



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

PAUL R. LEPAGE
GOVERNOR

WALTER E. WHITCOMB
COMMISSIONER

August 2018

Dear Fellow Snowmobiler:

We are pleased to announce that the Club Trail Maintenance Grant will be available again to snowmobile clubs for the 2018-2019 season. We encourage clubs to attend the MSA Snowmobile Show, Friday through Sunday, Oct. 19, 20 and 21 at the Augusta Civic Center. To pick up your signs for the season at the show you must pre-order with the enclosed form and mail or fax back preferably by Friday, October 12. Any club unable to attend may submit sign orders with the same form, be sure to include the UPS shipping address, c/o club representative; do not use a PO Box. (Your club information form must be current, if not, you must submit the lime green update form with your sign order or we will not send signs until we receive it.) This "pre-order for the show" process saves on shipping which helps keep more money in grants, and prepares your club for signing your trails.

The club grant rate is \$180 per/mile up to 30 miles for a maximum grant of \$5,400.00. The procedure for applying has not changed. Please note the items below:

- Please use the *new* project description form for your projects. Separating trail maintenance from grooming will help everyone to understand what you do on pre-season work versus grooming.
- It is the club's responsibility to become incorporated and maintain incorporation annually to be eligible for a Club Trail Maintenance Grant. This is accomplished by contacting the Secretary of State, Bureau of Corporations, Elections & Commissions at (207) 624-7752. You may also access them on the web at: <http://www.maine.gov/sos/cec/corp/>.
- When filling out your reimbursement form please report ALL expenses to give us a true cost.
- Submit all work sheets grooming logs, and *receipts* with reimbursement request as all clubs now are audited every year.

Application deadline is DECEMBER 31, 2018. If you have any questions concerning the Club Trail Maintenance Grant in Aid program, please do not hesitate to contact the Off Road Recreational Vehicle Office at 287-4957 or email: joe.higgins@maine.gov.

Sincerely,

Joe Higgins

Joe Higgins
Snowmobile Club Program
Off-Road Recreational Vehicle Office

RON HUNT, ACTING OPERATIONS DIRECTOR
PARKS & LANDS
18 ELKINS LANE, HARLOW BUILDING



PHONE: (207) 287-3821
FAX: (207) 287-6170
WWW.MAINE.GOV/DACF/



DEPARTMENT OF AGRICULTURE, CONSERVATION & FORESTRY
BUREAU OF PARKS AND LANDS
OFF-ROAD RECREATIONAL VEHICLE OFFICE
SNOWMOBILE PROGRAM
22 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0022
PH 207-287-4957 FAX 207-287-8111

SNOWMOBILE CLUB GRANT APPLICATION CHECKLIST

Grant Application

- Enter club address on first page
- Complete with all signatures & trailmasters' address and telephone number
- Must provide detailed topo map showing "turn-arounds" and trail names. (if GPS, please contact Joe Higgins to send info electronically joe.higgins@maine.gov)
- Include all pages
- Project Description
- Submit application postmarked on or before **December 31**.

Club Information

- Submitted Club Information Form (also known as the officer update form) annually after officer elections/additionally anytime a change occurs during the year, see Lime Green Form.
- Verified club is incorporated in good standing with Bureau of Corporations, Elections and Commissions 624-7752. Annually file with the Bureau of Corporations, Elections and Commissions before **June 1**.

Reimbursements

You must include grooming and maintenance worksheets along with **all** receipts with your reimbursement, which are due postmarked on or before **April 30**.

Remember that your trails are periodically inspected by our staff throughout the season. We've included a sample of that inspection report in your packet so you know what we're looking for.



STATE OF MAINE
DEPARTMENT OF AGRICULTURE, CONSERVATION AND FORESTRY
BUREAU OF PARKS AND LANDS
SNOWMOBILE PROGRAM
22 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0022

SNOWMOBILE CLUB TRAIL MAINTENANCE GRANT-IN-AID
APPLICATION/AGREEMENT TRAIL PROGRAM
 YR _____ - _____

Name Of Snowmobile Club _____

Address _____

City _____ Zip _____

The amount of money for which the organization may be eligible under any grant pursuant hereto will be based upon reimbursement of actual out-of-pocket expenses incurred by such organization in accordance with the provisions of this application, but will not exceed \$5,400.00. The basis upon which to determine the total dollar amount will be up to one hundred eighty dollars (\$180.00) per mile up to and including thirty (30) miles. Mileage in excess of thirty (30) miles will not be used in determining the dollar amount to be approved under the grant.

