

1 **Appendix D: Recreation**

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15 **Community Interests and Benefits**

16 The Andrews Community Forest has long offered many recreational opportunities to town residents and  
17 visitors. That tradition continues, ~~along with the~~ [IS: and outdoor recreation has been shown to have  
18 many benefits to mental and physical health and well-being [Avitt 2021, Beyer 2014] ~~that outdoor-~~  
19 ~~recreation and nature experiences provide~~, as well as to societal community cohesion [Weinstein, N  
20 2015].

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22 When the Town acquired the forest, it surveyed town residents to determine their preferences for allowed  
23 activities in the ACF. The ten most favored, in order of preference, were hiking, running, hunting,  
24 snowshoeing, skiing, bird- and wildlife-watching, picnicking, biking and dog-walking. (IS: See Visioning  
25 Process Results (2017) in 2018 ACF Management Plan, page 279). Subsequent input from Town  
26 residents identified expanded mountain biking opportunities, including connections to abutting trail  
27 systems, as important. Others were concerned how new types and intensities of trail traffic would affect  
28 existing users, human and animal alike.

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30 **Legal and Policy Guidance**

31 Reflecting science, Town legal and policy documents strongly support sustainable recreation. The ACF  
32 Conservation Easement establishes recreation as one of its central Purposes, requiring the Town to  
33 “provide for non-motorized, non-commercial recreational, educational and other appropriate community  
34 uses.”

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36 The Easement also requires the Town to “conserve productive forestland, wildlife habitat, biological  
37 diversity, natural communities, riparian buffers, wetlands, soil productivity, water quality and native flora  
38 and fauna...and the ecological processes that sustain these natural resource values....” This echoes the  
39 Richmond Town Plan, which calls for protecting “priority natural areas” and ensuring “best stewardship”  
40 of Town-owned land such as the ACF. The ecological importance and sensitivity of the ACF’s natural  
41 features and contributions are well-documented in assessments by the Vermont Land Trust, Audubon  
42 Vermont, Vermont Agency of Natural Resources, UVM Field Naturalist Program, UVM Forest  
43 Ecosystem Monitoring Cooperative, Arrowwood Environmental, and others.

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### Examining Options

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

- *The ACF’s ecological role and importance.* Assessments by UVM, Arrowwood and others since the original plan was written confirm the ACF’s value for black bear, bobcat, whitetail deer, fisher and other wildlife, especially in the northern, least developed and visited areas of the forest.
- *Advances in recreation.* New equipment and technologies are increasing recreational demands, allowing more people to penetrate farther, faster and deeper into forests more often and with less effort. Social media and trail recreation maps direct people places only few knew about a decade ago, including rich, remote natural areas and habitats.
- *Continuing research showing wildlife’s sensitivity to trail traffic.* Recently published scientific studies and literature reviews further explain how trail traffic can fragment, degrade and destroy productive wildlife habitats within “zones of influence” extending hundreds of meters from the trails themselves.
- *Limited space for sustainable trail development.* Even buffers of a modest 100 meters around sensitive areas would preclude trail development in nearly all of the ACF [IS: show a map?]. The steepness and wetness of the surrounding terrain is another concern [IS: refer to map below], and could subject development projects to state and local permitting requirements.
- *The Indigenous Land Acknowledgement.* The Town of Richmond has pledged [IS: where?] [BE 7-22: Good point. Presumably the SB will have ok’d the Indigenous Agreement by the time it approves MP2, or as part of that. It might be a good idea to get that language to the SB well before we bring it to the board as part of MP2.] to foster a healthy forest community by incorporating into our management practices the traditional ecological knowledge that sustained our area’s forests for thousands of years.
- *Assessments of needs.* There are a number of trails available to the public within Richmond and its neighboring towns, most on private lands.

