TRAIL POLICY MANUAL



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The following are the Vermont Association of Snow Travelers, Inc. policies and procedures developed by the VAST Trails Committee, which includes County Trail Coordinators from each county. These policies and procedures have been reviewed and adopted by the VAST Board of Directors These policies and procedures along with any revisions are current as of August 2022. For Grant-in-Aid Application to be considered clubs/contractors must be compliant with all VAST policies and by-laws *(latest edition).*

A. Trail and Bridge Development

To qualify for VAST grant-in-aid, trail construction and maintenance projects must be constructed according to the standards set forth in this document:

1. VAST *Guide for the Development of Snowmobile Trails* ***(Latest edition)***

2. Construction Grant-In-Aid Policies and Procedures

A. Applications and Project Approval

- To qualify for a grant a designated representative from each club who applies for construction grant in aid funding must attend the most recent VAST Spring Construction Seminar or complete an online curriculum designated by the Trails Administrator during the specified time period.

- By signing the Trails Agreement Form the designated representative from the applying club acknowledges that they and the applying club will be responsible for completing the project according to the VAST Guide for The Development of Snowmobile Trails.

- Prior to starting work on a project for which a grant-in-aid request will be made, a construction grant-in-aid project application must be submitted to the VAST Trails Administrator for approval. The County Trails Coordinator and VAST Trails Administrator shall review and approve all construction grant-in-aid applications. Work on the project should not begin until written approval has been granted by the VAST Trails Administrator.

- To avoid the appearance of impropriety, or a conflict of interest, County Trail Coordinators shall not sign off on Grant-in-Aid Applications or corresponding paperwork for the club to which they belong. Paperwork shall be signed by the County Director, or an authorized agent as outlined in the corresponding counties by-laws, or as approved by the VAST Trails Administrator upon written notice from the County Trail Coordinator. The County Trail Coordinator shall also be informed of the project details and sign off on the application as a cosigner

- Projects submitted as part of a Grant-in-Aid Application may be inspected at the discretion of the Trails Administrator.

Applications shall be submitted for the next fiscal year, online, by **June 30th** each year.

- The VAST Trails Administrator shall rank each project request in order according to the VAST Trails priority list that appears in this policy *(see section B. Priority Ranking of Corridor Trail Projects).*

- Projects shall be approved in priority order up to the amount budgeted for the fiscal year.

- Work on projects may be started upon receipt of notification that the project has been approved for construction. Funding will not be available until after October 1st.

- The fiscal year (October 1st – September 30th) of a project is indicated by the first two digits of the project number provided. Projects applied for in June are approved for the following fiscal year, beginning October 1st and ending in September of the following calendar year.

- All projects approved for a given fiscal year shall be completed with all required paperwork submitted, by December 15th of the corresponding fiscal year.

- If a project cannot be completed by December 15th of the corresponding fiscal year, a written extension request must be submitted to the VAST Trails Administrator prior to December 15th.

- If an extension is granted for a given project, the project must be ***completed*** within the same fiscal year in which it was approved.

- Completed means;
  - Project is physical completed according to VAST Best Practices for the Development of Snowmobile Trails.
  -All invoices and paperwork have been uploaded using the links emailed to the club.
  -The County Trail Coordinator has inspected the project for compliance and signed off.

- Projects that were denied or remain incomplete within the approved carryover period may be resubmitted for consideration in the next fiscal year.

- All clubs must have a current W9 and EIN Number on file with the VAST office to be eligible for Construction Grant in Aid funding.

- All clubs must be registered with the Vermont Secretary of State's Office and the IRS as a business entity by December 1st, 2024. Clubs may provide documents supporting their efforts to obtain the necessary status with the Vermont Secretary of State and IRS.

B. Priority Ranking of Corridor Trail Projects

Projects shall comply with the VAST Strategic Plan or be part of the existing SSTS and be shown on the current VAST Trails Map. Projects shall be approved based on priorities. Within each priority, projects on heavily used trails will be approved first in the following order:

a. Maintenance

1. Bridges in need of repair or replacement for the upcoming season.

2. Projects that bring trails up to VAST safety-related standards *(as outlined in the VAST Guide for the Development of Snowmobile Trails latest edition)* by removing obstructions alongside of trail, in tread, widening curve radii, increasing sight distance at critical locations, etc. or by correcting underlying causes of dangerous conditions like erosion, ice boils; all as called for in standards for the existing trail class. ***This work would not upgrade a trail to a higher class.***

3. Installation of gates and culverts

4. Projects on secondary trails using the same priorities as used for corridor trails.

b. Trail Construction

1. Trail relocation due to land closure, landowner request or onto a permanent easement or unplowed public highway or projects that remove trails from a plowed highway, river, or other body of water.

2. Project upgrades trail to a higher class as approved by Club, County, and the VAST Trails Committee:

   • Trail upgrades proven to be necessary to maintain overall trails continuity and when other options are not possible will be considered.

   • Trail upgrades, which are not necessary to maintain trail continuity or trail upgrades that create a parallel corridor trail, will most often not be approved.

3. Construction of new trails as proven necessary and approved by the county and VAST Trails Committee. The following criteria shall be used when determining the practicality of the project.

   • Permanence of Trail (*location on Federal, State, or private land, or onto an easement)*

   • Level and cost of construction

   • Current grooming situation

   • Equipment used to maintain the trail

   • The cost associated with adding miles to current grooming contract as well as projected usual and unusual maintenance costs that may be necessary going forward.

   • Length of season and area where trail will be located *(Higher elevations vs. lowlands and valleys)*

   • Volume of traffic on adjacent trails and new trails

   • Major trail connections *(E-W, N-S corridors)*

- Connection to services

a. No new trail construction shall be implemented that will exceed the historic level of 4,200 miles of VAST funded corridor trails unless specifically approved by the Board of Directors and budgeted for any fiscal year.

4. Projects on secondary trails using the same priorities as used for corridor trails.

Bridge Policy

All bridge construction projects will require the standard construction documents including but not limited to Stream Alterations Permit/approval, Army Corp of Engineers Permit/approval, Local Zoning Permit/approval as well as a signed Landowner Bridge Agreement *(when necessary).* This Agreement will be supplied by VAST and must be signed by the landowner, local Club President, County Trails Coordinator, and VAST Trails Administrator before any construction begins. Clubs will be responsible for obtaining the necessary permits/approvals and providing them to the VAST Trails Administrator before any construction begins.

