

# Corridor Management Agreement

Between

the Town of Berlin and Montpelier Area Mountain Bike Association

THIS AGREEMENT made and entered into this 13th day of March, 2024 by and between the Town of Berlin and Montpelier Area Mountain Bike Association (MAMBA).

WHEREAS: on 07/01/2021, the Town of Berlin created a Berlin Town Forest Management Plan for the Berlin Town Forest which requires Corridor Managers to enter into Corridor Management Agreements,

WHEREAS: Montpelier Area Mountain Bike Association (MAMBA) is a non-profit organization responsible for the organization of the sport of mountain biking near Montpelier, Vermont.

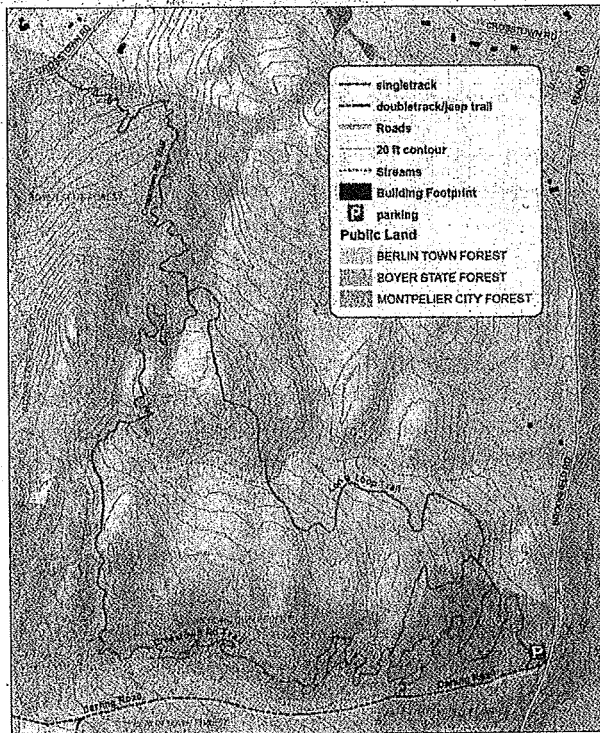
WHEREAS: The Conservation Easement on the Berlin Town Forest allows mountain biking if managed in accordance with the restrictions in the Conservation Easement and in accordance with the Town Forest Management Plan;

WHEREAS: The Town of Berlin and Montpelier Area Mountain Bike Association (MAMBA) consider it mutually advantageous to cooperate with the management and maintenance of mountain bike trails on the Berlin Town Forest.

NOW THEREFORE:

A. The TOWN OF BERLIN HEREBY AGREES TO:

1. Grant permission to Montpelier Area Mountain Bike Association (MAMBA) from May 15 to November 1, to use and to maintain in a safe condition the MAMBA bike trails north of the Darling Trail.



2. Work with and provide pertinent information to aid MAMBA in maintaining and encouraging appropriate use of the designated trails, provided that the Town shall not be obligated to provide assistance beyond that allocated in its budget.
3. Notify MAMBA when it is determined that trails are in need of repair or maintenance that should be addressed, provided, however, that the Town shall not be obligated to inspect the trails, and shall not be liable except for its own actions.
4. Notify MAMBA when timber harvest, events, or other activities may necessitate temporary closure of some trails.
5. The Town of Berlin shall from time to time amend the existing Management Plan. Said plan shall provide for the recreational access, use and management of the Berlin Town Forest. The Town of Berlin shall provide MAMBA with a copy of these plans and shall inform MAMBA of any proposed changes to the Plan.

**B. Montpelier Area Mountain Bike Association (MAMBA) HEREBY AGREES TO:**

1. Act in an independent capacity and not as officers or employees of the Town of Berlin. MAMBA shall indemnify, defend and hold harmless the Town of Berlin from all claims, suits, or demands for payment for all members, affiliates, or agents of MAMBA and any other users of the trails. Further, MAMBA shall annually provide the Town of Berlin a Certificate of Insurance (COI) showing liability insurance coverage and naming the Town of Berlin as an additional insured. Please see Attachment A for the 2023 Vermont Mountain Bike Association COI.
2. Ensure that all of their activities are in compliance with the Conservation Easement. MAMBA shall hold the Town of Berlin harmless from any failure to comply with the Conservation Easement, and take such action as shall be requested by the Easement Holders to maintain or restore compliance, except to the extent that such noncompliance was caused by the Town of Berlin. Nothing contained in this Corridor Management Agreement shall create any liability on behalf of the Easement Holder to any third party or create any right, claim or cause of action on behalf of any party other than the obligations to each other set forth herein.
3. Submit an Annual Report to the Town of Berlin or meet with the Berlin Conservation Commission by April 30 each year. The report or meeting will be used to discuss the condition of the trails; planned maintenance, repair, or construction for the trails; and any actions taken or needed to control unauthorized or inappropriate use of the trails or property.
4. Monitor and manage mountain bike use in the Berlin Town Forest to ensure a safe and enjoyable experience for all visitors. Montpelier Area Mountain Bike Association (MAMBA) will:
  - maintain the MAMBA trails to ensure the safety of both mountain bikers and all other users.
  - work with the Berlin Conservation Commission to prevent unapproved trail building.
  - partner with the Berlin Conservation Commission to prevent mountain bike use of trails not designated for mountain bikes. Currently mountain biking is allowed on the MAMBA built trails and Darling Trail.
  - educate trail users about personal safety and sustainable usage.
5. Obtain written approval from the Berlin Conservation Commission prior to performing any non-routine trail maintenance.
  - In particular, excavation, filling, grading, tree removal, reestablishment of vegetation including seeding, and trail reroutes will require written pre-approval and often ground-truthing prior to work.
  - Any use of motorized vehicles, including ATVs, to assist in maintenance must have written pre-approval from the Berlin Conservation Commission. Approval by email is acceptable.

