



STATE OF MAINE
DEPARTMENT OF AGRICULTURE, CONSERVATION & FORESTRY
BUREAU OF PARKS & LANDS
22 STATE HOUSE STATION
AUGUSTA, MAINE 04333

JANET T. MILLS
GOVERNOR

AMANDA E. BEAL
COMMISSIONER

March 1, 2024

Dear Project Director,

We are pleased to announce the Bureau of Parks and Lands, ATV Program; Municipal Trail Grants are now available for the 2024 season. Your help would be appreciated by **reading all** the information in this package. If you have any questions after carefully reviewing this package, please call us at 287-4958.

We hope we can fund all projects adequately, but that depends on the number of requests we receive, and the amount of assistance requested. We sincerely ask that you look closely at your project to assure it meets all requirements. We will not approve projects supplementing **club trail grant** costs or non-approved trails with this grant. We will allow up to \$500.00 of landowner relations costs.

Please review **ALL THE INFORMATION** in the application package **carefully**. **All projects**, are required to submit the following:

1. A **Project Certification** (see enclosed sample) on your letterhead assuring us that the legislative body of the municipality approves of the proposed project.
2. A detailed "**Project Description**" (see enclosed sample) of work to be performed and the cost; this should include what is to be paid for, how it is to be paid and **cannot** be changed without written permission from the Bureau of Parks & Lands after the approval process has been completed.
3. A completely filled out **application** (see enclosed).
4. A completely filled out **agreement** (see enclosed).
5. A **map** showing the proposed trail on it. Permission **must be obtained** from all landowners.

The deadline for filing municipal applications is May 30th of each year but the earlier you apply, the earlier you will get approval for your project. We recommend you use certified mail if you are mailing it. You can also email a pdf copy to brian.n.bronson@maine.gov

If your project is approved by the Bureau, you can begin your work at your convenience once you have been officially approved.
No work can be completed before project approval.

To receive reimbursement the following requirements must be completed.

1. Completed **reimbursement request form** signed by authorized individual.
2. "**Completed worksheets describing daily work.**" Worksheets must briefly describe work accomplished by individuals, where the work was performed, the hours worked, supplies purchased, odometer readings, hour meter readings, etc.
3. "**Proof of payment made.**" Worksheets **are not acceptable** proof of payment. Cancelled checks, town warrants, or paid receipts or invoices marked paid are all acceptable proof of payment.

The final deadline for filing your request is **November 30th** of each year.

Attached you will also find a memo describing our current trail corridor general liability insurance and Maine's Title 14 159-A landowner liability laws.

We look forward to working with you in the upcoming season.
Sincerely Yours,

Brian Bronson

Brian Bronson
ATV PROGRAM
ORV Office
PARKS & LANDS

ANDY CUTKO, BUREAU DIRECTOR
PARKS & LANDS
18 ELKINS LANE, HARLOW BUILDING



PHONE: (207) 287-2751
FAX: (207) 287-8111
WWW.MAINE.GOV/DACF/



DEPARTMENT OF AGRICULTURE, CONSERVATION & FORESTRY
BUREAU OF PARKS & LANDS
OFF-ROAD RECREATIONAL VEHICLE OFFICE
ATV PROGRAM
22 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0022
PH 888-386-3288 FAX 207-287-8111

INFORMATION AND GUIDELINES

MUNICIPAL GRANT-IN-AID PROGRAM

2024

RE: Administration of Grants-In-Aid to Municipalities for ATV Trails and Facilities, M.R.S.A., Title 12, Section 1893, Paragraph 1B and Section 1893, Paragraph 2A & B.

PLEASE READ!!!!

Enclosed is a packet, which explains the Bureau of Parks & Lands Grants-In-Aid Program to municipalities, which was authorized by the 112th Legislature. Under the terms of the municipal grant, the State can cost share up to but not exceed the rate of 90% State, 10% local. Needless to say, all trail plans will require approval by the Bureau and a determination will be made at that time on which formula will apply. The approved percentage could change annually depending on available funds and size of any one project.

All applications for assistance with trail development and/or maintenance during the 2024 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. We have also included in this packet 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, as well as the Application, and Agreement.

I. PROCEDURES FOR APPLYING FOR A GRANT

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

A. **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, the requesting of financial assistance and the Project Director.

B. **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** trail work including 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 and equipment and the hourly rate to be paid. The cost of purchasing capital equipment items 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.

C. **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.

D. **Landowner Permission** – Landowner permission is required by law for ATV use so we need proof 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). 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**.

E. **Application** - The application, which must be completely filled out and signed by the PROJECT DIRECTOR, given the authority in the Project Certification.

1. 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.
2. Cost of the actual development of new trail or improvements to existing trails, including related facilities.
3. Cost of maintaining the trail, parking areas, trail signs, enforcement of trail rules etc.