Landowner Bridge Agreement
This agreement shall include a provision that in the event the designated VAST trail leading to the snowmobile bridge is either discontinued or relocated off the landowner's property then the landowner agrees to one of the following:

- Granting VAST the right to enter upon my/our property to remove the Bridge(s). If this option is chosen, VAST or its agent shall make a good faith effort to restore the property to its original condition to the extent reasonably possible and VAST may delegate the removal of the Bridge(s) to its local club; or
- Purchasing the Bridge(s) from VAST for fair market value (if the original cost of construction of Bridge(s) was less than $2,500 each, VAST will sell the Bridge(s) for $1.00)

This policy will be reviewed and implemented on a case-by-case basis according to the VAST Trails Administrator, County Trails Coordinator and Club Trail Master.

c. Reimbursement

The County Trails Coordinator or the VAST Trails Administrator must inspect all projects prior to the Grant-in-Aid payment being authorized. The signature of on the Trails Request for Reimbursement must demonstrate this inspection. Approved projects shall be reimbursed based on the following criteria:

- Upon proof of payment, purchased material for trail projects such as culverts, fill, I-beams, bridge planking, etc. as well as leased/rented or contracted equipment, shall be reimbursed at 100% of the amount approved by the VAST Trails Administrator. Copies of detailed/itemized invoices must be submitted by the project coordinator and provided with payment request. Donated equipment, materials or services will not be reimbursed.

- VAST reserves the right to consider reimbursement or funding from all other sources in determining a net figure as the 100% reimbursement amount.

- Upon proof of payment labor associated with contracted equipment may be reimbursed at the discretion of the County Trails Coordinator and VAST Trails Administrator. All other incurred labor cost will be at the club's expense unless previously approved by the VAST Trails Administrator.

- If the total cost of a project exceeds the amount approved by the VAST Trails Administrator, the overage will be the responsibility of the applying club. The overage, or a portion of the overage may be paid at the discretion of the VAST Trails Administrator.

- All reimbursement or funding available or anticipated, from any source, to offset the cost of the project shall be disclosed to VAST prior to any determination of the project cost. VAST reserves the right to reevaluate its determination of the project cost if funds become available to offset the cost following its initial determination."

B. Trail Signing Standards

Proper and adequate trail signing is an important factor in trail safety and providing members with information, which will enhance their riding experience on the Statewide Snowmobile Trail System. This trail signing policy has been adopted to help clubs enhance their trail signing efforts.

1. To qualify for grant-in-aid-funding, signing must be installed and removed according to the standards set forth in the VAST Guide for Snowmobile Trail Signing and Placement-*latest edition*.

2. Clubs may receive their initial signing needs for new trail construction at no charge if the trail has been approved by the Trails Committee and Board of Directors through the outlined process. Maintenance/upkeep will be by normal cost share procedures. Signs must be obtained and installed prior to December 16th of the season in which the new trail was constructed.

3. Water crossings no longer exist on the VAST trail system. Clubs that previously had trails that crossed bodies of water now must sign an annual agreement with VAST and post the proper sanctioned signage at designated locations. In addition, photos (with time stamps) must be taken of the installed signage and sent to the VAST Trails Administrator no later than December 1st each season. If a club does not comply with the agreement, and the December 1st deadline, the following actions will be taken:

   - Failure to meet December 1st deadline will result in withholding of grooming startup payment until compliant with the signed agreement and signage is properly installed and verified.

   - Continued non-compliance will result in withholding Club TMA payments until the Club is compliant, has executed this Agreement, and signage is properly installed and verified.

   - No additional warning will be given prior to the enactment of the above sanctions.

- Once the Club is compliant, any withheld funds will be released.

Agreement to this statement and all other provisions of the agreement must be accepted and sworn to by two officers of the club by signing below and sending VAST all documentation required by the dates in the agreement above.

Trails that previously led to a body of water should be signed to inform riders that the VAST trail ends prior to the body of water.

Signage shall include, but need not be limited to:

- DEAD END signs at the junction where the trail leaves the main trail
- TRAIL ENDS AHEAD sign 300 feet prior to the end of trail
- VAST TRAIL ENDS HERE, NO ICE IS SAFE ICE, RIDER ASSUMES ALL RISK AND LIABILITY BEYOND THIS POINT sign at end of trail with area for easily turning around.
- No signage should indicate any town, trail, or business on opposite side of body of water

4. In some areas, trail signs may be left in place in the off-season at the landowner's discretion.

5. All signs that are visible from a public right of way installed by a VAST club shall be removed at the end of the snowmobile season.

C. Equipment Program Policies

1. Minimum Standards for Power Units and Grooming Equipment

a. Power Units

Class	Power Unit Drag Width	Examples
1	Minimum 8' Drag	Tucker 2000 Series, Tractor Conversion - 8'+, PistenBully 100 or larger, Prinoth Husky & other units as approved by the Trails Committee & VAST Trails Administrator.
2	Minimum 7' Drag	Tucker 1100, Tractor Conversion 7'+, Snow Rabbit, PistenBully Paana, Scout & other units as approved by the Trails Committee VAST Trails Administrator
3	Minimum 6' Drag	Tractor Conversions 6' +, Track Truck, Argo Centaur, tracked ATV's & other units as approved by the Trails Committee VAST Trails Administrator.
4	Minimum 4' Drag	Alpine, Skandic, Polaris wide track/long track, Yamaha VK 540, Arctic Cat

Bearcat, Tracked ATV's & other units as approved by
The Trails Committee & VAST Trails Administrator.

b. Class 4 Grooming Policy

Class 4 power units must be utility vehicles of a twin-track design or single-track snowmobiles with a track at least 20 inches wide and 150 inches long. ATV's that have a snow track conversion kit may be utilized for Class 4 grooming with the following installed on the vehicle for trail grooming and/or maintenance and snowmobile rescue only during the winter months:

1. Landowner Permission for Class 4 ATV Power Unit
   a. Visible mounted beacon
   b. Slow moving vehicle sign
   c. All safety gear and equipment *(first aid kit, etc*)
   d. Display VAST Trail Maintenance sign on front and rear of power unit.

