



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

April 5, 2024

Fellow ATVer,

I am pleased to announce that the Trail Grant Program is now available to ATV clubs for the 2024 season. The procedures for applying for a grant are as follows:

Please include everything that's on the checklist including the signed application. Be sure to include a map showing your entire trail and also proof of landowner permission so they will be insured. You are also required to obtain any necessary DEP or LUPC permits. Please contact myself or one of the regional Trail Coordinators if you need help with permitting.

The maximum approved amount under this grant program is staggered based on mileage. **You must have a minimum trail length of 5 miles with the approval amounts as follows: \$7,000.00 up to 10 miles; \$8,000.00 for 11 to 20 miles; \$8,500.00 for 21 to 30 miles; \$9,000.00 for 31 to 40; \$10,000.00 for 41 to 50 miles; \$11,000.00 for 51 to 70 miles, \$12,000.00 for over 70 miles.** Remember this grant will be payable on a reimbursement basis. You need to include receipts for completed work with your reimbursement in order to get paid. Labor can be included as an eligible expense up to \$15 an hour if it is actually paid.

*This year each club is eligible for an additional reimbursement of up to \$500 for qualified landowner relations expenses. This \$500.00 is over and above the regular approved grant amount (which is based on trail mileage). The qualifying landowner relations expenses are: Landowner appreciation/recognition dinner, trash removal (white goods, tires etc), or off-trail installation of state approved landowner relations signs. Trash removal and landowner relations sign installation can be on landowners where you don't even have an approved trail.*

Remember you must **submit the application before July 1, 2024** to receive a grant. No grants will be approved before the July 1 deadline, but approved grants will cover eligible expenses incurred from January 1 on. We recommend you send it in certified mail if you are mailing it. You can also send a pdf to [brian.n.bronson@maine.gov](mailto:brian.n.bronson@maine.gov). You will be notified once the grant is approved by a letter which will also tell you the approved amount. **NOTE: We will send the reimbursement instructions, forms, and worksheets with your approval letter.**

If you have any questions please call me toll free at 287-4958.

Sincerely,

*Brian Bronson*

Brian Bronson  
ATV Coordinator  
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/

## TRAIL MAINTENANCE GRANT APPLICATION CHECKLIST

The following items **MUST** have been accomplished or must accompany this application when submitted to the ATV Program for consideration:

\_\_\_\_\_ The Club was registered with the Bureau of Parks and Lands ATV Program prior to June 1st of this year.

\_\_\_\_\_ The ATV Club Information Form is included or has been filled out and returned to the Bureau of Parks and Lands ATV Program.

\_\_\_\_\_ The Club is a non-profit corporation in good standing with the Secretary of State, Bureau of Corporations, Elections and Commissions. (Tel. 624-7752)

\_\_\_\_\_ The application has been properly filled out including all required **ORIGINAL SIGNATURES**.

\_\_\_\_\_ A MAP of the trails covered by this grant has to be included with this application. Parking areas, clubhouses and other support facilities information must be noted on this map.

\_\_\_\_\_ This checklist and the entire Grant-in-Aid Application are being submitted to the ATV Program.

\_\_\_\_\_ The application is being submitted prior to the July 1st deadline. **(Earlier is better!)**

If you have any questions contact the ATV Program at **207-287-4958** prior to submitting the application.

Mail applications to: **Department of Agriculture, Conservation & Forestry  
Bureau of Parks and Lands  
Off-Road Recreational Vehicle Office  
ATV Program  
22 State House Station  
Augusta, Maine 04333-0022.**

**NOTE: WE RECOMMEND YOU USE CERTIFIED MAIL**

If your club wishes to send the application by certified mail, we will consider this as a justified cost, which will be eligible for reimbursement. Retain your receipts and file them with your maintenance expenses.



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

REFERENCE NUMBER: \_\_\_\_\_  
 BATCH NUMBER: \_\_\_\_\_

**ATV CLUB TRAIL MAINTENANCE GRANT-IN-AID APPLICATION/AGREEMENT  
 ATV TRAIL PROGRAM**

**APPLICATIONS DUE BY JULY 1**

<b>ATV CLUB NAME</b>	
<b>ADDRESS</b>	
<b>COUNTY</b>	

The amount of money the organization may be eligible for will be based on your trail mileage as follows: \$7,000.00 up to 10 miles; \$8,000.00 for 11 to 20 miles; \$8,500.00 for 21 to 30 miles; \$9,000.00 for 31 to 40; \$10,000.00 for 41 to 50 miles; \$11,000.00 for 51 to 70 miles, \$12,000.00 for over 70 miles. All grant funds must be used to construct and maintain the ATV trails identified in this application, and construction must be done according to the Bureau's ATV Trail Guidelines.