### Achieving Balance

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

The Management Plan’s approach to meaningfully protecting the forest and accommodating diverse recreational and other community wishes centers on balancing ecological and recreational needs. The plan [IS: Cite sections A6 and B6] establishes two distinct management zones based on the particular topography, sensitivities and accessibility of each. This enables the Town to put equal emphasis on conserving the integrity of ACF’s interior forest, and facilitating public access to the entire property by:

- Creating two distinct management zones marked by the northern edge of the former VAST trail and the powerline corridor.
- Designating trails in the northern zone as pedestrian only, open to hiking, hunting and other activities on footpaths, with access improved through light maintenance of select forest roads and skid trails. The remote, rugged terrain helps prevent overuse of this recognized sensitive area. Limit dogs and mountain biking to the southern zone.

- Encouraging development of new trails in the southern zone for casual hiking, mountain biking and other activities. Route 2, the ACF parking lot and existing trail and utility road connections provide convenient access to this area (and also simplify trail construction and maintenance for the Town).

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

This dual-zone strategy helps the Town meet the full suite of its legal obligations under the Conservation Easement and align with Town Plan policies. It also provides the community with an expanded range of recreational opportunities balanced with minimal impacts on its most secluded, sensitive and ecologically sensitive areas.

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101 **Special considerations**

103 [BE 7-22: Note the new bullet at the top of the list below. This would get us away from specifying rules  
 104 in the plan that we might want to tighten or relax in the future, as experience warrants. It’s still broad  
 105 enough to document the considerations we should be following.]

- *Dogs*: The rules for bringing dogs into the ACF are published on the ACF Committee’s web page. They draw on guidelines used at the Green Mountain Audubon Center in Huntington and other areas with special qualities and protective needs similar to the ACF’s. The rules reflect wildlife’s fear of even the friendliest dog as a predator, which can lead to abandoned dens, nests and habitats along with undue stress and exhaustion on the animals, and diminished chances of people being able to enjoy the sights and sounds of the ACF’s wildlife.
- *Hunting*. Benefits include control of the ACF’s deer population, important to restoring healthier diversities of age and species to the forest’s trees and understory. Hunters and non-hunters can share the landscape at any time of year. The ACFC urges each to take safety precautions such as wearing highly visible clothing and keeping dogs leashed. Citizens of recognized Abenaki tribes may obtain free hunting licenses from the state of Vermont. See the posted guidelines for the latest requirements and advice.
- *Trapping*. Because of safety hazards to visitors, pets and bycaught animals, trapping is not permitted in the ACF.
- *Snowmobiling*. Previously the ACF contained a snowmobile trail that was part of the VAST trail network. Snowmobiling may be permitted to resume on the former VAST trail subject to a use contract ensuring compatibility with the ACF Conservation Easement and Management Plan. Motorized recreation is otherwise prohibited in the ACF.

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125 **Process for Considering Future Trails**

