Community Forest Management Plan Committee March 13th Meeting Minutes

The Town of Barre Community Forest Management Plan Committee held its eleventh meeting on Monday, March 13, 2023, starting at 6:00pm. The meeting was held in Conference Room #3 in the Municipal Building at 149 Websterville Road. Committee members present included: David Rouleau, Lori Bernier (remotely), Josh Howard (remotely), Larry Rogacki, Jim West, and Patty Meriam (Absent: Dean Preston). Also present at the meeting: Recreation Director/Committee Administrator Johnny Crossley, Washington County Forester Robert Nelson, Millstone Trails President Kevin Spaulding and representative Mark Martin, and Chairman of the Recreation Board Doug Farnham.

- 1. Call to order: Larry Rogacki called the Meeting to order at 6:02pm
- Consider Approving Meeting Agenda: Patty Meriam made a motion to approve of the Agenda
 as presented. David Rouleau seconded the motion. Committee voted 7-0 to approve the Agenda
 as is.
- 3. **Consider Approving February 27**th **Meeting Minutes:** Patty Meriam made a motion to approve the minutes as presented. Jim West seconded the motion. Committee voted 6-0-1 to approve Meeting Minutes, Josh Howard abstained.
- 4. **Receive Public Input (for non-agenda items):** Denise Bergeron, a member of the public, was in attendance in-person at the meeting. Denise stated that she enjoyed listening and learning at the last meeting and is choosing to attend again to observe.
- 5. Updates from the Recreation Director: This Agenda item will be kept on future Agendas to allow Johnny Crossley to share any updates and/or communications received from the public. At this time, and in the interest of time, Johnny Crossley had no updates to share at this time. Robert Nelson, in association with Caitlin Cusack and the Vermont Land Trust, hosted a "Winter Tree ID Event" at the Town of Barre Forest on Saturday, March 11, 2023. Robert shared some details of the event with the Committee. The event was free, however, required preregistration as it was capped at 20 participants. Robert indicated that it was a successful event enjoyed by all who attended. The event catered to a crowd of twenty people.
- 6. Corridor Managers Presentations to the Committee:
 - a. Millstone Trails Association: Representing MTA was President Kevin Spaulding and Representative Mark Martin. The two came prepared with a PowerPoint Presentation for the Committee. The following is a summary of items from the presentation: Maintain 23.8 miles of trails in the Town Forest. MTA plan on posting weather proof signs of latest trail map at trail intersections with a you are here indicator. MTA consider Town Management of Forest satisfactory, thanks to help from County Forester. Undergrowth is growing quickly in sections of the Forest that were logged.

Opportunity to take on oversight with regards to recreation proven to do a good job with cooperation amongst user groups. Goal is to make forest as inviting as possible. Financial aid or services in kind from Town would help MTA tremendously. Introduction

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of water at 44 brook street and parking lot expansion have helped. People have asked for a picnic type shelter. Facilities, specifically bathroom facilities have also been requested. Portalet in Summer can be a bit much with high traffic use and heat. No fault to Town, portalet is contracted out.

Future use plans: Have been working with adaptive Vermont to offer more accessibility. Roughly 4 miles of trails for adaptive use. Areas of the Forest MTA was unsure about navigation proved okay as Vermont Adaptive had successful runs. Sometimes based on skill level of adaptive athletes. Introduced new gate at grand lookout trail to allow adaptive sports, wagons, baby strollers, emergency vehicles, snowmachines, etc. to enter. Thunder Chickens maintain Winter open and closing of the gate. Closed for warm season. Brook Street parking has an adjacent amphitheater area. Town of Barre Recreation Board gave approval to clear out amphitheater area to allow use for Kid's story time (put on by Aldrich library) and other small community minded events. Intention of MTA is to clear out overgrowth in the amphitheater, not move any rocks or disturb natural setting.

MTA comes before Town of Barre Recreation Board for annual reports, unless specifically asked by Town and/or Selectboard. Last trail built was Rauli's Run. Design, Concept, proposal, approval before any work took place. Mountain Bike trail passes sold by MTA are voluntary, seen as donation. Funds from passes used in conjunction with fundraisers like virtual race series to maintain trails and perform other work/obligations.

MTA grooms 9.3 miles of trails in the Winter. Loyal group of snowshoers who break in other trails MTA's snowmachine can't reach. Eight scheduled trail work days a year. 30+ Volunteers in Spring. Amount of Volunteers peters out a bit over the Summer. Roughly 600+ hours volunteer efforts (full year). 32 people showed up for full moon hike in March. January full moon hike cancelled due to no snow. February full moon hike cancelled due to -25 degrees below temperatures. Lots of positive feedback from March full moon hike. People showed up who had never been on MTA trails.

b. Barre Town Thunder Chickens Snowmobile Club: David Rouleau presenting on behalf of Thunder Chickens. David sent the Committee additional documents that will be made part of this report (see below). Snowmobile trails in the Town Forest have been around since 1972, since before inception of Forest. People on the first CFMP Committee knew about existing snowmobile trails. Made it a part of their planning process. Starts in Upper Graniteville goes out on Little John road, little over 2 miles. Thunder Chickens maintain one bridge off of Violette Street Dec 16 – April 15th, other users use it all season. Snowmobiles maintain it through volunteers. Future use: help from Town now that bridge is multi-use would help. Volunteer clubs do funding and volunteer hours to maintain trails, signs, and bridge. Trail signage through Forest indicating snowmobile traffic to advise other users of the Forest. 80% of VAST trail network is on personal property. They work with 70 different land owners that make it possible for VAST trails to exist. No liability to landowner, covered by VAST. VAST policy is \$1 million.

Goes to Selectboard to get formal permission and approval for use of Town property and Forest property. With Johnny's position here it provides the opportunity to make a more formal process. State of Vermont has Recreation umbrella, if you offer free of charge State of Vermont protects property without owner feeling they will be held liable. Landowner not liable as no one is charging or receiving money. Trail conditions report given at Recreation Board meeting at going up and down of trail signs. Once a year a trail master goes through with a brush hog with a mowing blade.

c. Quarries Disc Golf: David Rouleau presented on behalf of Quarries Disc GolfPertinent documents were shared with Committee and will be made a part of this report (see below). Brought in examples of discs vs. frisbees. Discs are smaller and a little more weighted. Different edging on disc associated with your driver, mid range, putter.. just like golf. Over hand / underhand flick. Different types of plastics. Users can record play with an app. App has recorded play since 2013: 11,400 visitors thus far, whom have recorded their game in the app. Does not include users who play and do not record their game in the app. 60 users tracked game in February 2023. Unique backdrop to play disc golf in 4 seasons. Priority concerns: low impact, stewardship. Tee boxes developed to lessen erosion caused by players dragging their feet as they throw disc. Tee box has pavers, less impact. Permission received from VLT for tee boxes. Something they would care to see are a shelter and/or facilities. Would love to see a bathroom facility built. Disc golf does not charge. Donation station at start of course and a Venmo. Donations help pay the gas for mowing. Tee boxes have sponsors, allowed Disc Golf to be able to build them using sponsor funds. Guy Norwood helped install tee boxes. Future plans: 5 more tee boxes to install. Holes 1,18,17, and 7. Small mowing done on little grass pastures. Take turns mowing perimeter of parking lot with MTA. Paint 44 brook street facility about every 6 years (Location where CMA holders store work materials). MTA put power in building a few years ago. Town pays electricity. Type of services in kind group appreciates from the Town of Barre.