F. **Agreement** - The signed agreement may be sent with the original application or held until notification of the application approval by the Bureau of Parks & Lands; the municipality must then submit the original agreement between the State of Maine and the municipality. One signed copy will be returned to the town. Approval of the grant will be expedited if the signed agreement is sent 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 suits the desire of the municipality best. 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 this year.** Reimbursement requests received POSTMARKED after November 30th will forfeit state reimbursement. Requests containing items not pre-approved 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:

- A. One copy of the Request for Reimbursement completed as per the terms of the grant. A blank reimbursement form, a sample form, and worksheet are included with this packet.
- B. 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.
- C. The project director must use a worksheet 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.
- D. The reimbursement request must be signed by the person to whom the town 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 late request.

ATV TRAIL DESIGN AND CONSTRUCTION GUIDELINES

1. ATV Trails:

- a. The minimum trail width should be 6 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 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 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 the 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 slope or grade, the trail should be straight for a 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 for the user. This will also help avoid major environmental impacts and associated problems.

6. If stream or river crossings are necessary, bridges must be at least 6 feet wide. Permits with LUPC or DEP will be required to build bridge on navigable streams or rivers.

7. Trails should avoid steep 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 by this or other state programs by invoking the provisions of Title 5 M.R.S.A., Section 133 or otherwise.



DEPARTMENT OF AGRICULTURE, CONSERVATION & FORESTRY BUREAU OF PARKS & LANDS
 OFF-ROAD RECREATIONAL VEHICLE OFFICE
 ATV PROGRAM
 22 STATE HOUSE STATION
 AUGUSTA, MAINE 04333-0022
 PH 207-287-4958 FAX 207-287-8111

**MUNICIPAL ATV GRANT APPLICATION
 MUNICIPAL / COUNTY GRANT-IN-AID PROGRAM 2024**

Municipality/County: _____

Address: _____

City: _____ Zip: _____

County: _____

The **Project Director** is appointed by the municipality/county. All inquiries about the state-aid grant application are directed to this person.

Name: _____ Title: _____

Address: _____

City: _____ Zip: _____

Home #: _____ Work #: _____ Mobile #: _____

Email Address: _____

Total Mileage of all trail: _____ (one way)

	Requested		State Use Only	
Estimated administrative cost grant administration and for processing land use permits, etc.	\$		\$	
Estimated cost of developing trails including cutting trails, construction and bridge installation etc.	\$		\$	
Estimated cost of maintenance including normal brushing grading, ditching etc.	\$		\$	
Total Estimated Cost of Project	\$		\$	

<i>State Use Only</i>	
Approved Total Grant	\$ _____
% of approved cost	_____ %

Please submit an original copy of each item listed below with your application:

1. Map of proposed trail (topographical paper map or electronic map).
2. Detailed description of proposed trail development and/or maintenance (Project Description).
This should include proof of landowner permission.
3. Project Certification
4. Agreement

MUNICIPAL/COUNTY APPROVAL

Municipality/County: _____ County: _____

Municipality/County: _____ Date: _____
Signature

Title: _____ Project Director: _____
Chairman of Board of Selectman
Municipal/County Manager Signature

Certification by Department of Agriculture, Conservation and Forestry, Bureau of Parks and Lands:

We, the undersigned, hereby certify that this project meets the Guidelines as established by the Bureau of Parks & Lands, and otherwise meets the provisions of the Maine Statutes.

Date: _____

Signature: _____
Supervisor, ATV Program

<i>State Use Only</i>	
VC #: _____	Enc. Amt.: _____
Appropriation #: <u>014-01A-8330-83-</u> _____	
Department of Agriculture, Conservation and Forestry, Bureau of Parks and Lands, Off-road Recreational Vehicle Office	
By: _____	Date: _____
Director	



DEPARTMENT OF AGRICULTURE, CONSERVATION & FORESTRY
BUREAU OF PARKS & LANDS
OFF-ROAD RECREATIONAL VEHICLE OFFICE ATV PROGRAM
22 STATE HOUSE STATION AUGUSTA, MAINE 04333-0022
PH 207-287-4958 FAX 207-287-8111

AGREEMENT

Municipal Grant-In-Aid Program

THIS AGREEMENT, MADE THIS _____ day of _____ 2024, 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 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, 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 90 % 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 ensure 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 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 90 % 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. 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 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/ City or County Manager

STATE OF MAINE APPROVAL

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

By: _____ Dated: _____

Title: _____

Needs to be on Official Municipal or County Letterhead

SAMPLE

CITY/TOWN OF YOUR TOWN
COMMUNITY SERVICES
PROJECT CERTIFICATION

THIS IS TO CERTIFY that the **(CITY/TOWN OF YOUR TOWN)** has authorized and hereby authorizes **(JOHN DOE)** to make application for financial assistance under the provisions of the Division of Parks & Public Lands ATV Trail Fund (M.R.S.A. Title 12, Section 1893, Paragraph 1B and Section 1893, Paragraph 2A & B) for the maintenance of the **(CITY/TOWN OF YOUR TOWN)**ATV trail system.

