

STATE OF VERMONT

Superior Court

Environmental Division
Docket No.

Natural Resources Board,
Petitioner

ASSURANCE OF DISCONTINUANCE

v.

Conservation Collaboratives, LLC,
Victory Hill Sector, Inc.,
John McGill
Laury Saligman
Respondents

ASSURANCE OF DISCONTINUANCE

Pursuant to the provisions of 10 V.S.A. § 8007, Conservation Collaboratives, LLC, Victory Hill Sector, Inc., John McGill, and Laury Saligman ("collectively "Respondents") and the Vermont Natural Resources Board ("Board") and hereby enter into this Assurance of Discontinuance ("Assurance"), and stipulate and agree as follows:

STATEMENT OF FACTS AND DESCRIPTION OF VIOLATION

1. Conservation Collaboratives, LLC ("Conservation Collaboratives") is the owner of certain real property consisting of approximately 1,169 acres of lands located in Victory, VT and described in two Quitclaim Deeds recorded in the Town of Victory Land Records at Book 22, Page 193 and Book 24, Page 344 (the Property). This Assurance of Discontinuance applies to the Property. The Property is identified by School Property Account Number (SPAN) 67221310154 .
2. Laury Saligman is the owner and managing member of Conservation Collaboratives, LLC.
3. John McGill is the husband of Laury Saligman and the acting director of Victory Hill Sector, Inc. DBA "Victory Hill Trail Club", a non-profit corporation that manages and maintains trails, primarily used for mountain biking, on the

Property.

4. The Property was purchased by Conservation Collaboratives, LLC in 2007, at which point it had been heavily logged and contained extensive logging roads and skid trails.
5. From 2009 through the present, Conservation Collaboratives, LLC matched USDA funds to build waterbars, plant vegetation, remediate eroded areas, and engage in practices to protect the Property.
6. In 2010, John McGill commenced the clearing of three miles of logging corridor (e.g. haul roads, skid trails) to be passable by mountain bikes for a one-day event.
7. Between 2011 and the present, a system of recreation trails on the Property that makes extensive use of existing logging corridors has been established, and constructed, with assistance from other trail organizations, and individual volunteers.
8. Trail development on the Property has been undertaken using a variety of paid and volunteer labor, include the following elements: (a) trails created or constructed on top of logging roads or logging skid trails (b) trails constructed across open land (c) trails constructed through wooded areas, with removal of vegetation where necessary, and earthwork to create and protect trail surface and grade reversals to reduce erosion (d) improvements including grade reversals, (e) trail features such as jumps which integrate naturally-occurring boulders with stone masonry, (f) several small wooden bridges, and (g) the revegetation of wider logging trails for erosion control and to make these trails narrower and thus more challenging.
9. Between 2013 and 2018, Conservation Collaboratives, LLC, John McGill, and Victory Hill Trails L3C paid for more than \$100,000 worth of professional trail-building and trail improvement on the Property. These additional trails and trail improvements were largely completed by a local professional trail building company, Ide Ride. The trail work was completed via manual labor and via mechanized equipment.
10. The primary recreational use of the recreational trails on the property is non-motorized mountain biking. Some of the mountain bike trails are known as

“singletrack”, where, as the name implies, a single track supports bike travel. Many of these are on former logging skid trails. The most popular expert trails are predominately former logging skid trails (“Phil’s Drop” and “Lower Middle Finger”).

11. The trails located on the Property are referred to herein as the “Victory Hill Trail System.”
12. Kingdom Trails Association (KTA), a party to this appeal, is a charitable non-profit conservation organization, overseen by a volunteer Board of Directors, working in partnership with private landowners, local businesses, government agencies and other non-profit organizations, to create and manage outdoor recreation opportunities and to preserve and protect trails. During all seasons of the year, KTA offers an extensive trail network for non-motorized, multi-use recreation activity.
13. In 2010, Conservation Collaboratives, LLC partnered with KTA to launch the “CircumBurke”, an annual running and bike “challenge” race event that uses recreation trails and town roads located around Burke and Umpire Mountains, on land owned by Conservation Collaboratives, LLC and others. The two organizations cooperated extensively to clear, maintain, protect and improve the Victory Hill trails, for the CircumBurke and other events.
14. The subject trail system, located on the Property does not directly connect to the greater KTA system. The Property is separated from the KTA system land by a tract of land that is owned by the State of Vermont, in the form of the Victory Basin Wildlife Management Area and the Victory State Forest.
15. In March 2017, Victory Hill Trails L3C was formed as Vermont Domestic Low Profit Limited Liability Company, with John McGill named as manager in filings with the Vermont Secretary of State. This entity was terminated in April 2020.
16. In January 2019, Victory Hill Sector, Inc. was formed as a Domestic Non-profit Corporation, with John McGill as the incorporator and founding executive director. At that time, the stated mission of this organization was “to coordinate outdoor recreation with the landowner’s forest management and conservation priorities”.