Johnny will follow up to learn about difference in insurance coverages. Recreation groups have \$1 million liability coverage. In 2013 CFMP it indicates a need for \$2 million in liability coverage.

- 7. *Final Review of Public Survey:* See attachment below for edits and notes ASSOCIATED WITH Public Survey.
- 8. **Continue Review of Community Forest Management Plan: The** Committee was short on time and did not review the CFMP. Review will continue at next Monday's meeting.
- 9. **Tentative Agenda for March 20th Meeting:** Committee agreed to complete the Public Survey at the next meeting and discuss distribution methods. In addition, the Committee will continue their review of the CFMP starting at page 17, IV. Infrastructure.
- 10. 'Round the Table: Patty Meriam Glad the CMA managers were here, learned a lot from them about what they do. Lori Bernier Good meeting. Josh Howard Informative meeting, fun to listen to CMA managers. David Rouleau Appreciated the opportunity to speak to the

Committee and educate them on the work of Rec groups. Jim West: Presentations were excellent, eye opening the popularity of these groups.

11. *Adjourn:* David Rouleau made a motion to adjourn. Patty Meriam seconded the motion. Committee voted to adjourn 7-0.

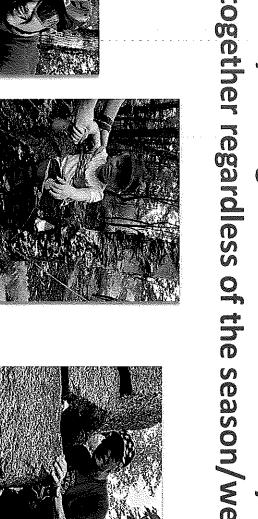
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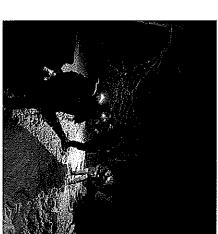
What do you like about the Forest?

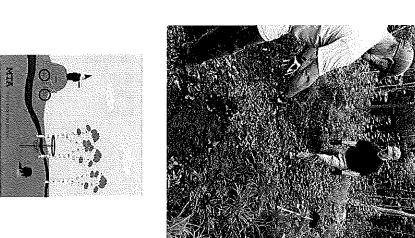
The way it brings a such a wide variety of people together regardless of the season/weather!

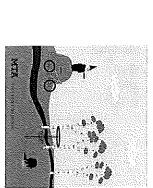




don't anger the gnome.

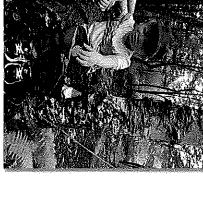










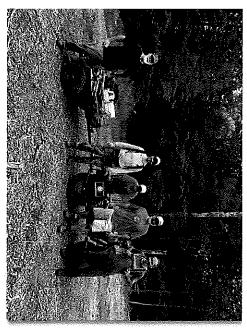




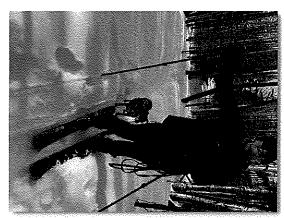
What are your priorities/concerns about the Forest?

Vaintaining year-round access for those that include; cycling, hiking, trail running, sking enjoy outdoor recreation opportunities to and snow shoeing





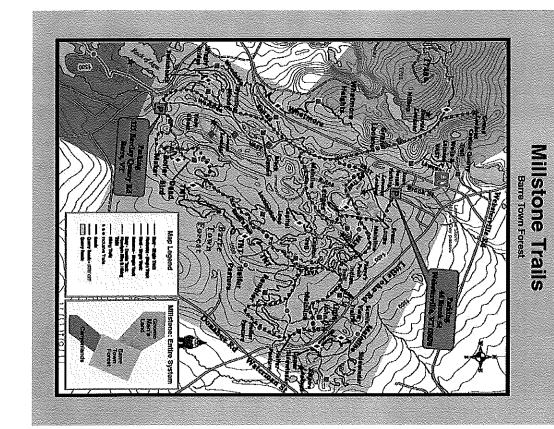




In what capacity do you use the Forest?

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Millstone Trails Association is a non-profit organization that maintains the Millstone Trails, a network of non-motorized recreational trails. Our trails traverse over 23 miles of diverse and dramatic terrain throughout the Barre Town Forest.



Is the Management of the Forest satisfactory to you?



Evidence of the most recent logging effort is hard to identify and With help from our forester the Town Forest continues to thrive. has provided new habitat and seems to have minimized storm related damage/debris vs. what we have seen in year's past



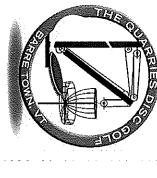




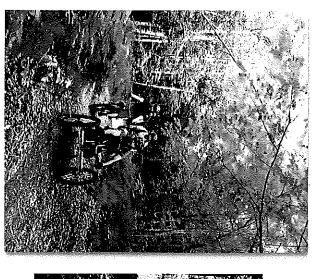
and what do you believe could What do you believe works, be better about the Forest?

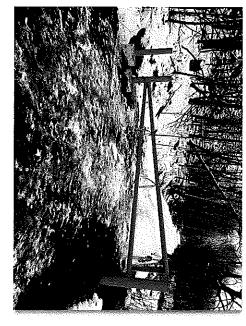
Providing groups like Milstone Italis Association and The Quarries Disc Golf Course works very well with regards to organizing volunteers and maintaining the recreational opportunities enjoyed by so many.

That said, assistance from the Town, whether it be financial or Series in and would be temendously when it comes to



What are your future use plans?





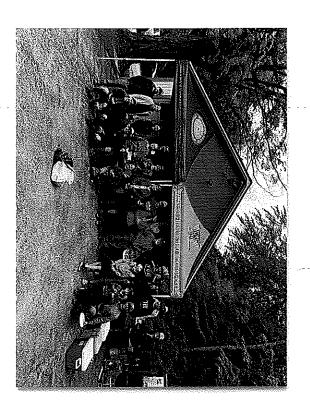


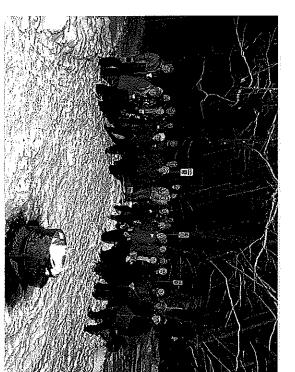
In addition to the upkeep and maintenance of the existing trail network, MTA continues to work diligently to provide additional access for adaptive athletes and those that may otherwise struggle to enjoy the outdoors. This will require improvements to our existing infrastructure as well as the development of new trail offerings.

