

01 DEPARTMENT OF AGRICULTURE, CONSERVATION AND FORESTRY

670 BUREAU OF PARKS AND LANDS

Chapter 18: ATV MUNICIPAL/COUNTY GRANT-IN-AID PROGRAM

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**INFORMATION AND GUIDELINES  
MUNICIPAL /COUNTYGRANT-IN-AID PROGRAM**

RE: *Administration of Grants-In-Aid to Municipalities/Counties for ATV Trails and Facilities, M.R.S.A., Title 12, Section 1893 (1)(B) and Section 1893 (2)(A&B) PLEASE READ!!!*

Enclosed is a packet that explains the Bureau of Parks & Lands Grants-In-Aid Program to municipalities and counties. Under the terms of the ~~municipal~~ grant, the State can cost share up to but not exceed the rate of 70% State 30% local match. All trail plans will require approval by the Bureau and a determination will be made at that time on what formula will apply. The approved percentage could change annually depending on available funds and the size of any one project.

All applications for assistance with trail development and/or maintenance during the ATV season must be submitted to the Bureau of Parks & Lands no later than May 30. Trail development is considered creating NEW trail, rerouting trail, constructing new bridges, or parking facilities. Included in this packet is a sample copy of a use permit which may be used to obtain authorization to cross private property. This type of authorization would meet the requirements of the Bureau of Parks & Lands when reviewing your request for assistance. Also included is a sample Project Certification, Project Description, Application, Agreement, and Reimbursement Request.

**I. PROCEDURES FOR APPLYING FOR A GRANT**

A. The following materials must be submitted when requesting assistance for an ~~municipal~~ ATV trail project. All materials should be originals with original signatures, except the map providing the project location.

(1) **Project Certification** - This must be typed on ~~municipal~~ letterhead, using the enclosed sample as a guide. Insert the proper wording that applies to your community wherever indicated by BOLD PRINT IN PARENTHESIS on the sample. It must be signed by the appropriate ~~municipal~~ officers (Example: selectmen, town or city council, etc.) This assures us that the legislative body of the ~~municipality~~ approves of the proposed project and the requesting of financial assistance.

(2) **Project Description** - A detailed description of the proposed project must be submitted before we can give the project funding consideration. The description must include ALL work, type and cost of necessary equipment, personnel required and resources available for the project. It must also include a breakdown of the material costs, estimated number of hours for labor equipment and the hourly rate to be paid. The cost of purchasing capital equipment items (\$500.00+) is not reimbursable. If the project is to be contracted, the contract should specify the responsibilities of the contractor, the method of payment including the maximum amount and a copy forwarded to this office. We recommend a per hour rate for contracts if that is the way the work will be completed. The construction of bridges requires permits or

notification to LUPC or DEP. Copies of these notices are required if you want State funding assistance.

- (3) **Map** - A map of the proposed ATV trail project. The map should be a topographical map if at all possible to enable us to determine the terrain and other natural features. In any event, the scale of the map submitted should be equal to the topographical map or greater. The map must show the proposed trail, water crossings, if any, opportunity for expansion, relationship with existing trails in surrounding areas and number of miles existing in your project. If you are to use the map on file with last years project, you must notify us IN WRITING. This may be included on the Project Description (see sample).
- (4) **Landowner Permission** - If the request for financial assistance is for use and minor maintenance of existing trail we will accept a letter certifying that all landowners over whose land the trail passes have been contacted and have granted permission, (this may be a part of the Project Description - see sample). However, in the event that the application is requesting financial assistance for development of new trail or major construction on existing trail, landowner permission must be in writing for the areas to be developed.
- (5) **Application** - The application must be completely filled out and signed by the person given the authority in the Project Certification.
  - a. The estimated costs specified on the application may include administrative costs incurred in obtaining land use permits but not costs of same if a fee is paid for use of the land.
  - b. Cost of the actual development of new trail or improvements to existing trails, including related facilities.
  - c. Cost of maintaining the trail, parking areas, trail signs, enforcement of trail rules and Maine statutes.
- (6) **Agreement** - ~~The signed agreement may be sent with the original application or held until notification of the application's approval by the Bureau of Parks & Lands. Then~~ The municipality/County must submit the original agreement between the State of Maine and the municipality/County. One signed copy will be returned to the town/municipality/county. Approval of the grant will be expedited if the signed agreement is ~~sent~~ submitted with the grant application.

