

Special Use Permit

Races, competitive events, fundraising events, research projects, trail monitoring projects, emergency services training events, and other special event group activities tend to interrupt the normal use of the Vermont State Rail Trails and/or cause significant adverse effects to the natural, cultural, and experiential resources. To prevent those interruptions and adverse effects, permitting of such events is at the sole discretion of the Vermont Agency of Transportation (VTrans). That being said, the Vermont State Rail Trails can be an appropriate place for a variety of events. All events need to obtain a Special Use Permit (SUP), an agreement between the applicant and VTrans. An event will require a permit if it meets any one of these conditions:

- The event is publicized ahead of time.
- Participants are charged a fee, or the event is a fundraiser.
- The event makes any temporary alterations to the trail.
- The event may conflict with or obstruct other users.
- The event size exceeds 15 people.
- The event includes research activities and/or demonstration projects.

The SUP **does not** cover any activities outside of the state right-of-way (ROW). The ROW typically covers 30 feet to each side of the trail centerline. Specific ROW details can be found on the [VTrans Rail Valuation Sheets](#) online. Any needs for parking, event space, traffic control at state and/or local road crossings, etc. need to be permitted by the appropriate authority. The applicant is required to provide evidence of all other relevant permits and/or permissions as part of the SUP application. These must be received prior to the SUP effective date.

There is an insurance requirement for any event/use. The applicant is required to provide evidence of compliance with the minimum insurance requirements listed in [Attachment A](#), shown by completion of insurance showing policies and carriers acceptable to the State. These must be received prior to the SUP effective date.

No motorized vehicles with the exception of snowmobiles during the designated season are allowed on State Rail Trails. Additional terms and conditions can be found in [Attachment B](#).

Applying for a Special Use Permit

The process of getting permission to use a Vermont State Rail Trail for an event begins with filling out the application for a Special Use Permit (SUP), reviewing insurance requirements ([Attachment A](#)), providing a Certificate of Insurance (COI), and providing evidence of any additional required

permits and/or permissions. The [Rail Trails Program Manager](#) can assist you with any questions. Be sure to follow all instructions and complete the entire application. Incomplete applications will be returned unprocessed.

Applications should be received no later than 30 days before your use is proposed to begin to be given optimal consideration for your request. Applications received within the 30-day period will be processed on a first-come, first-served basis, and it cannot be guaranteed that you will receive a permit.

If the application is approved, the applicant will receive a copy of the completed SUP for their review and signature (see [Attachment B](#)). To streamline the signature process, VTrans is using DocuSign for SUPs, if your permit application is approved the process will be as follows:

- You will receive an email from VTrans via DocuSign.
- The email will contain a link to the permit.
- To sign and fill out the fields in the signature box click on the yellow icons on the permit signature pages.
- Follow the prompts: Adopt & Sign > Finish to complete the eSignature process.

Once the applicant has received a copy of the executed agreement, they are required to notify all impacted Towns via an email to the Town Clerk with a copy of the executed agreement, copying the VTrans Rail Trails Program Manager. Additionally, once the event is complete, the applicant is required to notify the VTrans Rail Trails Program Manager to initiate a final inspection of the impacted trail segment.

Special Use Permit Application Form

Applicant Information.

Primary Applicant Municipality:	
Organization (if applicable):	
Event Title:	
Mailing Address:	
Telephone:	Email:

Event Details

Event Name:	
Event Location(s): (Rail Trail Name, Town(s), Milepost(s)):	
Event Start Date:	Event End Date:
Event Start Time:	Event End Time:
<p>Event Notice: <i>How and when will impacted communities and trail users be notified of the event? Describe event notification details (e.g. event signage to be placed on trail notifying users during the event, notification of local municipalities, use of social media or other methods such as Front Porch Forum). Note that all successful applicants are required to notify all impacted Towns via an email to the Town Clerks via with a copy of the executed SUP, copying the VTrans Rail Trails Program Manager.</i></p>	
<p>Event Activities: <i>Describe all anticipated activities (e.g. race, music performance, eating and drinking, gathering crowds, field research, trail monitoring etc.) and participants (volunteers, professionals, non-professionals, students, third-parties, etc.) involved in your proposed event.</i></p>	
<p>Event Management:</p> <ul style="list-style-type: none"> <i>Describe the event set up and take down details (e.g. timeline, volunteers/staff utilized; where trail will be accessed; what materials, facilities and/or equipment will be utilized such as signage, bathrooms, parking, ramps, infrastructure, trail counters, etc.; event cleanup process and point of contact).</i> <i>Events may require a final inspection by VTrans Rail Program staff to ensure the land being used is maintained and left in a condition satisfactory to the state, including, but not limited to the removal of trash. Please indicate your desired date and time for final inspection by VTrans staff.</i> 	
<ul style="list-style-type: none"> <i>Will the event cross any local or state roads? If so, which ones? What is the posted speed limited at each crossing? Detail your traffic control plan for each crossing.</i> 	
<ul style="list-style-type: none"> <i>Use of the State Rail Trail System may not unreasonably exclude, eliminate, degrade, or conflict with other established and accepted public uses of the trail. In rare instances, a trail detour may be necessary to ensure the safety of all users. The determination for a trail detour may be considered at the request of</i> 	

