

Hogback Mountain Conservation Area
Marlboro, Vermont

Do You Need a Permit?

If you would like to hold an activity, event or project at the Hogback Mountain Conservation Area and it is expected to include one or more of the following conditions, a permit will be required. Such permits, known as Facility Use Agreements (FUA), are issued by the town. An application for an FUA must be submitted well in advance. FUA's are not automatically granted. Each application is considered on a case-by-case basis. For approval, an activity must be consistent with the purposes of the conservation easement, and any exemptions from prohibited uses that are requested must be carefully considered and all potentially negative impacts mitigated. The characteristics triggering the need for an FUA application include **any one or more** of the following:

1. Size is expected to include more than 20 participants.
2. Desired activities include things that are normally prohibited in the Conservation Area, including:
 - a. overnight camping
 - b. fires of any kind
 - c. paint-ball or similar games
 - d. target shooting, by firearm, bow and arrow, or other weapon
 - e. use of metal detectors
 - f. use of drones
 - g. use of wildlife cameras or other unattended motion-activated cameras
 - h. use of motorized vehicles – including but not limited to:
 - i. cars, trucks, and motorcycles
 - ii. ATV's, UTV's, dirt bikes and other vehicles designed for off-road use
 - iii. class 2 and class 3 ebikes
 - i. unauthorized cutting or removal of wood, living or dead, of any size
 - j. foraging or removal of plants or plant material
3. A participant fee is required.
4. Alcohol will be available.
5. Participants will spend a significant amount of time off-trail.
6. Activities will last more than 3-4 hours or are repeated several days (in which litter and human waste are likely to be problems).
7. Installation of equipment or construction of a temporary structure(s) is requested.

The Permit Application Process:

1. Contact the Hogback Mountain Conservation Association at hmca@hogbackvt.org with a description of your event. HMCA will work with you to develop plans for dealing with any unusual aspects of your event.
 - a. If the HMCA feels the activity can be conducted without negatively impacting the purposes of the Conservation Area, they will advise the requestor on how to fill out the form and describe the activity, and HMCA will forward the application to the HPC with a recommendation that the permit be granted.
 - b. If HMCA determines that the event isn't consistent with the purposes of the conservation area, or that any negative impacts can't be adequately mitigated, you may still pursue a permit by asking the HMCA to forward the application to the HPC, but HMCA will also submit their recommendation that the permit not be granted.

2. The HPC will review the application.
 - a. If HMCA recommended that the permit be granted and HPC agrees, HPC will forward the application, the HMCA recommendation and their own endorsement to the Select Board.
 - b. If HMCA recommended that the permit not be granted and HPC agrees, the applicant may request that the application be forwarded to the Select Board, but HPC will also submit HMCA's and their own recommendation against issuing the permit.
 - c. In the event that there is disagreement between the HMCA and HPC on whether the permit should be issued, an HPC Special Meeting will be called to further discuss the application. Both HMCA and the applicant will be invited to participate. As a result of the Special Meeting, if the applicant wishes to continue to pursue the permit process, the application, the HMCA recommendation and the results of any HPC vote taken at the meeting will be forwarded to the Select Board.
3. After receipt of the permit application and recommendations, the Select Board has 30 days to decide.

TOWN of MARLBORO, VERMONT

~ FACILITY USE AGREEMENT: HOGBACK MOUNTAIN CONSERVATION AREA ~

Hogback Mountain Conservation Area is owned by the Town which is responsible for authorizing its use for the following designated purposes: recreational, community entertainment, educational, agricultural, forestry, or research activities. These designated activities cannot interfere with use by the general public. The Select Board is the body that authorizes Facility Use Agreements (permits) on behalf of the Town, but all applications for permits in the conservation area must first be reviewed by both the Hogback Mountain Conservation Association (HMCA) and the Hogback Preservation Commission (HPC). HMCA/HPC will forward applications to the Select Board after their review. After receipt, the Select Board will issue a decision within 30 days.