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17. Victory Hill Sector, Inc. (DBA Victory Hill Trail Club) fulfills the role previously filled by Victory Hill Trails L3C, namely the management, maintenance and repair of the Victory Hill Trail System.
18. Victory Hill Trails L3C began collecting trail fees from trail users for trail use on July 15th, 2018. Day “memberships” and season “memberships” were made available for purchase to the general public, via online booking, and via purchase at a property under separate ownership, owned by Carol Easter, located at 2428 Victory Hill Road, where a portable tent was erected, and t-shirt sales also took place.
19. Victory Hill Trails L3C and its successor Victory Hill Sector, Inc. did not always collect a trail fee from trail users. Prior to July 2018, trail fees were not mandatory; donations from trail users were collected into an unstaffed box. Bikers were asked to sign a Victory Hill Trails liability waiver but not required to pay a trail fee.
20. During part of 2018, Victory Hill Trails L3C collected trail user “membership” fees (\$15/ day or \$75/ season), to offset trail maintenance costs and, trail building costs, EMT and porta-potty costs during special events, and contractor costs, and to pay for future trail building. These fees were modeled after those collected by KTA. In 2018, estimated gross income from ticket sales was \$15,000, and estimated gross income from events was \$16,500.
21. In 2018, the estimated costs of trail building, event organization, equipment repairs, supplies and general maintenance was \$37,000.
22. The activities taking place on the Property have included camping, for a fee, at primitive campsites where the only improvements consist of a ring of stones to designate a place to have a campfire. In 2018, Victory Hill Trails L3C began collecting fees online and on site for the use of its 3 primitive campsites; the estimated gross receipts from rentals of primitive campsites was \$500 in 2018. The campsites have been advertised via social media, via a Victory Hill Trail website, and via Hip Camp, a camping reservation platform.
23. The Property has been used to host special recreation trail events, or races. A majority of these special race events originate and have a base of operations located on land not owned by Conservation Collaboratives, LLC, involve trail users traveling through and across the trails on the Property, and involve

activities such as aid stations (e.g. food, supplies, medical care) temporarily staged on the Property during the event. Some of the special events included parking, registration tables and tents, portable toilets, etc. temporarily staged on the Property.

24. The special events on the Property included: the annual CircumBurke for which Conservation Collaboratives, LLC partnered with KTA to organize and host the event (voted Best Bicycle Race in Vermont" by Vermont Sports readers 2014, 2015 and 2016), the Eastern States Cup Enduro event, hosted by Conservation Collaboratives, LLC which brought 200 racers and their entourages to Victory; a 2018 cross country event called the VT3 Stage Race, organized by the Craftsbury Outdoor Center; and the Enduro World Series Continental Series (CLIF ENDURO EAST), held at Burke Mountain and at the Property.
25. Events on the Property have generated income for Victory Hill Trails L3C, the landowner, and for KTA. All of the income to Victory Hill Trails L3C and Conservation Collaboratives, LLC was used to pay for trail maintenance. The CircumBurke event, co-organized by Conservation Collaboratives, LLC and KTA (and in 2018 with Victory Hill Trails L3C), took place between 2009 and 2018. In 2018, gross income to Victory Hill Trails L3C, from special events, was \$16,500.
26. Respondents represent that between 2011 and 2018, 300 to 1,000 bikers and hikers visited the trails on the Property, annually. Between 2019 and 2021, the trail system was closed to public biking, in response to the issuance of JO #7-286 by the District 7 Environmental Coordinator, and later as a result of the COVID Pandemic
27. In 2018, Victory Hill Trails L3C, received \$14,982.00 in trail fees and merchandise sales.
28. After collecting trail "membership" fees for four months, Victory Hill Trails L3C stopped collecting trail fees on November 15th, 2018.
29. Conservation Collaboratives, LLC has provided an inventory of current trail "assets" located on the Property, including 15 miles of singletrack mountain bike trail. See attached Map and Inventory.

