



Volunteer Stewardship Agreement

Appendix II

Stewardship Agreement Number: _____
Stewardship Agreement Name: **Town of New Lisbon**
Project: **Hiking trail development and maintenance**
DEC Land unit(s): **Texas School House State Forest, Otsego County**

This Volunteer Stewardship Agreement (the “Agreement”) is made between the **Town of New Lisbon**, primarily located, or residing at **908 County Rd 16, Garrattsville, NY 13342**, (the “Steward”) and the New York State Department of Environmental Conservation (the “Department”), collectively referred to as the “Parties.”

WHEREAS, Section 0301 of Article 3 of the Environmental Conservation Law authorizes a stewardship agreement between the Commissioner of the Department and an individual, group or organization (“Steward”) for the purpose of preserving, maintaining or enhancing natural resources or facilities, or a portion thereof, in accordance with all relevant laws, rules, regulations and policies of the Department; and,

WHEREAS, there is need for the services and support of volunteers to aid in the conservation, preservation, maintenance and enhancement of state-owned natural resources at minimum cost to the State.

WHEREAS, the Parties wish to establish the activities, requirements and responsibilities of a stewardship program for that certain tract(s) of land known as **Texas School House State Forest**, situated in the Township of **New Lisbon**, County of **Otsego**, DEC Region **4**, and the State of New York, containing **1,259** acres more or less; and,

NOW, THEREFORE, it is agreed that the Parties enter into this Agreement to establish the terms and conditions of a stewardship program, and that such program provide that the natural resource or facility named in this Agreement be preserved and maintained in its natural state, and/or managed to enhance or restore the value it provides, as described more fully in this Agreement and consistent with all relevant laws, rules regulations and policies of the Department.

The terms of this Agreement shall commence on the Effective Date of **May 31, 2022** and continue until **May 31, 2027**, unless terminated prior thereto in accordance with clause 8, Termination.

IT IS MUTUALLY AGREED THAT:

1) Activities

The type of volunteer work permitted is restricted to that which can be accomplished with hand tools unless otherwise noted.

Activities permitted by the Steward on this natural resource or facility pursuant to this Agreement are:

- a) Trail Maintenance - includes patrolling, brushing, blowdown removal and water-bar cleaning on designated foot trails.
- b) Brushing shall be limited to removal of interfering vegetation and / or downed trees and branches within the existing trail corridor. Cutting of brush will be conducted in accordance with DEC guidelines as shown on the attached diagram.
- c) No ATV/UTV use shall be allowed under this VSA.

2) Technical Services

Assistance provided by the Department shall consist of:

1. Removal of large blowdowns deemed excessive for volunteers.
2. Heavy maintenance such as erosion control, cleaning, and construction of waterbars, bridge building and maintenance, and heavy maintenance of existing lean-tos.
3. Vista maintenance.
4. Manufacture and placement of signs.
5. Placement of official DEC trail markers.
6. Trail re-routes -All re-routes must be pre-approved by DEC before construction and adoption.
7. Kiosk updates.

3) Responsibilities

The Steward is responsible for:

- a) Ensuring the completion of the activities described in this Agreement in the manner agreed upon with the Department and providing appropriate supervision of enlisted volunteers.
- b) Collecting completed volunteer application forms, which shall include the name, address and phone number of each volunteer (see Appendix III for Volunteer Application and Appendix IV for Limited Use Volunteer Application) in advance of the performance of activities set forth in the Agreement and verifying the volunteer's identity through appropriate identification. This information is needed to provide the participants with liability and workers compensation protection. Original completed volunteer forms must be provided to the Department contact person as soon as possible after new volunteers

have been added. (A complete volunteer list shall be kept current and provided to the Department contact person).

- c) Complying with the Child Labor Law, as it pertains to under-aged volunteers; parent/legal guardian signature is required for volunteers under the age of 18; volunteers under 16 may only participate in yard/household type work activities (no machinery) as part of an organization.
- d) Reporting to the Respective Management Authority annually, on work accomplished and number of volunteers and hours spent on activities.
- e) Discussing with the Department's contact person any problems, disagreements, questions of interpretation regarding the Agreement or other concerns as soon as possible.
- f) Following the proper Health and Safety Manual provided by the Respective Management Authority.
- g) Providing appropriate training and equipment in accordance with applicable federal and state laws, and Department policies, programs and guidelines.

The Department is responsible for:

- a) Maintaining copies of completed volunteer applications in the appropriate Region or Division, for the life of the Agreement, plus 3 years.
- b) Evaluating stewardship activities annually to determine their merit for continuation.
- c) Discussing with the Steward's contact person any problems, disagreements, questions of interpretation regarding the Agreement, or other concerns as soon as possible.
- d) Providing the Health and Safety manual to the Steward and assisting in identifying appropriate training and safety equipment.