This Use Agreement is dated _____ by and between the Town of Marlboro (the Town), and _____ the user group and guests (the “Renter”). In consideration of the mutual covenants and conditions herein, the parties agree as follows:

1. FACILITY. Renter will use the Conservation Area for the following EVENT :

2. DATE and TERM. The date of the Event will be _____, from _____ (a.m./p.m.) until _____ (a.m./p.m.). If the Event includes multiple, contiguous or separate days, indicate all additional dates and times here:

3. OBLIGATIONS OF RENTER. The Renter must complete the accompanying Supplemental Facility Use Agreement Form with the Conservation Area map on one side and Conservation Area questions and use considerations included on the other. At the end of the rental term, Renter will return the Conservation Area Facility in a neat, orderly and clean condition with the removal of all trash and litter, including human waste. Renter will be responsible for, and liable to, the Town for all repairs to the Conservation Area Facility required as a result of damage caused by Renter and Renter’s guests.
4. OCCUPANCY. Occupancy is limited to 250 people.
5. SMOKING and FIRES. Smoking and fires are prohibited within the Conservation Area without special permission.
6. INSURANCE. Renter will procure and maintain at its sole cost and expense, comprehensive general liability insurance in which the Town of Marlboro is an additional insured with combined single limit coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate. Renter will furnish the Town with a certificate of insurance prior to the Event. This requirement is limited to all non-town sponsored events.
7. ALCOHOL. If alcohol will be furnished, served or consumed at the Event, Renter agrees to the following additional terms:
 - A. If Renter will furnish or serve alcohol at the Event renter must do so through a professionally licensed and insured caterer or third party. The contract with the caterer or other licensed third party will note that such party shall procure and maintain at its sole cost and

expense comprehensive general liability insurance with combined single limit coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate, and liquor liability coverage insured with combined single limit coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate. Town and Renter shall both be named as additional insureds. Renter will furnish the Town with a certificate of such insurance prior to the Event.

B. Host liquor liability coverage may be substituted when alcohol is consumed and not sold at the Facility with the prior written approval of the Town. The Town shall be named as an additional insured on the host liquor liability insurance.

C. Renter and/or Renter's guests shall not provide alcohol to persons under the age of 21 or to persons who are already intoxicated or are apparently intoxicated. Renter and/or Renter's guests shall require proof of age of all persons prior to serving them with alcohol.

D. Renter acknowledges that the Town does not condone the irresponsible use of alcoholic beverages. It shall be Renter's sole responsibility to monitor the use of alcoholic beverages by Renter's guests.

8. INDEMNIFICATION AND HOLD-HARMLESS. Renter agrees to indemnify and hold the Town, its officers, agents, and employees harmless from any loss or liability which may result from claims of injury to persons or property from any cause arising out of or during the use and occupancy of the Facility by Renter and Renter's guests, agents, or employees.
9. ASSIGNMENT. This Use Agreement is not assignable to any other person or entity.
10. CANCELLATION. The town shall be notified of cancellation at the soonest possible date.
11. RIGHT OF ENTRY AND TERMINATION. The Town, its officers, agents, and employees shall have the right to enter the Facility at all times during the Event to confirm Renter's conformance to this Agreement. If the Town determines, in its sole judgment, that Renter has breached a term of this Agreement, the Town shall have the right to immediately terminate this Rental Agreement prior to the expiration of its term and prior to the conclusion of the Event without any refund to Renter.
12. CONFORMANCE WITH THE LAW. Renter agrees that Renter will abide by and conduct its affairs in accordance with the Town of Marlboro Facility Use Policy and all laws, rules, regulations, and ordinances, including those relating to alcohol consumption and noise. Renter shall not engage in or allow any illegal activity to occur at the Facility.