Clubs and grooming contractors may only operate this unit on the VAST trail system upon the approval of the VAST Trails Administrator and the County Trails Coordinator. Once approved, the club/contractor must have a VAST grooming contract that is approved by the VAST Board of Directors.

c. Groomer Classification

If a VAST Club/Contractor is pulling a drag *(the drag must meet the requirements of the current VAST policy for grooming equipment)* with a narrower power unit and has successfully groomed their trails to the VAST Corridor Trail Standards, both the County Trails Coordinator and the VAST Trails Administrator shall approve the grooming classification for the equipment upon their discretion.

d. Groomer Drags

Grooming drags *(for Class 1, 2 and 3 Equipment)* must be of a side-rail design with multiple cutting blades, packing pan and rear trailing wheels. The purchase of new AFMI drags will not be eligible in this program.

2. Grooming Equipment Grant-In-Aid Policies and Procedures *(Revised 8/2022)*

At times it may become necessary to place a moratorium on the purchase of grooming equipment due to a lack of revenue. A moratorium on the purchase of grooming equipment will be at the recommendation of the VAST Trails Administrator and approved by the VAST Board of Directors and Governors Snowmobile Council.

a. Equipment Grant-In-Aid Criteria

1. Grant amount will be based on the net purchase price. The maximum purchase price used for calculating a power unit grant will be set at $275,000. Any expense above $275,000 will be the responsibility of the grant applicant.

2. No equipment grant-in-aid for acquisition of equipment over 20 years old.

Exception may be made if power unit has low mileage/hours and is in sound mechanical condition.

3. Financial capabilities of the Club/Contractor including anticipated or received funding from any grants or loans.
4. Volume of Non-Commercial Snowmobile Traffic

5. Priority Order:
   a. Equipment being replaced is more than 20 years old.

   b. Documented record of serious mechanical failure that has caused repeated/excessive down time.

   c. Class upgrade (Class 3 to 1 for example)
   (as approved by the Trails Committee & Board of Directors).

   d. An incremental increase in the number of miles of trail groomed resulting in current equipment no longer being sufficient for the job.

   e. Other.

b. Application Procedures

The VAST club/contractor must submit an equipment grant-in-aid application online by June 1st.

All clubs must have a current W9 and EIN Number on file with the VAST office.

All clubs must be registered with the Vermont Secretary of State's Office and the IRS as a business entity by December 1st, 2024. Clubs may provide documents supporting their efforts to obtain the necessary status with the Vermont Secretary of State and IRS.

The application should include information regarding sources of funding for the purchase. If grants have been applied for, or will be applied for, information regarding them shall be appended to the application. If loans have been applied for, all information regarding them should be included with the application.

If the financial position of the club changes after submission of the application, the application shall be amended to reflect the change.

When VAST acts to review the application, it should be fully informed regarding all financial circumstances surrounding the proposed purchase.

The designated agent for the grooming contractor and/or the club president will be asked to sign the application. The club/contractor will be responsible to VAST for the accuracy of the information submitted on the grant application. If information contained within the submitted and signed application is found to be false/inaccurate the grant will be denied/revoked upon discretion of the VAST Trails Administrator.

Grooming equipment grants may be approved only for grantees with an approved (current or pending) VAST grooming contract. The following are minimum contracted miles required to be eligible to apply for grant-in-aid for grooming equipment.

Class 1: 25 miles
Class 2: 25 miles
Class 3: 15 miles
Class 4: 10 miles

New grooming contracts issued after the 2022 season must have a minimum of 35 one-way miles for Class 1 and a minimum of 30 miles for Class 2.

Grooming equipment should not be contracted for more than 80 one-way miles of trail

c. Purchase of Equipment

Up to 60% of the net purchase price *(as defined below)* for the purchase of new and/or used Class 1, 2 and 3 Power Units will be allowed with the maximum grant amount to be determined based on the mileage quota allocated to each club/contractor in their current VAST Grooming Contract and the criteria listed below.

Maximum Grant Amounts are subject to change based on the following: *Table A. Percent changes in CPI for All Urban Consumers (CPI-U): U.S. city average-All Items less food and energy*; http://www.bls.gov/cpi/cpid1401.pdf. The percentage in the *Unadjusted 12-mos. ended Jan.* of the current year will be multiplied by the maximum grant amount from the preceding year to come up with the new maximum grant amount. Once calculated the grant amounts will need to be approved by the Trails Committee and Board of Directors.

Mileage Quota 0-500 Miles = Maximum Grant Amount of $44,078

Mileage Quota 501-1,000 Miles = Maximum Grant Amount of $65,930

Mileage Quota 1000+ Miles = Maximum Grant Amount of $87,906

1 additional percent will be added to the grant amount received for the applying club for each point accumulated based on the following criteria.

Not to exceed maximum grant amount listed above.

VAST Membership from previous season
Less than 150: +7 Points
151-400: +4 Points
401-600: +1 Points
600+: 0 Points

Consolidation of Grooming Equipment
+3 Points

Power Unit Remains in VAST System
+ 2 Points-Selling Club/Contractor
+2 Points-Buying Club/Contractor

Equipment Being Replaced
+1 Point for every 1,000 hours over 3,000 the club/contractor has put on equipment being replaced.

Net purchase price means the total paid for the grooming equipment after deducting the value of any trade-ins, credits, discounts, incentives, grants *(whether received or pending)*. All amounts of potential funding shall be clearly disclosed by the applicant prior to the release of any grant in aid funding by VAST.

VAST shall have the right to request copies of bank statements and approved treasurers reports from the applying club for review of information pertaining to the club's financial status, which may affect the approval and/or funding provided through the grant in aid program.

If grants have been applied for, a description of the grant, the amount, and the proposed date of notification of approval shall be provided to the Trails Administrator. The applying club shall provide a signed authorization for release of information to VAST which will disclose all grant information as part of the grant application process and prior to any grant funds being released.

VAST grant funds shall not be applied towards grant writing fees or any other pre or post administrative grant costs.