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30. There are also emergency access points on the Property, all located along logging roads.
31. The Property contains one recreational trail above 2500' elevation, "Umpire Mountain Hiking Trail", as well as several forestry trails.
32. Victory Hill Trails L3C and Victory Hill Sector, Inc. have not kept a comprehensive inventory of work roads, trails or trail widths on the Property.
33. Victory Hill Sector, Inc estimates that 20 miles of recreational trails involving slightly less than ten acres of land and associated improvements are present on the Property.
34. Following receipt of jurisdictional opinion (JO) #7-286 from the District 7 Environmental Coordinator, concluding that the trails and associated improvements on the Property are for a commercial purpose and require an Act 250 permit, special events are no longer held on the Property and memberships are no longer sold.
35. On or around November 2018, Victory Hill Trails L3C applied for the Victory Hill Trail System to become part of the Vermont Trails System.
36. The Victory Hill Trail System was accepted into the Vermont Trails System established pursuant to 10 V.S.A. Ch. 20, on August 23, 2019.
37. At the residence of Carol Easter, trail users are now required to sign waivers for use of the trails on the Property, donations for trail usage are accepted but not required, and merchandise including t-shirts that was previously available for purchase is now given out upon receipt of a donation.
38. At various points on the trails, there are signs with QR codes and instructions on how to donate for trail maintenance costs and legal fees associated with this matter.
39. The Board alleges that the above conduct is in violation of 10 V.S.A. Chapter 151, specifically, commencement of development without a Land Use Permit pursuant to 10 V.S.A. § 6081(a).
40. Respondent admits the factual findings described above, solely for purposes of resolving this case, but does not agree that the findings amount to a violation.

41. The parties now resolve the above claims and agree that this settlement will avoid the costs and uncertainties of litigation, is a just resolution of the disputed claims and is in the public interest.

AGREEMENT

Based on the aforementioned Statement of Facts and Description of Violations, the parties hereby agree as follows:

- A. Respondents have permanently closed all of trails on the Property above 2,500 feet by blocking the trail and posting signs. Respondents shall not remove the blockage or signs and will not maintain any recreational trails on the Property that are located above 2,500 feet.
- B. As soon as practicable and no later than six (6) months after the issuance of any court order approving the AOD, Respondents shall post signs at all trail heads on the Property forbidding the unauthorized blazing of any trails.
- C. Respondents will diligently pursue a conservation easement that protects at least 75% of the Property from future development in perpetuity, under similar terms and conditions as the easement held by the USDA on the balance of the property with the goal of putting the easement in place by the end of calendar year 2026. A copy of any such easement will be filed with the Natural Resources Board at NRB.Legal@vermont.gov. As soon as practicable and no later than six (6) months after the issuance of any court order approving the AOD, Respondents will modify the Victory Hill Trail System to match the map provided as Exhibit A to the AOD, which map reflects no more than 10 acres of direct and indirect impacts on the Property from recreational trails and land incident to their use.
- D. As soon as practicable and no later than six (6) months after the issuance of any court order approving the AOD, any existing trails or logging roads (including skid trails) on the Property not shown on the map provided as Exhibit A will be closed to the public. Respondents will take all reasonable measures to close these trails, such as issuing updated maps, posting signs and/or other measures reasonably calculated to communicate to Victory Hill Trail System users that these trails and logging roads (including skid trails) are closed.

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- E. So long as trails on the Property are open to the public, the recreational trails existing on the Property will remain part of the Vermont Trails System established pursuant to 10 V.S.A. Ch. 20. Respondents will comply with any obligations required to maintain the Property's status as a Vermont Trail System member, as they are from time to amended, such as providing the Agency of Natural Resources with updated maps and information on the trails and submitting an updated application at least every five years, as applicable.
- F. Provided that Respondents ensure that the recreational trails on the Property, along with any area directly or indirectly impacted by the construction, operation or maintenance of the trail corridor, remain at or below 10 acres of impact, no Act 250 permit shall be required for the construction or use of trails and associated improvements on the Property. If at any time the impacts from the Victory Hill Trail System and any involved land exceed 10 acres, an Act 250 permit may be required. See e.g. 10 V.S.A. §6001(3)(v), 10 V.S.A. § 6081(a).
- G. Respondents will maintain a regular inventory of the trails on the Property and land incidental to their use, including parking areas, roadways, and any accessory buildings. The inventory will include the length and average width of trails and other features and the acreage of impact. All existing trails have been assumed to have an average width of four feet. If Respondents remove any of these trails and replace them with new trails, they shall report the length and average width of any such new trails to the NRB. For purposes of measuring width, CC and VHT will take at least four representative measurements of width along a trail's entire length to calculate an average value.
- H. Respondents will continue to operate on a by-donation basis, and will not charge fees.
- I. Respondents will hold no more than 3 fund-raising races per year on the trails moving forward. All net proceeds from such races shall be used for trail maintenance.
- J. No later than **30 days** following the entry of this Assurance as an Order by the Superior Court, Environmental Division, the Respondents shall pay, by separate checks, the following:
 - 1. pursuant to 10 V.S.A. Ch. 201, a civil penalty in the amount of *three thousand*

