



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

July 2018

Dear Project Administrator,

The Off Road Recreational Vehicle Office will sponsor a Municipal/County Grant-in-Aid for snowmobile trail maintenance this year. Enclosed you will find the Snowmobile Municipal/County Trail Grant-in-Aid application package for the 2018-2019 season.

It is imperative that you read and understand the Information and Guidelines since they are a part of the contractual obligations, but a separate document. Projects that sponsor multiple clubs must continue to document what each club applies for so we can track applied and reimbursed costs for each club within one grant. This helps those following our program to see transparency.

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.

Forms are available for printing at www.parksandlands.com from the Parks home page. If you have any questions, please don't hesitate to contact us as follows.

Joe Higgins

joe.higgins@maine.gov

207-287-4959

Please remit paperwork to:

Department of Agriculture, Conservation and Forestry
Snowmobile Program
22 State House Station
Augusta ME 04333

We look forward to working with you. The application deadline remains December 1, 2018.

See you on the trails.

Sincerely,

Joe Higgins

Joe Higgins
Municipal/County Grant-in-Aid Program

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 AGRICULTURE, CONSERVATION AND FORESTRY
BUREAU OF PARKS AND LANDS
SNOWMOBILE PROGRAM
22 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0022
PH 207-287-4957 FAX 207-287-8111

MUNICIPAL/COUNTY APPLICATION CHECKLIST

- Application / Agreement
- Project Description
- Landowner list and permission forms
- Trail map - Enclosed. Must verify and return.
- Postmarked by DECEMBER 1**



**STATE OF MAINE
DEPARTMENT OF AGRICULTURE, CONSERVATION AND FORESTRY
BUREAU OF PARKS AND LANDS**

**SNOWMOBILE PROGRAM
22 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0022**

**APPLICATION / AGREEMENT / CERTIFICATION
MUNICIPAL / COUNTY GRANT-IN-AID PROGRAM
YR _____ - _____**

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: _____

Mileage of proposed trail: _____ (one way)

	<i>Requested</i>	<i>State Use Only</i>
Estimated administrative cost for processing land use permits, grant administrative labor, insurance, remote radios (Many items eliminated.)	\$ _____	\$ _____

Estimated cost of facilities such as plowing remote parking, gates (All other items eliminated.)	\$ _____	\$ _____
--	----------	----------

Estimated cost of maintenance including grooming of trails, normal ditching, brushing, bridge repair, picking up litter, etc.	\$ _____	\$ _____
---	----------	----------

Total estimated cost of project	\$ _____	\$ _____
--	----------	----------

<i>State Use Only</i>
Approved total grant \$ _____
% of approved cost _____ %

**APPLICATION / AGREEMENT / CERTIFICATION
MUNICIPAL / COUNTY GRANT-IN-AID PROGRAM**

THIS IS TO CERTIFY that the _____ has authorized and hereby authorizes _____ (Municipality/County)

_____ to make application for financial assistance under the provisions of the _____ (Project Director) Off-road Recreational Vehicle Office, Snowmobile Trail Fund (M.R.S.A. Title 12, Chapter 220, Subchapter 8, § 1893-3) for the maintenance of the _____ snowmobile trail system. _____ (Municipality/County)

THIS FURTHER CERTIFIES that the above named Project Director is familiar with the terms and conditions of the Grant-In-Aid Program administered by the Off-road Recreational Vehicle Office from the Snowmobile Trail Fund and has authorized and hereby authorizes _____ to enter into said agreement between the _____ and the State of Maine upon approval of the above _____ (Project Director) (Municipality/County) identified project by the Off-road Recreational Vehicle Office.

THIS FURTHER CERTIFIES that the _____ has been legally constituted and is responsible for planning for and carrying out the municipal recreation program and _____ will be responsible, on behalf of the _____ for the continued operation and maintenance _____ (Project Director) (Municipality/County) of the completed project in accordance with the terms and conditions of the Snowmobile 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.