If a grant or other source of funding is secured by the applicant after approval, or receipt of the VAST grant VAST reserves the right to reevaluate the VAST portion of the grant and act upon the decision accordingly.

A copy of the bill of sale for all power units being traded/sold will be required. The selling price will be deducted from the purchase price of the new power unit. Net purchase price will be calculated as noted above. It will be up to the discretion of the VAST Trails Administrator to determine if the bill of sale reflects the actual fair market value of the equipment being traded/sold.

d. Purchase of Equipment – Additional Units

VAST recognizes that special circumstances may arise, and that additional grooming equipment is necessary to maintain the trail system within a contracted area. VAST clubs and contractors that have a grooming contract for 70+ miles may be eligible for an equipment grant for multiple power units. The mileage quota allocated in the grooming contract will be divided into equal amounts for each power unit, and the grants will be distributed according to the criteria noted above. Clubs that require multiple units for a grooming contract that is less than seventy miles may apply for an equipment grant; however, a subcommittee will review their request. The

members of the subcommittee shall include the VAST Trails Administrator, Trail Committee Chair and Co-Chair and one member from the Trails Committee. The member from the Trails Committee may not be from the same county as the club whose application is being reviewed. The subcommittee will approve or deny the special request according to eligibility and need.

It may become necessary to transfer grooming mileage to adjacent club/contractors grooming contracts in lieu of additional power units being added to the grooming fleet.

e. Class 4 Equipment

Clubs applying for an equipment grant for Class 4 equipment shall be eligible for 60% of the net purchase price *(as defined above)*.

If the club/contractor has more than 20 class 4 contract miles, they may be eligible for an additional power unit.

f. Grooming Drags

VAST equipment grants ranging from 40%to 60% of the net purchase price are available for clubs or contractors wishing to purchase new or used approved manufacturer side-rail style grooming drags.

Percentage of grant amount funded shall be equal for all clubs and based on amount of available funding.

Fair-market value of used drags to be determined by the VAST Trails Administrator taking into consideration drag condition, age, and size.

Approved side-rail drag manufacturers are: Mogul Master, Mountain Grooming, Trail Paver, and other drags approved by the VAST Trails Administrator.

g. Capital Repairs of Existing Owned Equipment

Capital Repairs Grants for multiple power units shall be submitted separately per minimum *(for each power unit)* below.

60% of documented purchased parts and labor per minimum below will be reimbursed at the Trails Administrators discretion. The Trails Administrator shall have the right to all information deemed by him/her to be relevant to the decision, including but not limited to, the need for the repair, the cause of the need for repair, the age of the equipment and expected useful life of the equipment, and the financial ability of the owner of the equipment.

Total not to exceed 50% of fair market value of equipment.

The total grant amount per power unit will be capped at $20,000 per year.

Class 1 = $2,000
Class 2 = $1,500
Class 3 = $1,000
Class 4 = $800

Glass, fluids, filters, batteries, paint, and body work or add on accessories and equipment or any repairs that could be considered annual routine maintenance will not be considered for reimbursement.

Capital Repairs Grants will not cover tracks, track belts, grousers, and cleats for any equipment less than 10 years old.

Power units that are minimum of 10 years old may be eligible for capital repairs grants for expenses incurred, due to normal wear and tear, on tracks, track belts, grousers, as priority and funding allow and at discretion of the Trails Administrator. All other capital repairs of existing owned equipment policies shall apply.

A minimum of $25,000 will be set aside from the equipment grants line item to be used for emergency repairs to power units during the winter months. Funding for emergency repairs will be on a first come, first serve basis determined by the date a completed application is received at the VAST office. The amount of this funding that is not used in a given fiscal year will be carried forward into the next fiscal year to be used for the same purpose.

h. Lien Period for Service Payback

1. VAST Clubs and contractors that purchase ***new*** Class 1, 2 and 3 power units will be eligible for another equipment grant once the power unit in service which is proposed to be traded or sold for a new unit has groomed 4,000 hours or eight seasons following the receipt of the initial grant. This policy is in effect starting with the FY 21 grants and will apply to all subsequent grants thereafter.

2. VAST Clubs and contractors that purchase ***used*** Class 1, 2 and 3 power units will be eligible for an equipment grant once the power unit in service which is proposed to be traded or sold for another unit has groomed an additional 2,000 hours or seven seasons following the receipt of the initial grant. This policy is in effect starting with the FY 21 grants and will apply to all subsequent grants thereafter.

3. VAST Clubs and contractors that purchase ***new*** Class 4 power units will be eligible for an equipment grant once the power unit in service, which is proposed to be traded or sold has groomed 4,500 miles or five seasons following the receipt of the initial grant.

4. VAST Clubs and contractors that purchase ***used*** Class 4 power units will be eligible for an equipment grant once the power unit in service which is proposed to be traded or sold has groomed 2,000 miles or five seasons following the receipt of the initial grant.

5. Additional units for a contracted area will be considered as new units and will not require payoff of depreciation liens held by VAST on other units.

6. VAST clubs and contractors that receive a Capital Repairs Grant will not be eligible for a grant to replace the power unit they received the grant for based on the following.

   Up to $5,000 Grant Amount - 1 Year
   Up to $10,000 Grant Amount - 2 Years
   Up to $20,000 Grant Amount - 3 Years

When equipment is purchased or repaired, using any of the above listed grant in aid programs, a lien will be placed on said equipment based on the expected useful life of the equipment which is outlined in 1 through 6 above. If the grooming club/contractor holds the equipment for the specified number of miles, hours and/or seasons as outlined in 1 through 6 above following the receipt of the initial grant there is no proration of the Grant-in-Aid amount. If the equipment is sold, traded or any interest in ownership is transferred before the specified number of miles, hours and/or seasons as outlined in 1 through 6 above, the owner will be obligated to repay VAST for the remaining prorated amount, or that amount will be deducted from any successive Grant-in-Aid approved.

No equipment grants will be awarded based on the above criteria unless the club/contractor is eligible for a grant for multiple units. Hour meter readings will be tracked through the submission of the grooming log sheets during the snowmobile season and verified by the County Trails Coordinator or VAST Trails Administrator. If hour meter readings are not available, the number of seasons the equipment has groomed will be used to determine eligibility for the grant.