THIS FURTHER CERTIFIES that the **(CITY/TOWN OF YOUR TOWN)**is familiar with the terms and conditions of the Grant-In-Aid Program administered by the Division of Parks & Public Lands from the ATV Trail Fund and has authorized and hereby authorizes **(JOHN DOE)** to enter into said agreement between the **(CITY/TOWN OF YOUR TOWN)** and the State of Maine upon approval of the above identified project by the Division of Parks & Public Lands.

THIS FURTHER CERTIFIES that the **(CITY/TOWN OF YOUR TOWN)**has been legally constituted and is responsible for planning for and carrying out the municipal recreation program and the **(PERSON/TOWN/OR CLUB NAME)** will be responsible, on behalf of the **(CITY/TOWN OF YOUR TOWN)**, for the continued operation and maintenance of the completed project in accordance with the terms and conditions of the ATV Trail Fund Grant-In-Aid Program. Attached is true and correct information relating to the establishment and organization of the municipal agency or department.

AND THIS FURTHER CERTIFIES that except for the financial assistance requested by this project application, no financial assistance has been applied for, given or promised under other State or Federal programs.

DATED

NAME OF MUNICIPALITY

DATED

TOWN MANAGER

DATED

SELECTMAN

DATED

SELECTMAN

SAMPLE

SAMPLE

**CITY/TOWN OF YOUR TOWN
PROJECT DESCRIPTION**

Below is the total estimated project cost breakdown for maintaining the ATV trails.

The Project Director for the **(CITY/TOWN OF YOUR TOWN)** will be responsible for the maintenance, clearing, and safety of all trails by frequent on-site inspections of the trail system.

AND THIS FURTHER CERTIFIES that landowner permission has been given for all ATV trails in the **(CITY/TOWN OF YOUR TOWN)**

Estimated Cost for Equipment And Labor

Tractor & Bushog	\$40.00 per hr.
Bulldozer.....	\$55.00 per hr.
Grader.....	\$65.00 per hr.
Excavator.....	\$70.00 per hr.

**Estimated Cost of constructing and maintaining trail and
Bridges/Brushing/Erecting Signs/ etc.**

200 10' 2x6 for bridges @ \$6.00 each.....	\$ 1200.00
50 lbs. screws @ 1.60 per lb.....	\$ 80.00
20 hrs. of labor erecting signs @ \$8.00 per hr.....	\$ 160.00
40 hrs. of labor on bridge work @ \$8.00 per hr.....	\$ 320.00
50 hrs. of labor brushing @ \$8.00 per hr.....	\$ 400.00
50 hrs. of brushing with brush saw.....	\$ 150.00
20 hrs. of bulldozing.	\$ 1100.00
40 hrs of excavation	\$ 2800.00
10 hrs. of grading.	\$ 650.00

TOTAL ESTIMATED COST: \$6,860.00

Project includes 5 miles of new trail, which connects to the existing 20-mile trail system, for a total of 25 miles. Rest area is provided on trail as well as at the parking lot.

Trail locations are noted on the attached map.

Dated

Dated

Project Director

Your Municipality



STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE & FINANCIAL SERVICES
RISK MANAGEMENT DIVISION
CROSS OFFICE BUILDING, 4TH FLOOR
85 STATE HOUSE STATION
AUGUSTA, MAINE
04333-0085

JANET MILLS
GOVERNOR

KIRSTEN FIGUEROA
COMMISSIONER

SUZANNE MURPHY
DIRECTOR

January 31, 2024

ATV Trail Liability Insurance Program

Our ATV trail liability insurance program will continue for another year – January 1, 2024 to January 1, 2025. The insurance has an established occurrence limit of \$400,000 per the Maine Tort Claims Act and \$500,000 for those companies with which the Department of Agriculture, Conservation and Forestry is required to have a contract in that amount. It includes defense costs within the limit of liability.

This self-insurance program provides **excess liability insurance** for all associations, organizations or individuals who own, maintain, occupy or lease property on which the Department of Agriculture, Conservation and Forestry has approved a trail under its ATV Trails program.

It should be understood this insurance provides defense and indemnification only for matters pertaining to the **recreational activities** as described in the land use laws on those trails.

<https://legislature.maine.gov/statutes/14/title14sec159-A.html>.

This policy does not insure maintenance activities, ownership or use of any ATV or equipment.