## II. REIMBURSEMENT

A request for reimbursement can be submitted on a monthly basis or at the end of the season, whichever best suits the desire of the municipality/county. We prefer that they be submitted monthly because we can conduct our review much more quickly at the end of each month than if submitted for an entire season. It is also an advantage ~~to the municipality~~ if the requests are submitted monthly because they will only have to have their portion of the money in a fund rather than the entire amount in order to pay the bills. In any event, THE FINAL REIMBURSEMENT REQUEST MUST BE SUBMITTED NO LATER THAN NOVEMBER 30TH of the year in which the project was operational. Reimbursement requests that are POSTMARKED after November 30th will forfeit state reimbursement.

Requests containing items not preapproved on the Project Description or by letter, will lose reimbursement by the State for those items. The method of filing for reimbursement is as follows:

- (1) One copy of the Request for Reimbursement completed as per the terms of the grant. A sample is provided in the packet for your reference.
- (2) Copies of all receipts substantiating payment of expenditures reported or a copy of the town warrant on which the payment was made or an invoice marked paid. (See sample enclosed). Worksheets are not invoices or receipts.
- (3) A worksheet must be used by the project director as work is performed or purchases made and a copy of that must be forwarded with the reimbursement request. This should describe briefly where the work is done by site location or trail number.
- (4) The reimbursement request must be signed by the person to whom the ~~town~~ municipality/county gave the authority to submit the application requesting financial assistance. (See Project Certification).

Upon receipt of the reimbursement request, it will be reviewed by the ATV Program, Bureau of Parks & Lands, to ensure compliance with the terms of the grant and if so, reimbursement will be made on basis of the previously approved percentage of the cost for the work performed during the dates covered by the reimbursement request. All expenses incurred during the period covered should be included on the appropriate request for reimbursement and not carried over to a later request.

## ATV TRAIL DESIGN AND CONSTRUCTION GUIDELINES

1. **ATV Trails**
  - (a) The minimum trail width should be 5 feet unless where otherwise specifically exempted.
  - (b) Brush will be cleared from an area at least 1 foot outside the trail edge.
  - (c) A height of not less than 7 feet above the trail will be cleared of brush.
  - (d) Sustained grades and slopes will be a maximum of 30%. Grades of less than this are preferred to prevent problems caused by erosion.
  - (e) All signs will be of the same design as that which is approved and used by the Bureau of Parks & Lands. (Signs may be available from Parks & Lands upon request).
2. Any brush or hanging branches at road crossings should be cut back to provide adequate visibility in both directions. Warning signs should be installed on the trail at a sufficient distance to warn ATVers of road crossings. Request for signs along the highway will follow the policy as published by the Department of Transportation.
3. When the trail approaches or exits a steep slope or grade, the trail should be straight for sufficient distance to make a safe entrance and exit.
4. The topography and land characteristics should be of a varied nature to hold the users interest and to create a reasonable degree of challenge.

5. Proper layout, development, and maintenance of the trail is extremely important for usability and enjoyment of the user. This will also help avoid major environmental impacts and associated problems.
6. If stream or river crossings are necessary, bridges at least 5 feet wide must be provided. Permits with LUPC or DEP will usually be required to build bridges on navigable streams or rivers.
7. Trails should avoid traversing steep side slopes if at all possible. This type of trail requires a lot of work to lay out and is expensive to maintain.
8. Trails should be laid out in such fashion that they avoid any areas of anticipated conflict such as tree plantations, nurseries, conflicting uses, or any areas on which trail development may be damaging.

Failure to follow the previously listed guidelines or to properly fill out all necessary forms and permits may result in the forfeiture of some or all monies available in this grant. The state may withhold all or any part of the monies which might be payable to municipalities/counties by this or other state programs by invoking the provisions of Title 5 M.R.S.A. §133. If you have further questions, please contact:

Department of Agriculture, Conservation and Forestry  
 Bureau of Parks & Lands  
 Off-Road Vehicle Division  
 ATV Program  
 Station #22  
 Augusta, Maine 04333-0022  
 Tel: (207) 287-4958

## AGREEMENT

### **Municipality/County Grant-In-Aid Program**

THIS AGREEMENT, MADE THIS \_\_\_\_ day of \_\_\_\_\_ 20\_\_ , between the State of Maine acting by and through the Director, Bureau of Parks & Lands, hereinafter referred to as the State and hereinafter referred to as the Municipality/County.