By signing this document we have reviewed, understand and are in compliance with the Information and Guidelines for the Municipal/County Grant-in-Aid Program, are utilizing the Trail Maintenance Labor/Equipment Reimbursement Rate Guidelines and the Allowable Grant Expenses.

Municipality/County: _____ County: _____

Municipality/County: _____ Date: _____
Signature

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

State Use Only

VC #: _____ Enc. Amt: _____

Appropriation #: **014-01A-8130-81-** _____

By: _____ Date: _____
Director

_____ Date: _____
Commissioner, Department of Agriculture, Conservation and Forestry

PROJECT DESCRIPTION

Year 2018-2019

Page 1 of 1

Club/Municipality: City of Augusta

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



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

INFORMATION AND GUIDELINES
MUNICIPAL / COUNTY GRANT-IN-AID PROGRAM

RE: Administration of Grants-In-Aid to Municipalities & Counties for Snowmobile Trails and Facilities, M.R.S.A., Title 12, Chapter 220, Subchapter 8, §1893-3.

By signing the application you are acknowledging that you have reviewed, understand and agree to manage your trail system in compliance with these guidelines.

This package helps to explain the Municipal and County Grants-In-Aid Program for snowmobile trail development and maintenance with the Off-road Recreational Vehicle Office, Snowmobile Program. Under the terms of the municipal grant program, the State can cost share up to, but not exceed 50% when the trail system is solely within the municipal or town boundaries. In the event that two or more municipalities or counties work together in developing and administering a trail system, or when a municipality or county assumes responsibility for a trail system that extends beyond its boundaries or crosses multiple townships and the trail system is determined by the director of the Off-road Recreational Vehicle Office to be of regional significance and contributes to the overall objective of developing a high quality main artery trail connecting one community with another, the project may be considered for up to 70% State assistance if adequate funds are available. All trail project descriptions will require approval by the Off-road Recreational Vehicle Office which will determine the appropriate State share. The approved percentage may change annually depending on funds available to the program, but will not exceed 70% of the approved cost.

All applications for winter trail grooming assistance during the snowmobile season must be submitted to the Off-road Recreational Vehicle Office no later than **December 1**.

Included is the Application/Agreement to be completed and a sample project description, worksheets, proof of payment, and reimbursement request forms. Also included is a land use permit form, which may be used to obtain authorization to cross public or private property. This form will meet the program's requirements when requesting Off-road Recreational Vehicle Office assistance.

The Applicant 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 director of the Off-road Recreational Vehicle Office.

I. PROCEDURES FOR APPLYING FOR A GRANT

The following materials must be submitted when requesting assistance for a municipal snowmobile trail project. All materials must be original documents (no fax or email documents accepted) except the map showing the project location.

A. Application / Agreement – Completed and signed by the county/municipality and person authorized as the Project Director.

1. The estimated costs specified on the application may include minimal administrative labor costs incurred preparing grant material and reimbursement requests. May also include land use permit and administration fee,

remote radio costs, trail liability insurance, Secretary of State Bureau of Corporations, Elections and Commissions' corporation fee for club, and Land Use Planning Commission (LUPC)/Department of Environmental Protection (DEP) permit fees. See the Allowable Grant Expenses (attached).

2. We have eliminated all other costs such as PO Box fees, paper, ink, website management, cell phones, club house insurance, electric bills, sewer bills, and water bills.

3. Some maintenance of facilities such as plowing remote parking lots open to the public for snowmobile trail access may be an eligible expense, but not plowing club, town, business or groomer parking, no bathrooms, porta-potties or landscaping allowed.

4. Cost of maintenance of existing trail including winter grooming of the trail, erection of trail signs, bridge maintenance and cutting brush is a priority for limited state aid funding. We have adjusted the large equipment grooming rates to reflect increased real costs.

