

Hinesburg Conservation Commission Questions re: ANGP and Geprags Park

Complaints Process

The intent of these questions is to understand the complaints process that is in place and the nature of any complaints received.

1. Is there a documented complaints process that is followed for any complaints received? If yes, please provide.
2. How many complaints have been received to date?
3. For each complaint:
 - a. Can you provide the contact information for the complainant?
 - b. What is the nature of the complaint, i.e., against whom and specifically for doing (or failing to do) what?
 - c. Has it been resolved, and if so, how? Or what action is being taken to resolve it?
 - d. Is there any legal action pending in any court or agency tribunal related to any complaints received?

Ongoing corridor maintenance

1. Will the Town (Conservation Commission) be notified of any activities within the corridor before they commence, including repairs, mowing and other related maintenance activities, and how will this notification occur?
2. Do you foresee any instances where access to the trails in northwestern part of the Park will be impacted through maintenance activities?

Agreement between Vermont Gas Systems and the Town of Hinesburg

1. Can any activities aside from those related to pipeline maintenance take place within the easement? E.g., would the pipeline route, including the corridor through Georgas, be accessible to motorized vehicles?
2. Post construction, how will VGS access the corridor for surveying, evaluations, repairs, etc.?
3. How will the mowing schedule referenced in Exhibit A and any other work of that nature be determined (i.e., will it happen at the same time each year that falls outside of the warbler nesting season) and how will it be communicated? Who is responsible for the mowing?
4. Exhibit C refers to the *"the perpetual, exclusive right to construct, reconstruct, maintain, move, relocate, alter, inspect, repair, replace, remove, and change the size of, an operating pipeline to be used by VGS for the transportation of gaseous energy products, together with the right to temporarily install a second pipeline in connection with repairs, alterations, and/or relocations, and the right to abandon such pipeline(s) in place. As used herein, the term "pipeline" shall include such surface or subsurface appurtenances and facilities as reasonably deemed necessary or convenient by VGS for its operation or maintenance."* Does any future construction, relocation, or other activity involve a review and approval process? If the pipeline is abandoned, is it removed?
5. Exhibit C states: *VGS shall have the right to engage in all actions and activities consistent with the use of the rights and easements hereby granted including, but not limited to, (i) the right, during and in preparation for the construction, installation or maintenance of the pipeline and*

related facilities or any of their appurtenances, to place and store materials and equipment on the Property proximate to the Corridor, provided that VGS shall return any lands used for such purposes to their previous condition as soon as practicable after the completion of such construction, installation or repair; (ii) the right to cut down, remove and keep cleared by such means as VGS deems desirable, at any and all times, trees, underbrush and vegetation as in the judgment of VGS may interfere with or endanger the operation or maintenance of said pipeline, facilities or appurtenances; and (iii) the right to install and maintain both within and proximate to the Corridor, such erosion prevention and sediment control measures as in the judgment of VGS are reasonable and necessary to maintain and operate the pipeline facilities. This clause is concerning because it extends the rights of VGS to outside of the corridor with little specificity and based solely on the judgment of VGS. What is considered “proximate”? Is there a review and approval process for any control measures installed proximate to the Corridor or future construction activities within the corridor? In practice, how does (ii) in this clause tie into Exhibit A (c)? This could potentially be in conflict.

Department of Army Permit

1. Page 6, #9 Who will inspect to ensure that equipment has been cleaned? Who will be responsible for pulling and destroying any invasive species if found?
2. Page 6, #11 Why doesn't this apply to Geprags?
3. Page 6, #12 Is this clause applicable to the Geprags site?
4. Page 6, #14 In addition to providing the information the Army Corp., can the name and information of the environmental inspector be provided to the Conservation Commission and can the Commission receive the regular reports?
5. Page 7, #15 Will this pre-construction conference be held prior to commencement of any construction activities in Geprags? If yes, the Conservation Commission (or designated representative) would like to be present at this meeting.
6. Page 7, #18 Does this apply to Geprags?

Vegetation Management Plan

Comment: Geprags had several non-native invasive species present within the park boundaries. It is well documented that corridors such as these can encourage the spread of certain non-native invasive species and with the known presence of species within the park already known, the likelihood is increased. Coordination of efforts with to address non-native invasive species within the entire park will be important to reduce or eliminate occurrences of NNIS.