Provided, however, that if the owner proposes to sell equipment purchased with the benefit of any of the listed grant in aid programs prior the expected useful life of the equipment, which is outlined in 1 through 6 above, VAST shall have the Right of First Refusal to purchase the equipment on the same terms as are proposed for the sale or transfer by the owner. VAST shall have thirty days from the written notification to VAST by the owner of the proposed transfer, and the terms of the proposed sale. VAST shall have the right to deduct the prorated amount of the grant remaining from the price paid by it under this Right of First Refusal.

If any equipment which was purchased or repaired with the use of funds from or through any VAST program is proposed to be sold or traded the VAST Trails Administrator shall be notified and shall be given all information requested regarding the proposed transfer.

A Release signed by the VAST Trails Administrator and VAST Executive Director shall be required to release VASTS interests in any equipment being sold or transferred for which Grant-in-Aid funding was received in which a lien still applies. This policy is in effect starting with the FY 17 grants and will apply to all subsequent grants thereafter.

Class 3 and 4 equipment for which grant in aid funding is sought that is titled according to Vermont law shall have VAST listed as a lien holder in the second

position if bank financing has been a source of funding, or as the first lien holder if there is no bank financing involved in the purchase. A copy of the title listing VAST as a lien holder shall be provided to VAST prior to any funding being released for the said equipment.

i. Filing Equipment Grants under the UCC-1 Codes

All equipment grants shall be filed with the Secretary of State under the UCC-1 code. After the equipment grant is awarded, it will be the responsibility of the VAST Trails Administrator to file the lien with the Secretary of State.

j. Grooming Contractors

All VAST Grooming Contractors shall establish accomplish the following before the grooming contract goes into effect for the season.

- Establish a business name registered with the Vermont Secretary of State.
- Provide proof of General Liability Insurance in the amount of $1,000,000, naming VAST as an additional insured on the policy.
- Provide proof of Workers Compensation Insurance or provide a Form 29 signed by the Vermont Department of Labor.
- Provide VAST with a current W9 and EIN number.

3. Rescue Equipment Grant-In-Aid *(Revised 5/16)*

a. Purpose

The purpose of this policy is to financially aid those county clubs or local clubs in the purchase of up-to-date rescue equipment to be used in emergencies related to snowmobiling, or any other cause that would necessitate this type of equipment. Clubs shall make this available to communities, local rescue squads, state/local police departments, emergency response services and other membership clubs and organizations, for the reasons stated above.

All counties should have at least one unit standing ready.

Remember that the purchase of the necessary equipment is only one component of rescue readiness. A comprehensive plan including location of equipment manager (responsible for maintenance and repair), a network of club/rescue personnel available to respond in cases of emergency and communications systems should be in place prior or in conjunction with equipment purchase. **An outline of this plan will be a requirement for receiving grant-in-aid monies.**

b. Application Procedure

1. The VAST Club should apply for the rescue grant-in-aid and must submit a Rescue Equipment Grant-in-Aid Application to the VAST Office by **June 1st**.

   a.) All clubs must have a current W9 and EIN Number on file with the VAST office to be eligible for Rescue Equipment Grant in Aid funding.

   b.) The application should include information regarding sources of funding for the purchase, whether the funding is coming through the club or the organization the club is assisting with the grant. If grants have been applied for, or will be applied for, information regarding them shall be appended to the application. If loans have been applied for, all information regarding them should be included with the application. If the financial position of the applicant (club and/or organization being assisted) changes after submission of the application, the application shall be amended to reflect the change. When VAST acts to review the application, it should be fully informed regarding all financial circumstances surrounding the proposed purchase. Upon approval of the grant request, the payment will be made directly to the club applying for the grant-in-aid upon proof of payment. The club should submit the application and disperse the grant-in-aid money to the organization they are assisting upon final approval and receipt of the grant.

   c.) If grants have been applied for, by either the club or the organization being assisted, a description of the grant, the amount, and the proposed date of notification of approval shall be provided to the Trails Administrator. The applying club or organization being assisted shall provide a signed authorization for release of information to VAST which will disclose all grant information as part of the grant application process and prior to any grant funds being released.

   d.) VAST grant funds shall not be applied towards grant writing fees or any other pre or post administrative grant costs.

   e.) If a grant or other source of funding is secured by the club or the organization being assisted after approval, or receipt of the VAST grant, VAST reserves the right to reevaluate the VAST portion of the grant and act upon the decision accordingly.

   f.) The designated agent for the club, along with a designated agent of the organization being assisted, will be asked to sign the application, and will be responsible to VAST for the accuracy of the information submitted on the grant application. If information contained within the submitted and signed application is found to be false/inaccurate the grant will be denied/revoked upon discretion of the VAST Trails Administrator.

2. The rescue sled by itself is only one component of the total package. Necessary applications may include the purchase of a power unit with the cost of the rescue sled. Power units currently approved for grant-in-aid under the Equipment Policy, Class 4 power units will qualify for this purpose. Further, mobility is essential for a fast response to emergencies, therefore a trailer may also be part of the grant-in-

aid application. This is a one-time purchase and should be looked at as a total package.

3. Grant-in-aid may be 50% of the net purchase price not to exceed a maximum of $10,000.
Net purchase price means the total paid for the rescue equipment after deducting the value of any trade-ins, credits, discounts, incentives, grants (whether received or pending). All amounts of potential funding shall be clearly disclosed by the applicant prior to the release of any grant in aid funding by VAST

4. Grant-in-aid liens will be placed on all equipment and repayment will be five years.

a.) Provided, however, that if the owner proposes to sell equipment purchased with the benefit of any of the listed grant in aid programs prior the expected useful life of the equipment, VAST shall have the Right of First Refusal to purchase the equipment on the same terms as are proposed for the sale or transfer by the owner. VAST shall have thirty days from the written notification to VAST by the owner of the proposed transfer, and the terms of the proposed sale. VAST shall have the right to deduct the prorated amount of the grant remaining from the price paid by it under this Right of First Refusal.

b.) If any equipment which was purchased with the use of funds from or through any VAST program is proposed to be sold or traded the VAST Trails Administrator shall be notified and shall be given all information requested regarding the proposed transfer.

c.) A Release signed by the VAST Trails Administrator and VAST Executive Director shall be required to release VASTS interests in any equipment being sold or transferred for which Grant-in-Aid funding was received in which a lien still applies.