The parties have executed this Agreement at Marlboro, Vermont this ____ day of _____, 20____

TOWN OF MARLBORO

RENTER

By _____
(duly authorized agent)

(name of applicant for Event)

Address: _____

Town _____ State _____ Zip _____

email _____

Organization contact info: _____

HMCA SUPPLEMENTAL FACILITY USE AGREEMENT FORM AND MAP

Your Event's name: _____

Your Event's date(s): _____

Your Name, phone number(s) and e-mail: _____

Hogback Mountain Conservation Area Events Requiring a Facility Use Agreement:

- Events expected to include more than 20 participants;
- Events with activities not normally permitted in the Conservation Area, e.g., camping, fires, cutting vegetation
- Events where a participant fee is required;
- Events where alcohol is available;
- Events with activities where participants spend a significant amount of time off trail;
- Events lasting >3-4 hrs or repeated several days (in which litter and human waste are likely to be problems);
- Events for which use of motorized vehicles is requested, e.g., ATVs, UTVs snowmobiles, etc.
- Events requiring installation of equipment or construction of temporary structures;

Describe your Event by responding to all of the following questions:

1) Which of the above reasons for a Facility Use Agreement apply to your Event? List all that apply.

Indicate with a check mark the type(s) of designated, allowable purposes that characterize your Event.

Recreational Educational Community entertainment
 Forestry Agricultural Research

Note that activities must not interfere with the general public's use of the conservation area.

2) If you are applying for one or more groups or organizations, please name them:

3) In addition to your group(s) & its guests, will the public be invited to your Event? Yes No