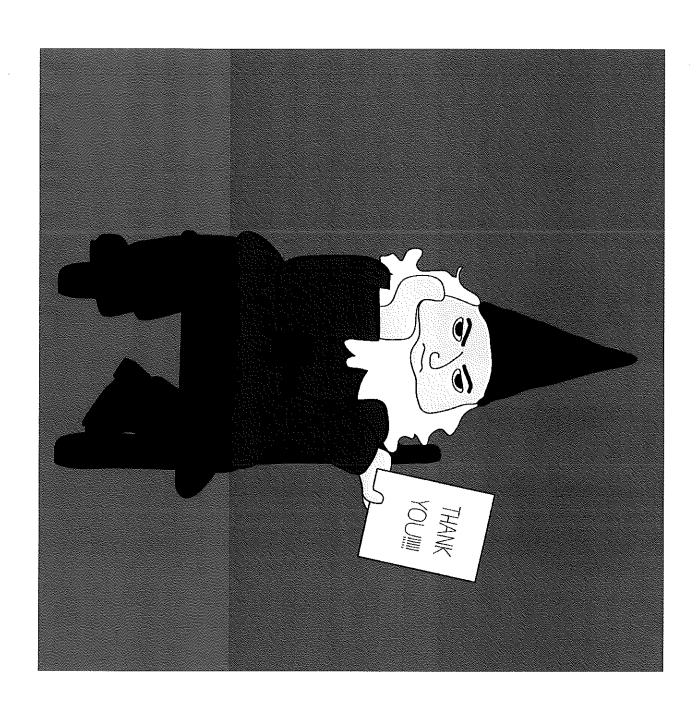


MTA Fun Facts

2022 Millstone Trails Virtual Race Efforts = 619 or 11 visits per participant! 2022 Millstone Trails Virtual Race Participants = 53 Estimated # of volunteer hours in 2022 (Summer & Winter) = 600+ Average number of volunteers per trail workday = 12 Number of scheduled trail workdays in 2022 = 8 Number of bridges in the Town Forest maintained by NITA = 31Miles of trails in the Town Forest (Summer) = 23.8 2023 Millstone Full-Moon Hike Participants = 32 Miles of groomed trails in the Town Forest (Winter) = 9.3







Barre Town Survey

The Barre Town Forest is an important part of our community. We as the Community Forest Management Committee would like to ensure that the recreational, environmental, and economic benefits of this beautiful Town asset are optimized to the values and objectives of our Community. We invite you to share your ideas with us by responding to this survey. Your input will help us plan and manage the Forest more effectively and ensure that Barre residents can continue to enjoy the many benefits our Forest has to offer.

1.	Are you a resident of Barre?
	Mark only one oval.
	Yes
	○ No
2.	How often do you visit the Barre Town Forest?
	Mark only one oval.
	Almost every day
	At least once a week
	At least once a month
	Rarely
	I've never been in the forest.

3,	Which recreational activities in the Barre Town Forest do you participate in? (Select all that apply)
	Check all that apply.
	Fishing
	Hiking
	Trail running
	☐ Snowshoeing
	Cross country skiing
	Hunting
	Horseback riding
	Mountain biking
	☐ Snowmobiling
	Disc golf
	Bird watching
	Photography
	Other:

Mark only one ova	al per row.					
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Snowmobiling	\bigcirc	\bigcirc	\bigcirc	\bigcirc	\bigcirc	
Horseback Riding				\bigcirc	\bigcirc	
Please list any s	safety cor	icerns you	u may hav	e with the	e Barre T	own Forest.

Mark only one oval.	
Yes! Very clear and easy to understal	nd.
Sometimes, depending on the map.	
No, maps are not visually appealing a	and hard to read.
I don't know where to find maps.	
- Greyou aware of All Trails	app to seetrails) -
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lark only one oval.) to w carried to

9.	(1/3) With respect to Wildlife Habitat and Natural Resources, which of the following measures do you believe are being managed well? (Select all that apply)
	Check all that apply. Dayor believe forest is being managed wel
	Protecting biodiversity Preserving and conserve ground/surface water Protecting native habitats Protecting deer wintering areas Preventing the spread of invasive plant and animal species
	Other:
	why? / Please Explain (optional
10.	(2/3) With respect to Recreation, Education and Culture, which of the following measures do you believe are being managed well? (Select all that apply)
	Check all that apply.
	Promoting low-impact outdoor recreation Maintaining public access to hunting and fishing Providing education to the public on biodiversity, stewardship, and natural communities Preserving the legacy of the quarries Developing and maintain Barre Town Forest parking facilities
	Other:
	Why? Please Explain

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1.	(3/3) With respect to Forest Ecosystem Management, which of the following measures do you believe are being managed well? (Select all that apply)
	Check all that apply.
	Canopy maintenance Minimizing disturbance Creating new openings in the forest Allowing visual access Promoting attractive vegetation Protecting biodiversity cological functions Protecting water resources Leaving many big trees
	Other;
2.	Please Explain Please identify any management practices of the forest ecosystem that could be improved.
	Section of the sectio
	The second control of
3.	(1/4) Should trapping be allowed in the forest?
3.	(1/4) Should trapping be allowed in the forest? Mark only one oval.
3.	
3.	Mark only one oval.
3.	Mark only one oval. Yes

14.	(2/4) Should hunting be allowed in the forest?
	Mark only one oval.
	Yes
	◯ No
	Other:
15.	(3/4) Should sugaring operations be allowed in the forest other than for educational purposes?
	Mark only one oval.
	Yes
	◯ No
	Other:
16.	(4/4) If sugaring is allowed, should sap lines be installed for sap collection?
	Mark only one oval.
	Yes
	○ No
	Other:

17	Active management, which could include logging, is important in protecting the health of the forest ecosystem. Please provide any comments or concerns associated with logging in the Barre Town Forest.
18	Do you have an affiliation with a particular group or partnering organization? Mark only one oval. Yes No
19.	If you answered "Yes," please list the group(s) you are affiliated with.
20.	Prior to taking this survey, did you know Barre has a Town Forest?
	Mark only one oval.
•	Yes
20.	Mark only one oval. Yes