Application, Reimbursement Process and Requirements

General Eligibility Requirements: To be eligible for the grant program, the snowmobile club ("applicant" or "grantee") must be incorporated and registered with the Snowmobile Program. For a *New Club that has never received a grant*; registration is done by providing to the Off-road Recreational Vehicle Office a completed copy of the organization's "Request for Taxpayer Identification Number and Certification" (IRS Form W-9) and submitting the Club Information form **by December 1** to be eligible for grants for the current winter season (you will not need to do this if you have already registered with us). All snowmobile clubs are required to provide an Club Information form to the Off-road Recreational Vehicle Office annually. To be eligible for a snowmobile trail maintenance grant, the club must file a Trail Maintenance Grant-In-Aid application with the Off-road Recreational Vehicle Office by **December 31**; and to be eligible for reimbursement, the club must file for reimbursement by the following **April 30**.

Grant Programs and Application Process: Grants are made in the form of reimbursement for eligible and actual expenses capped at a per/mile rate for up to and including 30 miles. The Off-road Recreational Vehicle Office, in its sole discretion, will annually determine the total maximum per mile rate by comparing club expenditures for the preceding year with anticipated revenue for the projected year. The maximum per mile rate will be stated on the application, but is subject to change if the Off-road Recreational Vehicle Office later determines that the actual available funds are less than anticipated. The Off-road Recreational Vehicle Office in its sole discretion will determine eligible expenses and grants will not exceed reimbursement of actual expenses. No residual funds will be transferred to the Off-road Recreational Vehicle Office's capital equipment fund.

We, the undersigned, hereby certify that this application meets with the guidelines as established by the Off-road Recreational Vehicle Office and otherwise meets the provisions of the Maine Statutes and therefore recommend a grant not to exceed the amount listed below.

State Use Only

VC #: _____ Approp. # **014-01A-8130-81-6401** Amount: \$ _____

BY: _____ Date: _____

Recreational Safety & Vehicle Coordinator

Snowmobile Trail Maintenance Grants: Grants will not exceed actual expenses up to \$180.00 per mile for up to 30 miles. The maximum annual grant for any one applicant is \$5,400.00.

Application and Reimbursement Process: The grant programs are administered by the Off-road Recreational Vehicle Office's Snowmobile Program.

Trail Maintenance Grant Program:

1. Grant applications must be received or postmarked no later than **December 31** to be eligible for a grant for the current winter season.
2. The applicant must complete and submit the following documents:
 - a. Snowmobile Club Trail Maintenance Grant-In-Aid Application/Agreement (supplied by the Off-road Recreational Vehicle Office) and
 - b. A quality commercially produced base map that shows the trail at a scale of at least one-half inch to one mile. The map must show the location of the trails, turn-arounds, water bodies, streams and roads; the topography of the land; and parking areas, clubhouses and support facilities.
3. After reviewing the application, the Off-road Recreational Vehicle Office will issue a written notification to the applicant approving or denying the application. The specific terms and conditions of the grant are listed below.
4. To be considered for full reimbursement, the club must submit a completed Request for Reimbursement form (supplied by the Off-road Recreational Vehicle Office) no later than **April 30**. Only expenses incurred from the preceding May 1st through the date of the request for reimbursement will be considered for payment. The Off-Road Recreational Vehicle Office will review the request, determine the appropriate grant amount, and reimburse the grantee according to the terms of the agreement.

