

**Zimbra****tlashuahvt@gmavt.net**

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**concerns/suggestions re VT Gas Agreement**

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**From :** Lenore Budd <buddfamily@gmavt.net>  
**Subject :** concerns/suggestions re VT Gas Agreement  
**To :** Trevor Lashua <tlashua@hinesburg.org>

Wed, Jun 15, 2016 10:17 PM

 1 attachment

Trevor,

I've attached a document raising a few questions and concerns re the proposed easement, stipulated agreement, and vegetation management plan that you might want to consider as you finalize these documents. These are my personal thoughts, not those of the Trails Committee. Thanks for your herculean efforts on this project.

Lenore

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 **VGS agreement concerns 061516.docx**  
132 KB

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### Concerns re proposed VGS easement

Lines 284 – 287

GRANTOR, the Hinesburg Conservation Commission, and/or their respective agents, successors and assigns will consult with and obtain written consent from VGS before beginning any work on the trails, unpaved roadways and utilities, which consent VGS will not unreasonably withhold, condition, or delay;

*Concern: Much of the trail work consists of routine mowing and cutting back of vegetation encroaching upon the trail. This kind of routine maintenance should be exempted from the need to seek and receive written permission from VGS.*

Lines 340 – 341

Ensuring that any mowing in the corridor is conducted outside of the Warbler nesting season.

*Concern: Elsewhere in the easement document the nesting season is described as April 15 to July 31. Mowing of any trail crossing the easement typically will need to happen at least once during this period, most likely in mid-June, and should not be prohibited.*

Lines 343 – 344

Maintaining a post-construction monitoring plan to determine impacts, if any, on the use of the area in the vicinity of the pipeline by Warblers.

*Concern: Maintaining a plan and implementing a plan are two very different things. Shouldn't this document require that monitoring actually be carried out?*

Lines 373 – 378

No Herbicides. At no time will VGS use herbicides in exercising its rights hereunder, except as may be required by permitting authorities to prevent the spread of invasive species. In instances where permitting authorities provide various options for herbicides to stop the spread of invasive species, VGS shall consult with the Conservation Commission in advance to select which herbicides to employ, methods of application, and means for advance public notice.

*Concern: Elsewhere, VGS is required to reseed the area disturbed by construction with "specified seed mixes." I am concerned that despite best efforts at re-seeding, poison parsnip will flourish in the disturbed soil accelerating its spread throughout the park. The text above ALLOWS VGS to control invasives (including poison parsnip) with herbicides. The text here or elsewhere should REQUIRE VGS to 1) take measures to avoid colonization by poison parsnip after construction and 2) eliminate poison parsnip, using herbicides if necessary, whenever it appears in the easement area after construction.*

### Concerns re proposed Stipulated Agreement

Lines 42 – 45

7. The Town of Hinesburg has determined that while the easement rights sought by Vermont Gas has the potential to directly interfere with the purpose of the public trust imposed by the Covenant during and after construction of the pipeline, unless addressed through conditions and appropriate compensation.

*Concern: This is not a sentence. Remove the word "while."*

#### Concerns re Geprags Park Vegetation and Habitat Management Plan

Page 4, paragraph 2:

Per the VMP, VGS will conduct special vegetation management practices and conduct monitoring for the presence/absence and potential control of NNIS within the ROW. VGS will also monitor for the spread or colonization of NNIS.

*Concern: VGS needs to CONTROL NNIS, not just monitor their presence or spread.*

Page 5, paragraph 2:

If particular area has been overspread by population(s) of NNIS that are beyond the extent or control of Project activities, this information will be reported to the ANR in the annual report and no control activities will be undertaken.

*Concern: This seems like a loophole. VGS should be required to remove any NNIS. Why would this condition be reported to ANR and not to the Conservation Commission and the Public Service Department?*

Page 6, last bullet:

Audubon Vermont will continue to monitor the golden-winged warbler following construction and may provide input to VGS on whether adaptive vegetation management is necessary.

