

1 **Appendix D Recreation**

2
3 **Community Interests and Benefits**

4 The Andrews Community Forest has long offered many recreational opportunities to town residents and
5 visitors. That tradition continues, along with the many benefits to health and well-being that outdoor
6 recreation and nature experiences provide.

7
8 When the Town acquired the forest, it surveyed town residents to determine their preferences for allowed
9 activities in the ACF. The ten most favored, in order of preference, were hiking, running, hunting,
10 snowshoeing, skiing, bird- and wildlife-watching, picnicking, biking and dog-walking. Subsequent input
11 from Town residents identified expanded mountain biking opportunities, including connections to
12 abutting trail systems, as important. Others were concerned how new types and intensities of trail traffic
13 would affect existing users, human and animal alike.

14
15 **Legal and Policy Guidance**

16 Reflecting science, Town legal and policy documents strongly support sustainable recreation. The ACF
17 Conservation Easement establishes recreation as one of its central Purposes, requiring the Town to “pro-
18 vide for non-motorized, non-commercial recreational, educational and other appropriate community
19 uses.”

20
21 The Easement also requires the Town to “conserve productive forestland, wildlife habitat, biological di-
22 versity, natural communities, riparian buffers, wetlands, soil productivity, water quality and native flora
23 and fauna...and the ecological processes that sustain these natural resource values...” This echoes the
24 Richmond Town Plan, which calls for protecting “priority natural areas” and ensuring “best stewardship”
25 of Town-owned land such as the ACF. As noted elsewhere in this plan, the ecological importance and
26 sensitivity of the ACF’s natural features and contributions are well-documented in assessments by the
27 Vermont Land Trust, Audubon Vermont, Vermont Agency of Natural Resources, UVM Field Naturalist
28 Program, UVM Forest Ecosystem Monitoring Cooperative, Arrowwood Environmental, and others.

29
30 **Examining Options**

31 As part of its due diligence, the ACF Committee reviewed proposals for building several miles of new
32 trails and associated bridges and boardwalks, some to connect the forest to trail systems on adjoining pri-
33 vate land and to networks beyond. The Committee considered factors that had changed or come to light
34 since the original, 2018 Management Plan was written, among them:

- 35 • *The ACF’s ecological role and importance.* Assessments by UVM, Arrowwood and others since
36 the original plan was written confirm the ACF’s value for black bear, bobcat, whitetail deer,
37 fisher and other wildlife, especially in the northern, least developed and visited areas of the forest.
- 38 • *Advances in recreation.* New equipment and technologies are increasing recreational demands,
39 allowing more people to penetrate farther, faster and deeper into forests more often and with less
40 effort. Social media and trail recreation maps direct people places only few knew about a decade
41 ago, including rich, remote natural areas and habitats.
- 42 • *Continuing research showing wildlife’s sensitivity to trail traffic.* Recently published scientific
43 studies and literature reviews further explain how trail traffic can fragment, degrade and destroy

- 44 productive wildlife habitats within “zones of influence” extending hundreds of meters from the
45 trails themselves.
- 46 • *Limited space for sustainable trail development.* Even buffers of a modest 100 meters around sen-
47 sitive areas would preclude trail development nearly all of the ACF. The steepness and wetness of
48 the surrounding terrain is another concern, and could subject development projects to state and lo-
49 cal permitting requirements.
 - 50 • *The Indigenous Land Acknowledgement.* The Town of Richmond has pledged to foster a healthy
51 forest community by incorporating into our management practices the Traditional Ecological
52 Knowledge that sustained our area’s forests for thousands of years.
 - 53 • *Assessments of needs.* Though it’s difficult to get an exact count, more than 100 miles of trails
54 available to the public can now be identified within Richmond and its neighboring towns, most on
55 private lands. Some are primarily for hikers or bikers; others serve a mix.

56

57 **Achieving Balance**

58 [CR: I do not agree with this.....needs discussion and vote..this is Chase]

59 The Management Plan’s approach to meaningfully protecting the forest and accommodating diverse
60 recreational and other community wishes centers on balancing ecological and recreational needs. The
61 plan creates two recreational management zones based on the particular topography, sensitivity and ac-
62 cessibility of each. It puts equal emphasis on conserving the integrity of ACF’s interior forest, and facili-
63 tating public access to the entire property :

- 64 • North of the former VAST trail, the forest remains open to hiking, hunting and other activities on
65 footpaths, with access improved through light maintenance of select forest roads and skid trails.
66 The remote, rugged terrain helps prevent overuse of this recognized sensitive area..
- 67 • South of and including the former VAST trail, the Management Plan encourages development of
68 new trails for casual hiking, mountain biking and other activities. Route 2, the ACF parking lot
69 and existing trail and utility road connections provide convenient access to this area (and also
70 simplify trail construction and maintenance for the Town).