Terms and Conditions of Application/Agreement

Snowmobile Trail Maintenance Grant Program: By applying for the grant, the applicant agrees to the following conditions:

1. All grant money received under the program must be used for the sole purpose of maintaining the snowmobile trails specified in the grant application. Trail maintenance is defined as dragging, or smoothing the snow on the trail to remove the moguls or pot holes, trail brushing, building/repairing/replacing bridges, bulldozing, construction and installation of gates and signing. Payment is based on actual out-of-pocket expenses incurred in the trail maintenance process, including; reasonable labor expenses and appropriate safety equipment if a person is actually hired to work on the trails, reasonable hourly rate for equipment used, including groomers; purchases of items such as plugs and drive belts, gas and oil; repairs to the snowmobile and drag provided the damage occurred while grooming snowmobile trails specified in the application (only applicable when itemizing reimbursement request), and backing material for signs and bridge material. For snowmobile repairs, the make, model, serial number, and the Maine registration number must be included on the invoice.
2. The club's trails are established only on land on which the club has received oral or written permission from the landowners (and tenant, where applicable) to use. By signing the application, the club president certifies that permission has been obtained for all trails included in the application.
3. The club and its members 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, obtaining all necessary permits, including erection of adequate trail signs as suggested by Off-road Recreational Vehicle Office guidelines.

4. The trails are open to the general public for snowmobile use, and those landowners and tenants who gave permission to use the land have been notified the trails are to be open to the general public for snowmobile use. The trails are not a part of a system that a municipality has applied and received a grant from the State nor are they included or claimed by another snowmobile club.
5. A map of the trail location (submitted with the application) is incorporated into the agreement.
6. Applicants must submit a request for reimbursement form (supplied by the Off-Road Recreational Vehicle Office) to the Snowmobile Program. To have expenses considered for full reimbursement, the completed request must be received by the Off-road Recreational Vehicle Office, or postmarked, no later than **April 30**. Request forms postmarked after **April 30**, forfeit 10% of the approved amount for each day the request is late.
7. An explanation of expenditures must accompany the reimbursement request. Expenses incurred but not authorized for reimbursement should be listed separately from authorized expenses. All supporting materials (bills & invoices) must be retained by the grantee for three years, and must be submitted to the Snowmobile Program on request and available for audit by the Off-road Recreational Vehicle Office. If the grantee does not comply with these requirements the grantee forfeits and must return the grant received for those expenses.
8. The Off-road Recreational Vehicle Office has sole discretion to determine if expenditures are permitted and the club has complied with the terms of the agreement and all applicable laws, rules and regulations. After making this determination, the Off-road Recreational Vehicle Office will pay the approved expenditures up to the amount stated in the application, provided funds are available in the appropriate Off-road Recreational Vehicle Office account.
9. Title 5 M.R.S.A., §784(2) provisions on nondiscrimination in employment apply to the agreement.
10. The club agrees not to assign, transfer, lease or encumber its rights or obligations under the agreement or to the trails, without the Off-road Recreational Vehicle Office's prior written consent. The club 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 trail maintenance or equipment funded under the agreement. The Off-road Recreational Vehicle Office shall have no responsibility or liability for the maintenance or use of the trails beyond the limits of the State sponsored Landowner Liability Insurance.
11. The State may at any time inspect any facilities or equipment used in connection with the agreement.
12. The Club must be legally incorporated with the Secretary of State Bureau of Corporations, Elections & Commissions and in good standing. (624-7752)

If the organization does not have a Trail Committee Chairman or Trailmaster, one must be appointed who is responsible for grooming of the trail. This person will be the one to whom we will direct inquiries relating to the expenditures of this grant, if awarded.

Name Of Trailmaster: _____

Address: _____ City: _____ Zip: _____

Telephone Number: _____ County: _____

Map Enclosed (required)

It is further understood that the Off-road Recreational Vehicle Office 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 Off-road Recreational Vehicle Office 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 organization.