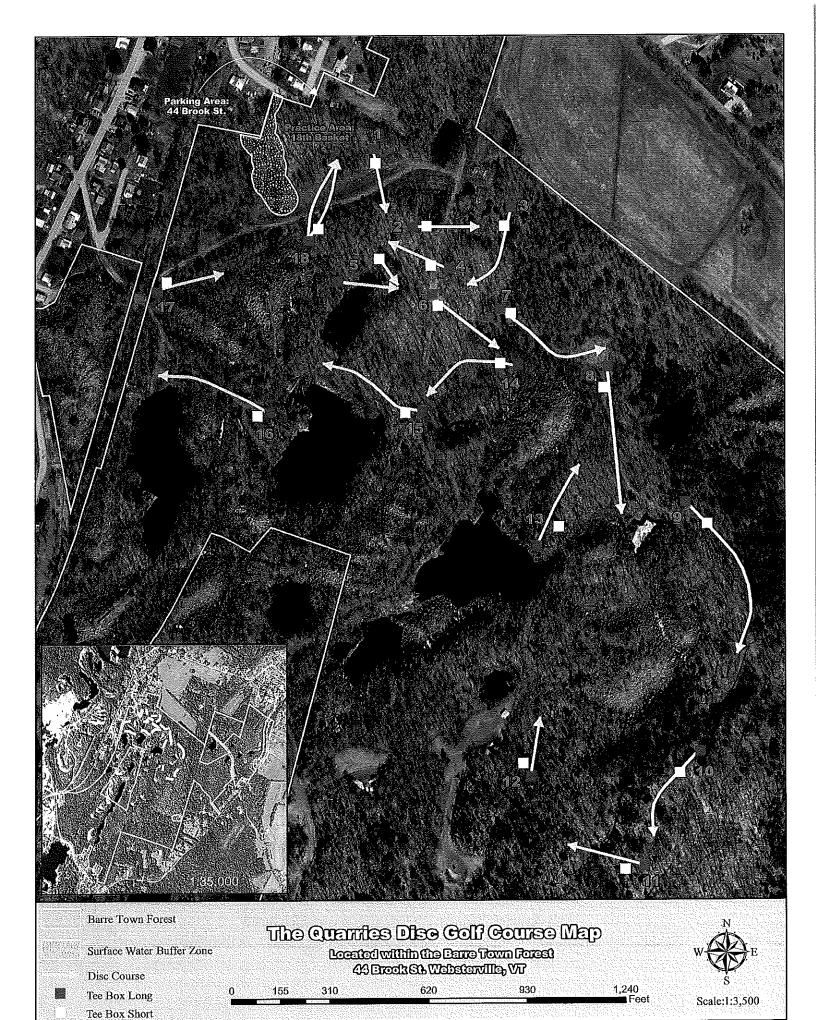
21. Barre has been referred to as the "Granite Center of the World" due to its rich history in the Granite Industry. Many of Barre's old granite quarries are located within the Town Forest. How interested are you in having the Barre Town Forest reflect that history? Please rate on a scale of 1-5 (1 being "not interested" and 5 being "extremely interested").

	Not Interested				
1	Company of the state of the sta				
2	Contract Con				
3	4 no dissipative fundament				
4					
5	guint the frequency				
	Extremely interested				
(1/2) If would	you could keep one It be?	aspect of the	e Barre Town	Forest exacti	y the same,
		aspect of the	Barre Town	Forest exacti	y the same,
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Carl Rogers P.O. Box 116 Websterville, VT 05678

RE: Approval for Minor Structures on Conserved Land

Dear Carl,

I enjoyed our walk in the Barre Town Forest last week. It is wonderful to see groups excited about utilizing the town forest for new types of recreation. Our meeting only reinforced the fact that the town forest is a valuable resource for the local community and the surrounding areas.

The proposed disc golf course has the potential to provide enhanced recreational opportunities in an area already known for its extensive mountain bike trails, snowmobiling, skiing, walking, and historical tourism, while only minimally impacting the resource. The request for an 18 hole disc golf course is consistent with the primary purpose of the conservation easement and the Barre Town Forest Management Plan. Additionally, the steel baskets are considered to be approvable as minor structures under section II #10 of the conservation easement.

This letter serves as approval by the Vermont Land Trust, and the Vermont Housing and Conservation for the design and installation of the proposed 18 hole disc golf course, including the associated signages, and steel baskets, based on the following conditions: 1. Any permits required will be obtained by the managing association prior to the project's implementation; 2. the course will be and managed in a way that minimizes impacts to timber resources, wildlife habitat, and existing recreational uses; 3. the location of the course, in its entirety, is located outside of the designated special treatment areas and surface water buffer zones, as depicted on the Barre Town Forest Property Conservation Plan; 4. if ever the disc golf course ceases to be used, then the site will be restored.

Good luck with the project development, and if I can be of help on this or any other matter relating to the conservation easement, please don't hesitate to contact me at (802) 262-1222 at my office in Montpelier.

Best regards,

Jonathan Decker

cc:

Regional Stewardship Manager

Kris Hammer, Vermont Housing and Conservation Board

VLT# 131006 VHCB# 2011-085-001

8 Bailey Avenue Montpelier, VT 05602 (802) 223-5234 (802) 223-4223 fax www.vlt.org

REGIONAL OFFICES

Central Vermont 8 Bailey Avenue Montpelier, VT 05602 (802) 223-5234

Champlain Valley P.O. Box 850 Richmond, VT 05477 (802) 434-3079

Northeast Kingdom P.O. Box 427 St. Johnsbury, VT 05819 (802) 748-6089

Southeast Vermont and Mountain Valley 54 Linden Street Brattleboro, VT 05301 (802) 251-6008

Southwest Vermont and Mettowee Valley 10 Furnace Grove Road Bennington, VT 05201 (802) 442-4915

Corridor Management Agreement

between the Town of Barre and Millstone Trails Association, Inc.

THIS AGREEMENT made and entered into this 19 day of May, 2020 by and between the Town of Barre and Millstone Trails Association (hereinafter MTA).

WHEREAS: on February 5, 2013, the Town of Barre created a Barre Town Forest Management Plan for the Barre Town Forest which requires Corridor Managers to enter into Corridor Management Agreements; and

WHEREAS: MTA is a non-profit trails association dedicated to creating and maintaining high quality publicly accessible non-motorized recreational trail opportunities in the Millstone Hill area of Barre Town; and

WHEREAS: The Barre Town Forest contains nearly 20 miles of established recreational trail opportunities that complement and enhance the other uses of the Forest; and

WHEREAS: the Conservation Easement on the Barre Town Forest allows recreational use of the trail system if managed in accordance with the restrictions in the Conservation Easement and in accordance with the Town Forest Management Plan; and

WHEREAS: the Town of Barre and MTA consider it mutually advantageous to cooperate with the development and maintenance of network of recreational trails on the Barre Town Forest.

