ann & Marc Davis-Springfield, NH
- Robert Litteruex-NH Horse Council Trail Representative

Open Meeting

The meeting opened at 7:02pm. Tom D. welcomed committee members & guests and welcomed Tom Thompson to the committee as the Landowner Representative. Tom T. was asked to introduce himself and Tom D. asked everyone to introduce themselves and the community or organizations that they represent.

Review Minutes

Minutes were reviewed from October 21, 2004 meeting. No additions, deletions or changes made. Motion to accept by Jack W., Second by Kevin L. Minutes accepted.

OHRV Update

LEGISLATION: There are approximately 14-18 bills relating to trails issues. HB 342 may have impacts with STAC later on. The bill is to create a study commission on the barriers to developing ATV trails. Bureau has recommended to a bill sponsor and the RR&D Chairman that instead of making a new commission, whose membership is proposed to be very similar to the STAC membership, they task the STAC with gathering input and making recommendations to the legislature. A quick summary of the NHSA bill to separate snowmobiles from the OHRV statutes was given, but there is no bill number yet. Tom T. gave a summary of two bills he worked on

drafting: SB 156 would make it a class B felony if you cause more than \$1,000 worth of property damage with an OHRV. F&G supports it as a penalty for a second offense, which is fine. SB 188 would allow landowners to build certain structures on lands that do not abut a public road (agricultural & forestry structures). Currently it is not fair to landowners because they cannot fully use their lands for certain uses. Bureau has asked recreational structures to be added. Tom owns over 1000 acres that are inaccessible because of the AT and the family wants to build a sugar shack. Questions of balance for municipalities. This sort of thing does still bring up emergency service questions and balances with development on class VI roads issues. SB 121 was of extensive discussion; primarily the second section regarding exempting ATV trails on private lands from site plan review requirements. DRED has not met to take an official position yet, but has supported this same language in past two years. Extensive committee discussions ensued; all trails should have equal consideration. Snowmobiles are not an issue, only ATVs. Landowners should have that control. If people come to your property do a need a site plan review? If so, should be the same for any activity on private lands. ATV park vs. ATV trails; towns should not have input on trails. All trails would close with this kind of control.

Lyndeborough vs. preemption laws: Towns can regulate operation, but landowners control siting of trails on their lands. Superior Court felt this was the case, but Supreme Court felt legislature has not given clear direction on their intent and as such state laws do not preempt local control. Towns would still have ordinance control of use.

Discussion focus turned to criteria/controls of trail locations on private lands. State lands are held to a higher standard for all activities; forestry, hiking trails, events, beaches, etc. All state environmental laws are the criteria for trail locations on private lands. Wetlands laws, etc still apply. Landowners have put the majority of their investments into their land. The more regulations put on them the greater the burden on them and their legacy in the future. Developers are contacting more and more large landowners. If more local regulation is heaped onto the private landowner the greater the chance they will say enough and sell to developments. And, do public trails need oversight because they are open to the public? Chairman asks to end due to time constraints.

Recreational Trails Program

REAUTHORIZATION & GRANT SELECTION: Chris G. gave the committee an update on the status of reauthorization for the next highway transportation bill. There is still no final version on a highway-spending bill. The federal government is still running on an 8-month continuing resolution, which will run through May. We currently have been apportioned 8 months worth of RTP funding, however neither the federal RTP coordinator nor states know what the actual funding levels are yet. A House Bill has been introduced that will increase the overall RTP funding levels for the next six years, however there is no information on how quickly this bill will move or when a Senate Bill will be introduced. A quick summary of the RTP program was given and this years applications: 58 received (last year was 70). Over 100 organizations attended grant workshops. Non-motorized applications outnumber the other categories, as usual. Grant awards for some organizations may be delayed due to unknown funding levels at the time of grant scoring. Grant selection team volunteers were solicited and received. A date for grant scoring will be set up for March and results reported back to STAC at the April meeting.

Heritage Trail

City of Concord is hoping to work toward a section of the Heritage Trail, but is having issues with one landowner. They hope to have issues resolved this spring and work toward finishing the trail section this summer.

New Business

ROLE OF THE STAC? Andrew N. asked the committee for their input on the committee's role and function for trail review and planning and perhaps provide input on trail projects. A copy of the enabling legislation for the STAC, RSA 216-F:5 was distributed to the committee for review. AMC's concern and question is relating to the situation of the snowmobile trail around their Highland Center and the resulting court case. Would this committee have been able to help remediate or have input on the project? Committee members noted that this comes back to the previous discussion regarding landowner permissions for trails. Neighbors don't have to agree on uses. The landowners should determine trail uses and locations, not municipalities or state unless they are the landowners. Should trail issues on state lands follow a process similar to that on the National Forest? Tom D. noted that this committee is tasked with a general advisory role, not one of site-specific trails. The committee looks at statewide impacts and issues. Another committee member commented that this specific trail near Crawford Notch would not have been an issue if there were still only bunkhouses there, but is now it is an issue because of the new Highland Center and that the AMC has traditionally not been tolerant with motorized recreation or other trail users, including mountain bikes. Other trail users should not be expected to bend to the wants of this organization. A guest commented that the AMC should have a right to peace and quiet.