71

72 Trails in the south include shorter loops from the parking area to ensure the property is accessible and
73 inviting to people of all ages and abilities, including families with young children and older people. They
74 can also accommodate visits by school groups.

75

76 This dual-zone strategy helps the Town meet its legal and policy obligations. It also provides the commu-
77 nity with an expanded range of recreational opportunities balanced with minimal impacts on its most se-
78 cluded, sensitive and ecologically sensitive areas.

79

80 **Special considerations**

- 81 • *Hunting.* Hunters from throughout the area use the ACF, and the ACFC allows and encourages
82 the practice. Its benefits include control of the ACF’s deer population, important to restoring
83 healthier diversities of age and species to the forest’s trees and understory. Hunters and non-
84 hunters can share the landscape at any time of year. The ACFC urges each to take safety
85 precautions such as wearing highly visible clothing and keeping dogs leashed. See the posted

- 86 guidelines for the latest requirements and advice. *[BE: In our guidelines, we might want to go a*
87 *step beyond State reg by prohibiting hounding and coyote hunting.]*
- 88 • *Trapping.* Because of safety hazards to visitors, pets and bycaught animals, trapping is not
89 permitted in the ACF.
 - 90 • *Snowmobiling.* Snowmobiling may be permitted to resume on the former VAST trail subject to a
91 use contract ensuring compatibility with the ACF Conservation Easement and Management Plan.
92 Motorized recreation is otherwise prohibited in the ACF.

93

94 **Process for Considering Future Trails**

95 Proposals to the Selectboard and easement holder for new trails must conform with this or subsequent
96 ACF Management Plans and:

- 97 • Document the needs and benefits of the new trail for specified users (hikers, runners, mountain
98 bikers, skiers, etc.)
- 99 • Map the proposed trail route in relation to nearby sensitive features, 100-meter envelopes around
100 them and slope and soil suitability for the types of anticipated usage.
- 101 • Obtain cost estimates for trail and infrastructure assessments, design, permitting and
102 management, including compliance with the ACF Trail Stewardship Plan.
- 103 • Engage with the Conservation Commission, Trails Committee and the public to address the
104 proposals compatibility with the Conservation Easement, Town Plan and Management Plan.
- 105 • Conform with the Trail Stewardship Plan.
- 106 • Obtain Selectboard and easement holder approvals along with any required State or Town
107 permits.