NOW THEREFORE:

A. The TOWN OF BARRE HEREBY AGREES TO:

- 1. Grant permission for the building, maintenance, and use of the non-motorized trails (designated on the attached map) on the Barre Town Forest.
- 2. Work with and provide pertinent information to aid MTA in locating, developing, 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 MTA 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.
- Notify MTA when timber harvest, events, or other activities may necessitate temporary closure of some trails.
- 5. The Town of Barre shall from time to time amend the existing Management Plan. Said plan shall provide for the recreational access, use and management of the Barre Town Forest. The Town of Barre shall provide MTA with a copy of these plans and shall inform MTA of any proposed changes to the Plan.

B. MTA HEREBY AGREES TO:

1. Act in an independent capacity and not as officers or employees of the Town of Barre. MTA shall indemnify, defend and hold harmless the Town of Barre from all claims, suits, or demands for payment for all members, affiliates, or agents of MTA and any other users of the trails. Further, MTA shall annually provide the Town of Barre a Certificate of Insurance showing liability insurance coverage of at least two million dollars (\$2,000,000), and that such coverage shall name the Town of Barre as an additional insured.

- 2. Obtain and maintain, at its own expense, all permits or licenses required to construct, install, maintain, and manage the non-motorized recreational trails and shall not violate the terms or conditions of any of those permits, licenses or regulations.
- 3. Be responsible for the construction of any approved new non-motorized trails on the Town Forest property at its own expense. Excavation, filling, grading and the reestablishment of vegetation will be done to the Town of Barre's satisfaction. No excavation, filling or grading on the Barre Town Forest will be done unless it is approved in writing, in advance, by the Recreation Board or other designated agent of the Town of Barre.
- 4. Conduct all maintenance and construction projects using the best available management techniques and practices such as those described by the International Mountain Biking Association. Trails will be maintained in a condition satisfactory to the Town of Barre Recreation Board or other designated agent of the Town of Barre.
- 5. MTA shall not use herbicides, pesticides, growth inhibitors, or other toxic chemicals on the property.
- 6. Submit a trail conditions report and proposed yearly work plan for the network of non-motorized trails on the Town Forest property to the Town of Barre's Recreation Board annually (during May).
- 7. Educate trail users about personal safety, sustainable usage and above all, discourage illegal trail building.
- 8. Provide the Town of Barre with a current trail map in mutually agreed upon digital format and hard copy with appropriate user information, when available.
- Acknowledges that any trail development on adjoining parcels of private forest land are at the sole
 discretion of those property owners. Development and management of trails located outside of the
 Barre Town Forest is the sole responsibility of MTA and is conducted with permission of the
 landowners.
- 10. Notify the Town of Barre Recreation Board 45 days in advance of any events or activities that it proposes within the Town Forest for approval by the Recreation Board. A seasonal schedule of events can be submitted and approved.
- 11. Use the following standard language when promoting or publicizing an event or service centered at the Town Forest: "The (event name or service) will be held in the Town of Barre Forest in Websterville, VT."
- 12. Ensure that all of their activities are in compliance with the Conservation Easement. MTA shall hold the Town of Barre 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 Barre. Nothing contained in this Corridor Management Agreement shall create any liability on behalf of the Fee Owner or 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.

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 MTA, its members, officials, or persons volunteering work with MTA 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 MTA any leasehold or other interest in the Barre Town Forest property.
- 3. Nothing in this Agreement shall be construed as obligating the Town of Barre to expend labor and funds in excess of allotments or appropriations authorized or available.

- 4. The Barre Town Forest will be closed to non-pedestrian use during the deer rifle season and through the end of the following muzzle loader season of each year, according to the dates set by the Vermont Fish & Wildlife Department. Any request to keep the trails open for non-pedestrian uses during this period shall require prior written approval from the Town of Barre.
- 5. The Town of Barre maintains the right to close the trails to public use when any of the following
 - Weather conditions make the trails unsuitable for their intended use.
 - Use of the trails is resulting in degradation of surface waters, wildlife, vegetation, soils, or other forest resources.
 - Damage to the trails may occur from recreational use due to heavy rain, mud, or other conditions.
 - Use of the trails is resulting in unauthorized uses on the property.
 - Use of the trails has resulted in conditions that violate the Conservation Easement or Community Forest Plan.
 - Any other reason, which in the sole discretion of the Town of Barre would cause public safety or environmental concerns sufficient enough to close the trails.
 - The TCM does not abide by this Agreement.
- 6. MTA and the Town of Barre will give adequate and appropriate recognition to each other in publications or news releases regarding the Barre Town Forest trails.
- 7. All new trail development must be pre-approved by the Town of Barre and the Vermont Land Trust.
- 8. MTA shall not harass, berate, lecture, or eject individuals or groups from the Forest or trails for failure to pay any fees that may be required for biking the trails.
- 9. This agreement does not grant exclusive rights and privileges to MTA. The Town of Barre reserves the right to use or allow others to use any part of the trail system.
- 10. 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.
- 11. This agreement is between the Town of Barre and MTA herein named, and is not assignable or transferable unless mutually agreed upon by all parties. Nor shall MTA subcontract to any individual or organization to fulfill any of MTA's management responsibilities without the advance written permission of the Town of Barre, which may be withheld at the sole discretion of the Town of Barre. (This requirement shall not apply to school groups and other organizations and individuals that have volunteered to work on the trails under the direction and supervision of MTA.)
- 12. This Agreement shall commence on the date of signing for a period of five years. It may be renewed for additional terms of one to five years provided that MTA has fulfilled its duties as the non-motorized recreational Trail Corridor Manager in accordance with this Agreement, the Barre Town Forest Conservation Easement, and the Management Plan for the Barre Town Forest. The CMA may be renewed by mutual written consent of the Parties, sixty days prior to the expiration date.
- 13. Termination of this Agreement shall not relieve MTA of its duties hereunder, including but not limited to Sections B.1 and B.10, above.
- 14. 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.
- 15. The Town of Barre and MTA further agree that:
 - a. Town agrees to rent a part of the Brook Street garage to MTA. The rental agreement will be attached to this CMA and will be considered a provision of this CMA.

- b. MTA shall cooperate in notifying its members and trail users if and when the Town or another entity holds a special event in the Town Forest.
- c. MTA shall post trail signs as directed by the Town of Barre Recreation Board or other town designated board or official.

Date

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

/ /	
Town of Barre,	
for I	5-20-20
Chair of Selectboard	Date
Carl Rogers	5/20/20
Witness	Date /
Authorized representative	5/20/20 Date
Jusa D. Thuston	5/26/20

Quarries Disc Golf Course Operation and Maintenance Agreement

Whereas, the Town of Barre (Town) acquired land for a town forest, which subject to a conservation easement administered by the Vermont Land Trust; and

Whereas, David Rouleau, Alan Rosa, and Doug Anderson and others (the Organizers), developed an 18-hole disc golf course known as The Quarries Disc Golf Course (the Course) in the Town of Barre Town Forest (the Town Forest) in accordance to the plan approved by the Barre Town Selectboard as shown in the attached map (the Course Map), and the conditions stipulated by the attached letter from the Vermont Land Trust July 2, 2013 (VLT Approval Letter).