Old Business

WHITE MOUNTAIN NATIONAL FOREST PLAN UPDATE:

Kevin L. informed the committee that the review of comments on the draft plan/EIS is preceding, but it is a slow and very involved process. They received over 6,500 letters on the plan. He thanked committee members and guests that submitted comments on the plan. The Forest hopes to have a final EIS and Plan in late summer or early fall. The process to this point was started in late 1990's and currently has 5 full-time staff dedicated to it, as well as about 12 members of an Interdisciplinary Team with 1/2 to 2/3 of their time dedicated to this plan. Shelf life of this plan is set for 10-15 years, however it is meant to be a "living" document that amendments could be made to. It takes about 6-8 years to get a new plan. The Forest can change/amend its preferred alternative within the range of any of the 4 alternatives. However, if they choose to go outside of the limits/parameters of any of the existing 4 alternatives it would require a supplemental EIS. The new draft Accessibility guidelines from the Forest Service were anticipated and this plan & should be fine with the current regulations.

STATEWIDE TRAIL PLAN UPDATE: Tom J. was asked to update the committee on the status of this report. Tom noted the final draft is in the Commissioner's office for review and approval. He hopes that an approved document will be available by the April meeting.

Other Business:

Additional time was available for more questions from committee members or guest.

DILLON PROJECT:

Jack W. asked for an update on the appraisal of the Dillon property. Appraiser has requested 2 additional weeks on the project. DRED should have it early/mid March and begin negotiations with landowner. The other delay is the EIS for the Federal Prison, which is delayed until April. One possible site is a portion of this property. Plan would be to have Governor & Council package for purchase of the property ready this spring.

INTRODUCTION OF NEW EQUESTRIAN REP:

Gayle B. introduced Bob L'Heureux who is a new trails representative for Horse Council. He is also trying to develop a trails information clearinghouse for all types of trail.

GUEST QUESTIONS:

Further questions asked about the municipal part of SB 121 and shouldn't towns be able to comment on trail locations? Multiple comments on both sides of the issue given including:

landowners should be the regulation authority for trails on their property, Further regulations will only encourage landowners to not allow public access and look to development, A land use balance is needed between no regulation and total regulation, rights of others for quiet & safety when encouraging others to use your land (roadside parking, restrooms, etc), what about garbage and restrooms? Isn't this question the same for all recreational uses? Timber cutting does not require site plan review or abutter notification but it, and other activities, can have abutting impacts. Why is this recreational use singled out?

Next Meeting

The next meeting will be Tuesday, April 26, 2005 at 7pm in the DRED conference room.

Motion to adjourn by Jack C., seconded by Rep. David R. Adjourned at 8:35pm.

Minutes to be approved at next STAC meeting.

**NEW HAMPSHIRE STATEWIDE TRAILS ADVISORY COMMITTEE
MEETING MINUTES FROM April 26, 2005**

MEMBERS ATTENDING

- Chris Ward-NH Off-Highway Vehicle Association
- John Summers-Equipment Retailers
- Tom Jameson-NH DOT Bike/Ped Coordinator
- Heather Clish-Appalachian Mtn Club
- Gayle Beaudoin-NH Horse Council
- Tom DiMaggio-NH Mushers Association
- Jack Waldron-Society for Protection of NH Forests
- Dennis Laliberte-Educators
- Judy Silva-NH Municipal Association/LGC
- Kim Fortune-NH Farm Bureau Federation
- Rhonda Henault-OHV Users
- Cheryl Killam-Gov. Commission on Disability
- Rep. David Russell-NH House of Representatives
- Jack Chapman-Mountain Bikes
- Greg Placy-NH DOT

STAFF

- Chris Garnache-Bureau of Trails
- Bob Spoerl-Bureau of Trails

GUESTS

- John Mangan-Windham Rail Trail Alliance
- Roland Martel-Allenstown, NH
- Armand Verville-Allenstown, NH
- Curtis Barry-Dupont Group
- Andrew Walters-ATV Watch
- Sherri Walters-ATV Watch
- Ann Davis-Springfield, NH
- Tom St. Martin-Candia, NH

Open Meeting

The meeting opened at 7:02pm. Tom D. welcomed committee members & guests and asked everyone to introduce themselves and the community or organizations that they represent.

Review Minutes

Minutes were reviewed from February 24, 2005 meeting. No additions, deletions or changes made. Motion to accept by Rhonda H., Second by Jack W. Minutes accepted.