All potential claims should be reported to this office at once. If you have any questions with regard to this insurance program, please contact Risk Management Division at 1-800-525-1252.

Sincerely,

Suzanne Murphy

Risk Management

STATE OF MAINE SELF INSURANCE FUND

POLICY #: **IMF24/524**

RENEWAL OF: **IMF23/524**

POLICY TERM: **January 1, 2024 to January 1, 2025**

NAMED INSURED: **Department of Agriculture, Conservation and Forestry (DACF)**

ADDITIONAL INSURED: **ATV (all-terrain vehicle) associations, organizations or individuals who (A) own, maintain, occupy or lease property on which DACF has approved ATV trails and (B) have signed an approved DACF agreement for the ATV Trails Program.**

LIMIT OF LIABILITY: **\$400,000 per occurrence, unless otherwise approved by contract in which case the limit of liability per occurrence is \$500,000, inclusive of defense costs.**

DEDUCTIBLE: **\$1,000 per occurrence.**

COVERED LOCATIONS AND/OR ACTIVITIES

Recreational activities conducted out of doors, including, but not limited to hunting, fishing, trapping, camping, hiking, bicycling, sightseeing, operating ATV, snow traveling vehicles, or skiing occurring on ATV trails which at the time of the occurrence were approved and recorded by the named insured, DACF, as part of the ATV Trails Program.

COVERAGE: This program of insurance provides for the defense and or indemnification of third-party liability claims that may arise from recreational activities, which the above insureds may be engaged in. This program of insurance does not waive or abrogate any immunities that may exist or expand any liability that may exist under common law, case law, title 14 of the Maine Revised Statutes Annotated (MRSA) section 159-A or the Maine Tort Claims Act title 14 MRSA chapter 741.

EXCESS INSURANCE: This program of insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis. When this insurance is excess, we will have no duty to defend any claim or suit that any other insurer has the duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers. When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of: (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and (2) The total of all deductible and self-insured amounts under all that other insurance.

CONDITIONS

- 1) This insurance coverage does not expand the limits of liability or abrogate the immunities contained in Maine laws, any other State laws or Federal laws.
- 2) When an occurrence which would reasonably be construed to give rise to a claim under this program becomes known to an insured under this program, said insured will submit a written report of the occurrence to Risk Management Division within 10 working days or Risk Management Division will reserve their rights to defend or indemnify the insured.
- 3) No Insured shall, except at his own expense, voluntarily make payment, assume any obligation, or incur any expense; except for First Aid without the consent of Risk Management Division.

EXCLUSIONS

- 1) Coverage for any Association, Club, Organization, or the like, who fails to maintain a General Liability policy.
- 2) Motorized equipment including but not limited to motor vehicles, motorized trail grooming devices, special mobile equipment, trailers, and ATVs are excluded from coverage under this policy.
- 3) Willful or malicious failure by any insured to guard or to warn against a dangerous condition, use, structure or activity.
- 4) Any injury suffered in any case where permission to pursue any recreational or harvesting activities was granted for a consideration other than the consideration, if any, paid to the following:
 - A. The landowner or the landowner's agent by the State; or
 - B. The landowner or the landowner's agent for use of the premises on which the injury was suffered. Provided that the premises are not used primarily for commercial recreational purposes and that the user has not been granted the exclusive right to make use of the premises for recreational activities; or
- 5) Any injury caused by acts of persons to whom permission to pursue any recreational or harvesting activities was granted, to other persons to whom the person granting permission, or the owner, lessee, manager or occupant of the premises, owed a duty to keep the premises safe or to warn of danger.

SUBROGATION

If the Insured Entity or the Insured Person has rights to recover all or part of any payment we have made under this insurance program, those rights are transferred to us. The Insured Entity or Insured Person must do nothing after loss to impair our rights to subrogation. At our request, the Insured Entity or Insured Person will bring suit or transfer those rights to us and help us enforce them.

COOPERATION

Any person seeking defense and indemnification under this program of insurance agrees to fully cooperate with Risk Management Division.

The State of Maine, Department of Administrative and Financial Services, Office of the State Controller, Risk Management Division reserves the right to modify all or any part of this program (including the coverage provided) or to cancel this program at any time in writing to the Named Insured, Department of Agriculture, Conservation and Forestry (DACF).