### **Municipality/County:**

WHEREAS, the Municipality/County desires to establish, construct and maintain a public ATV trail system and,

WHEREAS, by M.R.S.A. Title 12, Section 1893 (1)(B), the Bureau of Parks & Lands is authorized to make grants-in-aid to Municipalities/Counties from the monies in the ATV Recreational Management Fund.

NOW THEREFORE, IT IS AGREED between the parties hereto: The State agrees to reimburse the Municipality/County of the cost of trail acquisition, development, and maintenance pursuant to and in accordance with this Agreement. In no event shall the total liability of the State under this Agreement exceed in the aggregate sum of \_\_\_\_\_ without the prior written consent of the State. This Agreement is subject to the following terms and conditions.

- A. The Municipality/County shall not be entitled to any reimbursement hereunder with respect to any proposed trail unless the entire trail plan shall have been approved in advance as hereinafter provided by the Supervisor of the ATV Program, Department of Agriculture, Conservation and Forestry, Bureau of Parks & Lands.
1. The Municipality/County shall submit to the Supervisor of the ATV Program, Bureau of Parks & Lands, the following trail documentation (hereinafter called the "trail plan"):
- a. A topographic map or a local tax map designating to the satisfaction of the State, the location of the proposed trail system over all lands, including public and private. Where the State so requests parcel number shall be assigned to each parcel and a distinction made, on the map, between the private landowners and public lands over which the trail is proposed to go.
  - b. A list of landowners and parcel numbers corresponding to the map of the land owned by each as requested.
  - c. A work plan for the proposed trail. The work plan when accepted by the State, shall constitute the obligation of the Municipality/County to do all things contained in the work plan ~~at the municipalities' expense~~, as if said work plan were a part of this Agreement.
 

The work shall provide the following:

    1. Clearing, developing, and maintaining trail;
    2. Providing and maintaining parking areas where appropriate;
    3. Erecting signs which are approved by the Bureau of Parks and Lands. Sign material content, location and erection shall be strictly in accordance with guidelines and recommendations of the Bureau of Parks & Lands;
    4. Providing information as to the estimated number of signs needed of each denomination;
    5. Providing for adequate sanitary facilities, and picnic areas as appropriate.
    6. Providing for trash receptacles and regular pickup of trash deposited (no less frequent than weekly);
    7. Removing all signs, posts or other related facilities after the season if required by the landowners or by the State;
    8. Enforcement of trail rules/regulations and Maine statutes.
  - d. Designation of an individual or agent of the Municipality/County to serve as administrator of the program hereunder.
2. The Municipality/County may make any revisions in the original trail plan necessary to make the plan acceptable to the Supervisor of the ATV Program.

3. Any approval of the trail plan by the Supervisor shall be in writing to the person appointed by the Municipality/County as administrator of the trail.
  4. The Municipality/County shall strictly adhere to the terms of the approved trail plan and shall not amend, revise, or alter the same without written approval of the Supervisor of the ATV Program.
  5. The provisions of Title 5 M.R.S.A. §4572 regarding nondiscrimination in employment are hereby incorporated into this Agreement by reference as if the same were set out in full herein, and the Municipality/County agrees to comply therewith.
- B. The Municipality/County shall provide copies of any permits that are required by law to the Supervisor of the ATV Program before approval can be given for the proposed trail plan. (Examples: Health and Human Services Sanitary Facilities, DEP, LUPC, (if proposed development is in the unorganized area of the State), etc.
- C. Subject to budgetary and staff limitation, the State shall provide reasonable technical assistance to the Municipality/County in the development of ATV trails and related facilities.
- The State agrees to reimburse the Municipality/County on the basis of \_\_\_\_\_% of all costs directly related to the acquisition of easements, development and maintenance of ATV trails, subject to the terms of this Agreement.
1. The costs incurred must be in accordance with the trail plan as approved by the Supervisor of the ATV Program and any approved revision thereto.
  2. The Municipality/County may acquire land by easement, lease or permit. Any trail easement, lease or permit shall be for such term as is necessary, in the opinion of the Supervisor of the ATV Program, to fully utilize facilities and to implement the purposes hereof.
    - a. An affidavit must be provided to insure that the person or entity who is the grantor of the rights to use the land for the proposed ATV trail is the same person or entity shown in the records in the office of the Registrar of Deeds, in the County in which the land is located, to be the owner of the property. All instruments of conveyance, affidavits and the like are subject to approval as to form and content by the State. The State may where it deems the same is necessary, require adequate title opinions to be provided to the State ~~by the Municipality~~ at the Municipality's/County's expense.
  3. Contracts entered into by the Municipality/County for development or services which are funded in whole or in part by the State shall, wherever State law so requires as determined by the Supervisor of the Program, be awarded through competitive bid and following approval of such contracts by the Supervisor.
- D. The Municipality/County shall submit receipted invoices of the out-of-pocket costs actually incurred by it in the establishment, development and maintenance of the approved ATV trail.
- a. Upon the submission, not more often than once monthly, of receipted invoices of trail costs, the Municipality/County may request the State to pay \_\_\_\_\_% of the amount so submitted and approved by the Supervisor.

