

**Corridor Management Agreement**  
**Between**  
**the Town of Berlin and**  
**Thunder Chickens, Inc., and Northfield Snowmobilers**

THIS AGREEMENT made and entered into this 5 day of JAN, 202~~1~~<sup>3</sup> by and between the Town of Berlin (Town), and two VAST Clubs: Thunder Chickens, Inc., dba Barre Town Thunder Chickens (BTTC) and Northfield Snowmobilers (NS).

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: Vermont Association of Snow Travelers (VAST) is a non-profit organization responsible for the organization of the sport of snowmobiling in Vermont.

WHEREAS: Barre Town Thunder Chickens (BTTC) will be the contact club for the Town of Berlin and Northfield Snowmobilers (NS) will hold the grooming contract with VAST.

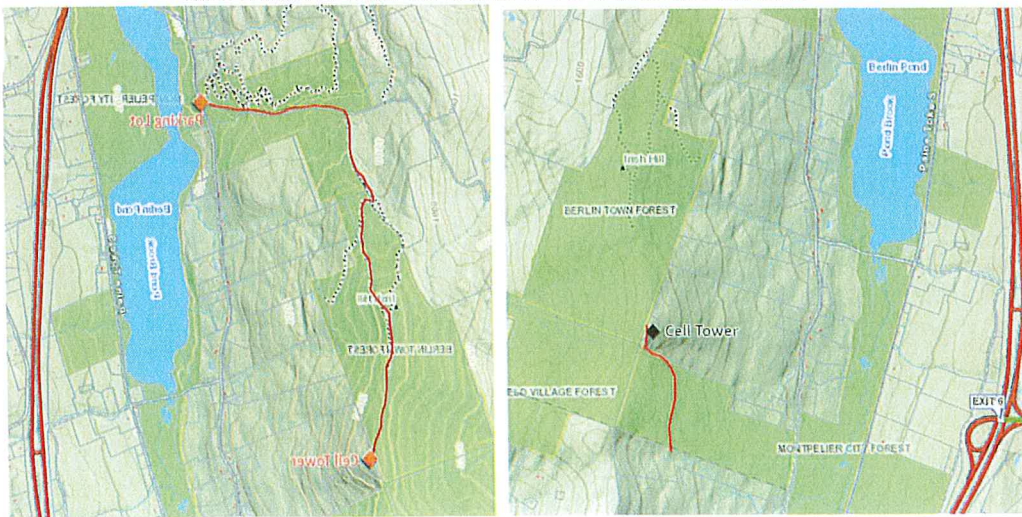
WHEREAS: The Conservation Easement on the Berlin Town Forest allows snowmobiles if managed in accordance with the restrictions in the Conservation Easement and in accordance with the Town Forest Management Plan.

WHEREAS: The Town of Berlin and BTTC and NS consider it mutually advantageous to cooperate with the management and maintenance of snowmobile trails on the Berlin Town Forest.

NOW THEREFORE:

A. The TOWN OF BERLIN HEREBY AGREES TO:

1. Grant permission to BTTC and NS, during the snowmobile season from December 16 to April 15, to use and to maintain in a safe condition the following trails in the Berlin Town Forests: Darling Trail from Brookfield Road to the junction with Ridgeline Trail, Ridgeline Trail, and the mapped trail through the Town Forest Kelly lot. Allowed seasonal routine maintenance is defined as trail grooming and the removal of fallen limbs or other obstacles in the winter trail corridor.



2. Work with and provide pertinent information to aid BTTC/NS 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 BTTC/NS 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 BTTC/NS 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 BTTC/NS with a copy of these plans and shall inform BTTC/NS of any proposed changes to the Plan.

