

Date: 1/23/22

To: Town of Starksboro Selectboard

Re: Request for access to Starksboro town roads (addendum)

The following is additional information (as requested) for the Starksboro Selectboard in the consideration of VAST's request to use short sections of town roads to connect trails.

- ***A formal endorsement from VAST***

See attached copy of email.

- ***A description of the proposed trail/access to the roads that includes:***

- ***Maps indicating the requested access and what trails will be connected by the requested access; It is unclear what trails are being connected. It would be helpful to share an area map of the current snowmobile trails showing how your request will connect those trails.***
- ***Evidence that the state has granted snowmobile access to the Lewis Creek Wildlife Management Area***
- ***Proposed time of day access/curfew (What are normal VAST trail hours?)***
- ***Side of road of travel***

A map is attached showing how the proposed section of trail (utilizing town roads) connects VAST RT 30 (Lincoln, Ripton, Brandon, etc) to VAST RT 17 (Huntington, Bristol, Hinesburg, Fayston, etc).

Also attached is the Cooperative Agreement between the Agency of Natural Resources and its Department of Forests, Parks and Recreation, Department of Fish and Wildlife, and Department of Environmental Conservation, and the Vermont Association of Snow Travelers from June 1999. This agreement still stands between the state and VAST. The ANR has been asked to specifically re-approve trail use at the LCWMA, and that approval is pending. The town will be given notification as soon as VAST receives it.

In regard to proposed time of day for VAST trail use, there currently are no official VAST trail hours or curfews. However, there are a few exceptions throughout the state where a curfew has been imposed on private land.

In regard to the side of the road of travel, snowmobiles would follow the flow of traffic and not be riding against traffic. Snowmobiles are directed to stay as far to the side of the road as possible.

• A description of the efforts made to connect the trails without access to town roads. While you did mention being denied access by two land owners, we wonder if there are other alternatives.

VAST greatly prefers to stay off public roads. Roads are not fun to ride and are hard on machines. Many minds have brainstormed and searched for ways to connect VAST Rt 30 to VAST Rt 17. Landowners have been spoken to, and maps have been studied. The connection would still be impossible if the Schmidt's had not recently granted permission to cross the Little Ireland Land Trust. Even if the town grants permission to use Conway and Ireland Road as connectors, VAST will search for an alternative route off town roads, and the club is certainly open to suggestions regarding a possible route. Dale and Dona Norton have granted permission that would allow access from the Little Ireland Land Trust to the top of the mountain, but permissions to cross lands beyond that point have not been secured. Therefore, we have not successfully obtained landowner permission that would eliminate road travel at this time.

• A description of the efforts made to collaborate with community members regarding the requested access and the plan for ongoing collaboration with community members should the access be granted. We are also hoping to hear about your efforts to reconcile with the community members taken by surprise when signs were posted for snowmobile travel on town roads without permission and proactive communication.

When permission to cross the Little Ireland Land Trust was granted, we were excited to reopen the trail connecting north and south trail networks. Snowmobile usage of the Conway and Ireland Roads had never been withdrawn, and we assumed usage was acceptable. We were wrong and apologize (and have apologized) for that assumption.

However, landowners were not "taken by surprise". Thinking that use of the road was acceptable, Bruce Curvoo went to each landowner on the proposed route and asked for permission to use their land to avoid road travel. Only Louis Dupont granted permission. When these landowners became upset about VAST using the road, we posted signs marking that section as a sensitive area and posted the speed limit. We did not know we had to ask permission to use the road until December, at which point we quickly approached the town.

Again, proactive attempts were made by asking landowners for permission to route the trail along the edge or across their land. When access was denied, signs were placed on the road with the false assumption that the permission for previous road travel was still granted. We do apologize for this error; however, we groom and maintain 56 miles of local trails and have never had to obtain permission from a town to use the road. We have used some roads in Starksboro (and four other towns) since the 60's without an issue. It is also important to note

that not all the residents along Conway Road and Ireland Road are opposed to snowmobile traffic; several families have expressed support for reopening the trail connection,

Members of VAST attended the December 7th, 2021, selectboard meeting to reassure residents along the road that we would use the road respectfully. We believe that members of the club were polite and “non-combative”. It did not feel as if those opposing the use of the road were equally considerate. Considering the old saying: “you can lead a horse to water but you can’t make him drink”, we don’t know how to approach reconciliation. That takes two sides, and if these landowners would like to sit down and solve the problem constructively, members of the club would be happy to work with them.