D. Grooming Contract Policies and Procedures

1. Grooming Contract

Each club/contractor will be issued a mileage quota to be used to groom their contracted section of trail for the duration of the season. Mileage quotas are based on the highest actual grooming activity in the 6 seasons from 2017-2022 (adjusted for contract changes) and may be adjusted in the future; either automatically by percentage change if the one-way mileage of the contract changes, or by vote of the trails committee if grooming needs change due to snow or traffic.

For clubs/contractors being issued new grooming contracts the mileage quota will be determined by the County Trail Coordinator and VAST Trails Administrator, considering the quotas for similar terrain in the surrounding area and/or existing quotas for the contracted trails.

The mileage quota will be used to determine the startup payment and contract cap as described below.

2. Grooming Contract CAP

Every club or contractor being issued a Grooming Contract will also be issued a grooming cap figure. This grooming cap figure will be based on the mileage quota allocated to each club/contractor multiplied by their rate of pay per mile.

The mileage quota provides clubs/contractors with the total mileage they are able to groom for the season. Not all trails need to be groomed multiple times per week. VAST encourages clubs to manage grooming of their trail system to groom trails as often as prudent while not exceeding their mileage quota prior to the end of the season.

Clubs/contractors will not be reimbursed for grooming beyond their mileage quota under any circumstances.

All grooming will be monitored. Significant changes in weekly grooming will be reviewed before payment is issued. All payments may be withheld and/or revoked at the discretion of the County Trail Coordinator and VAST Trails Administrator.

3. Startup Payment

Prior to the beginning of the grooming season, VAST will issue payment to each contracted club or contractor a start-up payment (contract minimum) equal to 35% of their grooming contract. These funds are intended to help clubs/contractors purchase necessary repair items, insurance, fuel, or other grooming related items to insure equipment readiness before and during the season. This is considered a grooming payment. Additional funds will not be paid until actual grooming exceeds 35% of the contract mileage quota.

a. If clubs/contractors do not groom trails as snow and traffic dictate, the County Trails Coordinator and VAST Trails Administrator have the authority to withhold and/or revoke grooming payments and/or the club/contractors' contract and/or allocate mileage to an adjoining club/contractor.

b. The VAST Trails Administrator shall have full authority to issue or deny grooming payments based on information available from their observations.

4. Contingency Fund

The contingency fund shall be used only for the purpose of paying grooming clubs/contractors in the event the statewide expenses for grooming, in each season, exceed the amount budgeted in the grooming line item

5. Grooming Contract Renewal/Revocation

The VAST Grooming Contract is an annual agreement between VAST and the VAST Club, or individual grooming contractor. The dates of the 16-week grooming season defined in the VAST Grooming contract will change annually based on the hunting season dates as defined by the Vermont Department of Fish & Wildlife. Grooming equipment is not authorized on the SSTS outside of the dates outlined in the VAST Grooming Contract. The contract will be issued to the club/contractor in the fall prior to the snowmobile season. It is the club/contractor's responsibility to groom their trails that

have been assigned to them in accordance with the VAST standards. This includes grooming when the conditions warrant for the duration of the season and within the limits of their mileage quota and grooming contract. Such grooming will be charged to the grooming club/contractor's contract. All grooming on the Statewide Snowmobile Trail System (SSTS) by Class 1,2 and 3 machines shall be paid based on the recorded mileage from the GPS unit installed in the unit. Clubs/Contractors will not be reimbursed for mileage not recorded by the GPS, at the discretion of the VAST Trails Administrator. If a GPS unit is not working it is the responsibility of the club/contractor to notify the VAST Trails Administrator as soon as possible. An annual pre-season check of the GPS unit will be required to ensure GPS units are working prior to the start of the season. It is recommended that clubs continue to maintain a secondary log sheet recording their grooming runs, gallons of fuel, hour, and odometer readings etc. on a weekly basis.

The grooming contract is issued based on calculations from the highest percentage of contract mileage groomed by each club/contractor in the 6 seasons from 2017-2022, and the equipment classification.

A club/contractor's contract mileage is determined by the one-way ground miles within the club/contractor's area. Grooming in other areas on the SSTS is by mutual consent between the club/contractor and VAST Trails Administrator and shall be authorized in advance.
In the event of equipment breakdown, the club/contractor must notify the County Trails Coordinator and VAST Trails Administrator and arrange with an adjoining club/contractor to groom until equipment repairs are completed. The assisting club will be reimbursed at their contracted rate per mile and funding used for reimbursement will count towards the mileage quota of the club requesting the assistance. Both clubs must agree on the mutual aid before entering another club's trail system and the specific period shall be discussed and agreed upon before the time of grooming.

Mileage logged while the power unit is towing a compactor bar, roller, or other type of equipment other than a drag as specified above will be reimbursed at the discretion of the County Trail Coordinator and VAST Trails Administrator.

Trails must be signed according to the VAST Guidelines for Snowmobile Trail Signing Manual *(latest edition*).

Prior to renewing a Grooming Contract, the VAST Trails Administrator shall require each grooming club or contractor to provide financial information documenting their cost, for grooming the SSTS.

The Financial Form shall be submitted online annually.

Final grooming payments for the current year will not be authorized until this form is completed.

The financial information will be entered into a database and the current grooming cost will be determined before the upcoming year's budget is prepared. This information will reflect the actual costs to groom the SSTS annually and will allow the VAST Trails

Committee to assess these costs, and recommend, if necessary, future financial changes to grooming contracts, or other VAST Grant-in-Aid programs.

If the Club/Contractor fails to comply with their contract, the contract may be revoked upon the recommendation of the County Director and the County Trails Coordinator for one or more of the following reasons:

- Inconsistent and infrequent or fraudulent grooming runs
- Failure to respond to written complaints regarding trail conditions
- Failure to groom the assigned trails when conditions warrant
- Failure to submit financial analysis information

All grooming information along with an accurately completed financial analysis must be submitted by grooming clubs/contractors to the VAST office no later than April 30th, annually. If the grooming club/contractor fails to meet this deadline they will forfeit the remaining balance of their grooming contract for that season.