The Organizers and the Town, through its Recreation Board and Selectboard, hereby agree to the terms and conditions of the Operation and Maintenance Agreement of the disc golf course as follows:

- 1. The Town grants the Organizers permission to maintain the Course at the locations shown in the Course Map and in compliance with the VLT Approval Letter. The Course and any hole may not be altered without prior approval from the Town.
- 2. The Town of Barre will work with and provide pertinent information to aid the Organizers in locating, developing, maintaining and encouraging appropriate use of the Course, provided that the Town shall not be obligated to provide assistance beyond that allocated in its budget. The Organizers shall perform all work to maintain the Course.
- 3. The Organizers shall not excavate or add to fill to change the existing grade of the land.
- 4. The Organizers shall not use herbicides, pesticides, growth inhibitors, or other chemicals in the Town Forest.
- 5. Annually, at a mutually agreed upon time (the November Recreation Board meeting), the Organizers shall submit to the Recreation Board a report on the condition of and use of the Course, and other Course-related issues.
- 6. The Organizers shall inform and educate disc golf players about safety, disc golf protocols (etiquette) and Town Forest regulations.
- 7. As requested by the Town, for use on its website, on the parking area kiosk, and in published materials, the Organizers shall provide written information about disc golf and about the Course.
- 8. If the Organizers or any disc golf organization wishes to use the Course exclusively for an event, the event organizers must notify the Recreation Board at least forty-five (45) days before the event. The organizers of an event must provide proof of insurance with no less than \$1 million in coverage and said insurance shall name the Town of Barre, VT as an additional insured.

- 9. The Organizers agree to use the following statement when promoting or publicizing the disc golf course, "The Quarries Disc Golf Course is located in the Town of Barre Forest in Websterville, VT."
- 10. The Organizers and their volunteers acknowledge that by performing volunteer work in the Town Forest they are not employees of the Town. Moreover, the Organizers and their volunteers' work on the Town Forest does not in any way convey to the Organizers or their volunteers the status of Town employee or any other status that would extend to them the benefits extended to Town employees.
- 11. The Organizers are not obligated to maintain the Course nor to secure successors to maintain the Course.
- 12. If the Organizers cease to maintain the Course and the Town does not wish to maintain it, the Town agrees the baskets shall be given to the Disc Golf VT or similar disc golf group.
- 13. The Organizers acknowledge timber harvesting is a stated purpose of the Town Forest. Periodically the Town will sell timber rights. The cutting and removing of trees may damage the Course, signs, "tees" or the baskets. The Organizers will be responsible for any necessary repairs. If needed the Town may order the Course be closed during timbering activity.
- 14. The Organizers shall maintain small (as defined by the Recreation Board) signs numbering the holes and directing users from one hole to the next. Signs shall be posted per Vermont Land Trust suggestions not to damage valuable trees.
- 15. The Course will be closed during the deer rifle hunting season, unless the Recreation Board votes to allow the Course be open during that season.
- 16. The Town may order the Course closed if:
 - a. Weather conditions make the Course too wet, and heavy foot traffic could cause soil run-off to surface water;
 - b. Users do not abide by Town Forest rules and regulations, such as but not limited to littering, fires, and excessive noise;
 - The Organizers or users create a condition to violates the Conservation Easement or Community Forest Plan;
 - d. Allowed elsewhere in this Agreement;
 - e. The Organizers do not abide by this Agreement.
- 17. This Agreement does not give the Organizers or disc golf players exclusive rights to the area of the Town Forest where the Course is located. The Organizers acknowledge the Course overlaps established trails for other Town Forest users and the general public has rights to walk anywhere on the Town Forest.
- 18. The Town and Organizers further agree:
 - a. At the Town's request, the Organizers shall safely remove all floating discs or Frisbees from quarry holes;
 - b. The Town will not perform maintenance work on the Course and all reports for maintenance needs shall be forwarded or directed to the Organizers;

- c. Except for tournaments and other pre-approved special events, the public shall not be charged to use the Course;
- d. Before use of the Course for league play, the Organizers must obtain approval from the Recreation Board;
- e. The Organizers shall keep the attached Contact List up to date and provide any changes to the Town in a timely manner.
- 19. This Agreement shall expire June 30, 2024, and may be renewed at that time. The Agreement may be terminated by any party at any time with sixty (60) days-notice to the other parties.

Quarries Disc Golf Course Operation and Maintenance Agreement

Whereas, the Town of Barre (Town) acquired land for a town forest, which is subject to a conservation easement administered by the Vermont Land Trust; and

Whereas, David Rouleau, Alan Rosa, and Doug Anderson and others (the Organizers), developed an 18-hole disc golf course known as The Quarries Disc Golf Course (the Course) in the Town of Barre Town Forest (the Town Forest) in accordance to the plan approved by the Barre Town Selectboard as shown on the attached map (the Course Map), and the conditions stipulated by the attached letter from the Vermont Land Trust July 2, 2013 (VLT Approval Letter).

The Organizers and the Town, through its Recreation Board and Selectboard, hereby agree to the terms and conditions of the Operation and Maintenance Agreement of the disc golf course as follows:

- 1. The Town grants the Organizers permission to maintain the Course at the locations shown on the Course Map and in compliance with the VLT Approval Letter. The Course and no hole may be altered without prior approval from the Town.
- 2. The Organizers are completely responsible for raising the money to purchase materials and services needed to maintain the Course. The Town shall not be expected to contribute to the cost. The Organizers shall perform all work to maintain the Course.
- 3. The Organizers shall not excavate or add fill to change the existing grade of the land.
- 4. The Organizers shall not use herbicides, pesticides, growth inhibitors, or other chemicals in the Town Forest.
- 5. Annually, at a mutually agreed upon time (the November Recreation Board meeting), the Organizers shall submit to the Recreation Board a report on the condition of and use of the Course, and other Course-related issues.
- 6. The Organizers shall inform and educate disc golf players about safety, disc golf protocols (etiquette) and Town Forest regulations.
- 7. As requested by the Town, for use on its website, on the parking area kiosk, and in published materials, the Organizers shall provide written information about disc golf and about the Course.
- 8. If the Organizers or any disc golf organization wishes to use the Course exclusively for an event, the event organizers must notify the Recreation Board at least forty-five (45) days before the event. The organizers of an event must provide proof of insurance with no less than \$1 million in liability coverage and said insurance shall name the Town of Barre, VT as an additional insured.
- 9. The Organizers agree to use the following statement when promoting or publicizing the disc golf course, "The Quarries Disc Golf Course is located in the Town of Barre Forest in Websterville, VT."