*Concern: How is Audubon Vermont being compensated for this monitoring? Via the annual \$2,000 - \$3,000 mentioned in the last paragraph of page 5? Does Audubon Vermont agree with this figure? The payment is only stipulated for 10 years. What happens then? Perhaps we should also allow for another qualified entity to perform the monitoring, if necessary, since Audubon Vermont may or may not have qualified staff available to do this monitoring in perpetuity.*

**Zimbra****tlashuahvt@gmavt.net**

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**Honor the original gas agreement**

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**From :** dddriscoll <dddriscoll@gmavt.net>

Thu, Jun 16, 2016 09:33 PM

**Subject :** Honor the original gas agreement**To :** tlashua@hinesburg.org

FYI,

I see no reason not to let the gas company have the ROW as agreed to by select board previously.

All the protesting has done is to make everything cost more. If the birds are so sensitive nesting then

maybe dogs and hikers should not be allowed in the park.

Sincerely,

Dan Driscoll

Sent from my Verizon Wireless 4G LTE Tablet

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Zimbra

tlashuahvt@gmavt.net

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**GEPRAGS CONCERNS**

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**From :** Barbara Forauer <be4jay@cs.com>

Fri, Jun 17, 2016 10:16 AM

**Subject :** GEPRAGS CONCERNS**To :** tlashua@hinesburg.org, andreahinesburg@gmail.com,  
ppouech@hinesburg.org, mbissonette@hinesburg.org,  
akimball@hinesburg.org

Morning Trevor, and friends,

As I read the possible agreement with VTGAS about the maintenance of the line through our park,  
I did notice it said maintenance would be done every 2-3 years.

If they do NOT adhere to this, how will it be enforced? Will they actually do the maintenance work  
or will the \$1000 stipend given the town have to cover our taking care of the park? Will they do the  
plantings suggested or will the above stipend have to cover the costs for the town to do this?

Where they have worked in Essex and north of St. Albans it is just an open area that has  
been mowed and looks like an abandoned railway track! No plantings visible to me at least.

Please listen to the Conservation Commission suggestions for the route and maintenance  
work.

I do not want this line here either but if it has to happen, let's be smart about it.

Thank you. Barbara Forauer

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**Zimbra****tlashuahvt@gmavt.net**

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**Gas**

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**From :** Leonard Duffy <leonardduffy1941@gmail.com>

Fri, Jun 17, 2016 01:30 PM

**Subject :** Gas**To :** tlashua@hinesburg.org

To: Hinesburg Select Board

Re: Natural Gas

Hinesburg has benefited immensely in just the few short years since the village was connected to Vermont Gas. Citizens have already saved thousands, probably millions, in fuel costs. This translates directly into higher property values and a therefore a larger grand list, meaning less relative tax burden on everyone, even those not connected.

In addition, the local availability of North American natural gas means fewer potentially hazardous propane or oil trucks on our highways, much lower pollution than other fuel sources, and in a larger context, less motivation for future mideast warfare. Those concerned about fracking should consider the alternatives, including the current decimation of large portions of the Vermont landscape by politically connected solar and wind developers. No known energy source comes without significant negative environmental cost.

In my own case, I was able to significantly lower heating costs for a commercial building in our village, eliminating a potential rent increase to local businesses. And, when the building was sold, the availability of natural gas was a significant advantage which directly added to the towns tax base.

Unfortunately, not everyone has benefitted so directly. That's why the deal that the selectboard originally struck with Vt Gas to serve additional parts of town in exchange for a limited right of way appears to be a true win-win negotiation.

I personally can not fathom the motivation of a very few individuals to deny other communities and our entire state the same benefits that accrue to Hinesburg. I applaud the selectboard's original stance on this issue and trust you will arrive at a new or even better agreement as expeditiously as possible.

Respectfully, Leonard Duffy

**Zimbra****tlashuahvt@gmavt.net**

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**gas pipeline comments**

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**From :** Richard Andresen <andresen@gmavt.net>

Fri, Jun 17, 2016 06:30 PM

**Subject :** gas pipeline comments**To :** tlashua@hinesburg.org

Fellow residents of Hinesburg,

I have used the Geprags Park since it opened. Running through the middle of the lowest meadow is a large, ugly power line we are all familiar with. I have often gone under the line to reach the trail at the park's western edge.

I don't see how burying a pipe near the power line right of way harms the park at all. The meadow grass will grow back soon enough. It is a mown meadow, not a natural habitat.