- Conduct all maintenance and construction projects using the best available management techniques and practices such as those described in Appendix E: Trail Standards of Management Plan Irish Hill Berlin, Vermont.
  - Herbicides, pesticides, growth inhibitors, or other toxic chemicals are prohibited on the property.
  - Trails will be maintained in a condition satisfactory to the Berlin Conservation Commission.
6. Obtain and maintain, at its own expense, all permits or licenses required to maintain and manage the MAMBA trails and shall not violate the terms or conditions of any of those permits, licenses or regulations.
  7. Acknowledges that any trail development on adjoining parcels of private or public forest land is at the sole discretion of those property owners. Development and management of trails located outside of the Berlin Town Forest is the sole responsibility of MAMBA and is conducted with permission of the landowners.

C. IT IS MUTUALLY AGREED THAT:

1. Permission to perform work on the Town's Property under the terms of the agreement and any authorization supplemental hereto does not in any way convey to MAMBA, its members, officials, or persons volunteering work with MAMBA in the performance of said work, employee status or any other status that would extend to them the benefits of Town employees.
2. Any improvements constructed under the terms of this Agreement on Town property will be the property of the Town. Nothing contained herein or in the said Management Plan shall grant MAMBA any leasehold or other interest in the Berlin Town Forest property.
3. Nothing in this Agreement shall be construed as obligating the Town of Berlin to expend labor and funds in excess of allotments or appropriations authorized or available.
4. The Town of Berlin maintains the right to close the trails to mountain bike use when any of the following are true:
  - Weather conditions, such as heavy rain, muddy conditions, snow or other conditions, make the trails unsuitable for mountain bike use.
  - Use of the trails is resulting in degradation of surface waters.
  - Use of the trails is resulting in unauthorized mountain bike use or trail building on the remaining property.
  - Use of the trails has resulted in conditions that violate the Conservation Easement or the Management Plan for the Berlin Town Forest.
  - Any other reason, which in the sole discretion of the Town of Berlin would cause public safety or environmental concerns sufficient enough to close the trails to mountain bike use.
  - The MAMBA does not abide by this Agreement.
5. This agreement does not grant exclusive rights and privileges to MAMBA. The Town of Berlin reserves the right to use or allow others to use any part of the trail system.
6. This agreement may be terminated at any time by any party by giving sixty days written notice to the other parties or by mutual agreement.
7. This agreement is between the Town of Berlin and MAMBA herein named, and is not assignable or transferable unless mutually agreed upon by all parties. Nor shall MAMBA subcontract to any individual or organization to fulfill any of MAMBA's management responsibilities without the advance written permission of the Town of Berlin, which may be withheld at the sole discretion of the Town of Berlin.
8. This Agreement will be reviewed annually and renewed for one-year terms provided that MAMBA has fulfilled its duties as the Mountain Bike Corridor Manager in accordance with this Agreement,

the Vermont Land Trust Conservation Easement, and the Management Plan for the Berlin Town Forest. The Corridor Management Agreement may be renewed by mutual written consent of the Parties, sixty days prior to the expiration date.

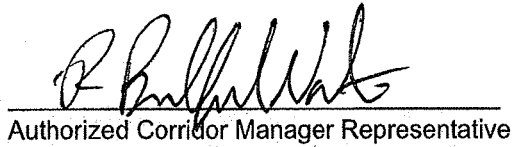
9. Termination of this Agreement shall not relieve MAMBA of its duties hereunder, including but not limited to Sections B.1 (Insurance), B.2 (VLT easement compliance) and B.6 (permitting) above.
10. There shall be no manipulation of natural watercourses, wetlands, or other water bodies, nor shall there be activities conducted on the property which would be detrimental to water quality, or which could alter natural water level or flow, except as is minimally necessary to carry out the uses permitted on these lands under this Agreement and the Conservation Easement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.



Town of Berlin Representative

4-15-24  
Date



Authorized Corridor Manager Representative

3-13-24  
Date

Attachment A Certificate of Insurance



VERMMOU-01

ELEWIS

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/20/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

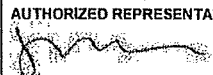
<b>PRODUCER</b> Alliant Insurance Services, Inc. 4530 Walney Rd Ste 200 Chantilly, VA 20151-2285	<b>CONTACT NAME:</b> Morgan Vershay <b>PHONE (A/C, No, Ext):</b> (703) 547-5996 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> Morgan.Vershay@alliant.com
	<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURED</b> Vermont Mountain Bike Association, Inc. PO Box 681 Waterbury, VT 05676	<b>INSURER A :</b> Great Northern Insurance Company <b>NAIC #</b> 20303
	<b>INSURER B :</b> Federal Insurance Company <b>20281</b>
	<b>INSURER C :</b> Chubb Indemnity Insurance Company <b>12777</b>
	<b>INSURER D :</b>
	<b>INSURER E :</b>
	<b>INSURER F :</b>

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			35990519	12/11/2023	12/11/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included <b>Host Liquor</b> \$ Included
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			35990519	12/11/2023	12/11/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			93647447	12/11/2023	12/11/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ <b>Aggregate</b> \$ 1,000,000 <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	71748393	12/11/2023	12/11/2024	E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
For owner of land at Town of Berlin-Irish Hill

<b>CERTIFICATE HOLDER</b>  Berlin Conservation Commission Attn: Wendy Bolles 68 Plateau Drive Berlin, VT 05641	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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