108

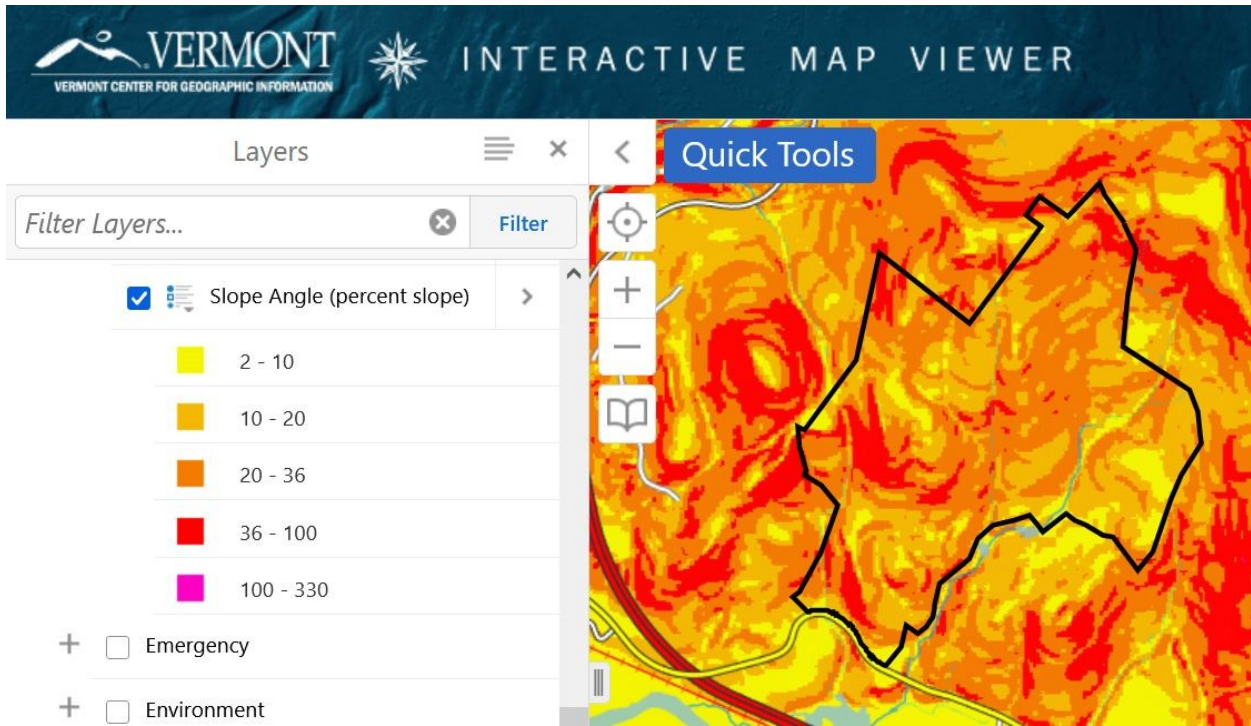


Figure __: Slopes of terrain in the ACF. Richmond's Zoning Regulations identify special provisions for development on slopes greater than 20%, and greater than 35%.
 Source: Vermont Agency of Natural Resources.

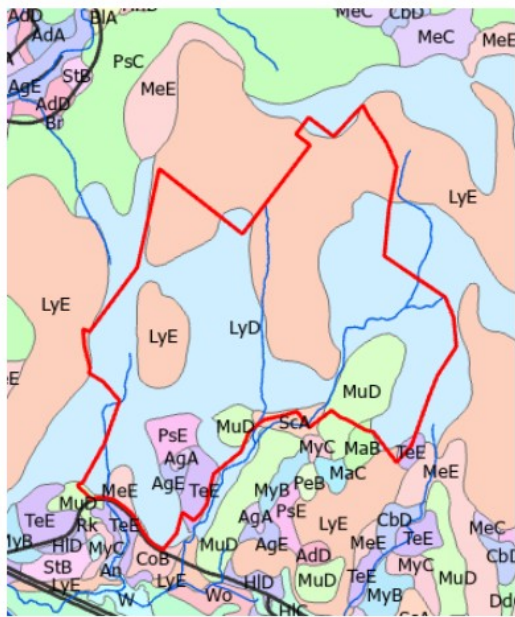


Figure __: Soil distribution in the ACF

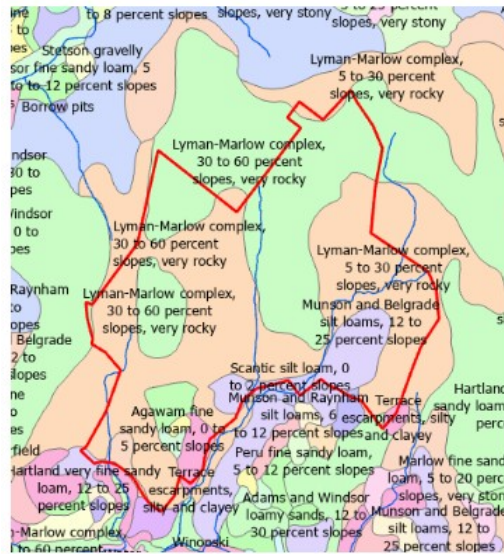


Figure __: Soil types in the ACF

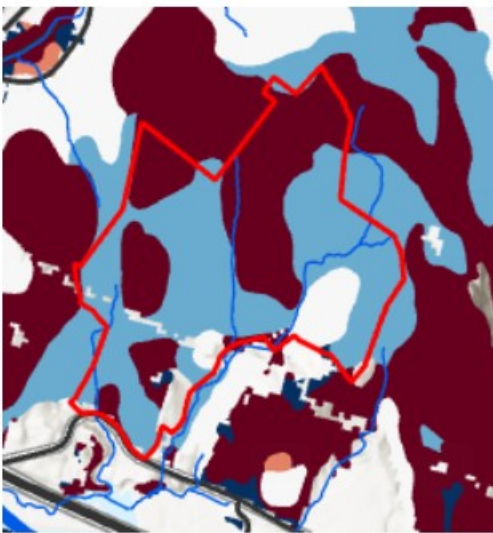


Figure __: Soil suitability for trail construction in the ACF. (Sources for Fig. 6-8: UVM Forest Ecological Management Cooperative)

109

110 **Process for Constructing Approved Trails** [BE: Might we cover this in the TSP?]