Some Hinesburg residents already have natural gas from the pipeline that comes into town over Shelburne Road. Given the environmental and cost benefits of natural gas over oil and propane heating, I find it strange that other residents want to block gas to Vermonters. And I resent the park being used as a cover for their politicking.

Richard Andresen  
Enos Road

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**Zimbra****tlashuahvt@gmavt.net**

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**Comments on Proposed Agreement**

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**From :** Robert Thiefels <bthiefels@gmail.com>

Sat, Jun 18, 2016 11:34 AM

**Subject :** Comments on Proposed Agreement 1 attachment**To :** tlashua@hinesburg.org, Andrea Morgante  
<amorgante@hinesburg.org>, ppouech@hinesburg.org,  
Tom Ayer <tayer@hinesburg.org>,  
akimball@hinesburg.org

Attached are comments relating to the Draft Stipulated Agreement Version 6.03

Robert Thiefels

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 **Comments Pertaining to the Draft Stipulated Agreement Version 6.docx**  
14 KB

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## **Comments Pertaining to the Draft Stipulated Agreement Version 6.03**

**Submitted by**  
**Robert Thiefels**  
**566 Piette Meadow Rd.**  
**Hinesburg, VT 05461**  
**[bthiefels@gmail.com](mailto:bthiefels@gmail.com)**

I have read over the above listed agreement and will offer only a few comments pertaining to it and to the process involved in writing it.

It is a legal agreement, and the language used is language understood mainly by those trained in the law. Furthermore, the legal issues involved in such a complex negotiation process would best be handled by a lawyer trained in negotiating with corporations over gas pipelines and easements. Our town agent is not specifically trained in these areas and can offer only very basic legal advice.

As a layperson, I am even further less qualified to comment on whether or not this agreement as written is or is not in the best interests of the town. My sense is that most citizens commenting on the above agreement will feel the same way. That in itself calls into question the sincerity of the select board in asking unqualified people to comment on a highly technical legal agreement.

I also am not aware that the commission involved in crafting the latest agreement has hired any experts to guide them in the process. E.g. wetlands experts, water quality experts. And any legal advice it has sought has been minimal. There is too much at stake for the town allow a group of uninformed committee members to try and hammer out an agreement with a large corporation which puts its own interests and the interests of its shareholders above all else. And then to allow officials of this corporation to be part of the process of crafting an agreement is naïve beyond anything most could imagine.

The select board has a fiduciary responsibility to the citizens of Hinesburg to protect their interests in every way, and it does not appear that it has met it responsibility in this matter.

This is probably one of the most significant issues every to be decided in this community, and the attitude of the select board appears to be what could only be described as, “ Let’s get this over a quickly as possible, It’s dragged on long enough, and VGS want to move ahead. Also, let’s get out of this with spending as little money as we can.” What you are in effect doing is leaving the responsibility to ask the appropriate questions of VGS to a small group of concerned citizens who must shoulder the burden you are refusing to shoulder. They are bearing the current costs of trying to protect Geprag’s Park, and who knows what the future costs to the town will be.

My comments and the comments of concerned citizens regarding the process use in crafting this agreement are a matter of public record. I have written the selectboard members on several occasions regarding different aspects of the process and some of the issues related to, mainly, the

extension of the distribution line up Richmond Rd. I still have many concerns related to this distribution line.

On June 13, 2016 I talked with Sandra Lucia, the marketing coordinator of VGS, and she confirmed that VGS will in the future be sending out inquiry cards to all potential customers along the line, asking them whether or not they would be interested in hooking up to natural gas. Those who express an interest will then be contacted by a salesperson from VGS who will go over all of the associated costs relating to conversion to NG. As yet, no cards have been sent out which indicates that VGS is "guesstimating" as to the actual number of potential customers. Yet, VGS has agreed to extend the line "if feasible in the conditions stated below" (lines 112-13). It could very well be that any of the conditions mentioned might be cause for VGS withdrawing from the agreement. Has a qualified lawyer really checked these conditions in order to close any potential loop-holes?

If loop-holes in the agreement have not been addressed, what in the agreement would hold VGS liable for withdrawing from it? When I asked about this at the select board meeting, the town administrator implied that no penalty clauses would be needed because the town could pursue legal action against VGS. My question is, where will the money come from to pursue legal action against VGS? Is the town ready to pay the huge costs associated with such legal action?