OHRV Update

Safety/Education Presentation by NHOHVA: Chris W. gave a 10 minute presentation to the committee about safety and environmental education programs/outreach that the OHV Association is doing to try to educate ATV and Trailbike users. Programs include a volunteer trail patrol that is focused on peer oversight of trails and educational outreach, a Sound Awareness Campaign to educate users about the noise their machines emit and how to keep their machines quiet, the new Safety Education Trailer that is brought to events to get educational material distributed and the rider education display that teaches kids proper riding mechanics and how to ride the machines and the newest initiative to bring the NOHVCC Adventure Trail

program to NH. This program has 10 educational posters that are put up to get messages out about rider ethics and environmental education. The Association is hoping to mail out an educational brochure to all riders that have a NH registration to try to get the word out about proper etiquette, NH laws and environmental issues in NH. He asked for input from committee members that might help the association in its efforts. Chris was congratulated on the Associations efforts to make a genuine effort to try to make a positive difference. Brief discussion of noise decibel (db) levels and enforcement. Bob S. gave out a sheet of the general db levels of everyday occurrences for comparison.

Recreational Trails Program

REAUTHORIZATION STATUS: Chris G. gave the committee an update on the status of reauthorization for the next highway transportation bill. There is still no final version on a highway-spending bill. The federal government is still running on an 8-month continuing resolution, which will run through May. We currently have been apportioned 8months worth of RTP funding, however neither the federal RTP coordinator nor states know what the actual funding levels are yet. It is anticipated that another continuing resolution will be passed to get everyone through the next few months.

Heritage Trail

City of Concord is still working toward a section of the Heritage Trail, but issues with several of the landowners have forced a change in their plans. Trail will be designated along Fort Eddy Road in Concord instead of a new trail behind the plazas. Future hope is to connect southward to exit 13 also.

Old Business

LEGISLATION: Rep. Russell briefly discussed the subcommittee meeting earlier today on SB 121 and the quandary that the committee and legislature is in regarding what would ultimately turn out to be a veto power for Allenstown over public lands. Committee wants to see good legislation, not to put it off or ITL it. He welcomed input from committee members and noted there will be a subcommittee work session next Wed morning at 10am. The House RR&D Committee passed SB 5 today (study commission for state park system).

STATEWIDE TRAIL PLAN UPDATE: Tom J. noted the final draft was signed and approved yesterday. There are a few minor changes and then it will be printed. DOT hopes to have it available in about a month. A copy will be mailed to committee members. It will be a good document for NH. Focuses primarily on state-owned rail trails, bicycle facilities and bike/ped corridors. It will be used as guidance for state-owned rail corridor issues. Federal rail report is also out now (Rails-with-Trails, Lessons Learned). This document will be very valuable in guidance and ideas on developing rail trails.

DILLON PROJECT:

Jack W. asked for an update on the appraisal of the Dillon property. Appraisal is in and DRED is awaiting negotiations with landowner. EIS for the Federal Prison is still not completed and that is holding up the project a bit. One possible site is a portion of this property. Would hope to be able to identify funding and have things moving this summer.

LANCASTER TRAIL ISSUE:

Jack W. inquired as to a recent newspaper article regarding a Lancaster snowmobile club that is involved with wetlands issues and their citing of working within BMP standards. Did they misinterpret the BMPs or did the manual not advise about permits? The BMP manual does reference the need for permits and is used to help determine the most appropriate erosion control and wetlands crossing methods. The BMPs were updated in 2004. Copy of the BMPs was given to committee members. A quick summary of the news article was given to the committee. This is more than a wetlands issue. The other issue is in regards to class VI road status. Is the trail a

) town road or private land? Town attorney is researching for an answer. Lengthy discussion about Class VI roads and the difficulties involved with issues surrounding them. Greg P. provided valuable input as to road classifications and additional issues involved with non-maintained public roads.

New Business

DOT BRIDGE REQUESTS: Tom J. told the committee that DOT received a call from one of their contractors that was approached by a snowmobile club that wanted to buy a steel bridge to put on the abandoned rail corridor from Allenstown to Pembroke. The bridge is about 90' long and 6-7' wide. Is that width bridge too narrow for snowmobiles or for other trail users on a multi-use trail? Did anyone have any input or knowledge of this project. Generally, that is a fairly narrow bridge for a snowmobile trail and it would also be substandard for non-motorized trail users to pass each other also. The bridge abutments have potential issues with them and the trail dead ends on both sides. Any proposed bike route would use surface roads, not the rail trail. Armand V. informed the committee that the contractor owned the bridge and that a pedestrian bridge was part of a deal for another bridge project in town, to keep pedestrians away from the road. Tom asked if the committee gives input on projects such as this or to outside groups? Typically, no. This committee has generally not focused on a project-specific basis. We would have to meet much too often.

GUEST QUESTIONS:

Is Bureau currently looking at ATV trail potential on any other state parks or rail beds, other than Berlin project and Bear Brook review? Nothing else is on the table at this time.

Jack W. will work on providing a presentation from the Forest Society at the next meeting. If unable to do so, Heather C. would be willing to give a presentation about current AMC programs.

) **Next Meeting**

The next meeting will be **Tuesday, September 13, 2005** at 7pm in the DRED conference room.

Motion to adjourn by Rhonda H., seconded by Heather C. Adjourned at 8:13pm.

Minutes to be approved at next STAC meeting.