Trail Location: _____
Miles: _____
(One Way)

Town

County

Snowmobile Club Name

Date

President (Signature)

Witness (Signature)

Chairman of Trail Committee or Trailmaster
(Signature)

Due December 31

PROJECT DESCRIPTION

Year 2018-2019

Page 1 of 1

Club/Municipality: ABCD Snowmobile Club

Miles of Primary Trail 50

Miles of Secondary Trail 0

Grant Type: Club Municipal

Administration Projection (maximum 30 hours)					
Description	Est Hrs or Units	Cost	\$	Total	State Use Only
Administration	12 hr	10.00/hr	\$	120.00	
Insurance cost			\$	600.00	
		Sub total	\$	720.00	

Groomers/Grooming Projection						
Year	Groomer Make & Model	Est Hrs	Per Hr Rate	\$	Total	State Use Only
2010	Skandic SWT	400 hr	\$27.00/hr	\$	10,800.00	
			Sub total	\$	10,800.00	

**All labor and equipment rates listed are the Bureau Snowmobile Program's published grant rates*

Trail Maintenance Projection					
Description/Materials	Est Hrs or Units	Cost	\$	Total	State Use Only
Labor hours					
Erecting signs	80 hr	\$10.00/hr	\$	800.00	
Bridge work	50 hr	\$10.00/hr	\$	500.00	
Brushing	80 hr	\$10.00/hr	\$	800.00	
Equipment hours					
Chain saw	50 hr	\$5.00/hr	\$	250.00	
Sleds/ATV	160 hr	\$10.00/hr	\$	1,600.00	
Bushhog (trail #1 from A road to B road)	40 hr	\$50.00/hr	\$	2,000.00	
Material cost					
Planks for bridging	1000 BF	\$1.40/MBF	\$	1400.00	
Hardware	835/lb	\$0.60/lb	\$	500.00	
Sign posts	150 ea	5.95/posts	\$	892.50	
		Sub total	\$	8,422.50	
		Total Estimated Cost	\$	19,942.50	

Trail map and location of work to be done must accompany project description.

As President/Trailmaster/Project Director for the club/municipality listed above, I will be responsible for the grooming, clearing, and safety of all trails by frequent onsite inspections of the trail system and further certify that landowner permission has been given for all snowmobile trails covered by this grant.

John Doe

Signature of President/Trailmaster/Project Director

11/15/18

Date

PROJECT DESCRIPTION

Year _____ Page _____ of _____

Club/Municipality: _____

Miles of Primary Trail _____

Miles of Secondary Trail _____

Grant Type: Club Municipal

Administration Projection (maximum 30 hours)

Description	Est Hrs or Units	Cost	\$	Total	State Use Only
Administration			\$		
Insurance cost			\$		
		Sub total	\$		

Groomers/Grooming Projection

Year	Groomer Make & Model	Est Hrs	Per Hr Rate	\$	Total	State Use Only
				\$		
				\$		
				\$		
			Sub total	\$		

**All labor and equipment rates listed are the Bureau Snowmobile Program's published grant rates*

Trail Maintenance Projection

Description/Materials	Est Hrs or Units	Cost	\$	Total	State Use Only
Labor hours					
Erecting signs			\$		
Bridge work			\$		
Brushing			\$		
Equipment hours					
Chain saw			\$		
Sleds/ATV			\$		
Bushhog			\$		
Material cost					
Planks for bridging			\$		
Hardware			\$		
Sign posts			\$		
		Sub total	\$		
			Total Estimated Cost	\$	

Trail map and location of work to be done must accompany project description.

As President/Trailmaster/Project Director for the club/municipality listed above, I will be responsible for the grooming, clearing, and safety of all trails by frequent onsite inspections of the trail system and further certify that landowner permission has been given for all snowmobile trails covered by this grant.

Signature of President/Trailmaster/Project Director _____

Date _____



DEPARTMENT OF AGRICULTURE, CONSERVATION & FORESTRY
 BUREAU OF PARKS & LANDS
 OFF-ROAD RECREATIONAL VEHICLE OFFICE
 SNOWMOBILE PROGRAM
 22 STATE HOUSE STATION
 AUGUSTA, MAINE 04333-0022
 PH 207-287-4957 FAX 207-287-8111

Received
Posted

SNOWMOBILE 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

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)

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."

FILL OUT FORM COMPLETELY - ALL AREAS WITH * ARE REQUIRED - ONLY ONE NAME & TIN PER A FORM

TYPE OF REQUEST*: (Must select one.)