In summary, anything in this agreement, whether it pertains to the park or to the extension of the distribution line, is not the responsibility of the citizens. You as select board members cannot come back to us and say, "Well we asked for citizen input." You need to be asking for expert input. Period. Otherwise, there may well be serious liability issues relating to any accidents. If, for example, an accident does occur, those involved will hire a lawyer to sue VGS. VGS will hire its own attorney who will be able to go over the entire agreement and find in it no place holding the company liable. Then the aggrieved citizens will turn on the town and sue it for failing to craft an agreement protecting them. This is just one possible scenario.

My sense is that the time I have taken here to respond and the comments set forth will probably fall on deaf ears. The whole process to date indicates that this will be so. I hope that my sense is wrong.

Robert Thiefels

Zimbra

tlashuahvt@gmavt.net

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**Fwd: Geprags Route Selection**

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**From :** Robert Hyams <robert@gmavt.net>

Mon, Jun 20, 2016 09:44 AM

**Subject :** Fwd: Geprags Route Selection**To :** laura lapierre <Laura.Lapierre@vermont.gov>**Cc :** Robert Hyams <robert@gmavt.net>, Bill Marks <marksantiq@gmavt.net>, Alison Lesure <alisonlesure@gmail.com>, Meg Handler <meg@meghandler.com>, Merrily Lovell <merrilylovell@gmail.com>, Shannon Kelly <shannon\_kelly117@hotmail.com>, Trevor Lashua <tlashua@hinesburg.org>

Laura:

I would like to reiterate Hinesburg Conservation Commission's request to be party to any wetland permit determinations within Hinesburg, including any discussions or modifications of the VGS permit through Geprags Park.

Thanks.

Robert Hyams  
Hinesburg Conservation Commission

Begin forwarded message:

**From:** Robert Hyams <robert@gmavt.net>**Subject:** Geprags Route Selection**Date:** June 8, 2016 at 8:00:53 AM EDT**To:** "Lapierre, Laura" <Laura.Lapierre@vermont.gov>**Cc:** Alison Lesure <alisonlesure@gmail.com>, Bill Marks <marksantiq@gmavt.net>, Merrily Lovell <merrilylovell@gmail.com>, Shannon Kelly <shannon\_kelly117@hotmail.com>, Meg Handler <meg@meghandler.com>

Laura:

Thank you for sending the information. As you know, this volunteer commission has been spending an incredible amount of time on this issue. Outside of Map 16, we were not able to discern information that speaks specifically to the routing through Geprags. If we are missing something, please advise.

The Hinesburg Conservation Commission respectfully takes exception to Wetlands Impact analysis based on the following factors:

1. We believe evaluation of routes is based on VSWI, not delineated wetlands [please confirm]
2. Western route is directed through wetlands that are not mapped

3. Current delineation is missing both mapped and unmapped wetlands
4. western route includes steep slopes and highly erodible soils
5. wetland in western route provide higher function and values than those east of stream
6. Site access for construction and ongoing maintenance are more problematic in western route

To be confident that the west route is best option for limiting impacts to functions and values, we would need to see

the centerline easement flagged and the wetlands properly delineated. You should also know that there is still no commitment on the part of VGS to any level of restoration above and beyond the VGS Vegetation Management Plan, which is absolutely not a restoration plan.

I have read the testimony from countless experts, including Alan Quackenbush, and reports from VGS and their consultant VHB. The only question that was ever addressed was: "should the pipeline follow the west corridor or the VELCO easement?" From our perspective, this represents a false dichotomy. Never once was the question posed, "What would be the lowest impact route through the park?" If that question was asked, we believe this process would have yielded different results.

Are you confident that the current VGS plan results in the minimum impact to functions and values, both in construction and in maintenance, over the projected life of this pipeline? If there's any doubt, please consider coming to Hinesburg for an on-the-ground assessment. I have walked the easement with wetland experts whose opinions I believe you would respect. Its not a stretch to say they were dismayed by the proposed alignment.

We are up against an incredibly tight schedule. Your perspective would be invaluable to the Conservation Commission in fulfilling our responsibilities to the town. Let me know if there is a day next week when we could meet at the park.

Thanks for your support.

Robert Hyams  
Hinesburg Conservation Commission  
802/734-5630