If a club/contractor's contract is in question, written documentation must be submitted to the County Trails Coordinator and the County Director. The county representative will contact the club/contractor to discuss the issue. If the issue does not get resolved at the county level and the grooming club/contractor does not display any progress and improvement, then the county representative will contact the VAST Trails Administrator. The VAST Trails Administrator will contact the grooming club or individual and make the decision to renew or revoke the contract at that time.

If the club/contractor has a dispute over the decision made, they may follow the resolution of disputes and the grievance process as defined by the VAST policy manual.

Operation of grooming equipment while under the influence of drugs or alcohol is ***strictly prohibited***. If an operator is proven to be operating a groomer while impaired by alcohol or drugs, whether prescription or not, VAST reserves the right in its sole and unbridled discretion to reconsider the contractors/clubs grooming contract.

To operate a piece of grooming equipment you must be 18 years of age.

All highway & railroad crossings shall be left clean after the grooming equipment passes through.

6. Verification of Trail Mileages *(Revised 05/13)*

It will be up to the County Trail Coordinator and VAST Trails Administrator to verify contract mileage.

a. <u>Additional Contract Mileage</u>

Clubs that would like to add additional miles to their current contract *(via new trail construction)* must present their requests to their County Trails Coordinator and at the

county level. Once it has been approved at the county level, the club shall submit their written request to the VAST Trails Administrator. The club will be invited to present their request at the Annual May Trails Committee Meeting. If the Trails committee approves, then the final step is to go before the Board of Directors, and they will determine if it is financially feasible for VAST to fund the additional mileage.

b. GPS Mileage

Clubs will utilize the mileages verified by GPS technology.

7. Reimbursement Rates *(As Approved Annually by the Board of Directors)*

(The following rates were approved October 2026 for FY27 implementation)

Class 1.....8 Ft. Minimum Width .....$15.50 Traveled Mile
Class 2.....7 Ft. Minimum Width .....$11.00 Traveled Mile
Class 3.....6 Ft. Minimum Width .....$ 8.50 Traveled Mile
Class 4.....4 Ft. Minimum Width .....$ 6.00 Traveled Mile

8. Grooming Contract Change/Request

In the event a VAST club would like to add additional miles to their contract or upgrade their contract to another class, the club must go through the process as explained in Section 6a under Additional Contract Mileage. It has been established that the maximum number of miles of VAST corridor trail shall not exceed 4,200 miles. In effort to control the total miles contracted to the grooming clubs, there will be a limited time frame that clubs and contractors will have to make their requests. All requests for contract upgrades and additional grooming mileage must be submitted to the VAST Trails Coordinator by May 1st of every year. Clubs will have the winter season to notify the VAST Office to be placed on the agenda for the Trails Committee to review and approve their grooming contract request.

E. Fraudulent Equipment Grant-In-Aid or Grooming Payment Claims

It shall be the duty of the VAST Trails Administrator to oversee the grant-in-aid program and grooming contracts to assure that all claims are valid and that no fraudulent claims have been made. It shall be the duty of all County Trails Coordinators to assist in this matter and to verify that construction work has been completed, grooming accomplished and that grooming equipment is needed. Any person or club submitting a fraudulent claim shall be subject to actions deemed necessary and/or appropriate by the Board to include civil and criminal prosecution.

F. Open Season Trail Closures

The closed season is defined as the time from April 16th to December 15th annually. The only exception is for grooming, maintenance, and rescue operations, otherwise, snowmobilers may be fined by law enforcement. VAST clubs also have the authority to close

their trail system within their club's jurisdiction during the open season due to the lack of snow or landowner's request.

The following criteria shall be considered when closing the trail system within a club's/county area:

- Lack of snow or low snow conditions
- Winter storms creating hazardous conditions
- Winter Logging Operations
- Landowner Request

The following protocol shall be followed to inform the VAST membership on these closures during the "open season":

- Clubs shall contact the County Director/County Trails Coordinator.
- Contact VAST Office. *(Trails Administrator/Trails Manager)*
- VAST will announce information on the website, trail conditions report, VAST News, Radio/TV reports.
- Clubs shall have a method of properly signing the trails as "closed" at trail junctions, trailheads, and other access points.
- Gates shall be closed; adjacent clubs shall be informed until further notice.

If the club is unable to access the "open portion" of their trail system, they shall request grooming assistance from the adjacent club in the area. The assisting club will be reimbursed at their contracted rate per mile and the club requesting the assistance will be credited for that week of grooming. Both clubs must agree on the mutual aid before entering another club's trail system and the specific period shall be discussed and agreed upon before the time of grooming.

G. VAST Trail Debrushing – *(Revised 12/15)*

1. Local clubs are responsible for maintaining the trails within their area. It is the intent of this policy to assist local club volunteers by providing grants that will allow clubs to;

   a.) Hire individuals, or contractors to complete planned woody brush and limb removal.

   b.) Aid clubs in the purchase of brush bars or similar equipment attached to grooming power units and/or drags and designed for debrushing trails.

2. Trails must be corridor trails that are part of the SSTS and be shown on the current VAST map. This policy does not include routine removal of blow downs.

3. Grants for debrushing by a contractor or individual with brush hog, or side arm type equipment are authorized on existing VAST trails to the extent that funds budgeted for this purpose allow.

4. VAST may earmark a maximum of 25% of the budgeted line item for debrushing each year to be used for aiding clubs with the purchase of brush bars or similar equipment as noted in 1b above.

5. Grants for brush bars or similar equipment may provide a maximum of 50% of the net purchase price (as defined below) of the equipment. Net purchase price may include reasonable costs associated with the installation. Maximum grant amounts will be $3,500.

6. Grants for debrushing or the purchase of brush bars or similar equipment will be made to clubs only.

7. Applications for debrushing must be made in accordance with the procedures outlined for trail construction. Applications for equipment must be made in accordance with the procedures outlined for equipment. The application deadline is **June 30th**.

8. All clubs must have a current W9 and EIN Number on file with the VAST office in order to be eligible for Debrushing Grant in Aid funding.