- b. The Municipality/County shall retain for three years and make available to the State, all records relating to receipt and expenditures of funds under this Agreement.
- E. The State of Maine shall not assume any liability for any expense incurred by the Municipality/County; (I) which expense was not expressly approved in writing in advance by the Supervisor of the ATV Program or, (II) after depletion of the grants-in-aid funds available. All obligations of the State hereunder are subject to the availability of funds in the ATV Recreational Management Fund.
- F. The Municipality/County shall operate and maintain the trails and facilities in good and safe condition of their purposes and in accordance with all applicable federal, state and local laws, ordinance, codes, rules, regulations and standards . The Municipality/County shall not assign, transfer, lease or encumber its rights or obligations hereunder in or to the trails or facilities without the State's prior written consent. The Municipality/County shall indemnify, defend and save the State and its employees harmless from and against any claims, losses, liabilities, costs, expenses, damages or other obligations of any nature in any way arising out of or in connection with the use, occupation, construction, development, repair or maintenance of any property, facilities or equipment used in connection with the facilities funded under this Agreement. Upon request of the State, the Municipality/County shall, at its own cost and expense, provide and keep in force comprehensive general public liability insurance against claims for personal injury, death or property damage occurring on, in or about any property or facilities funded under or used in connection with this Agreement, or respecting the use of any vehicle or equipment used in connection therewith. Any such insurance shall be in an amount form and content determined from time to time by the State, shall include the State as a named insured at the State's request, and shall be carried by responsible companies satisfactory to the State. The State may at any time inspect any facilities or equipment used in connection with this Agreement.
- G. Once the trail plan has been approved, the Municipality/County shall proceed to acquire the necessary interest in the land, establish the trail and open it to use by the general public. Should the Municipality/County fail to expedite completion of this project or fail to provide for adequate maintenance to keep the trail reasonably safe for public use, provide sanitation and adequate sanitary facilities where needed, and other maintenance and/or facilities as the State may deem necessary, or fail to comply with any provision of the Agreement (including the trail plan), the State may withhold any future payments and terminate this Agreement immediately upon written notice to the Municipality/County ~~at its town office~~. If the Municipality/County receives any funds improperly paid or misapplies or misuses any funds received from the State pursuant to this Agreement, or if the State incurs or is charged with any costs, expenses or damages in connection with the property which is the subject of this Agreement (except as herein expressly provided), the Municipality/County shall immediately upon demand promptly reimburse the State for all such amounts. If the Municipality/County fails to make such payment, the State may withhold all or any part of the monies which may be payable to the Municipality/County under other State programs, by invoking the provisions of Title 5 M.R.S.A. §133 or otherwise.

**MUNICIPAL/COUNTY APPROVAL**

Municipality: \_\_\_\_\_ County: \_\_\_\_\_

Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

Title: \_\_\_\_\_

Chairman of Board of  
Selectman/Town/~~or~~ City or County  
Manager

**STATE OF MAINE APPROVAL**

Department of Agriculture, Conservation and Forestry  
Bureau of Parks & Lands

By: \_\_\_\_\_ Dated: \_\_\_\_\_

Title: \_\_\_\_\_

~~Pre approved as to form by the Office of the Attorney General,~~

EFFECTIVE DATE:  
~~\_\_\_\_\_ April 12, 1992~~

EFFECTIVE DATE (ELECTRONIC CONVERSION):  
~~\_\_\_\_\_ May 4, 1996~~

NON-SUBSTANTIVE CORRECTIONS:  
~~\_\_\_\_\_ August 7, 1997 insertion of \_\_\_\_\_% in Agreement (C) and (D); minor spelling and formatting.~~  
~~\_\_\_\_\_ February 24, 2000 converted to MS Word~~

AMENDED:  
~~\_\_\_\_\_ March 11, 2007 filing 2007-77~~

CORRECTIONS:  
~~\_\_\_\_\_ February, 2014 agency names, formatting~~