New Request

New Location/Additional Entry

Change

Legal Name Phone # Contact Info Payment Address

DBA Name Care Of Email Only Ordering Address

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

Social Security # (person) or a
Federal Employer ID # (business)

TIN

TIN Type * choose ONE	Organization Type *	Classification * choose ONE	<input type="checkbox"/> Individual	<input type="checkbox"/> Sole Proprietorship
<input type="radio"/> Social Security No. ⇨	<input type="radio"/> Individual ⇨	<input type="checkbox"/> State Employee	<input type="checkbox"/> Estate	<input type="checkbox"/> Nonresident Alien
<input type="radio"/> Employer ID No. ⇨	<input type="radio"/> Company ⇨	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Trust
		<input type="checkbox"/> Other Gov't	<input type="checkbox"/> Federal Gov't	<input type="checkbox"/> State Gov't
		<input type="checkbox"/> Other	<input type="checkbox"/> Foreign (W8 required)	<input type="checkbox"/> Estate
				<input type="checkbox"/> Other Non-Profit Org

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 Agency

OFFICE USE ONLY

State Agency & SHS #

Contact Person Name & Title

Contact's Phone #

Parks & Lands 22 SHS

SNOWMOBILE TRAIL USE PERMIT

With Bridge Without Bridge

THIS PERMIT, is granted this ___ day of _____, 20 ____, by _____, Permittor(s) to the _____ to establish and maintain on the hereinafter described land, Permittee(s) a snowmobile route. Said _____, the (recorded owner or lessees) grants this Permittor(s) permit over and upon the following described premises situated in the County of

_____, _____, in the State of Maine for the period
County Township/Municipality
from _____ to _____
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 snowmobile route shall be open to the general public without charge for snowmobile purposes and shall be properly signed to direct snowmobile traffic and notify motor vehicle traffic on road crossings.
- 3. The Permittor(s) or his/their authorized representatives shall at all times have the right to enter upon said snowmobile route for any purpose necessary to carry out his power and duties.
- 4. The permit is for a _____ foot wide route over the lands to be used as depicted on the attached map.
- 5. The Permittor(s) shall have the right to close said snowmobile route with the advance written notice to the Permittee.
- 6. All rubbish, debris, and garbage of any nature or kind arising out of the use of the trail shall be promptly picked up and disposed of properly.
- 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. The Permittor(s) (AGREE/ DISAGREE) to allow the use of ALL-TERRAIN VEHICLES and WHEELED VEHICLES on approved snowmobile route for ADMINISTRATIVE PURPOSES ONLY.
- 11. This permit prohibits future claims of adverse possession and/or prescriptive use by Permittee(s) for the permitted snowmobile route.
- 12. Permission to Map Yes ___ No ___
- 13. Permission to install cameras to help law enforcement with trespass, dumping or other issues? Yes___ No ___
- 14. ___ If checked, this trail use permit includes bridge(s) and Club will obtain all permits (DEP/LUPC) for trail bridges and maintain them at the club's expense.

Date

Landowner Signature

Club/Town & Club Representative Signature



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

PAUL R. LEPAGE
GOVERNOR

WALTER E. WHITCOMB
COMMISSIONER

August 2018

Dear Club Representative/Landowner,

Once again this year we will provide insurance for the State funded snowmobile trails as the attached memo from David Fitts indicates. The basic insurance coverage we provide for snowmobile trails is \$400,000 per occurrence.

We feel the existing State law (M.R.S.A. Title 14 159A attached) fully protects all the landowners and authorized trail maintainers in the State of Maine against potential liability. There have been no accident cases involving authorized snowmobile trails that we are aware of in Maine where a club or landowner has been held liable for the accident since this program started in 1970. The "Limited Liability for Recreational or Harvesting Activities" statute is very clear, including the potential reimbursement for attorney's fees in Section 6.

In our opinion, the primary purpose for our trail insurance is to protect landowners and the local trail administrators against the potential costs associated with litigation if a case is brought to court. If a claim develops, each claim for loss or damage shall be adjusted separately. Until such time as additional coverage is determined necessary, we will not increase the current protection. It is fairly common for clubs to purchase their own liability insurance today. A few of those policies do in fact cover landowners too. If a club does have that coverage, your policy is then the primary carrier and ours is secondary backup.