(\$3,000.00) Dollars (U.S.), for the violations noted herein, by check made payable to the "State of Vermont." Respondents shall pay this penalty in six installments of \$500, with each installment due on October 1, beginning October 1, 2024.

2. the amount of Fifteen dollars and 00 cents **(\$15.00) Dollars (U.S.)**, for the purpose of paying the recording fee for the filing of a notice of this Assurance in the Town of Victory land records, by check made payable to the "Town of Victory, Vermont."
- K. Without formally admitting or denying wrongdoing or liability, Respondents agree to this settlement of the violation alleged above to resolve all outstanding disputes.
- L. Respondents agree that the violation alleged is deemed proved and established as a "prior violation" in any future state proceeding that requires consideration of any Respondent's past record of compliance, such as permit review proceedings and calculating civil penalties under Title 10, section 8010.
- M. All payments and documents required by this Assurance shall be sent to the following address unless otherwise noted:
- Natural Resources Board
10 Baldwin Street
Montpelier, Vermont 05633-3201
- N. Respondents are jointly and severally liable for all obligations under this Assurance.
- O. Respondents shall not deduct, nor attempt to deduct, any payment made to the State pursuant to this Assurance from Respondents' reported income for tax purposes or attempt to obtain any other tax benefit from such payment.
- P. Nothing in this Assurance shall be construed as having relieved, modified, waived or otherwise affected the Respondents' continuing obligation to comply with applicable state or local statutes, regulations or directives.

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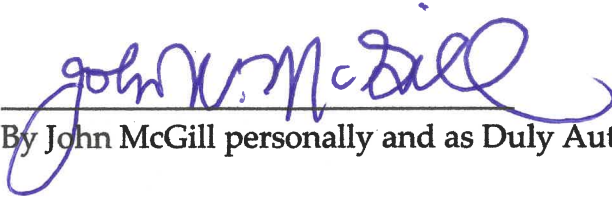
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- Q. This Assurance shall become effective only after it is signed by all parties and entered as an order of the Superior Court, Environmental Division. When so entered by the Superior Court, Environmental Division, this Assurance shall become a judicial order pursuant to 10 V.S.A. § 8007(c). In the event that such order is vacated, the Assurance shall be null and void.
- R. Pursuant to 10 V.S.A. § 8007(d), the Respondents shall not be liable for additional civil or criminal penalties with respect to the specific facts set forth herein, provided that the Respondents fully comply with this Assurance.
- S. The Board reserves the right to make reasonable extensions of any deadline contained herein, upon prior request by the Respondents, for good cause beyond any Respondent's control.
- T. This Assurance sets forth the complete agreement of the parties, and except as provided herein, may be altered, amended, or otherwise modified only by subsequent written agreements signed by the parties hereto or their legal representatives and incorporated in an order issued by the Superior Court, Environmental Division.
- U. Alleged representations not set forth in this Assurance, whether written or oral, shall not be binding upon any party hereto, and such alleged representations shall have no legal force or effect.
- V. When this Assurance is entered as a judicial order, violation of any provision of this Assurance shall be deemed to be a violation of a judicial order and may result in further enforcement action, including contempt proceedings, the imposition of injunctive relief, and/or the imposition of penalties, including penalties under 10 V.S.A. chapters 201 and/or 211.
- W. This Assurance is subject to the provisions of 10 V.S.A. §§ 8007 and 8020.

The provisions set forth in this Assurance of Discontinuance are hereby agreed to and accepted.

Dated at Montpelier, Vermont, this 28th day of August, 2024.

RESPONDENTS VICTORY HILL SECTOR, INC. and JOHN MCGILL



By John McGill personally and as Duly Authorized Agent of Victory Hill Sector, Inc.