- B. Project Description - A detailed description of the proposed project must be submitted before project funding can be considered. The description must include all work to be funded, including the type and cost of necessary equipment, the 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. If the winter grooming phase of 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 require an hourly rate for contracts and services in our rate guidelines or use Maine Department of Transportation (MDOT) rates for private equipment. The construction of bridges and other work adjacent to waterways require written permits from or notification to DEP or LUPC depending on the location and the landowner. **DEP regulations require all work in the Shoreland Zone be performed or supervised by a DEP certified contractor/project manager, and in compliance with established trail Best Management Practices (BMP). Copies of these notices or permits are required if state funding assistance is sought.** Any project single trail maintenance item over \$5000 must be pre-approved or is not eligible for reimbursement.

The work may include the following:

★ **Review the Trail Maintenance Labor / Equipment Reimbursement Rate Guidelines and Allowable Grant Expenses.**

- C. Map - A detailed map of the proposed snowmobile trail project must be submitted. The map should be a topographical map or copy of equal quality. The map must show the proposed trail, water crossings, available parking lots, the relationship with existing trails in surrounding areas and the number of miles in the project. Club and municipal trails on the same map is okay, but they must be distinguishable by different colors or type.
- D. Landowner Permission - If the request for financial assistance is strictly for winter grooming, a list of landowners for the trail system must accompany the request. In the event that the application is requesting financial assistance for replacing a bridge or use of heavy equipment, such as bulldozers/excavators landowner permission must be in writing for the entire area to be improved or repaired.

II. REIMBURSEMENT

A request for reimbursement may be submitted on a monthly or quarterly basis or at the end of the season, whichever suits the municipality/county. It may be advantageous to the municipality/county if the requests are submitted monthly because they will not need to have funding for the entire approved project. This is a reimbursement for expenditures made, for

example, the program funds a \$5,000 project up to \$3,500. Requests submitted monthly for \$1,000 will, for example, keep reimbursement funds flowing back to the municipality each month. **The final trail maintenance reimbursement request must be postmarked no later than May 15 of the following year in which the project was carried out.**

Reimbursement requests postmarked after **May 15** of the year will be reduced by 10% of the approved grant or eligible reimbursement, whichever is less per day beginning on **May 16**. Items not approved by the program on the Project Description or by an amendment will not be reimbursed. The method of filing for reimbursement is as follows:

- A. Submit one completed copy of the Request for Reimbursement form. The reimbursement request must be signed by the person the municipality/county gave the authority to submit the application requesting financial assistance.
- B. Submit 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" for all reimbursements. Worksheets are not considered invoices or receipts.
- C. The worksheets provided by the program must be completed by the Project Director and trail crews as work is performed or purchases made. A copy of the worksheet must be completely filled out and forwarded to the program with the reimbursement request. The worksheet briefly describes where the work was done by site location or trail number, date of work, and the number of hours the work was performed per day. Do not lump time on one line for the month or season.
- D. Upon receipt of the reimbursement request, the director of the Off-road Recreational Vehicle Office will review the request to ensure compliance with the terms of the approved project description. Reimbursement will be made on the basis of the previously approved cost share percentage for the work performed between the dates covered by the reimbursement request. All expenses incurred during the period covered should be included on the appropriate request for reimbursement and not carried over to a later request.

The Applicant shall retain for three years and make available to the State, all records relating to receipts and expenditures of funds under this Agreement.

The State of Maine shall not assume any liability for any expense incurred by the Applicant; (I) which expense was not expressly approved in writing in advance by the director of the Off-road Recreational Vehicle Office or, (II) after depletion of the grants-in-aid funds available for the allocated to any given trail. All obligations of the State hereunder are subject to the availability of funds in the Snowmobile Trail Fund.