Following the selectboard meeting on 12/7/21, Denny Casey approached Jeff Dunham to ask for permission to cross his upper border. He was turned down. We prefer not to use the road but, in this case, have no other route without landowners’ permission. Never-the-less, in an attempt to reconcile with landowner in opposition, we will continue to seek an alternate route to get this trail off the road as much as possible.

• The plan to monitor usage/proper usage of the requested access; While the initial request does reiterate the connection with VSP and VF&W, we would like to see evidence that the group has reached out to these organizations to talk specifically about how/when these trails will be monitored and what the result of those conversations were.

Attached is the contract between VAST and local law enforcement. Hopefully the contract is self-explanatory, and given the nature of law enforcement, one cannot predict where they will be at any given time.

• A fully detailed request including map (as noted in our initial email and indicated above) for the request on Russell Young Road and Sam Stokes Road.

As mentioned at the beginning of this addendum, a map has been attached showing where the trail would pass over Starksboro town roads. Again, we are requesting the former use of portions of Ireland Road, Conway Road, Sam Stokes Road, and Russell Young Road from Paul Porters land (603 Jerusalem Road) to the end which leads back to the VAST trail. We would travel the side of Russell Young Road, but are still working with landowners to get off the road as much as possible on all of the previously stated roads. There is no change where the trail has passed over Sam Stokes Road in the past: it is a short stretch from the end to where the trail crosses VT 17. (See attached map)

COOPERATIVE AGREEMENT

between the

Agency of Natural Resources and its
Department of Forests, Parks and Recreation,
Department of Fish and Wildlife, and
Department of Environmental Conservation,

and the

Vermont Association of Snow Travelers

THIS AGREEMENT made and entered into this 15th day of June, 1999, by and between the Vermont Association of Snow Travelers, hereinafter known as VAST, and the State of Vermont, Agency of Natural Resources and its Departments of Forests, Parks and Recreation, Fish and Wildlife, and Environmental Conservation, hereinafter known as ANR, to replace and supersede all such previous agreements (last dated February 5, 1997).

WHEREAS, VAST is a non-profit organization with the objective of developing, maintaining and promoting appropriate use of the corridors, side trails and related facilities of the **statewide snowmobile trail system (SSTS)**, including structures thereon, and

WHEREAS, the SSTS crosses a number of state-owned parcels administered by ANR throughout its length, and

WHEREAS, ANR and VAST consider it mutually advantageous to cooperate with development, maintenance, protection, and enforcement related to the SSTS and associated structures,

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT

ANR Heritage Lands Meeting
Meet annually with F&R | F&W etc.

ANR HEREBY AGREES TO:

1. Work with and provide technical assistance and pertinent information to aid VAST in locating, developing, maintaining and encouraging appropriate use of the SSTS.
2. Inform VAST of any action or plan that may affect the SSTS (e. g., ownership changes, land acquisition funding requests and appropriations, and revisions of long-term management plans, etc.).
3. Identify in state land long-range management plans those portions of the SSTS on state land and address use issues.
4. Assist in identifying all pertinent planning, safety and enforcement issues related to the SSTS. Confirm annually, in writing, that these issues have been or are being, satisfactorily resolved. The statewide snowmobile trails program SSTP annual report, prepared by VAST, shall be the basis of this confirmation.
5. Designate an appropriate official within the Department of Forests, Parks and Recreation as the ANR representative to serve as its liaison with VAST.