STATE OF VERMONT
COUNTY OF Washington, ss.

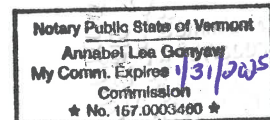
BE IT REMEMBERED that on the 28th day of August, 2024, personally appeared JOHN MCGILL, individually and as the duly authorized agent of VICTORY HILL SECTOR, INC., signer and sealer of the foregoing instrument who is known to me or who satisfactorily established his identity to me and acknowledged the same to be his free act and deed and the free act and deed of VICTORY HILL SECTOR, INC., and that he has the authority to contract on behalf of VICTORY HILL SECTOR, INC., and that he has been duly authorized to enter into the foregoing Assurance on behalf of that entity.

Before me,



Notary Public

My Commission Expires:



SIGNATURES

The provisions set forth in this Assurance of Discontinuance are hereby agreed to and accepted.

Dated at Montpelier, Vermont, this 28th day of August, 2024.

RESPONDENTS CONSERVATION COLLABORATIVES, LLC and LAURY SALIGMAN

Laury Saligman
By Laury Saligman personally and as Duly Authorized Agent of Conservation Collaboratives, LLC

STATE OF VERMONT
COUNTY OF WASHINGTON, ss.

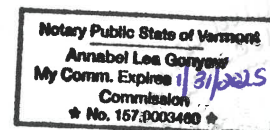
BE IT REMEMBERED that on the 28th day of August, 2024, personally appeared LAURY SALIGMAN, individually and as the duly authorized agent of CONSERVATION COLLABORATIVES, LLC, signer and sealer of the foregoing instrument who is known to me or who satisfactorily established her identity to me and acknowledged the same to be her free act and deed and the free act and deed of CONSERVATION COLLABORATIVES, LLC and that she has the authority to contract on behalf of CONSERVATION COLLABORATIVES, LLC and that she has been duly authorized to enter into the foregoing Assurance on behalf of that entity.

Before me,

[Signature]

Notary Public

My Commission Expires:



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The provisions set forth in this Assurance of Discontinuance are hereby agreed to and accepted.

Dated in Montpelier, Vermont, this _____ day of _____, 2024.

Natural Resources Board

By: _____
Sabina Haskell, Chair



VH TRAIL MILEAGE: SINGLETRACK BIKE TRAILS + CONNECTORS		
SINGLETRACK (Bike Trails)	LENGTH (M)	NOTES
ADHD	903	Home Forestry road
BUCKHUT	838	Home Forestry road
CLOUD 9	1250	
CLODHOPPER	2520	
LEIF'S	2850	
MIDDLE FINGER	2770	Home Forestry road
MCGILL'S THRILL (2011)	3130	Home Forestry road
SHAKEDOWN	1410	
SIDEKICK	504	
STAIRWAY TO HEAVEN	2170	Forestry Rd
MACATTACK	1877	
POUTINE	1880	Home Forestry road
LOOP	1500	
OLD LEIF'S	188	
PHIL'S	1280	Closed Rain Damage
Subtotal bike trails total distance	24472	Meters
Total bike trail mileage conversion	15.206	Miles
Bike Trail Acreage	738288595	
CONNECTORS (Work roads for logging & possible evad or bike)		
Upper Lift	759	Forestry Rd
Upper Bench Logging Road	218	Forestry Rd
MacAttack Work Road	284	Forestry Rd
Buckhut Workroad	310	Forestry Rd
Clodhopper Work Road	289	Forestry Rd
Umpire Mt. Hiking Trail	1800	rest Rd + Hike Trail
Cabin Route	980	Forestry Rd
MF Connector	100	Forestry Rd
Midline Rd.	318	Forestry Rd
Shakeup Route	410	Forestry Rd
Upper Buckhut Road	730	Forestry Trail
Access to Field Parking	210	Car Access
Lower Lift Logging Road	530	Forestry Rd
NorthLink Rd (East /West) Road	1118	Forestry Rd
Subtotal connector roads total dist	7858	Meters
Total Connectors mileage conversion	4.881504219	Miles
Connector Road Acreage	2366789924	Acres
Distance of Bike Trails + Connectors	32328	Meters
Mileage Conversion	20.08773783	Miles
Total Acreage of Bike Trail + Connectors	9739509251	Acres
Upper and Lower Grass Parking	0.25	Acres
TOTAL ACREAGE	9989509251	Acres
TOTAL ACREAGE Rounded to nearest 10,000	10,000	Acres