Suzanne Murphy

01/01/2024

Suzanne Murphy, Director
Risk Management Division

Date

ATV TRAIL USE PERMIT

This permit is granted this _____ day of _____, 20____, by _____, Permittor(s)
to the _____ to establish and maintain on the hereinafter described land,
an ATV Trail. Said _____, the (recorded owner or lessees) grants this permit over
and upon the following described premises situated in the County of _____,
_____ in the State of Maine for the period from _____ to _____.
Township/Municipality Date Date

1. This permit shall terminate upon sale of the land, or upon notification in writing to the Permittee(s) thirty days (30) prior to termination by the Permittor(s).
2. The said ATV Trail shall be open to the general public without charge for ATV purposes and shall be properly signed to direct ATV traffic and notify motor vehicle traffic on road crossings.
3. The Permittor(s) or his/their authorized representative(s) shall at all times have the right to enter upon said ATV Trail for any purpose necessary to carry out his power and duties.
4. The permit is for a _____ foot-wide trail over the lands as depicted on the attached map.
5. The Permittor(s) shall have the right to close said ATV Trail with advance written notice to the Permittee.
6. The Permittee(s) shall properly pick up and dispose of all rubbish, debris, and garbage of any nature or kind arising out of the use of the trail.
7. It is understood that the Permittor(s) assumes NO LIABILITY for injuries and damages that may be suffered on said trail in accordance with Title 14,159-A.
8. The Permittee(s) agrees that no trees will be cut that are greater than _____ inches in diameter, unless an additional permit is granted by the Permittor(s). Permittee(s) may remove debris or down trees which may obstruct the trail without additional permission of Permittor.
9. The Permittee(s) agree to provide a protective liability insurance policy naming the Permittor(s) as the insured up to the limits of \$400,000.00 per occurrence which includes legal fees associated with litigation.
10. This permit prohibits future claims of adverse possession and/or prescriptive use by Permittee(s) for the permitted ATV Trail.
11. The Permittee(s) agrees to accept all responsibility for any environmental violation and remediation as a result of the permitted trail.
12. The Permittors **AGREE** **DISAGREE** to the use of Off-Road motorcycles/dirtbikes on said ATV trail
13. The Permittors agree to the following ATV trail width limit: **60"** **65"** **Grandfathered oversize ATVs** in accordance with Title 12 MRS §13155 (5-B).
14. Permission to publish the trail on a paper or digital map Yes No
15. Permission to install cameras to help with law enforcement or other issues? Yes No
16. Permittee(s) acknowledges the club may need to obtain permits (DEP/LUPC) for trail construction and maintenance
17. Other requirements _____

Date

Landowner Signature

Date

Club/Town & Club Representative Signature

Title 14: COURT PROCEDURE -- CIVIL

Part 1: GENERAL PROVISIONS

Chapter 7: DEFENSES GENERALLY

§159-A. Limited liability for recreational or harvesting activities

1. Definitions. As used in this section, unless the context indicates otherwise, the following terms have the following meanings.

A. "Premises" means improved and unimproved lands, private ways, roads, any buildings or structures on those lands and waters standing on, flowing through or adjacent to those lands. "Premises" includes railroad property, railroad rights-of-way and utility corridors to which public access is permitted. [PL 2005, c. 375, §1 (AMD).]

B. "Recreational or harvesting activities" means recreational activities conducted out-of-doors, including, but not limited to, hunting, fishing, trapping, camping, environmental education and research, hiking, rock climbing, ice climbing, bouldering, rappelling, recreational caving, sight-seeing, operating snow-traveling and all-terrain vehicles, skiing, hang-gliding, noncommercial aviation activities, dog sledding, equine activities, boating, sailing, canoeing, rafting, biking, picnicking, swimming or activities involving the harvesting or gathering of forest, field or marine products. It includes entry of, volunteer maintenance and improvement of, use of and passage over premises in order to pursue these activities. "Recreational or harvesting activities" does not include commercial agricultural or timber harvesting. [PL 2015, c. 20, §1 (AMD).]

C. "Occupant" includes, but is not limited to, an individual, corporation, partnership, association or other legal entity that constructs or maintains trails or other improvements for public recreational use. [PL 2003, c. 509, §1 (NEW).]

[PL 2015, c. 20, §1 (AMD).]

2. Limited duty. An owner, lessee, manager, holder of an easement or occupant of premises does not have a duty of care to keep the premises safe for entry or use by others for recreational or harvesting activities or to give warning of any hazardous condition, use, structure or activity on these premises to persons entering for those purposes. This subsection applies regardless of whether the owner, lessee, manager, holder of an easement or occupant has given permission to another to pursue recreational or harvesting activities on the premises.

[PL 1995, c. 566, §1 (AMD).]

3. Permissive use. An owner, lessee, manager, holder of an easement or occupant who gives permission to another to pursue recreational or harvesting activities on the premises does not thereby:

A. Extend any assurance that the premises are safe for those purposes; [PL 1979, c. 253, §2 (NEW).]

B. Make the person to whom permission is granted an invitee or licensee to whom a duty of care is owed; or [PL 1979, c. 253, §2 (NEW).]