- 10. The Organizers and their volunteers acknowledge that by performing volunteer work in the Town Forest they are not employees of the Town. Moreover, the Organizers and their volunteers' work on the Town Forest does not in any way convey to the Organizers or their volunteers the status of Town employee or any other status that would afford them the benefits extended to Town employees.
- 11. The Organizers are not obliged to maintain the Course nor to secure successors to maintain the Course.
- 12. If the Organizers cease to maintain the Course and the Town does not wish to maintain it, the Town agrees the baskets shall be given to the Green Mountain Disc Golf Club or similar disc golf group.
- 13. The Organizers acknowledge timber harvesting is a stated purpose of the Town Forest. Periodically the Town will sell timber rights. The cutting and removing of trees may damage the Course, signs, "tees" or the baskets. The Organizers will be responsible for any necessary repairs. If needed the Town may order the Course be closed during timbering activity.
- 14. The Organizers shall maintain small (as defined by the Recreation Board) signs numbering the holes and directing users from one hole to the next. Signs shall be posted per Vermont Land Trust suggestions not to damage valuable trees.
- 15. The Course will be closed during the deer rifle hunting season, unless the Recreation Board votes to allow the Course be open during that season.
- 16. The Town may order the Course closed if:
 - a. Weather conditions make the Course too wet, and heavy foot traffic could cause soil run-off to surface water;
 - b. Users do not abide by Town Forest rules and regulations, such as but not limited to littering, fires, and excessive noise;
 - c. The Organizers or users, create a condition that violates the Conservation Easement or Community Forest Plan;
 - d. Allowed elsewhere in the Agreement;
 - e. The Organizers to not abide by this Agreement.
- 17. This Agreement does not give the Organizers or disc golf players exclusive rights to the area of the Town Forest where the Course is located. The Organizers acknowledge the Course overlaps established trails for other Town Forest users and the general public has rights to walk anywhere on the Town Forest.
- 18. The Town and Organizers further agree:
 - a. At the Town's request, the Organizers shall safely remove all floating discs or Frisbees from quarry holes;
 - b. The Town will not perform maintenance work on the Course and all reports for maintenance needs shall be forwarded or directed to the Organizers;
 - c. Except for tournaments and other pre-approved special events, the public shall not be charged to use the Course;
 - d. Before use of the Course for league play, the Organizers must obtain approval from the Recreation Board;

- e. The Organizers shall keep the attached Contact list up to date and provide any changes to the Town in a timely manner.
- 19. This Agreement shall expire June 30, 2019 and may be renewed at that time. The Agreement may be terminated by any party at any time with sixty (60) days notice to the other parties.

Organizers:		Town of Barre:	
Danar	4/18/17	Show will	425-17
David Rouleau	Date	Selectboard Chair	Date
Alan Rosa	9/18/1) Date 4/8/17	Recreation Board Chair	4 10/17 Date
Doug Anderson	Date		

between the Town of Barre and Barre Town Thunder Chickens

THIS AGREEMENT made and entered into this day of, 20 by and between the Town of Barre and
WHEREAS: on, 2012, the Town of Barre created a Barre Town Forest Management Plan for the Barre Town Forest which requires Corridor Managers to enter into Corridor Management Agreements, STTC WHEREAS: is a non-profit organization (describe mission)
WHERAS: The Barre Town Forest containsopportunities that complement and enhance the other uses of the Forest;
WHERAS: the Conservation Easement on the Barre Town Forest allows if managed in accordance with the restrictions in the Conservation Easement and in accordance with the Town Forest Management Plan;
WHEREAS: the Town of Barre and BTTC consider it mutually advantageous to cooperate with the development and maintenance of trails on the Barre Town Forest. NOW THEREFORE:
 A. The TOWN OF BARRE HEREBY AGREES TO: Swow nobile Grant permission for the building, maintenance, and use of trails (designated on the attached map) on the Barre Town Forest. Work with and provide technical assistance and pertinent information to aid TTC in locating, developing, 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. Notify TTC 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. Notify BTTC when timber harvest, events, or other activities may necessitate temporary closure of some trails. The Town of Barre shall from time to time amend the existing Management Plan. Said plan shall provide for the recreational access, use and management of the Barre Town Forest. The Town of Barre shall provide ATTC with a copy of these plans and shall inform ATTC of any proposed changes to the Plan.
B. 3772 HEREBY AGREES TO: 1. Act in an independent capacity and not as officers or employees of the Town of Barre. The 3772 shall indemnify, defend and hold harmless the Town of Barre from all claims, suits, or demands for payment for all members, affiliates, or agents of 3772 and any other users of the trails. Further, 3772 shall annually provide the Town of Barre a Certificate of Insurance showing liability insurance coverage of at least 1,000,000,000, and that such

		coverage shall name the Town of Barre as an additional insured.
	2.	Obtain and maintain, at its own expense, all permits or licenses required to construct, install,
		maintain, and manage the SNas Mebile trails and shall not violate the terms or conditions of
		any or those permits, licenses or regulations.
	3.	Be responsible for the construction of at its own expense. Excavation
		filling, grading and the reestablishment of vegetation will be done to the Town of Barre's
		satisfaction. No excavation, filling or grading on the Barre Town Forest will be done unless it is
	A	approved in writing, in advance, by the Recreation Board or other agent of the Town of Barre.
	4.	THE PROPERTY OF THE PROPERTY OF DESIGNATION OF THE PROPERTY OF
		techniques and practices such as those described in Vast trail construstion manua
		will be maintained in a condition satisfactory to the Recreation Board or other agent of the Town of Barre.
	5.	
		on the property.
•	6.	Submit an annual (month) trail conditions report and proposed yearly work plans to
		the Town of Barre.
	7.	Educate trail users about personal safety, sustainable usage and above all, discourage illegal
	es .	trail building.
	8 .	Work with the Town of Barre to maintain a current trail map with appropriate user information.
	7.	Acknowledges that any trail development on adjoining parcels of private forest land are at the
		sole discretion of those property owners. Development and management of trails located
		outside of the Barre Town Forest is the sole responsibility of BTTC and is conducted with permission of the landowners.
	10.	Notify the Town of Barre Recreation Board 45 days in advance of any events or activities that it
		proposes within the Town Forest for approval by the Recreation Board.
	11.	Use the following standard language when promoting or publicizing an event or service
		centered at the Town Forest, "The (event name or service) will be held in the Town of Barre
,	10	Forest in Websterville, VT."
	12.	Ensure that all of their activities are in compliance with the Conservation Easement. 377C
		shall hold the Town of Barre 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 Barre. Nothing contained in this Corridor Management Agreement shall create any liability on
		behalf of the Fee Owner or 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.
		The state of the s
		S 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 37+C, its
		members, officials, or persons volunteering work with 377C in the performance of
		said work, employee status or any other status that would extend to them the benefits of Town employees.
4		- ·
-	- , ,	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.
	4	BTTC_ any leasehold or other interest in the Barre Town Forest property.
3	3.	Nothing in this Agreement shall be construed as obligating the Town of Barre to expend labor
	í	and funds in excess of allotments or appropriations authorized or available.
4	ļ. ī	The Barre Town Forest will be closed to Now Mobile from 4/16 to 12/14 of each year.
	,-1	Any request to keep the trails open beyond or to open the trails prior to
		· · · · · · · · · · · · · · · · · · ·