**Reimbursements will be based upon actual out of pocket expenses.**

**APPLICATION AND REIMBURSEMENT PROCESS AND REQUIREMENTS**

**1. Eligibility Requirements**

To be eligible for the grant program, the ATV organization ("applicant" or "grantee") must meet the following criteria:

- A. Be a non-profit corporation in good standing. For purposes of this rule, a qualified applicant must be a group formed to encourage safe ATV operations, develop organized trails for the public, and promote appropriate ATV use. The applicant must have a President, Vice President, and Trail master, all of whom must be at least 18 years old.
- B. Register with the Bureau's ATV Program by June 1st. Registration is done by providing a completed ATV Club Information form (provided by the Bureau) which must include the organization's taxpayer ID number.

## 2. Grant Program

### APPLICATION PROCESS

1. All correspondence and application forms must be submitted to the following address:  
Maine Department of Agriculture, Conservation & Forestry  
Bureau of Parks and Lands  
Off-Road Recreational Vehicle Office  
ATV Grant Program  
22 SHS  
Augusta, Maine 04333
2. Grant applications may be submitted beginning May 1, but must be postmarked no later than July 1.
3. The applicant must complete and submit the following documents:
  - (a) ATV Trail Grant-in-Aid Application/Agreement (supplied by the Bureau).
  - (b) An accurate, commercially produced map that shows the trail(s) at a scale of at least one-half inch to one mile. The map must show the location of the trails, water bodies, streams, roads, the topography of the land, parking areas, clubhouses, and support facilities.
4. After reviewing the application, the Bureau will issue a written notification to the applicant approving or denying the application, subject to the availability of funds. Specific terms and conditions of the grant are stated in Section 3, although the Bureau may require additional terms and conditions to effectively carry out its program.

### REIMBURSEMENT PROCESS

1. An approved applicant must submit a "Request for Reimbursement" form (supplied by the Bureau) and required documentation including worksheets and receipts in order to be reimbursed. Requests must be postmarked no later than January 31st of the year following the approved grant application. Clubs should keep copies of worksheets and receipts in their files for at least 3 years in case of audit.
2. Only expenses incurred during the calendar year from January 1st through December 31st are eligible for reimbursement. By example, for a grant approved in July 2024, with expenses incurred from January through December 2024, the request must be postmarked by January 31, 2025. In no case will the state reimbursement exceed the maximum approved Grant Amount.

### 3. TERMS AND CONDITIONS OF APPLICATION/AGREEMENT

By applying for this grant, the applicant (the ATV Club) agrees to the following terms and conditions together with any other terms that are stated in the grant application or approval:

- A. All grant money received under the program must be used only for construction and maintenance of the ATV trails specified in the grant application. For purposes of this grant, trail construction and maintenance includes removing rocks, stumps, and debris, trail brushing, constructing or repairing bridges, and developing erosion control features such as ditches and water bars. It also includes the cost of gas, oil, and reasonable rates for heavy equipment use, backing material for signs and bridges, and reasonable labor expenses if actually paid to a person who is hired to work on the trails. All expenses to be reimbursed are subject to the approval of the Bureau.
- B. The applicant's trails must be established only on land where it has received permission from the landowners (and tenants, where applicable) to use for ATV trail purposes. By signing the application, the applicant's president must certify that landowner permission has been obtained for all trails included in the application.
- C. The applicant and its members must ensure, and will continue to ensure, that the trails and related facilities are safe, in good condition, and conform with all applicable laws and regulations, including obtaining all necessary local, DEP and/or LUPC permits, and maintaining adequate trail signs, as provided by Bureau guidelines.
- D. The trail(s) must aggregate at least 6 miles in length and must be open to the general public for ATV use. Landowners and tenants giving permission to use the land must have been notified the trails are open to the general public for ATV use. The trails must not be part of a system that another grantee has applied for or received a grant under this program.
- E. A map of the trail location must be submitted with the application and will be incorporated into the agreement.
- F. Approved applicants must submit a request for reimbursement form (supplied by the Bureau) to the ATV Program In order to have expenses considered for full reimbursement. The completed request must be received by the Bureau, or postmarked, no later than January 31st. Request forms postmarked after January 31th, forfeit 10% of the total approved amount for each day the request is late, and may be subject to further reductions if the Bureau determines it no longer has the funds on hand to meet the request.
- G. An explanation of expenditures including worksheets must accompany the reimbursement request. All supporting materials (bills & invoices) must be submitted to the ATV Program on request and be available for up to three years for audit by the Bureau. If the grantee does not comply with this requirement, the grantee forfeits the reimbursement.
- H. The Bureau has sole discretion to determine if expenditures are permitted and reasonable and the club has complied with the terms of the agreement and all applicable laws, rules and regulations. After making this determination, the Bureau will pay the approved expenditures up to the amount stated in the application, provided funds are available in the appropriate Bureau account as determined by the Bureau.
- I. Title 5 M.R.S.A.; §784(2) provisions on nondiscrimination in employment apply to the agreement.
- J. The applicant agrees not to assign, transfer, lease or encumber its rights or obligations under the agreement or to the trails, without the Bureau's prior written consent. Except for proceeds received by the Bureau under any liability insurance policy, the applicant 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 the use, occupation, maintenance, repair or development of any trails or related facilities or equipment used in connection with the grant. The Bureau shall have no responsibility or liability for the maintenance or use of the trails. The Bureau may, in its discretion, provide an insurance policy that, subject to its terms, provides liability coverage to itself, the landowner, and/or the approved applicant covering the use of the property by the applicant and members of the public pursuant to the terms of the grant and this rule.
- K. The State may at any time inspect any facilities or equipment in connection with the agreement.
- L. The applicant must be a non-profit corporation in good standing with the Secretary of State, Bureau of Corporations, Elections and Commissions.

MILES (ONE WAY) \_\_\_\_\_

REQUESTED GRANT AMOUNT

\$ \_\_\_\_\_

We, the undersigned, have reviewed the contents of this application and agree to comply with its terms. We further understand that failure to comply with its terms will void any agreement entered into between the ATV Club and the Bureau of Parks and Public Lands, consequently resulting in loss of payments under this grant to the Club. We agree to refund to the Bureau any amount paid by the Bureau to the ATV Club which the Bureau subsequently determines to be improper. Upon approval by the Bureau, this application shall be deemed an Agreement between the undersigned and the Department of Agriculture, Conservation and Forestry, Bureau of Parks and Lands.

It is further understood that the Bureau reserves the right to accept or reject any or all applications, and has no obligation for expenses incurred except in accordance with the terms of this grant, if awarded. The Bureau also reserves the right to inspect at any time the trails referred to in this application and any books or records kept by the recipient Club.

\_\_\_\_\_  
TRAILMASTER (SIGNATURE)

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
PRESIDENT (SIGNATURE)

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
WITNESS (SIGNATURE)

\_\_\_\_\_  
DATE

**FOR STATE OF MAINE USE ONLY**

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

We the undersigned, hereby certify that this application meets the guidelines as established by the Bureau of Parks and Lands, and otherwise meets the provisions of the Maine Statutes

We, therefore, recommend a grant not to exceed \$ \_\_\_\_\_

DATED \_\_\_\_\_ SUPERVISOR/ATV PROGRAM \_\_\_\_\_

Pre-approved as to form by the Office of the Attorney General.



STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE & FINANCIAL SERVICES  
RISK MANAGEMENT DIVISION  
CROSS OFFICE BUILDING, 4<sup>TH</sup> 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,

A handwritten signature in cursive script that reads "Suzanne Murphy".

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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 INSUREDS: **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.**

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## **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



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 <b>permanent</b> 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)

<b>President:</b>	Cell #:
Home Phone:	Work #
Email:	
Signature	
<b>Trail Master:</b>	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"/> <b>New Request</b>	<input type="checkbox"/> <b>New Location/Additional Entry</b>	<input type="checkbox"/> <b>Change (Choose)</b>	<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



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: \_\_\_\_\_

 <b>NO ATV</b>
10x10 No ATV's <input type="checkbox"/>

 <b>CAUTION</b>
12x12 Caution <input type="checkbox"/>

10x10 Arrow <input type="checkbox"/>

 Trail Information
10x10 Trail Information <input type="checkbox"/>

<b>RECREATIONAL TRAIL</b> <hr/> <b>NO UNAUTHORIZED TRUCKS, CARS OR SUVs BEYOND THIS POINT</b>
12x12 Recreational Trail <input type="checkbox"/>