C. Assume responsibility or incur liability for any injury to person or property caused by any act of persons to whom the permission is granted even if that injury occurs on property of another person. [PL 2007, c. 260, §1 (AMD).]

[PL 2007, c. 260, §1 (AMD).]

4. Limitations on section. This section does not limit the liability that would otherwise exist:

A. For a willful or malicious failure to guard or to warn against a dangerous condition, use, structure or activity; [PL 1979, c. 253, §2 (NEW).]

B. For an injury suffered in any case where permission to pursue any recreational or harvesting activities was granted for a consideration other than the consideration, if any, paid to the following:

(1) The landowner or the landowner's agent by the State; or

(2) The landowner or the landowner's agent for use of the premises on which the injury was suffered, as long as the premises are not used primarily for commercial recreational purposes and as long as the user has not been granted the exclusive right to make use of the premises for recreational activities; or [PL 1995, c. 566, §1 (AMD).]

C. For an injury caused, by acts of persons to whom permission to pursue any recreational or harvesting activities was granted, to other persons to whom the person granting permission, or the owner, lessee, manager, holder of an easement or occupant of the premises, owed a duty to keep the premises safe or to warn of danger. [PL 1995, c. 566, §1 (AMD).]

[PL 1995, c. 566, §1 (AMD).]

5. No duty created. Nothing in this section creates a duty of care or ground of liability for injury to a person or property.

[PL 1993, c. 622, §1 (AMD).]

6. Costs and fees. The court shall award any direct legal costs, including reasonable attorneys' fees, to an owner, lessee, manager, holder of an easement or occupant who is found not to be liable for injury to a person or property pursuant to this section.

[PL 1995, c. 566, §1 (AMD).]

SECTION HISTORY

PL 1979, c. 253, §2 (NEW). PL 1979, c. 514, §1 (AMD). PL 1979, c. 663, §75 (AMD). PL 1983, c. 297, §2 (AMD). PL 1985, c. 762, §25 (AMD). PL 1993, c. 622, §1 (AMD). PL 1995, c. 566, §1 (AMD). PL 2001, c. 113, §2 (AMD). PL 2003, c. 509, §1 (AMD). PL 2005, c. 375, §1 (AMD). PL 2007, c. 260, §1 (AMD). PL 2009, c. 156, §1 (AMD). PL 2015, c. 20, §1 (AMD).

VERBAL LANDOWNER PERMISSION FORM FOR ATV TRAILS

TRAIL NAME/DESCRIPTION _____ FROM _____ TO _____

LANDOWNER	ADDRESS	TAX MAP CODE PAGE/LOT#	TRAIL WIDTH LIMIT (60", 65", or Oversized)	PERMISSION GRANTED BY:	PERMISSION RECEIVED BY:	DATE



DEPARTMENT OF AGRICULTURE, CONSERVATION & FORESTRY
 BUREAU OF PARKS & LANDS
 OFF-ROAD RECREATIONAL VEHICLE OFFICE
 ATV PROGRAM
 22 STATE HOUSE STATION
 AUGUSTA, MAINE 04333-0022
 PH 207-287-4958 FAX 207-287-8111

ATV TRAIL SIGN ORDER SHEET






Club Name: _____ Miles of Trails: _____





Mail To: (Street Address only- Signs are by delivered UPS) _____

Name: _____ Tel: _____


Address: _____

City/St: _____ Zip: _____

 NO ATV	 CAUTION	 	 Trail Information
10x10 No ATV's <input type="checkbox"/>	12x12 Caution <input type="checkbox"/>	10x10 Arrow <input type="checkbox"/>	10x10 Trail Information <input type="checkbox"/>

RECREATIONAL TRAIL NO UNAUTHORIZED TRUCKS, CARS OR SUVs BEYOND THIS POINT	 RESPECT LANDOWNERS STAY ON MARKED TRAIL USE OF THIS TRAIL IS A PRIVILEGE NOT A RIGHT	 	 STOP AHEAD
12x12 Recreational Trail <input type="checkbox"/>	10x10 Respect Landowners <input type="checkbox"/>	10x10 Trail ID <input type="checkbox"/>	12x12 Stop Ahead <input type="checkbox"/>