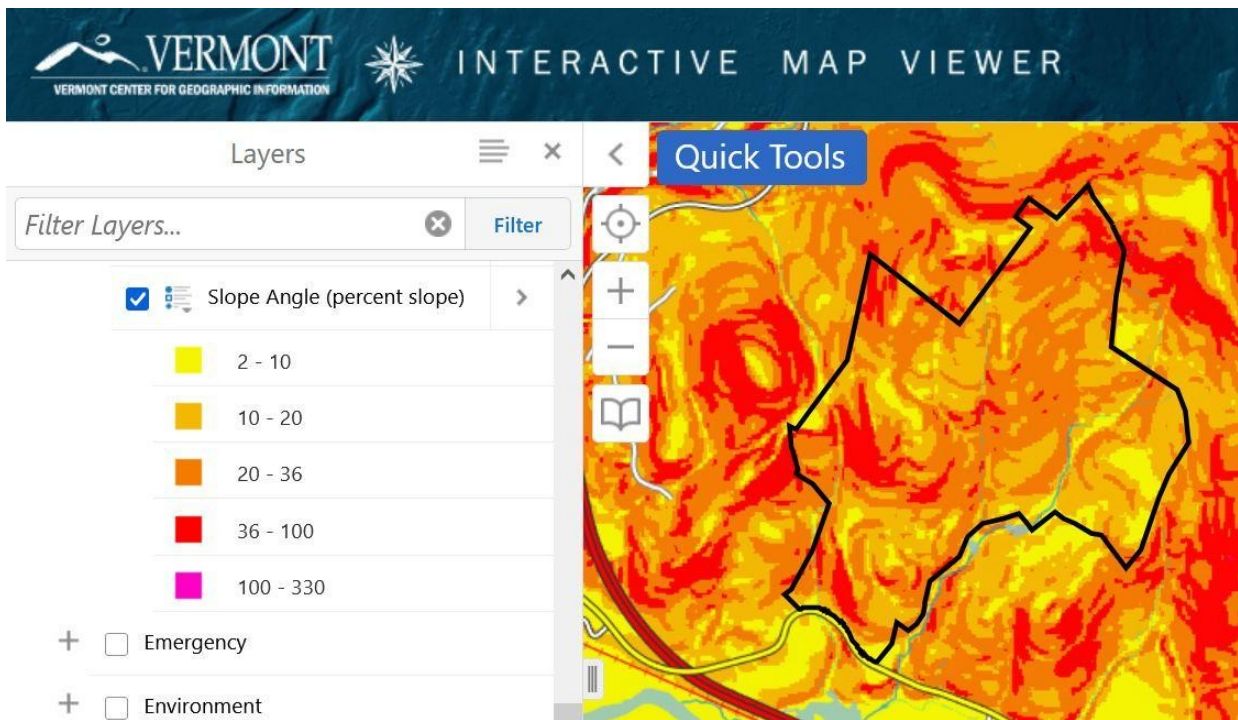
126 [IS: Check for duplication/ consistency with Section B6]

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

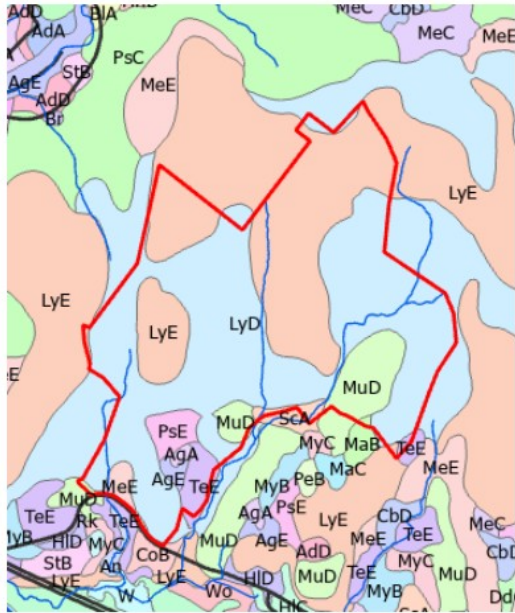
- 129 ● Document the needs and benefits of the new trail for specified users (hikers, runners, mountain
- 130 bikers, skiers, etc.)
- 131 ● Map the proposed trail route in relation to nearby sensitive features, 100-meter envelopes around
- 132 them and slope and soil suitability for the types of anticipated usage.
- 133 ● Obtain cost estimates for trail and infrastructure assessments, design, permitting and
- 134 management, including compliance with the ACF Trail Stewardship Plan.
- 135 ● Engage with the Conservation Commission, Trails Committee and the public to address the
- 136 proposals compatibility with the Conservation Easement, Town Plan and Management Plan.
- 137 ● Conform with the Trail Stewardship Plan.
- 138 ● Obtain Selectboard and easement holder approvals along with any required State or Town
- 139 permits.



141 [BE 7-22: Suggest eliminating lines 110-122 above, as these points should already be covered in B6.  
 142 However, the slope and soil maps shown in B6 and also below could be kept to the Appendix alone as a  
 143 reference for trail placement. They could be introduced as follows: “Section \_\_ of the Management Plan  
 144 details parameters to ensure protection of sensitive areas and wildlife, and promote responsible trail  
 145 building. The following maps of the ACF’s steepest slopes and fragile soils will help achieve that goal.”



