

## **AGREEMENT**

### Municipal Grant-In-Aid Program

THIS AGREEMENT, MADE THIS \_\_\_\_\_ day of \_\_\_\_\_, 2009.  
between the State of Maine acting by and through the Director, Bureau of Parks & Lands, hereinafter referred to as the State, and \_\_\_\_\_ hereinafter referred to as the Municipality.

WHEREAS, the Municipality desires to establish, construct and maintain a public ATV trail system and,  
WHEREAS, by M.R.S.A. Title 12, Section 1893 Paragraph 1B and Section 1893, Paragraph 2A & B,  
the Director of the Bureau of Parks & Lands is authorized to make grants-in-aid to Municipalities from the monies in the State Parks & Lands, ATV Trail Fund.

NOW THEREFORE, IT IS AGREED between the parties hereto:

The State agrees to reimburse the Municipality \_\_\_\_\_ of the cost of trail acquisition, development, and maintenance pursuant to and in accordance with this Agreement. In no event shall the total liability of the State under this Agreement exceed in the aggregate sum of \_\_\_\_\_ without the prior written consent of the State.

This Agreement is subject to the following terms and conditions.

A. The Municipality shall not be entitled to any reimbursement hereunder with respect to any proposed trail unless the entire trail plan shall have been approved in advance as hereinafter provided by the Supervisor of the ATV Program, Department of Conservation, Bureau of Parks & Lands.

1. The Municipality shall submit to the Supervisor of the ATV Program, Bureau of Parks & Lands, the following trail documentation (hereinafter called the "trail plan"):

a. A topographic map or a local tax map designating to the satisfaction of the State, the location of the proposed trail system over all lands, including public and private. Where the State so requests parcel number shall be assigned to each parcel and a distinction made, on the map, between the private landowners, and public lands over which the trail is proposed to go.

- b. A list of landowners and parcel numbers corresponding to the map of the land owned by each as requested.
- c. A work plan for the proposed trail. The work plan when accepted by the State shall constitute the obligation of the Municipality to do all things contained in the work plan at the Municipality's expense, as if said work plan were a part of this Agreement.

The work shall provide the following:

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

3. Any approval of the trail plan by the Supervisor shall be in writing to the person appointed by the Municipality as administrator of the trail.
4. The Municipality shall strictly adhere to the terms of the approved trail plan and shall not amend, revise, or alter the same without written approval of the Supervisor of the ATV Program.
5. The provisions of Title 5 M.R.S.A. {782(2) regarding non-discrimination in employment are hereby incorporated into this Agreement by reference as if the same were set out in full herein, and the Municipality agrees to comply therewith.

B. The Municipality shall provide copies of any permits that may be required by law to the Supervisor of the ATV Program before approval can be given for the proposed trail plan. (Examples: Health & Welfare Sanitary Facilities, DEP, LURC, (if proposed development is in the unorganized area of the State), etc.

C. Subject to budgetary and staff limitation, the State shall provide reasonable technical assistance to the Municipality in the development of ATV trails and related facilities.

The State agrees to reimburse the Municipality on the basis of \_\_\_\_\_ of all costs directly related to the acquisition of easements, development and maintenance of ATV trails, subject to the terms of this Agreement.

1. The costs incurred must be in accordance with the trail plan as approved by the Supervisor of the ATV Program and any approved revision thereto.
2. The Municipality may acquire land by easement, lease or permit. Any trail easement, lease or permit shall be for such term as is necessary, in the opinion of the Supervisor of the ATV Program, to fully utilize facilities and to implement the purposes hereof.
  - a. An affidavit must be provided to insure that the person or entity who is the grantor of the rights to use the land for the proposed ATV trail is the same person or entity shown in the records in the

office of the Registrar of Deeds, in the County in which the land is located, to be the owner of the property. All instruments of conveyance, affidavits and the like are subject to approval as to form and content by the State. The State may where it deems the same is necessary; require adequate title opinions to be provided to the State by the Municipality at the Municipality's expense.

3. Contracts entered into by the Municipality for development or services, which are funded in whole or in part by the State, shall, wherever State law so requires as determined by the Supervisor of the Program, be awarded through competitive bid and following approval of such contracts by the Supervisor.

D. The Municipality shall submit receipted invoices of the out-of-pocket costs actually incurred by it in the establishment, development and maintenance of the approved ATV trail.

a. Upon the submission, not more often than once monthly, of receipted invoices of trail costs, the Municipality may request the State to pay \_\_\_\_ of the amount so submitted and approved by the Supervisor.

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

E. The State of Maine shall not assume any liability for any expense incurred by the Municipality; (I) which expense was not expressly approved in writing in advance by the Supervisor of the ATV Program or, (II) after depletion of the grants-in-aid funds available. All obligations of the State hereunder are subject to the availability of funds in the ATV Trail Fund.

F. The Municipality shall operate and maintain the trails and facilities in good and safe condition of their purposes and in accordance with all applicable federal, state and local laws, ordinance, codes, rules,

regulations and standards. The Municipality shall not assign, transfer, lease or encumber its rights or obligations hereunder in or to the trails or facilities without the State's prior written consent. The Municipality shall indemnify, defend and save the State and its employees harmless from and against any claims, losses, liabilities, costs, expenses, damages or other obligations of any nature in any way arising out of or in connection with the use, occupation, construction, development, repair or maintenance of any property, facilities or equipment used in connection with the facilities funded under this Agreement.

Upon request of the State, the Municipality shall, at its own cost and expense, provide and keep in force comprehensive general public liability insurance against claims for personal injury, death, property damage occurring on, in or about any property or facilities funded under or used in connection with this Agreement, or respecting the use of any vehicle or equipment used in connection therewith. Any such insurance shall be in an amount form and content determined from time to time by the State, shall include the State as a named insured at the State's request, and shall be carried by responsible companies satisfactory to the State. The State may at any time inspect any facilities or equipment used in connection with this Agreement.

- G. Once the trail plan has been approved, the Municipality shall proceed to acquire the necessary interest in the land, establish the trail and open it to use by the general public. Should the Municipality fail to expedite completion of this project or fail to provide for adequate maintenance to keep the trail reasonably safe for public use, provide sanitation and adequate sanitary facilities where needed, and other maintenance and/or facilities as the State may deem necessary, or fail to comply with any provision of the Agreement (including the trail plan), the State may withhold any future payments and terminate this Agreement immediately upon written notice to the Municipality at its town office. If the Municipality receives any funds improperly paid or misapplies or misuses any funds received from the State pursuant to this Agreement, or if the State incurs or is charged with any costs, expenses or damages in connection with the property which is the subject of this Agreement (except as herein expressly provided), the

Municipality shall immediately upon demand promptly reimburse the State for all such amounts. If the Municipality fails to make such payment, the State may withhold all or any part of the monies which may be payable to the Municipality under other State programs, by invoking the provisions of Title 5 M.R.S.A., Section 133 or otherwise.

**MUNICIPAL APPROVAL**

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

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

Title \_\_\_\_\_  
Chairman of Board of  
Selectman/Town/or City  
Manager

**STATE OF MAINE APPROVAL**

Department of Conservation  
Bureau of Parks & Lands

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

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

Pre-approved as to form by the Office of the Attorney General, 2/2007