- 111 ● A hired professional trail designer will flag a route that, to the best of their ability, follows the
- 112 route appearing in the approved Trail Design Map.
- 113 ● A professional ecologist, will walk the flagged route and a 50-foot buffer on either side to
- 114 determine whether there are any fine-scale features (rare, threatened, or endangered species) that
- 115 would be adversely impacted by the proposed trail development. If there are, the trail designer
- 116 will consult with the ecologist to identify a suitable re-route.

- 117 ● The Committee may make minor adjustments to the Trail Design Map to ensure protections of
- 118 known sensitive areas, as identified and mapped in existing ecological assessments.
- 119 ● Following Easement holder and Selectboard approval, the Committee will work with the
- 120 Richmond Trails Committee, volunteer groups or individuals and/or a hired trail-builder to install
- 121 trails which meet standards and designs agreed upon by the Committee and approved by the
- 122 Selectboard and DRB.
- 123 ● The ACFC will seek grant funding as necessary to support the design, construction, and
- 124 maintenance of trails approved and included on the Trail Design Map.

125

126 **Potential Recreation Partnerships**

- 127 ● Richmond Trails Committee
- 128 ● Richmond Conservation Commission
- 129 ● Chittenden County Forester
- 130 ● UVM Community Forest Program
- 131 ● Western Abenaki Tribes and Richmond Racial Equity
- 132 ● Maple Wind Farm
- 133 ● VYCC
- 134 ● Richmond Land Trust
- 135 ● Richmond Mountain Trails/Vermont Mountain Bike Association (VMBA)
- 136 ● Scouts
- 137 ● Community Senior Center

138

139 *[BE: The following (drafted by ChatGPT) might be better placed in the TSP, where it could be more*

140 *easily modified as changing situations warrant)]*

141 **Trail Maintenance Commitment Agreement**

142

143 This Trail Maintenance Commitment Agreement ("Agreement") is made and entered into as of the

144 ____ day of _____, 20, by and between:

145 **Town or Richmond**, the owner of the Andrews Community Forest located at [Address or Legal

146 Description] (Granting Landowner); and

147 **Landowner 2:** [Name] ("Receiving Landowner"), the owner of the property located at [Address or

148 Legal Description].

149

150 WHEREAS, the Granting Landowner maintains a trail on their property and wishes to connect it to a

151 trail on the Receiving Landowner's property;

152 WHEREAS, the Receiving Landowner agrees to maintain the trail on their property to ensure its

153 continued usability and connectivity with the Granting Landowner's trail; NOW, THEREFORE, in

154 consideration of the mutual promises contained herein, the parties agree as follows:

155 **Trail Maintenance Commitment**

- 156 a. The Receiving Landowner commits to maintaining the portion of the trail located on their property
- 157 in a reasonable condition suitable for continued use by pedestrians, cyclists, and other agreed-upon
- 158 users.

- 159 b. Maintenance shall include, but is not limited to, clearing debris, repairing erosion, and ensuring
160 safe passage along the trail.
- 161 1. **Access and Use**
- 162 a. The trail shall remain open for public or private use as determined by the Receiving
163 Landowner.
- 164 b. The Granting Landowner shall not be responsible for any maintenance, liability, or costs
165 associated with the Receiving Landowner’s trail portion.
- 166 2. **Duration and Modification**
- 167 a. This Agreement shall remain in effect unless terminated by mutual written consent of both
168 parties.
- 169 b. Any modifications must be in writing and signed by both parties.
- 170 3. **Indemnification and Liability**
- 171 a. Each party agrees to hold the other harmless from claims arising from their respective trail
172 maintenance obligations.
- 173 b. The Receiving Landowner assumes responsibility for injuries or damages occurring on their
174 portion of the trail.
- 175 4. **Governing Law** This Agreement shall be governed and interpreted under the laws of the State of
176 Vermont.

177 IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

178 **Granting Landowner:**

179

180 [Name]

181 [Date]

182 **Receiving Landowner:**

183

184 [Name]

185 [Date]

186

187

188 **Trail Development and Stewardship**

189 *[Insert link to Trail Stewardship Plan]*

190