

AGREEMENT BETWEEN
TOWN OF BETHLEHEM, NEW HAMPSHIRE
AND
TOWN OF FRANCONIA, NEW HAMPSHIRE
AND
TOWN OF SUGAR HILL, NEW HAMPSHIRE

**RELATIVE TO
PROFILE COMMUNITY TRAIL (PCT) PROJECT
(ALONG NH 18 AND OFF ROAD-TRAILS)
AND SHARING THE COSTS THEREOF**

WHEREAS, the Town of Bethlehem, New Hampshire (“Bethlehem”) is a municipal corporation duly organized and existing under and in accordance with the laws of the State of New Hampshire, having a mailing address of PO Box 189, Bethlehem, New Hampshire, 03574; and

WHEREAS, the Town of Franconia, New Hampshire (“Franconia”) is a municipal corporation duly organized and existing under and in accordance with the laws of the State of New Hampshire, having a mailing address of PO Box 900, Franconia, New Hampshire, 03580; and

WHEREAS, The Town of Sugar Hill, New Hampshire (“Sugar Hill”) is a municipal corporation duly organized and existing under and in accordance with the laws of the State of New Hampshire, having a mailing address of PO Box 574, Sugar Hill, New Hampshire, 03586; and

WHEREAS, the New Hampshire Department of Transportation (NHDOT) has established Transportation Project 44160 (the “Project”), with a budget of five hundred and twenty-four thousand and sixty two dollars and fifty cents (\$524,062.50), of which eighty percent (80%) of eligible and documented project costs will be reimbursed by NHDOT as a pass through from a 2023 Congressionally Designated Spending (CDS) federal earmark (Demo ID: NH097), and the remaining twenty percent (20%) will be the responsibility of Bethlehem; and

WHEREAS, Bethlehem, Franconia, and Sugar Hill have each entered into a Four-Party Project Agreement with the NHDOT for Project No 44160, which defines the duties and responsibilities of each municipality and the NHDOT.

WHEREAS Bethlehem, Franconia, and Sugar Hill desire to work together to accomplish said Project and to receive said funds from NHDOT.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Bethlehem shall designate a full-time town employee as the project’s Person in Responsible Charge (PIRC). The PIRC shall be responsible for oversight and coordination of the Project and be certified in the NHDOT Local Public Agency training program. The PIRC services shall be provided by Bethlehem at no additional expense to Franconia or Sugar Hill.

2. Franconia shall designate a project liaison (“Project Liaison”) with the authority to make project-related decisions regarding Franconia’s portion of the improvements. The Project Liaison will be the single point of contact between Franconia and the PIRC, and shall be responsible for obtaining any and all required approvals from the Franconia Selectboard, Franconia Planning Board, Franconia Town Meeting or other regulatory body, for the project.
3. Sugar Hill shall designate a project liaison (“Project Liaison”) with the authority to make project-related decisions regarding Sugar Hill’s portion of the improvements. The Project Liaison will be the single point of contact between Sugar Hill and the PIRC, and shall be responsible for obtaining any and all required approvals from the Sugar Hill Selectboard, Sugar Hill Planning Board, Sugar Hill Town Meeting or other regulatory body, for the project.
4. The scope of Engineering Services shall include opportunities for public engagement within all three municipalities. The design consultant will conduct public meetings for each Town during the Preliminary Engineering Phase.
5. Neither Franconia nor Sugar Hill shall be responsible for the twenty percent (20%) toward the actual costs of the Project as a “Local Match,” including any mutually agreed upon change orders that maybe required to complete the original Project scope.
6. Bethlehem, in accordance with the above-mentioned four-party agreement with NHDOT, will serve as the Project Sponsor. As Project Sponsor, Bethlehem will be responsible for initially paying all project-related expenses, including but not limited to the engineering, design, and construction phases. Monthly, Bethlehem will seek reimbursement from the NHDOT for actual expenses incurred for the Project.
7. As it is understood that the funds for this project will be used for engineering and design, and not for right-of-way or construction, the Towns acknowledge that there is no on-going responsibility for the operation, maintenance and repair of the improvements located within their respective jurisdictions.
8. This Agreement may be amended upon mutual written agreement of the Parties.
9. In accordance with RSA 53-A, this Agreement shall be submitted to the Office of the Attorney General for review and approval. The parties agree to amend this Agreement as may be required by the Attorney General.

Town of Bethlehem, New Hampshire
By its Board of Selectmen

Date: _____

By: _____

Nancy Strand, Chair
Duly authorized

Date: _____

By: _____

Duly authorized

Date: _____

By: _____

Duly authorized

Town of Franconia, New Hampshire
By its Selectboard

Date _____ By: _____

Town of Sugar Hill, New Hampshire
By its Selectboard

Date _____ By: _____