4) How many participants do you anticipate attending? _____

5) How many vehicles do you anticipate participants will be arriving in? _____

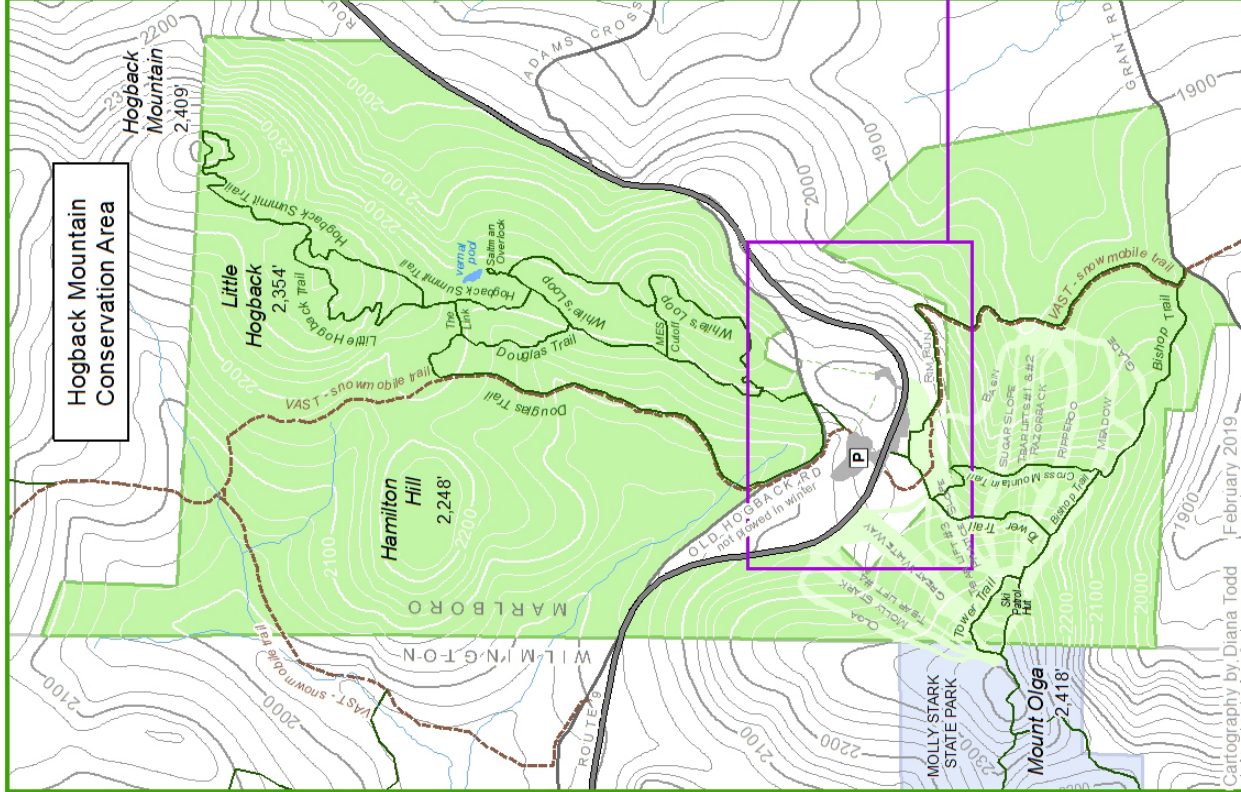
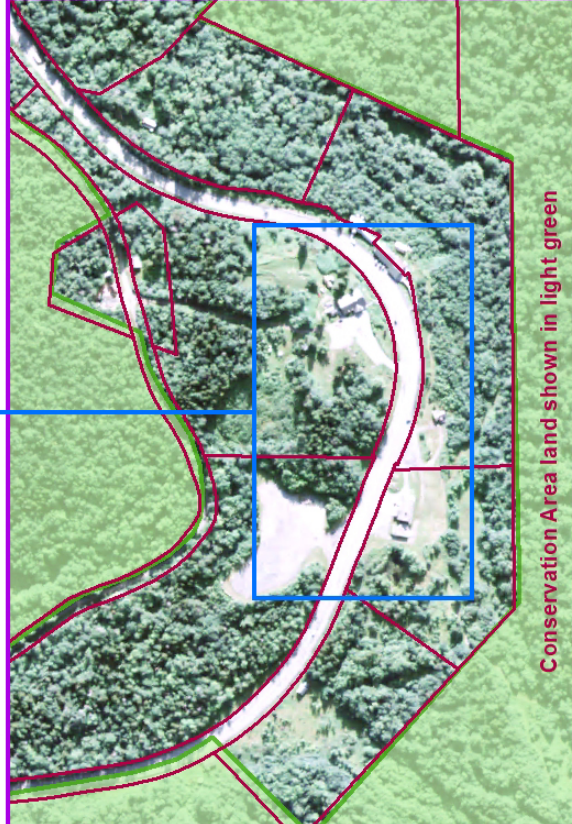
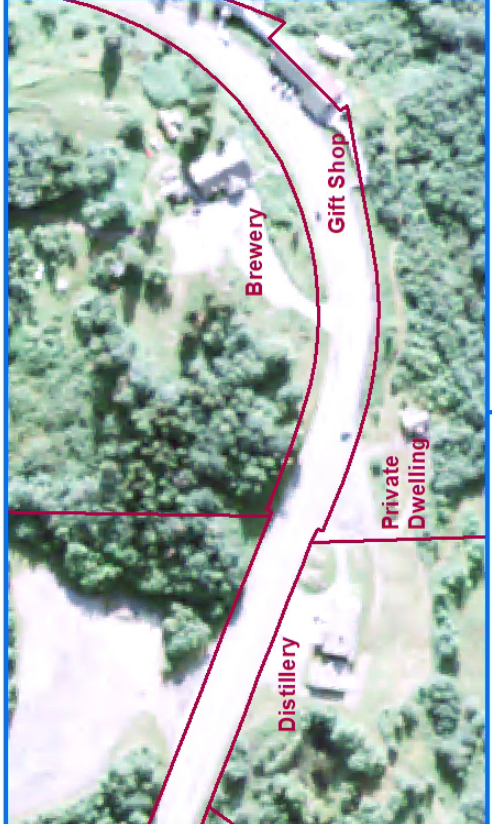
6) Briefly indicate the purpose of your Event: _____

7) Briefly describe your Event's activities: _____

8) If your Event extends beyond 3-4 hours, describe your plan for managing litter, including human waste.

Using the maps on the other side of the page, please indicate where your Event's activities will occur.

Indicate (by sketching or shading) where your event will take place. NOTE: most of the land adjacent to Route 9 is NOT part of the Conservation Area. If you wish to use any of those areas, you will need to ask permission from the land owner. The Town Clerk can give you the appropriate contact information. Also note that the fire tower on Mount Olga is in Molly Stark State Park, not the Conservation Area.



Cartography by Diana Todd February 2019