B. Barre Town Thunder Chickens (BTTC) and Northfield Snowmobilers (NS) HEREBY AGREES TO:

1. Act in an independent capacity and not as officers or employees of the Town of Berlin. VAST/BTTC/NS 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 VAST/BTTC/NS and any other users of the trails. Further, VAST shall annually provide the Town of Berlin a Certificate of Insurance showing liability insurance coverage of at least three million dollars (\$3,000,000) per incident and an aggregate of six million dollars (\$6,000,000), and that such coverage shall name the Town of Berlin as an additional insured.
2. BTTC/NS will ensure that all of their activities are in compliance with the Conservation Easement. BTTC and NC 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. BTTC/NS will submit an Annual Report to the Town of Berlin by June 30 each year. The report will describe the condition of the trails; planned maintenance, repair, or construction for the trails; and any actions taken or required to control unauthorized or inappropriate use of the trails or property. BTTC/NS may meet this requirement by attending a Berlin Conservation Commission Meeting before June 30 for each year.
4. BTTC/NS will monitor and manage all snowmobile use in the Berlin Town Forest to ensure a safe and enjoyable experience for all winter visitors.
  - BTTC/NS will sign and maintain the trail to ensure the safety of both snowmobilers and non-motorized users. The club will stake and sign the trail late fall according to VAST Trail Policy Manual, and remove trail signage after April 15th, when conditions allow.
  - BTTC/NS will educate trail users about personal safety and sustainable usage.
  - BTTC/NS will coordinate with its partners to enforce all State of Vermont snowmobile laws. In particular, safety standards and no off-trail riding should be enforced.
5. BTTC/NS will obtain written approval from the Berlin Conservation Commission prior to performing any maintenance, except for snowmobile-season grooming and clearing of trails. Email is an acceptable form of written approval. All trail crew leaders must have a copy of the work approval with them during trail work parties.
  - Any grading, filling, excavation or trail reroutes, will require a field review with the Berlin Conservation Commission and written pre-approval prior to work.
  - Any tree removal or reestablishment of vegetation including seeding will require a field review with the Berlin Conservation Commission and written pre-approval prior to work.
  - BTTC/NS will conduct all maintenance and construction projects using the best available management techniques and practices as found in The Management Plan Irish Hill Berlin, Vermont, Appendix E: Trail Standards which references VAST's Best Practices of



the Development of Snowmobile Trails and important water quality standards, as well as other guiding standards.

- Each use of motorized vehicles to assist in maintenance must have written pre-approval from the Berlin Conservation Commission. Approval by email is acceptable.
- 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 or other designated agent of the Town of Berlin and VAST standards and process.

6. BTTC/NS will adjust maintenance techniques based on the natural conditions of each trail section.

- The majority of the Darling Trail travels through a Class 2 wetland or within the 50-foot buffer of Darling Stream. BTTC/NS will know and follow all state and federal regulations when working in these areas.
- The trail on the Berlin Town Forest Kelly parcel (south of the cell towers) is located in a state significant Rich Northern Hardwood Forest which is sensitive to soil and plant disturbance. No trail maintenance will be allowed prior to September 1 on this parcel without written approval. BTTC/NS will need written approval to use any motorized vehicle on this trail and should plan their work to minimize the number of motorized trips. Removal or cutting of herbaceous plants, seeding or revegetation, or any disturbance of the soil will require special permission.

7. BTTC/NS will obtain and maintain, at its own expense, all permits or licenses required to maintain and manage the VAST trails and shall not violate the terms or conditions of any of those permits, licenses or regulations.

8. BTTC/NS will implement controls to prevent motorized trail use off-season, from April 16 to December 15, and prevent non-snowmobile, motorized trail use during snowmobile season.

9. Acknowledges that any trail development on adjoining parcels of private 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 VAST 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 VAST, its members, officials, or persons volunteering work with VAST 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 VAST 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 snowmobile use when any of the following are true:

- Weather conditions make the trails unsuitable for snowmobile use.
- Use of the trails is resulting in degradation of surface waters.
- Damage to the trails may occur due to heavy rain, mud, or other conditions.
- Use of the trails is resulting in unauthorized snowmobile use 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 snowmobile use.
- BTTC and NS does not abide by this Agreement.

5. This agreement does not grant exclusive rights and privileges to VAST. 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 VAST herein named, and is not assignable or transferable unless mutually agreed upon by all parties. Nor shall VAST subcontract to any individual or organization to fulfill any of VAST'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 VAST has fulfilled its duties as the Snowmobile Trail 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 VAST of its duties hereunder, including but not limited to Sections B.1 (Insurance), B.2 (VLT easement compliance) and B.7 (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.

11. In 2021, VAST replaced the Darling Trail and Black Road bridges with 10-foot-wide bridges needed to accommodate a groomer. VAST was responsible for safe and appropriate design and installation, all permitting, and labor. Berlin was responsible for the cost of materials. Both bridges are the property of the Town of Berlin.

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

  
Town of Berlin Representative (signature)

5 JAN 2023  
Date

Vince Conti  
Town of Berlin Representative (print name)

  
Thunder Chickens, Inc. Representative (signature)

10 - JAN - 2023  
Date

David A Rouleau  
Thunder Chickens, Inc. Representative (print name)

  
Northfield Snowmobilers Representative (signature)

1-17-23  
Date

Steve Korrow  
Northfield Snowmobilers Representative (print name)