9. Reimbursement for debrushing will be made at the following rates according to the type of equipment used to debrush the trails:

   - **$45/hour** for mechanized equipment that is towed by a tractor or ATV. This classification is for brush hog and other types of mowers.

   - **$65/hour** for a tractor with a side arm mower or another type of attachment capable of removing overhead limbs and woody brush.

   - **$130/hour** for a brush head on an excavator with a weight of 7 tons or more.

10. There shall be no reimbursement for debrushing completed with handheld equipment except where mandated by the USDA Forest Service or the State of Vermont. This work will be reimbursed at **$25/hour** as approved by the VAST Trails Administrator.

11. All debrushing for which a grant is received must be completed in accordance with the standards in the VAST *Guide for the Development of Snowmobile Trails*, latest edition.

12. Clubs or grooming contractors responsible for the area may be reimbursed for up to 1/3 of the mileage within their area of responsibility each year. The County Trails Coordinator and the VAST Trails Administrator will determine club mileages. Payments will not be made until the Trails Coordinator has verified the debrushing is completed. Donated equipment, materials or services will not be reimbursed.

   - Net purchase price means the total paid for the brushing equipment after deducting the value of any trade-ins, credits, discounts, incentives, grants *(whether received or*

pending). All amounts of potential funding shall be clearly disclosed by the applicant prior to the release of any grant in aid funding by VAST.

- VAST reserves the right to consider reimbursement or funding from all other sources in determining a net figure as the 100% reimbursement amount.

- All reimbursement or funding available or anticipated, from any source, to offset the cost of the project shall be disclosed to VAST prior to any determination of the project cost. VAST reserves the right to reevaluate its determination of the project cost if funds become available to offset the cost following its initial determination.

- Once a club receives a grant to purchase a brush bar or similar equipment, they will not be eligible for a debrushing grant for the next two fiscal years.

- All reimbursement for equipment and/or debrushing as part of this program will be up to the discretion of the Trails Administrator.

H. Plowed Parking Areas

VAST Clubs and contractors may be eligible to be reimbursed for the winter maintenance of parking areas that access the VAST Statewide Snowmobile Trail System. To be eligible for the plowed parking area program, the club/contractor shall have an annual agreement with VAST stating the following:

• Responsible parties for the winter maintenance of the parking area

• The name and location of the parking area

• The reimbursement rate made to the responsible party

The reimbursement rates are not to exceed the hourly rate unless the club/contractor has been authorized prior to the season. The following rates have been approved for the following types of snow removal equipment:

• $90/hour: Pickup trucks *(approved Oct 2026 for FY27 implementation)*

• $135/hour: Loaders *(approved Oct 2026 for FY27 implementation)*

To be eligible for this program, new clubs/contractors shall submit their plowed parking area application by **June 1st**. The following criterion has been established and will be reviewed and approved by the VAST Trails Administrator and the County Trails Coordinator:

• The parking area shall be located on the most current edition of the VAST Trails Map

• The location of the parking area shall be made available on the VAST Website and the VAST News

• The parking area should be signed accordingly to inform the public that this parking area accesses the VAST Trail System

• There shall be no fees charged to park in the parking area

- The club/contractor shall invoice VAST once a month during the snowmobile season. Invoices must show the date the parking area was plowed, and what the rate was for the plowing on the given date.
- All plowing contractors shall accomplish the following before the plowed parking area contract goes into effect for the season.

  -Establish a business name registered with the Vermont Secretary of State.

  -Provide proof of General Liability Insurance in the amount of $1,000,000, naming VAST as an additional insured on the policy.

  -Provide proof of Commercial Automobile Insurance

  -Provide proof of Workers Compensation Insurance or provide a Form 29 signed by the Vermont Department of Labor.

  -Provide VAST with a current W9 and EIN number.

- Businesses that offer services and benefit from snowmobiling will not be eligible for the program.
- Approval will also be based on the location of the parking area on the Statewide Snowmobile Trails System, need, proximity to other plowed parking areas, allocated funding for the purpose of plowing parking areas, endorsement from the club responsible for maintaining the trails in that area and insurance information carried by the contractor.

I. Resolution of Disputes

From time-to-time disputes may arise over decisions that have been made by VAST employees, about trails and/or grooming, and/or within county clubs and or local clubs. The following steps shall be taken to resolve disputes that may arise:

Step 1 –The aggrieved party shall contact the County Trails Coordinator and the VAST Trails Administrator and outline their grievance in writing. The grievance shall be submitted within 15 calendar days of the date the club was notified of the decision they are grieving. If the problem cannot be resolved at this level, in seven days, the process shall proceed to step 2.

Step 2 –The aggrieved party shall state their grievance in writing to the Executive Director and President of VAST within 15 calendar days of the date the club is notified of the decision from Step 1. They shall determine what steps are to be taken. If the aggrieved party is not satisfied with the results the process will go to step 3.

Step 3 –If the aggrieved party is dissatisfied with the results of step 2 the President and Vice President shall appoint an impartial committee of three to investigate the matter within 30 calendar days of the date the club was notified of the decision from step 2. The committee shall meet and rule on the grievance within 15 days of its receipt.

Step 4 –If the aggrieved party is dissatisfied with the ruling of the committee, in step 3, they may petition the Board of Directors to hold a hearing on the issue. This shall

be done within 30 calendar days of the date the club is notified of the decision from step 3. The Board may in its discretion elect to refrain from taking any action, or in the alternative, shall hold the hearing within 30 days of receipt of the request. The ruling of the Board shall be final.

J. Commercial TMA Reimbursement

In compliance with the VAST By Laws.
Commercial TMA fees (*excluding the club dues portion*) collected from the sale of all Commercial TMAs shall be disbursed to clubs based on the following criteria:

1) Fees collected from the sale of all commercial TMAs to a commercial entity that provides both guided snowmobile tours and unguided snowmobile rentals will be divided amongst all active clubs, in good standing with the county, who maintain trails within the county in which the primary location of the commercial entity is located.

2) Fees collected from the sale of all commercial TMAs to a commercial entity that provides only guided tours will be divided amongst the clubs whose trails these guided tours utilize. The division of fees will be based upon the mileage utilized within each club's trail system.