an applicant. The Rail Trail Program Manager will review the proposed event details and detour route and reserves the right to make the final determination.

- Will a trail closure be necessary?
- If not, how will the event safely manage all trail users?
- If so, identify the proposed detour route and notification system.

Event Participants Volume: An event will require a SUP if the event size exceeds more than 15 participants. Larger events have a greater impact on trail users and the trail itself and may not be appropriate to a State Rail Trail. Such determination is at the discretion of the VTrans Rail Trail Program Manager.

- Please list the estimated number of event participants.

Event Partners: If applicable, please list other engaged partners such as the regional planning commission, local planning commission, conservation commission, other community-based organizations, neighborhood associations, local businesses, elected officials, local health department/hospital, local transit providers, etc.

Will items be sold during the event? If so, list of items that will be sold.

Will a fee be charged to participated in the event? If so, provide a fee explanation.

If event photography and/or videography is taken, is the applicant willing to grant the State of Vermont license to use and publish submitted images in any and all manners of communications and media?

- Yes
- No

Application Checklist

A complete SUP application package shall include the following documents and attachments emailed to the State Rail Trail Program Manager, Jackie Cassino (Jackie.cassino@vermont.gov):

- Completed Special Use Permit Application
- Certificate of Insurance (COI) (must meet minimums outlined in [Attachment A](#))
- Other applicable permits and/or permissions necessary (e.g. S.1111 State Highway and ROW Work Permit Application, local road access agreement, etc.).
- [OPTIONAL] Other relevant attachments (e.g. photographs, site plans, etc.) the applicant deems necessary to supplement the application.

Attachment A: Insurance Requirements

The PERMITTEE shall purchase and maintain with companies acceptable to the STATE the following insurance coverage:

LIABILITY: The PERMITTEE are in an independent capacity and not officers, employees, agents or servants of the STATE. The PERMITTEE shall defend the STATE against all claims or suits arising in whole or in part from any act or omission of the PERMITTEE or any agent or servants of the PERMITTEE. The STATE shall notify the PERMITTEE in the event of such claim or suit, and the PERMITTEE shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

The PERMITTEE shall indemnify STATE, its officers and employees, agents and servants in the event that STATE, its officers or employees, become legally obligated to pay any damages or losses arising from any act or omission of the PERMITTEE.

Workers Compensation: With respect to all operations performed, PERMITTEE shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the Permit, PERMITTEE shall carry general liability insurance having all major divisions of coverage including, but not limited to:

- Premises – Operations
- Products and Completed Operations
- Personal Injury Liability
- Contractual Liability
- Liquor Liability
- Environmental Damage

The policy shall be an occurrence form and limits shall not be less than the following:

- \$1,000,000 Per Occurrence
- \$2,000,000 General Aggregate
- \$1,000,000 Product/Completed Operations Aggregate
- \$ 50,000 Fire Legal Liability

PERMITTEE shall name the STATE OF VERMONT AGENCY OF TRANSPORTATION as additional insureds for liability arising out of this Permit.

Automobile Liability: PERMITTEE shall carry automobile liability covering all motor vehicles, including hired and non-owned coverage used in connection with this Permit. Limits of coverage shall not be less than \$1,000,000 Combined Single Limit.

Evidence of compliance with these minimums, shown by completion of insurance showing policies and carriers reasonably acceptable to the STATE, must be received prior to the Permit effective date. STATE requires confirmation in writing from any carrier that it will provide immediate notice of any cancellation or revision to the described policies.