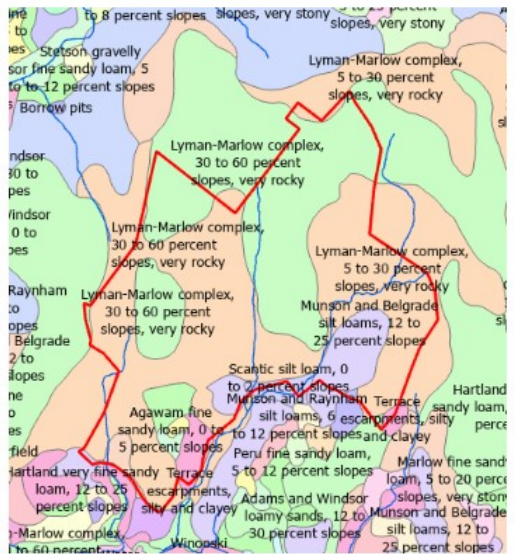
146  
 147 **Figure \_\_:** Slopes of terrain in the ACF. Richmond’s Zoning Regulations identify special provisions for  
 148 development on slopes greater than 20%, and greater than 35%.  
 149 Source: Vermont Agency of Natural Resources.



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151 **Figure \_\_: Soil distribution in the ACF [IS: Source: UVM Forest Ecological Management**  
 152 **Cooperative)]**

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155 **Figure \_\_: Soil types in the ACF [IS: Source: UVM Forest Ecological Management Cooperative)]**

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- 185 ● Maple Wind Farm
- 186 ● VYCC
- 187 ● Richmond Land Trust
- 188 ● Richmond Mountain Trails/Vermont Mountain Bike Association (VMBA)
- 189 ● Scouts
- 190 ● Community Senior Center

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*[BE: The following (drafted by ChatGPT) might be better placed in the B6, where it could be more easily modified as changing situations warrant)] [BE 7-22: I now think that this, too, could be a generalized action item in B6, to allow for easier modifications as experience warrants. That action item might read: "Before connecting to trails on neighboring properties, obtain an agreement signed by both parties to maintain the trail for its intended uses unless both parties agree to discontinue it."]*

198 **Trail Maintenance Commitment Agreement**

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This Trail Maintenance Commitment Agreement ("Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20, by and between:  
**Town or Richmond**, the owner of the Andrews Community Forest located at [Address or Legal Description] (Granting Landowner); and  
**Landowner 2:** [Name] ("Receiving Landowner"), the owner of the property located at [Address or Legal Description].

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WHEREAS, the Granting Landowner maintains a trail on their property and wishes to connect it to a trail on the Receiving Landowner's property;  
WHEREAS, the Receiving Landowner agrees to maintain the trail on their property to ensure its continued usability and connectivity with the Granting Landowner's trail; NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

212 **Trail Maintenance Commitment**

- 213 a. The Receiving Landowner commits to maintaining the portion of the trail located on their property in a reasonable condition suitable for continued use by pedestrians, cyclists, and other agreed-upon users.
- 214 b. Maintenance shall include, but is not limited to, clearing debris, repairing erosion, and ensuring safe passage along the trail.

217 **Access and Use**

- 218 a. The trail shall remain open for public or private use as determined by the Receiving Landowner.
- 219 b. The Granting Landowner shall not be responsible for any maintenance, liability, or costs associated with the Receiving Landowner's trail portion.

221 **Duration and Modification**

- 222 a. This Agreement shall remain in effect unless terminated by mutual written consent of both parties.
- 223 b. Any modifications must be in writing and signed by both parties.

224 **Indemnification and Liability**

- 225 a. Each party agrees to hold the other harmless from claims arising from their respective trail maintenance obligations.

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227 b. The Receiving Landowner assumes responsibility for injuries or damages occurring on their portion of  
228 the trail.

229 **Governing Law** This Agreement shall be governed and interpreted under the laws of the State of  
230 Vermont.

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

232 **Granting Landowner:**

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234 [Name]

235 [Date]

236 **Receiving Landowner:**

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238 [Name]

239 [Date]

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242 **Trail Development and Stewardship**

243 *[Insert link to Trail Stewardship Plan]* *[IS This means Section B6?]*

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