

Agenda Summary
April 8, 2026

Agenda Item A-3

Stowe Nordic Cooperative Agreement Renewal

Summary: The Stowe Nordic agreement to groom the Mayo Farm and the Rec Path expired in October 2025. Historically the Town has entered into multi-year agreements with Stowe Nordic. Staff recommend renewing the agreement, with amendments for it to be a yearly agreement going forward, with automatic extensions unless either party notifies the other of their desire to cancel with a 30-day notice. George Jackson of Stowe Nordic has indicated he is agreeable to this change.

Town Plan & Policy Impact: N/A

Fiscal & HR Impact: N/A

Recommendation: Move to approve the agreement renewal with Stowe Nordic to groom the Mayo Farm and Rec Path.

COOPERATIVE AGREEMENT

between the
TOWN OF STOWE
 and the
STOWE NORDIC, INC.

THIS AGREEMENT is made and entered into this ~~14th~~ day of ~~December~~, 202~~60~~⁶⁹, by and between the Town of Stowe, hereafter known as the Town, and Stowe Nordic, Inc., a Vermont corporation.

WHEREAS: Stowe Nordic is a non-profit organization founded for and dedicated to the promotion, enhancement and expansion of cross-country skiing in the Stowe area;

WHEREAS: The Town recognizes cross-country skiing as an important recreational activity and supports the development of cross-country ski trails on town-owned land where consistent with long-range management plans and capabilities of the natural resources;

WHEREAS: The Town and Stowe Nordic consider it mutually advantageous to cooperate in the development and maintenance of, and the enforcement of, reasonable rules related to the use of cross-country ski trails on certain Town-owned lands;

WHEREAS: The Town is willing to allow Stowe Nordic to mark and groom trails suitable for cross-country skiing (by all ability levels) on certain Town-owned lands known as Mayo Farm, and the Stowe Recreation Path (hereafter known as Rec Path) on the terms and conditions set forth below;

WHEREAS: Stowe Nordic is willing to take responsibility for the marking and grooming of cross-country ski trails on Town-owned lands at Mayo Farm and the Rec Path on the terms and conditions set forth below;

NOW THEREFORE:

THE TOWN HEREBY AGREES TO:

1. Lease its snowmobile to Stowe Nordic for use by Stowe Nordic during the winter season ~~of 2020-2021 and for the following four winter seasons~~ to set and maintain cross-country ski trails suitable for all ability levels on Mayo Farm and along the Rec Path.
2. Designate an appropriate Town official to be a central point of contact with Stowe Nordic in relation to this Agreement and the fulfillment thereof by Stowe Nordic.
3. Provide Stowe Nordic with copies of or access to existing management plans, conservation restrictions and permits in the Town's possession related to allowed recreational activities on Mayo Farm and the Rec Path to enable Stowe Nordic to ensure that its activities are in compliance with the requirements and conditions in those documents.

STOWE NORDIC HEREBY AGREES TO:

1. Lease the snowmobile from the Town on the terms and conditions herein set forth; to service, maintain, store and repair the snowmobile as necessary and as appropriate to keep the same in good working order throughout the duration of this agreement, normal wear and tear excepted.

2. Train those of its members who: (i) are over 18 years of age; (ii) have a valid Vermont driver's license which is not at any time during the Winter Season under suspension; (iii) do not have any record of criminal behavior in the safe and proper operation, maintenance and use of the Equipment. Any member who, during the Winter Season, is determined by the Town to have been operating or using the Equipment in an unauthorized or unsafe manner, or whose license to operate motor vehicles is suspended or otherwise revoked shall be prohibited from operating, using or riding on the Equipment.

3. Groom and maintain trails for cross-country skiing of all ability levels on Mayo Farm and the Rec Path using the snowmobile. **Any specific proposal to groom trails on Mayo Farm will require further approval from the Town.**

4. Promote appropriate use of cross-country ski trails, including cooperating with the Town to develop a method to monitor use of and activity on the cross-country ski trails, and to actually monitor such use and activity.

5. Work cooperatively with the Town to develop a trail signage system for installation at approved trailheads to minimize inappropriate use and to indicate trail closures.

6. Obtain and maintain in full force and effect throughout the term of this Agreement general liability insurance coverage of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate from an insurer (or insurers) licensed and approved to sell general liability insurance in Vermont. The Town shall be identified on all such policies as an additional named insured. At the commencement of this Agreement, provide the Town with a certificate confirming that the required insurance coverage has been obtained.

IT IS MUTUALLY AGREED THAT:

1. The Town and Stowe Nordic will work cooperatively in providing and maintaining, through environmentally sound action, a safe, functional, attractive and user-friendly trail system.

2. The Town's consent to having Stowe Nordic perform trail establishment or grooming work on the Town's property under the terms of this agreement is not intended to and shall not be construed to cause the members, officials, officers, employees, volunteers of or other persons assisting Stowe Nordic to be or become employees of the Town or entitle any of those persons to claim any right or entitlement to the benefits provided by the Town to its employees. Stowe Nordic and its members, officials, officers, employees, and volunteers are each independent contractors using its/their own knowledge, skill, experience, and judgment to provide the services contemplated in this Agreement.

3. Any improvements constructed under the terms of this Agreement on Town property will be the property of the Town.

4. Nothing in this Agreement shall be construed as obligating the Town to provide funding to Stowe Nordic.

5. The Town shall have the right to close, temporarily or for the season, any and all cross-country ski trails on Town land at its discretion.

6. The Town and Stowe Nordic will give adequate and appropriate recognition to each other in publications or new releases regarding cross-country ski trails on Town land.

7. Stowe Nordic, by the signature of its officers, does hereby agree to defend, indemnify and hold the Town harmless from any and all claims, actions, causes of actions, fines, penalties or damages caused by the acts, omissions, or negligence of Stowe Nordic, its members, officials, officers, employees and volunteers in connection with its work on the trails under this Agreement.

8. All persons performing trail maintenance and related activities contemplated by this agreement for or on behalf of Stowe Nordic shall be under the direction and control of Stowe Nordic, and not the Town.

9. This agreement does not grant exclusive rights and privileges to Stowe Nordic, and the trails shall be available for all cross-country skiers and other compatible trail users.

10. This agreement will ~~expire on October 31, 2025~~ commence on July 1, 2026, and is subject to automatic renewal on an annual basis on July 1 of each year. It may be terminated by either party by giving thirty (30) days written notice to the other party, or ~~sooner~~ less than thirty (30) days by mutual written agreement.

11. Periodic contact beyond required communication between the Town and Stowe Nordic is encouraged.

12. In the event the Town intends to grant access to other user groups for organized events, activities or other uses of cross-country ski trails maintained by Stowe Nordic, the Town will notify Stowe Nordic.

The parties hereto have executed this agreement.

Stowe Nordic, Inc.

Town of Stowe

By: _____

By: _____

George Jackman, President, Stowe Nordic, Inc.

Charles Safford, Town Manager