Attachment B: Special Use Permit Template

VERMONT AGENCY OF TRANSPORTATION

[RAIL TRAIL NAME] RAIL TRAIL SPECIAL USE PERMIT

In consideration of the mutual undertakings herein, and adherence by the PERMITTEE to the following terms and conditions set forth herein and in substantial conformance with the submitted application materials, the Vermont Agency of Transportation, hereinafter called the STATE, issues [ORGANIZATION NAME, CONTACT (AFFILIATION/POSITION), MAILING ADDRESS, PHONE NUMBER] hereinafter called PERMITTEE, the right to hold the [EVENT NAME] on the [rail trail name] RAIL TRAIL, hereinafter called [RT], at [LOCATION] as described herein.

This permit is effective for [DATES] however; it may be terminated at any time for any reason upon thirty (30) days written notice by either the PERMITTEE, or the STATE.

Special Terms and Conditions

The land being used shall be maintained and left in a condition satisfactory to the STATE, including but not limited to removal of any trash or rubbish which shall appear within the area being used.

This permit shall not be exclusive, the STATE reserves the right to use, or permit others to use, any part of the permitted area, provided such use does not interfere with the privileges hereby authorized to PERMITTEE.

PERMITTEE and its insurance carrier shall defend, indemnify and save the STATE harmless for all damages legally recoverable against the STATE by any person or persons affiliated with the PERMITTEE who may use the area as part of these stipulations and in substantial conformance with the submitted application materials, and specifically saves the STATE free from any such claims.

PERMITTEE shall purchase and maintain with companies acceptable to the STATE the following insurance coverage.

LIABILITY: The PERMITTEE are in an independent capacity and not officers, employees, agents or servants of the STATE. The PERMITTEE shall defend the STATE against all claims or suits arising in whole or in part from any act or omission of the PERMITTEE or any agent or servants of the PERMITTEE. The STATE shall notify the PERMITTEE in the event of such claim or suit, and the PERMITTEE shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

The PERMITTEE shall indemnify STATE, its officers and employees, agents and servants in the event that STATE, its officers or employees, become legally obligated to pay any damages or losses arising from any act or omission of the PERMITTEE.

Workers Compensation: With respect to all operations performed, PERMITTEE shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the Permit, PERMITTEE shall carry general liability insurance having all major divisions of coverage including, but not limited to:

- Premises – Operations
- Products and Completed Operations
- Personal Injury Liability
- Contractual Liability
- Liquor Liability
- Environmental Damage

The policy shall be an occurrence form and limits shall not be less than the following:

\$1,000,000	Per Occurrence
\$2,000,000	General Aggregate
\$1,000,000	Product/Completed Operations Aggregate
\$ 50,000	Fire Legal Liability

PERMITTEE shall name the STATE OF VERMONT AGENCY OF TRANSPORTATION as additional insureds for liability arising out of this Permit.

Automobile Liability: PERMITTEE shall carry automobile liability covering all motor vehicles, including hired and non-owned coverage used in connection with this Permit. Limits of coverage shall not be less than \$1,000,000 Combined Single Limit.

Evidence of compliance with these minimums, shown by completion of insurance showing policies and carriers reasonably acceptable to the STATE, must be received prior to the Permit effective date. STATE requires confirmation in writing from any carrier that it will provide immediate notice of any cancellation or revision to the described policies.

PERMITTEE will ensure and be responsible to remove all equipment and personal property promptly upon termination of the Permit.

In the event of revocation or termination of this permit, STATE shall be under no obligation to refund the fee, if any, or any part hereof.

This Permit is made to the PERMITTEE, [NAME], and is not assignable without prior written consent from the STATE.

This Agreement may not be modified other than in a writing executed by all parties and stating its intent to modify or supersede this Agreement.

It is understood that this instrument is a SPECIAL USE PERMIT and is not to be construed as a lease, or create any other rights whatever. Any and all expenditures, or reliance on, or expectation of, continuity shall be entirely at the risk of aforesaid PERMITTEE and shall not give rise to any rights, remedies, or relief, the result of which give the said PERMITTEE any rights to have this permit continued beyond the thirty (30) day notice period as provided herein if and when given to PERMITTEE by the STATE.

STATE OF VERMONT, AGENCY OF
TRANSPORTATION, RAIL & AVIATION
BUREAU

Date

by: Duly Authorized Agent

I, the undersigned PERMITTEE, [ORGANIZATION, CONTACT] have READ, UNDERSTAND, and AGREE TO the above terms and conditions under which this Permit is issued.

[ORGANIZATION]

Date

[SIGNATURE]

by: its Duly Authorized Agent:

[CONTACT NAME]
Printed name of Duly Authorized Agent