VAST AGREES TO:

1. Develop and maintain a map indicating the location of the SSTS within or adjacent to state-owned property.
2. Inform the public, through map(s) and on site sign(s) when a trail is on state-owned land.
3. Promote appropriate public use of the SSTS on both public and private properties.
4. Develop and maintain the SSTS on state land, in cooperation with ANR and according to state laws, regulation, and snowmobile trail designs as approved and accepted by ANR and VAST.
5. Prepare a SSTP annual report and provide such to ANR. This report shall list accomplishments and performance on actions listed in the SSTP annual operating plan. The annual operating plan will address planning, safety and enforcement issues related to the SSTS as well as other potential issues.
6. Inform ANR of any proposed work on the SSTS on state-owned parcels and receive required approval before proceeding.

IT IS MUTUALLY AGREED THAT:

1. Permission to perform work on the state's property under the terms of this agreement and any authorization supplemental hereto, does not in any way convey to VAST or any VAST officials or any other persons working with VAST in the performance of said work, employee status or any other status that would extend to them the benefits of State employees.
2. Any improvements constructed under the terms of this agreement on state property will be the property of the state.
3. Nothing in this Agreement shall be construed as obligating either VAST or ANR to expend labor and funds in excess of allotments or appropriations authorized or available.
4. VAST and ANR will give adequate and appropriate recognition to each other in publications or news releases regarding the trail system and related facilities.
5. VAST and ANR will carry out their respective and mutual responsibilities identified in the SSTP annual operating plan and annual SSTP budget.
6. Issues and responsibilities related to law enforcement and education will be covered in a separate document entitled *Memorandum of Agreement for Snowmobile Trails Law Enforcement*.
7. VAST, by the signature of its officer, does hereby agree to indemnify and hold the state harmless for damages caused by the acts, omissions, or negligence of VAST incidental to its work on the SSTs.
8. ANR and VAST agree to collaborate on the annual state land work plans.
9. Regular contact beyond required communication between VAST and ANR is encouraged.

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

Vermont Association of Snow Travelers:

Charles W. Jones
Witness

Robert A. Whitcomb
Witness

Dan Thoms
Vermont Association of Snow Travelers

TRAILS Administrator
Title

Agency of Natural Resources:

John Rye
Witness

Scott Johnson
Witness

John Kassel
John Kassel, Secretary
Agency of Natural Resources

Conrad M. Motyka
Witness

Charles W. Jones
Witness

Conrad M. Motyka
Conrad M. Motyka, Commissioner
Department of Forests, Parks and Recreation

P. A. McDonald
Witness

Alan R. Burr
Witness

Ron Regan
Ron Regan, Commissioner
Department of Fish and Wildlife

Alan R. Burr
Witness

John Rye
Witness

Canute Dalmasse
Canute Dalmasse, Commissioner
Department of Environmental Conservation
CHRISTOPHER "RECCO" DEPUTY CMHR.



January 18th, 2022

Town of Starksboro
PO Box 91
Starksboro, VT 05487

Dear Town of Starksboro Selectboard,

The Vermont Association of Snow Travelers (VAST) is pleased to offer their full support to the Mt. Abe Sno Sports Snowmobile Club in their efforts to reopen Corridor Trail 30, which will connect Corridor Trail 17 to the North with Corridor Trail 7A and 7 to the South.

This connecting trail was open in the 90's and into the early 2000's. In 2004 the trail was closed and removed from our map. The initiative of the club to reopen this section of trail is supported at the VAST level if all necessary permissions can be obtained and the local snowmobile club is committed to maintaining the trail to VAST standards.

This trail would bring riders from the valley areas into the mountains where there are well-maintained trails and consistent snow conditions that riders desire. This project would be incredibly positive for snowmobiling in the area.

Sincerely,

Matthew Tetreault

Matt Tetreault
VAST Trails Administrator

§ 3208. Administration and enforcement

(a) The Commissioner of Motor Vehicles shall administer the provisions of this subchapter, except as otherwise provided, and may adopt rules prescribing forms and procedures for application and registration as necessary to carry its provisions into effect.

(b) The Secretary of Natural Resources shall provide to the Agency of Transportation a list of public lands, public waters and natural areas on or over which a snowmobile may not be operated. The information provided shall be incorporated in the booklet made available pursuant to subsection (c) of this section.