We feel strongly that private and public landowners in Maine are now and will continue to be fully protected through this program for allowing snowmobile trails to be maintained on their property. It is very important that the maintained trails are drawn accurately on a quality map filed with the State as part of the authorized Grant-In-Aid trails through the Snowmobile Program annually. Written landowner permission in most cases is not required to participate, but is encouraged. At the very least, we do require that you secure verbal permission from all landowners for trails maintained through this program and those participating in the municipal grant program must provide this list with the grant application.

If you have any questions, please don't hesitate to contact us at 287-4957 or David Fitts (see attached).

Sincerely,

Joe Higgins

Joe Higgins
Off-Road Recreational Vehicle Office

RON HUNT, ACTING OPERATIONS DIRECTOR
PARKS & LANDS
18 ELKINS LANE, HARLOW BUILDING



PHONE: (207) 287-3821
FAX: (207) 287-6170
WWW.MAINE.GOV/DACF/



STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE & FINANCIAL SERVICES
RISK MANAGEMENT DIVISION
CROSS OFFICE BUILDING, 3RD FLOOR
85 STATE HOUSE STATION
AUGUSTA, MAINE
04333-0085

PAUL R. LEPAGE
GOVERNOR

DAVID R. LAVWAY
ACTING COMMISSIONER

DAVID FITTS
DIRECTOR

July 17, 2018

Snowmobile Trail Liability Insurance Program

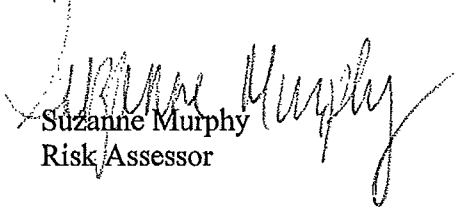
Our snowmobile trail liability insurance program will continue for another year – August 1, 2018 to August 1, 2019. The insurance has an established occurrence limit of \$400,000 per the Maine Tort Claims Act and \$500,000 for those companies with which the Department of Agriculture, Conservation and Forestry is required to have a contract in that amount. It includes defense costs within the limit of liability.

This self-insurance program provides 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 Snowmobile Trails program.

It should be understood this insurance provides defense and indemnification only for matters pertaining to the maintenance of approved trails and recreational activities as described in the land use laws on those trails. It does not insure the maintenance, ownership or use of any snowmobile or groomer.

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 Assessor

STATE OF MAINE SELF INSURANCE FUND

POLICY #: **IMF19/522**
POLICY TERM: **August 1, 2018 to August 01, 2019**
ANNUAL POLICY PREMIUM: **\$3,017.74**

RENEWAL OF: **IMF18/522**
INCEPTION: **12:01 A.M.**
RATE: **13,717 MILES @ .22 EACH**

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

ADDITIONAL INSUREDS: **Snowmobile associations, organizations or individuals who (A) own, maintain, occupy or lease property on which DACF has approved snowmobile trails and (B) have signed an approved DACF agreement for the Snowmobile 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: **\$1000 per occurrence.**

COVERED LOCATIONS AND/OR ACTIVITIES

Recreational activities conducted out of doors, including, but not limited to hunting, fishing, trapping, camping, hiking, sightseeing, operating snow traveling and all-terrain vehicles, or skiing occurring on snowmobile trails which at the time of the occurrence were approved and recorded by the named insured, DACF, as part of the Snowmobile 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) Motorized equipment including but not limited to motor vehicles, motorized trail grooming devices, special mobile equipment, trailers, and snowmobiles are excluded from coverage under this policy;
- 2) Willful or malicious failure by any insured to guard or to warn against a dangerous condition, use, structure or activity;
- 3) 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:
 - (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, 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
- 4) Any injury caused by acts of persons to whom permission to pursue any recreational or keep the premises safe or to warn of danger.

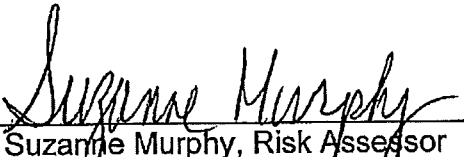
SUBROGATION

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 them. 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, Bureau of General Services, 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, Risk Assessor
Risk Management Division

Any questions on coverage, conditions, or exclusions should be sent to the Risk Management Division in writing to 85 State House Station, Augusta, Maine 04333-0085. Telephone number is 1-800-525-1252.