 RESPECT LANDOWNERS STAY ON MARKED TRAIL USE OF THIS TRAIL IS A PRIVILEGE NOT A RIGHT
10x10 Respect Landowners <input type="checkbox"/>

10x10 Trail ID <input type="checkbox"/>

 <b>STOP AHEAD</b>
12x12 Stop Ahead <input type="checkbox"/>

 <b>STOP</b>
12x12 Stop <input type="checkbox"/>

7x7 Object Marker <input type="checkbox"/>

 <b>STOP!</b> TRAIL TEMPORARILY CLOSED DUE TO SATURATED SOILS TITLE 12 PART 13 CHAPTER 939 BY ORDER OF ATV CLUB AND LANDOWNER TRAIL EXPECTED TO REOPEN PLEASE DO NOT RIDE UNTIL TRAIL IS REOPENED THANK YOU FOR YOUR COOPERATION
12x12 Mud Season <input type="checkbox"/>

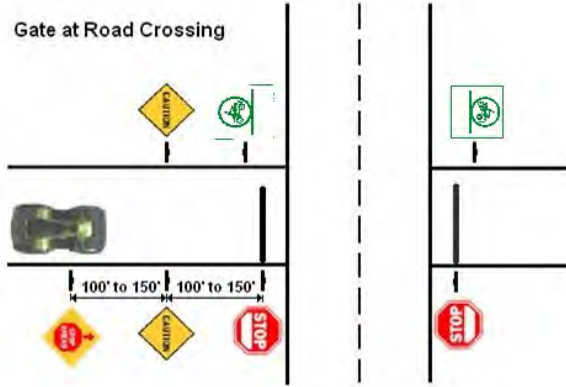
 Please use <b>4 Wheel Drive</b> To Prevent Trail Damage <b>Save Club Money</b>
10x10 4 Wheel Drive <input type="checkbox"/>

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

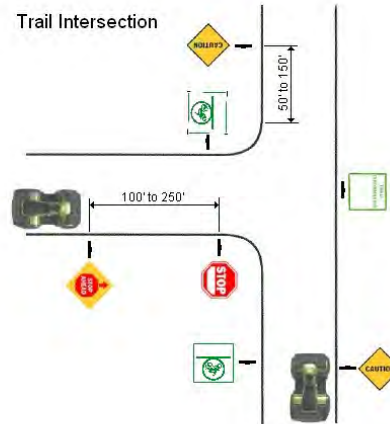
Decals available:		
<b>MAX WIDTH 60"</b>	<b>Max Width 60"</b> (for use with Trail ID sign)	<input type="checkbox"/>
<b>MAX WIDTH 65"</b>	<b>Max Width 65"</b> (for use with Trail ID sign)	<input type="checkbox"/>
<b>BRIDGE</b>	<b>Bridge</b> (for use with Caution sign)	<input type="checkbox"/>
<b>LOGGING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

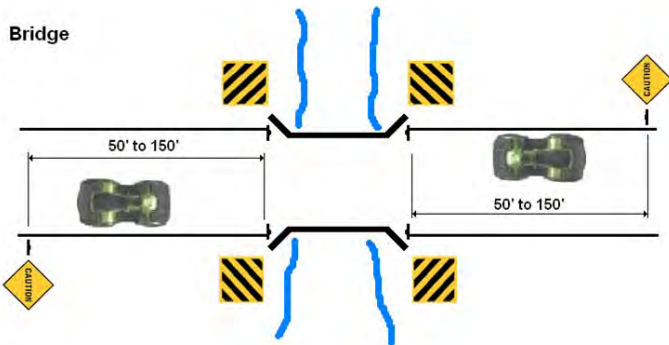
### Gate at Road Crossing



### Trail Intersection



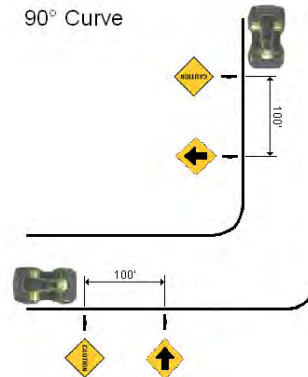
### Bridge



### 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

# ATV TRAIL USE PERMIT

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

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).





**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/>**