(c) This subchapter and rules adopted under this subchapter, together with the list provided by the Secretary of Natural Resources, shall be printed in booklet form and made available to the public by the Agency of Transportation.

(d) The provisions of this subchapter and rules adopted pursuant to this subchapter shall be enforced by law enforcement officers as defined in section 3302 of this title in accordance with the provisions of 4 V.S.A. chapter 29. Testimony of a witness as to the existence of navigation or snowmobile control signs, signals, or markings shall be prima facie evidence that such control, sign, signal, or marking existed pursuant to a lawful statute, regulation, or ordinance and that the defendant was lawfully required to obey a direction of such device.

(e) Law enforcement officers as defined in section 3302 of this title may conduct safety inspections on snowmobiles stopped for other snowmobile law violations on the Statewide Snowmobile Trail System. Safety inspections may also be conducted in a designated area by law enforcement officials. A designated area shall be warned solely by blue lights either on a stationary snowmobile parked on a trail or on a cruiser parked at a roadside trail crossing. (Added 1983, No. 212 (Adj. Sess.), § 2; amended 1993, No. 234 (Adj. Sess.), § 12, eff. June 21, 1994; 2003, No. 116 (Adj. Sess.), § 8; 2017, No. 71, § 19; 2019, No. 131 (Adj. Sess.), § 234.)

§ 3214. Allocation of fees and penalties; liability insurance; authority to contract for law enforcement services

(a) The amount of \$5.00 from the sale of every resident and nonresident snowmobile registration shall be allocated to the Transportation Fund. The balance of fees and penalties collected under this subchapter, except interest, shall be remitted to the Agency of Natural Resources, which may retain for its use up to \$11,500.00 during each

fiscal year for oversight of the Statewide Snowmobile Trail Program, and the remainder shall be allocated to VAST for:

(1) Development and maintenance of the Statewide Snowmobile Trail Program (SSTP).

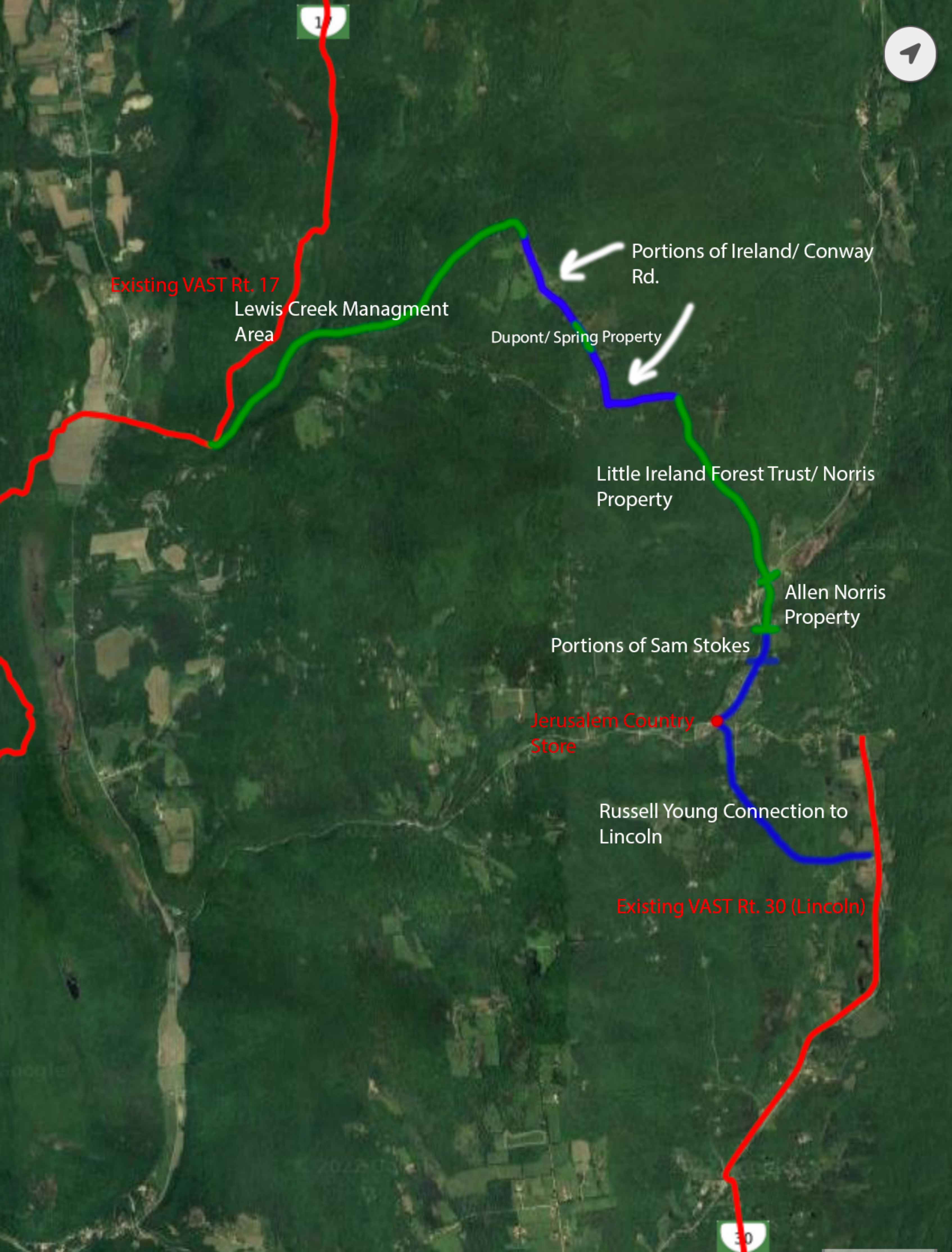
(2) Procuring trails' liability insurance in accordance with subsection (b) of this section.