Title 14, §159-A, Limited liability for recreational or harvesting activities

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§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. [2003, c. 509, §1 (amd).]

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.

[1993, c. 622, §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, recreational caving, sight-seeing, operating snow-traveling and all-terrain vehicles, skiing, hang-gliding, 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.

[2001, c. 113, §2 (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.

[2003, c. 509, §1 (new).]

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. [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: [1995, c. 566, §1 (amd).]

A. Extend any assurance that the premises are safe for those purposes;

[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

[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.

[1993, c. 622, §1 (amd).]

4. Limitations on section. This section does not limit the liability that would otherwise exist: [1995, c. 566, §1 (amd).]

A. For a willful or malicious failure to guard or to warn against a dangerous condition, use, structure or activity;

[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

Title 14, §159-A, Limited liability for recreational or harvesting activities

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

[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.

[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. [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. [1995, c. 566, §1 (amd).]

PL 1979, Ch. 253, §2 (NEW) .

PL 1979, Ch. 514, §1 (AMD) .

PL 1979, Ch. 663, §75 (AMD) .

PL 1983, Ch. 297, §2 (AMD) .

PL 1985, Ch. 762, §25 (AMD) .

PL 1993, Ch. 622, §1 (AMD) .

PL 1995, Ch. 566, §1 (AMD) .

PL 2001, Ch. 113, §2 (AMD) .

PL 2003, Ch. 509, §1 (AMD) .

Machine Rate Worksheet
Grooming equipment NOT previously reported.
Only fill this out if club hasn't already.

Club:

Machine description:

_____ Year and Model

Input Data

Purchase price	\$	_____
Machine Horse Power		_____ hp
Machine life (How long is club keeping Equipment)		_____ yrs
Salvage Value (What will Equipment be worth when done)		_____
Average yearly repair costs	\$	_____
How many hours are scheduled for this equipment		_____ per year
Interest rate if Bank loan is involved		_____ %
Insurance cost per year	\$	_____
Fuel consumption rate (How many Gallons per hour)		_____ gal/hp-hr
Fuel Cost per Gallon	\$	_____ per gal
Oil and Grease (Cost per Year to maintain)	\$	_____
Operator wage and benefit rate	\$	_____ hr

Comments:

Was equipment purchased using the Snowmobiles Programs Capital Equipment Grant

Circle One Yes / No

Mail to:

Department of Agriculture, Conservation and Forestry
Snowmobile Program
22 SHS
Augusta ME 04333-0022

Contact:

joe.higgins@maine.gov
Joe Higgins 287-4959



DEPARTMENT OF AGRICULTURE, CONSERVATION & FORESTRY
 BUREAU OF PARKS & LANDS
 OFF-ROAD RECREATIONAL VEHICLE OFFICE
 SNOWMOBILE PROGRAM
 22 STATE HOUSE STATION
 AUGUSTA, MAINE 04333-0022
 PH 207-287-4957 FAX 207-287-8111

Received
Posted

(SEE BACK)

SNOWMOBILE TRAIL SIGN ORDER SHEET

Club Name: _____

Miles of Trails: _____

Mail To: (*Signs are delivered by UPS – No PO Boxes)

Name: _____ c/o _____












Tel: _____

Address: _____

City/State: _____ Zip: _____

Person in club responsible for trail signing: _____

Below are the trail signs available, please indicate the **NUMBER** of **EACH** sign needed.

 10x10 Trail ID <input type="checkbox"/>	 10x10 Trail Information <input type="checkbox"/>	 10 x 10 Respect Landowners Stay on Marked Trail <input type="checkbox"/>	 10x10 Arrow <input type="checkbox"/>
 12x12 Caution <input type="checkbox"/>	 12x12 Stop Ahead <input type="checkbox"/>	 7x7 Object Marker <input type="checkbox"/>	 12x12 Stop <input type="checkbox"/>
 10X10 No Motorized Vehicles <input type="checkbox"/>	 10x10 No Snowmobiling <input type="checkbox"/>	 12x12 Services <input type="checkbox"/>	Operating snowmobiles in a reasonable, responsible, and prudent manner is the responsibility of the operator for the conditions they see ahead.