· shall re	equire prior written approval from the Town	of Barre
o. The 10	own of Barre maintains the right to close the	trails to . use when any of the
follow	mg are true.	
•	Weather conditions make the trails unsuitab	le for
•	Ose of the trails is resulting in degradation of	of surface waters
•	Damage to the trails may occur due to heav	V rain mud or other conditions
. •	Use of the trails is resulting in unauthorized	Dea on the remaining
•	Use of the trails has resulted in conditions the	ast violate the Conservation Towns
	Any other reason, which in the sole discretic	on of the Terre of Device 11
	safety or environmental concerns sufficient	enough to along the trails to
6. BTTC	and the Town of Barre will give adequate	enough to close the trails to use. e and appropriate recognition to each other in
publica	tions or news releases regarding the Barre To	own Forget troils
7. All new	v trail development must be pre-approved by	the Town of Dorso and Dorson II 11
(Vermo	nt Land Trust and Vermont Housing & Cons	ervation Pound)
٥.	may request a fee for	so of the traile
9. This agr	reement does not grant exclusive rights and	orivilages to STIV - The Tree on
reserves	s the right to use or allow others to use any p	art of the trail greaters. The 10wn of Barre
10. This agr	reement may be terminated at any time by ar	art of the trait system.
to the of	ther parties or by mutual agreement.	ly party by giving sixty days written notice
11. This agr	reement is between the Town of Barre and E	havein named and in
assignat	ble or transferable unless mutually agreed up	on by all parties. Nor shall the same of
subcontr	ract to any individual or organization to fulfi	Il any of
responsi	ibilities without the advance written permissi	ion of the Town of Down
withheld	at the sole discretion of the Town of Barre.	ion of the fown of batte, which may be
12. This Ag	reement shall commence on the date of signi	no for an initial period of one was It will
OC TOATO	weu annuany and renewed for additional ten	me of one to fixe years massiful it.
BTT	has fulfilled its duties as the now me	skile Trail Corridor Monogonia
accordar	ice with this Agreement, the Barre Town For	rest Conservation Facement and the
Manager	ment Plan for the Barre Town Forest. The Cl	MA may be repeyred by mythal amitted
consent (of the Parties, sixty days prior to the expirati	on date
13. Terminat	tion of this Agreement shall not relieve <u>ST1</u>	of its duties harmendar inchesing last
not limit	ed to Sections B.1 and B.10, above.	
14. There sha	all be no manipulation of natural watercours	es wetlands or other water hading
shall ther	te be activities conducted on the property wh	ich would be detrimental to water nor
or which	could alter natural water level or flow, exce	nt as is minimally necessary to water quality,
the uses 1	permitted on these lands under this Agreeme	nt and the Conservation Pagement
-		nt and the Conservation Easement.
IN WITNESS W	HEREOF, the parties hereto have executed t	his goreement
	, I amount and office the	and agrocatont.
Town of Barre		
	Chair of Select Board	Date
	- Committee of the Comm	Daw
·	Witness	
	Withess	Date
	Authorized representative	Date
		
	Witness	Date

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- A 6. Provide Barre Town thunder chickens the apportunity
 to use a poritor of the garage on the Barre town Forest
 property for the purpose of
 necessary for use on the trails at Barre town Forest
 in accord with the terms and conditions of the
 Garage Rental Agreement
- B3. any approved new snowmobile trail and the maintance)
- BG. Submit an annual trail report in (A Month) to the Barre town Recboard for any trail work that needs to be done, like maintance, bridge replacement, culverts. For a yearly work plans on your trail system.

June 8, 2021

Elaine Wang Town of Barre P.O. Box 116 Websterville, Vermont, 05678

Re: Disc golf tee box approval

Dear Elaine,

Many thanks to you and to the Recreation Board for contacting me about your plans to construct 18 tee boxes for the disc golf course on the conserved Barre Town Forest. The 18-hole disc golf course was approved in 2013; the original approval letter is attached. As stated in the 2013 approval, the disk golf course has the potential to provide enhanced recreational opportunities in an area already known for its mountain bike and walking trails, snowmobiling, skiing, and historical tourism. The disc golf course has been a popular recreational asset to the town but due to its high level of use there are concerns about erosion where people tee off. This will be addressed with the construction of tee boxes, as described below.

This letter is an official notice of approval by the Vermont Land Trust, on behalf of our co-holder the Vermont Housing and Conservation Board, and an update to the original 2013 approval. Eighteen 5' x 10' tee boxes will be constructed of stone pavers set in crushed gravel in the location of the existing teeing area for the disc golf course and is hereby approved in accordance with Section III (10) of your conservation easement. The locations of the disc golf tee boxes are shown on the attached map. These structures may only be used exclusively for noncommercial, recreational uses.

This approval is valid for one year from the date above and expires after June 8, 2022 if construction has not commenced. If construction of the proposed tee boxes does not commence by June 8, 2022 you will need to resubmit your request and necessary details for our review and approval.

You understand and agree that if anyone uses the tee boxes in a manner not consistent with this letter, we have the right to end our approval. If the disc golf course ceases to be used, the tee boxes will be removed and the site restored to its original condition.

In addition to our written approval under the conservation easement, you may also need the approval of other state and federal regulators. Your attorney or a state permit specialist may be best to advise you on necessary permits.

8 Bailey Avenue Montpelier, VT 05602 (802) 223-5234 (802) 223-4223 fax info@vlt.org vlt.org

REGIONAL OFFICES

54 Linden Street Brattleboro, VT 05301 (802) 251-6008

226 Bridge Street P.O. Box 850 Richmond, VT 05477 (802) 434-3079

171 Scott Farm Road Newport, VT 05855 (802) 748-6089

4061 Main Street P.O. Box 432 Waitsfield, VT 05673 (802) 496-3690

128 King Farm Road Woodstock, VT 05091 (802) 457-2369



If you have any questions, I can be reached at (802) 989-9616 or by e-mail at caitlin@vlt.org. Thank you again for being in touch about this project and keeping us informed about your plans on the conserved land.

Sincerely,

Caitlin Cusack

Vermont Licensed Forester #148.0122334

Cartin Curack

Cc: Mark Martin, Vermont Housing and Conservation Board (by email)
Doug Farnham, Barre Town Recreation Board (by email)

VLT #131006 VHCB #2011-085-001