III. SNOWMOBILE TRAIL DESIGN AND CONSTRUCTION GUIDELINES

A. Recommended Trail Guidelines

1. Snowmobile Trails

- a. If there is a "one-way" trail designation, the minimum trail width should be 6 feet, unless where specifically restricted by landowners or authorized by the program.
- b. If there is a "two-way" trail designation, the minimum trail width should be 8 feet, unless specifically restricted by landowners or authorized by the program.
- c. Brush should be cleared from an area 1 foot beyond the edge of the trail.
- d. The minimum turning radius for a one-way trail is 20 feet; for a two-way trail it is 30 feet.

e. Branches, limbs, and brush should be cleared to a height of 8 feet above the trail.

f. Sustained grades and slopes should not exceed 20%.

g. All signs should be those provided by the program or of the same design as those provided by the Off-road Recreational Vehicle Office. Since we provide signs at no charge, reimbursements for sign purchases are not allowed.

2. Snow banks at road crossings should be cut back to provide adequate visibility in both directions. Snow banks should be kept low at trail crossing points to permit easy exit and entrance to the trail. Warning signs may be installed on the trail at a sufficient distance from the road crossing to allow snowmobilers to stop. Maine Department of Transportation warning signs should be installed on controlled access highways and major interstate highways to warn motorists of the snowmobile trail crossing. Requests for crossing signs along the highway will follow the policy established by MDOT. The applications are available at the program's Snowmobile Program office or on our website www.parksandlands.com.

3. When approaching or leaving a slope or grade, the trail should be straight for a sufficient distance to permit a safe transition.

4. It is extremely important to maintain the trail for the use and enjoyment of the intended user. Periodic grooming is needed to eliminate moguls. It is recommended that heavily used trails be groomed as soon as possible after each new snowfall. It is of the utmost importance that a snow base be established as early as possible in the season. Once a base is established, it is much easier to maintain a smooth trail. It may be impossible to have a regular maintenance schedule and abide by it. The frequency of grooming will depend on the amount of snowfall and snowmobile traffic on each particular trail each day. During the peak of the use season (mid-January to mid-March) nighttime grooming is much more effective because of reduced traffic and air temperatures. Nighttime grooming also improves the safety of the groomer operator and riders. We strongly recommend all groomer operators successfully complete our groomer awareness safety DVD.

Certification of completion is required for all groomer operators for participation in the Capital Equipment Reimbursement Grant.

5. Snowmobile trails should not be routed over lakes, streams or other bodies of frozen water. If stream or river crossings are necessary, provide bridges at least 5 feet wide or wider if large grooming equipment is to be used. Permits or notifications may be required by LUPC or DEP to build bridges over navigable streams. Consult our trail Best Management Practices manual for guidance.

6. Trails should not be routed along steep side slopes or inclines.

7. Trails should be laid out so they avoid conflicting uses or any areas of potential conflict such as tree plantations, nurseries, conflicting uses or other areas where trail development or use might cause damage.

8. Best Management Practices, published by this program, must be followed at all times during trail rehabilitation or maintenance.

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
from _____ to _____.
County Date Township/Municipality 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.

Landowner Signature

Date

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

July 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

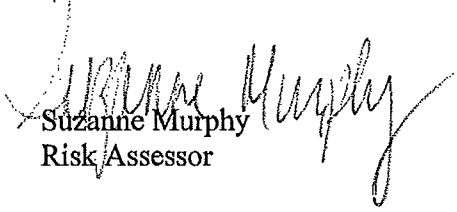
Our snowmobile trail liability insurance program will continue for another year – August 1, 2018 to August 1, 2019. The insurance has an established occurrence limit of \$400,000 per the Maine Tort Claims Act and \$500,000 for those companies with which the Department of Agriculture, Conservation and 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.

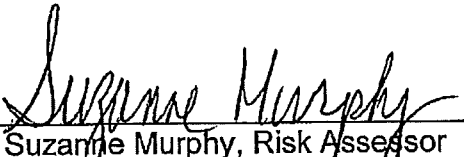
SUBROGATION

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