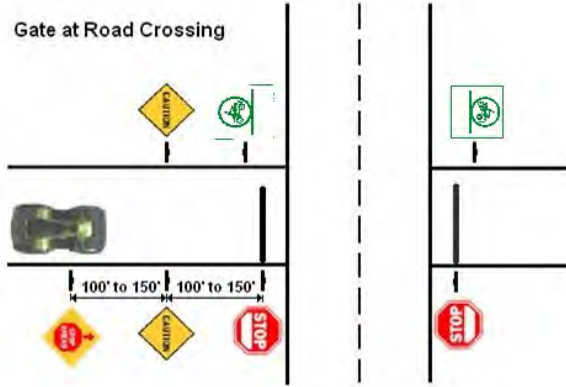
 STOP	 	 STOP! <small>TRAIL TEMPORARILY CLOSED DUE TO SATURATED SOILS TITLE 12 PART 13 CHAPTER 939 BY ORDER OF ATV CLUB AND LANDOWNER TRAIL EXPECTED TO REOPEN</small> <small>PLEASE DO NOT RIDE UNTIL TRAIL IS REOPENED THANK YOU FOR YOUR COOPERATION</small>	 Please use 4 Wheel Drive To Prevent Trail Damage Save Club Money
12x12 Stop <input type="checkbox"/>	7x7 Object Marker <input type="checkbox"/>	12x12 Mud Season <input type="checkbox"/>	10x10 4 Wheel Drive <input type="checkbox"/>

 NO MOTORCYCLES
10x10 No Motorcycles <input type="checkbox"/>

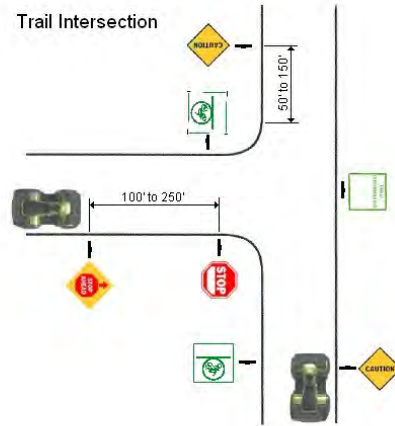
Decals available:		
MAX WIDTH 60"	Max Width 60" (for use with Trail ID sign)	<input type="checkbox"/>
MAX WIDTH 65"	Max Width 65" (for use with Trail ID sign)	<input type="checkbox"/>
BRIDGE	Bridge (for use with Caution sign)	<input type="checkbox"/>
LOGGING	Logging (for use with Caution sign)	<input type="checkbox"/>
GATE	Gate (for use with Caution sign)	<input type="checkbox"/>

Use and maintenance of these signs should be in accordance with the Bureau's ATV Trail signing guidelines.

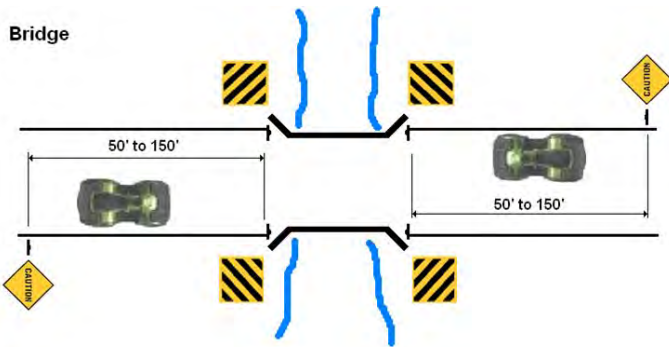
Gate at Road Crossing



Trail Intersection



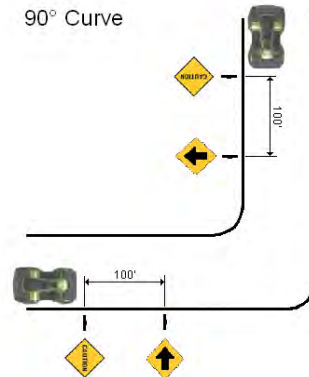
Bridge



Curve



90° Curve



Speed equals distance traveled in time

- At 20 mph you are traveling 30 feet per second
- At 30 mph you are traveling 45 feet per second
- At 40 mph you are traveling 60 feet per second
- At 50 mph you are traveling 75 feet per second

Distance needed to slow down to 20 mph

- At 20 mph it takes 0 feet to slow down to 20 mph
- At 30 mph it takes 50 feet to slow down to 20 mph
- At 40 mph it takes 100 feet to slow down to 20 mph
- At 50 mph it takes 150 feet to slow down to 20 mph

Distance needed to stop

- At 20 mph it takes approximately 100 feet to stop
- At 30 mph it takes approximately 150 feet to stop
- At 40 mph it takes approximately 200 feet to stop
- At 50 mph it takes approximately 250 feet to stop



DEPARTMENT OF AGRICULTURE, CONSERVATION & FORESTRY
 BUREAU OF PARKS & LANDS
 OFF-ROAD RECREATIONAL VEHICLE OFFICE
 ATV PROGRAM
 22 STATE HOUSE STATION
 AUGUSTA, MAINE 04333-0022
 PH 207-287-4958 FAX 207-287-8111

Received
Posted

ATV CLUB INFORMATION

The club is responsible to provide current forms, submitted minimally once/year. If your club is no longer an active club, please write inactive with the club name and return this form.