(3) Contracting for law enforcement services with any constable, sheriff's department, municipal police department, the Department of Public Safety, or the Department of Fish and Wildlife to ensure compliance with the provisions of this chapter. The allocation for snowmobile law enforcement services shall be an amount equal to \$5.00 from the sale of every resident and nonresident snowmobile registration. If this allocation for law enforcement services is not fully expended, the unexpended amount carried forward may be used to purchase capital equipment to aid law enforcement in the provision of services. VAST shall include proposed spending on law enforcement services and on capital equipment as part of the annual expenditure plan required by section 3215 of this chapter. The Departments of Public Safety and of Fish and Wildlife are authorized to contract with VAST to provide law enforcement services.

(b) VAST shall purchase a trails' liability insurance policy in the amount of \$1,000,000.00. The State of Vermont shall be named an additional insured. The policy shall extend to all VAST affiliated snowmobile clubs and their respective employees and agents to provide for trails' liability coverage for development and maintenance of the Statewide Snowmobile Trail Program, including groomer use and operation. The Office of the Secretary of Administration shall assist VAST with the procurement of trails liability and other related insurance.

(c) Nothing contained in this section shall authorize or create any cause of action to accrue or to be maintained against the State of Vermont.

(d) Any fees and penalties allocated pursuant to subsection (a) of this section shall not revert but shall be available until spent. Any accrued interest shall be deposited in the Transportation Fund. (Added 1983, No. 212 (Adj. Sess.), § 2; amended 1987, No. 89, § 313; 1987, No. 126 (Adj. Sess.), § 4; 1993, No. 234 (Adj. Sess.), § 18, eff. June 21, 1994; 1995, No. 63, § 214, eff. May 4, 1995; 2005, No. 215 (Adj. Sess.), § 281; 2009, No. 50, § 60; 2011, No. 164 (Adj. Sess.), § 10; 2013, No. 50, § E.101.5; 2013, No. 189 (Adj. Sess.), § 23.)



Existing VAST Rt. 17

Lewis Creek Managment Area

Portions of Ireland/ Conway Rd.

Dupont/ Spring Property

Little Ireland Forest Trust/ Norris Property

Allen Norris Property

Portions of Sam Stokes

Jerusalem Country Store

Russell Young Connection to Lincoln

Existing VAST Rt. 30 (Lincoln)