



**Snowmobile Program
Municipal/County Grant-In-Aid Program
Agreement
2008-2009**

THIS AGREEMENT, MADE THIS _____ day of _____, 2008 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 Applicant.

WHEREAS, the Applicant desires to establish, construct and maintain a public snowmobile trail system and,

WHEREAS, by M.R.S.A. Title 12, Chapter 220, Subchapter 8, §1893-3 the Director of the Bureau of Parks & Lands is authorized to make grants-in-aid to Municipalities and Counties from the monies in the State Parks & Lands, Snowmobile Trail Fund.

NOW THEREFORE, IT IS AGREED between the parties hereto: The State agrees to reimburse the Applicant _____ % 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 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 ORV Division, Department of Conservation, Bureau of Parks & Lands.
1. The Applicant shall submit to the Director of the Off Road Vehicle Division(ORV), Bureau of Parks & Lands, the following trail documentation (hereinafter called the "trail plan"):
 - a. A quality 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 proposed 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 Applicant to do all things contained in the work plan at the Municipalities expense, as if said work plan were a part of this Agreement.
- B. The work may include the following:

1. Clearing and maintaining trail;
 2. Grooming trail as needed, depending upon snow conditions and usage, to keep it operational and safe. This provision shall include a description of the means by which this is to be performed and equipment to be used;
 3. Providing and maintaining parking areas where appropriate.
 4. Erecting signs that 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;
 5. Providing information as to the estimated number of signs needed of each denomination;
 6. Providing for adequate sanitary facilities, and warming huts as appropriate;
 7. Providing for trash receptacles and regular pickup of trash deposited (no less frequently than weekly);
 8. Removing all signs, posts or other related facilities after the season if required by the landowners or by the State; and
 9. Designation of an officer or agent of the Applicant to serve as administrator of the program hereunder.
- C. The Applicant may make any revisions in the original trail plan necessary to make the plan acceptable to the Director of the ORV Division.
- D. Any approval of the trail plan by the Director shall be in writing to the person appointed by the Municipality/County as administrator of the trail.
- E. The Applicant 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 Director of the ORV Division.
- F. The provisions of M.R.S.A. Title 5, Section 782, Subchapter 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 Applicant agrees to comply therewith.
- G. The Applicant shall provide copies of any permits that may be required by law to the Director of the ORV Division before approval can be given for the proposed trail plan. (Examples: Health & Welfare Sanitary Facilities, Environmental Protection Agency, LURC, (if proposed development is in the unorganized area of the State), etc.
- H. Subject to budgetary and staff limitation, the State shall provide reasonable technical assistance to the Applicant in the development of snowmobile trails and related facilities.
- I. The State agrees to reimburse the Applicant on the basis of _____ % denomination; all costs directly related to the acquisition of easements, development and maintenance of snowmobile trails, subject to the terms of this Agreement.
1. The costs incurred must be in accordance with the trail plan as approved by the Director of the ORV Division and any approved revision thereto.
 2. The Applicant may acquire land by easement, lease or permit, but in no event where the proposal calls for the construction of parking areas or any other permanent structure shall the term be less than 5 years or such longer term as the State may require. Any trail easement, lease or permit shall be for such term as is necessary, in the opinion of the Director of the ORV Division, 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 snowmobile 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 Applicant at the Applicant's expense.
3. Contracts entered into by the Applicant 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 Director of the Program, be awarded through competitive bid and following approval of such contracts by the Director.
- J. The Applicant shall submit receipted invoices of the out-of-pocket costs actually incurred by it in the establishment, development and maintenance of the approved snowmobile trail.
1. Upon the submission, not more often than once monthly, of receipted invoices of trail costs, the Applicant may request the State to pay _____ % of the amount so submitted and approved by the Director.
 2. The Applicant shall retain for three years and make available to the State, all records relating to receipt and expenditures of funds under this Agreement.
- K. 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 ORV Division or, (II) after depletion of the grants-in-aid funds available for and allocated to any given trail. All obligations of the State hereunder are subject to the availability of funds in the Snowmobile Trail Fund.
- L. The Applicant 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 Applicant 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 Applicant shall indemnify, defend and save the State and its employees harmless from and against any claims, losses, liabilities, costs, expenses, damages or other obligations of any nature in any way arising out of 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 not covered by Title 14 Chapter 741 Maine Tort Claims Act or Title 14 159a Landowner Liability Law. Upon request of the State, the Applicant shall, at its own cost and expense, provide and keep in force comprehensive general public liability insurance against claims for personal injury, death or property damage occurring on, in or about any property or facilities funded under or used in connection with this Agreement, or respecting the use of any vehicle or equipment used in connection therewith. Any such insurance shall be in an amount form and content determined from time to time by the State, shall include the State as a named insured at the State's request, and shall be carried by responsible companies satisfactory to the State. The State may at any time inspect any facilities or equipment used in connection with this Agreement.
- M. Once the trail plan has been approved, the Applicant shall proceed to acquire the necessary interest in the land, establish the trail and open it to use by the general public. Should the Applicant 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 Applicant at its town/county office. If the Applicant

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

MUNICIPAL APPROVAL

Municipality/
County: _____ County: _____
Signature: _____ Dated: _____
Title: _____
Chairman of Board or Selectman/
Town/or City Manager

STATE OF MAINE APPROVAL (Office Use Only)

Department of Conservation
Bureau of Parks & Lands

By: _____ Dated: _____
Director; Off Road Vehicle Division

Pre-approved as to form by the Office of the Attorney General, 6/81