Stickers are available for Caution signs (please indicate quantity):

Bridge	Fencing	Gate
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Junction	Logging	
<input type="checkbox"/>	<input type="checkbox"/>	

PLEASE CHECK A DELIVERY METHOD:

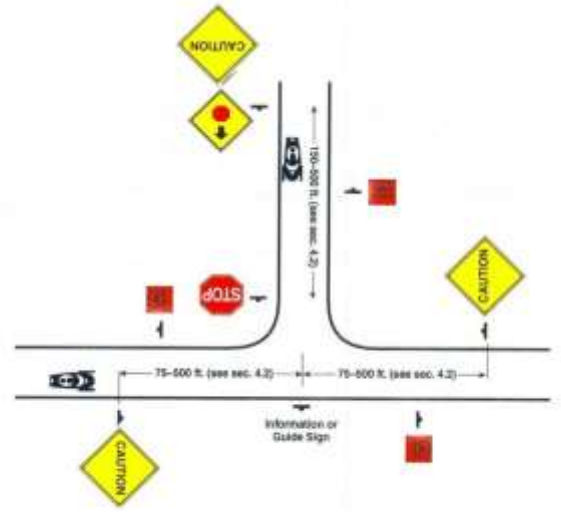
ORV office pickup Mail
 MSA Show pickup: Friday Saturday Sunday

ITS & ITS TRAIL CONNECTOR SIGNS are available through MSA, Contact: Mike Grass Sr. cell# 207-745-2745 or e-mail grasslands252@gmail.com

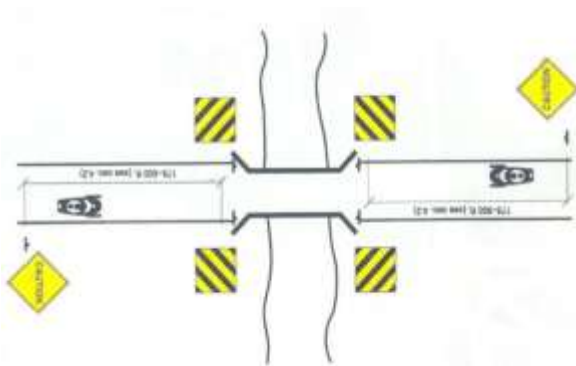
- Road Crossing



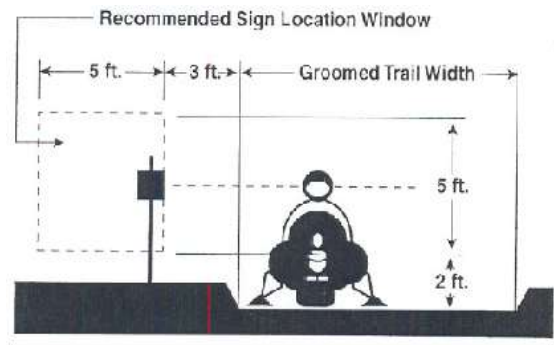
- Intersection



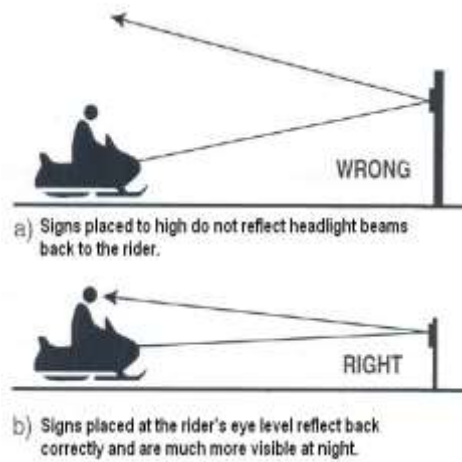
- Bridge



- Sign Location Window



- Sign Orientation



- Arrows are to be used ONLY to warn of a turn that is 90 degrees or more and placed as shown.