All clubs are encouraged to obtain a permanent PO Box or mailing address.

CLUB INFORMATION (Please Type or Print Clearly)

Club name:	
Town:	County:
Mailing address: All clubs are encouraged to obtain a permanent PO Box or mailing address.	
UPS (Shipping) Physical address:	
Resident's name: c/o UPS requires the resident's name on the shipping label.	
Month officers are elected:	

OFFICER INFORMATION (Please Type or Print Clearly)

President:	Cell #:
Home Phone:	Work #
Email:	
Signature	
Trail Master:	Cell #:
Home Phone:	Work #:
Email:	

Please COMPLETE THE BACK of this form if you're a new club or if address has changed



State of Maine Substitute W-9 & Vendor Authorization Form

PURPOSE: To establish or update an account with the State of Maine's accounting system.
Complete this form if: 1) You will receive payment from the State of Maine, and/or 2) You are a vendor who provides services or goods to the State of Maine.

This form replaces the IRS W-9 form per the IRS W-9 language; "If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9."

RETURN TO:
by mail
to the agency who requested the form
or sent it to you, or
the agency you're doing business with.
(ie., DHHS/Labor/
DEP/Education/etc)

All items with an asterisk (*) must be completed.

TYPE OF REQUEST*: (Must select one.)

<input type="checkbox"/> New Request	<input type="checkbox"/> New Location/Additional Entry	<input type="checkbox"/> Change (Choose)	<input type="radio"/> Legal Name	<input type="radio"/> DBA Name
		<input type="radio"/> Payment Address	<input type="radio"/> Ordering Address	<input type="radio"/> Contact Info

TAXPAYER ID NUMBER* (TIN) (Provide ONE only)

Social Security Number (SSN) - - **OR** Federal Employer ID Number (FEIN) -

Organization Type* choose ONE Individual **OR** Company

Classification* choose ONE

<input type="checkbox"/> Individual	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Corporation	<input type="checkbox"/> Foreign (W8 required)	<input type="checkbox"/> Partnership
<input type="checkbox"/> Nonresident Alien		<input type="checkbox"/> Trust	<input type="checkbox"/> State Gov't	<input type="checkbox"/> Other Gov't
			<input type="checkbox"/> Other Gov't	<input type="checkbox"/> Other

LEGAL NAME (Must provide: Legal name filed with IRS tied to the ID number, SSN=first & last name/FEIN=business name)

Legal Name* Alias/DBA

Other Info Vendor Customer Number (if known) VC#/VS# Account/Client/Provider Number (if known)

Payment Address* My **Billing Address** **Admin. Address** is the same.

Address C/O

City/State/Zip Phone

Contact*

Name Phone Ext

Email Send me Email notifications of DD/EFT (requires Direct Deposit/EFT form to be completed)

Procurement/Physical Address* My **Billing Address** **Admin. Address** is the same.

Address C/O

City/State/Zip Phone

Contact*

Name Phone Ext

Email

Authorized Signature, Title & Current Date*

Under penalties of perjury, I certify that: 1) The number shown on this form is my correct taxpayer identification number, and 2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3) I am a U. S. citizen or other U. S. person (defined by the IRS). Ref: www.irs.gov

OFFICE USE ONLY	Information on State Agency Submitting Vendor Form	OFFICE USE ONLY
State Agency & SHS#	Agency Contact Person Name & Title	Contact's Phone #
<input type="text"/>	<input type="text"/>	<input type="text"/>
Parks & Lands 22 SHS	Sara Barron-Nichols/ sara.barron@maine.gov	207-287-2751

ATV Program

Guideline for Labor & Equipment Rates

2024

FLAT PER HOUR RATES INCLUDE GAS, OIL AND REPAIRS

(You are not allowed to double charge for your expenses)

Manual Labor.....	\$15.00 per hour
Transportation.....	\$.50 cents per mile
Chain Saw.....	\$6.00 per hour of <u>use</u> *
Brush Saw.....	\$6.00 per hour of <u>use</u> *
ATV.....	\$11.00 per hour of <u>use</u> *
Heavy trucking Dump Truck, etc.....	MDOT listed rate or actual rental cost**
Tractor- Bush hog.....	MDOT listed rate or actual rental cost**
Backhoe.....	MDOT listed rate or actual rental cost**
Excavator.....	MDOT listed rate or actual rental cost**
Commercial Road Grader.....	MDOT listed rate or actual rental cost**
Dozer.....	MDOT listed rate or actual rental cost**

***"Per hour of use" means actual hours the equipment is being operated or driven**

**** MDOT listed rates will be reimbursed with proof of actual cost.**

<https://www.maine.gov/mdot/csd/laborrates/>