4) Contacts

The contact person for the **Steward** is **Stacey Kazacos**, who may be reached at the following address, email and telephone number: **908 County Rd 16, Garratsville, NY 13342; stacey.kazacos@gmail.com; (607) 965-2112**

The contact person for the **Department** is **Luke van der Veur**, who may be reached at the following address, email and telephone number: **NYSDEC, 65561 State Highway 10, Suite 1, Stamford, NY 12167; luke.vanderveur2@dec.ny.gov; (607) 652-3694**

5) Recognition

The Department may provide recognition of the Steward and its stewardship activities by appropriate signage on or near the designated natural resource or by such other means as the Department may deem appropriate.

6) Land Use

Nothing contained herein shall prevent or hinder the Department from carrying out its regular activities on the stewardship area that is the subject of this Agreement, nor alter or change the traditional access and use by the public of the stewardship area covered by this Agreement.

7) Agreement and Renewal

This Agreement may not be modified in scope, or altered in any other manner, except upon the express mutual agreement of both Parties. The Steward shall have the option of renewing the Agreement with the approval of the Department and subject to the Department's continuation of the Volunteer Stewardship Program. This Agreement may be amended upon the mutual written consent of both parties. This Agreement shall not exceed 5 years in length.

8) Termination

The Department may immediately suspend all stewardship activities and terminate the Agreement at any time during its term if, at its sole discretion, the Department determines the conditions of the Agreement are not being met, or if the activities described herein are no longer required. If the Steward wishes to terminate the Agreement, he/she/it shall provide the Department with thirty (30) days written notice of the intent to terminate this Agreement.

9) Liability Protection

As volunteers, individual participants in the Program are provided with the same liability and workers compensation protection as salaried state employees, provided they are acting within the scope and terms of the Agreement, have completed the required forms and otherwise meet the requirements of New York State Public Officers Law § 17. This protection may also apply to individuals volunteering collectively as part of an informal group, but does not apply to an organization itself, whether or not formally incorporated, because it does not meet the definition of an employee under Public Officers Law § 17.

If a civil action or proceeding is filed against a volunteer relating to any alleged act or omission made within the capacity and scope of this agreement, the volunteer may request defense or indemnification by the State pursuant to § 17 of the Public Officers Law.

The volunteer must comply with Public Officers Law § 17, which, among other things, requires delivery to the attorney general (or an assistant attorney general), a copy of any summons, complaint, process, notice, demand or pleading within five days after being served with such a document.

The volunteer must also notify the Department's Regional Attorney for the Region where the incident occurred immediately after being served with such document. Please see the attached contact sheet to determine the appropriate Regional Attorney to contact.

The duty to defend or indemnify and save harmless is conditional upon the full cooperation of the volunteer in the defense of such action or proceeding and in defense of any action or proceeding against the State based upon the same act or omission, and in the prosecution of any appeal.

In all instances, the Steward must report to the Department Contact any injury, event or claim, arising from any actual or alleged act, error or omission occurring in connection with the Stewardship Program, as soon as possible and not later than by the close of business the next business day upon becoming aware of such an allegation or occurrence.

10) Liability Insurance for Organizations

Individual volunteers deemed State employees under State laws are provided with liability

protection. However, the State is not legally authorized at this time to extend the same coverage/protection to organizations that may have members serving as volunteers or are organizing/overseeing volunteer efforts pursuant to a Volunteer Stewardship Agreement with the Department. As a result, any organization entering into a Volunteer Stewardship Agreement is responsible for obtaining the appropriate level of liability insurance coverage in the event of any claim or litigation arising from alleged acts or omissions relating to its activities undertaken within the scope of the Program and this Agreement.

11) Health and Safety

Federal and State laws clearly set forth the standards for achieving the necessary, beneficial goal of safe and health-wise working conditions. To ensure minimal on-the-job risk to volunteers, Stewards will follow the Respective Management Authority's health and safety policies, programs, and guidelines when administering their Programs. The success of this Program depends not only on the proper attitude of Stewards and volunteers toward injury and illness prevention, but the interpersonal attitude of each volunteer toward others. Cooperation by all volunteers under this Agreement is a key element to implementing and sustaining an effective health and safety program.

The Department is committed to ensuring proper training and information is provided to volunteers to ensure awareness of potential risks, to help them identify hazardous conditions and situations, and to be able to understand how to protect themselves while on the job. No volunteer is required to work at a job he or she believes is not safe. The cooperation of all volunteers is necessary to detect hazards and to suggest appropriate remedial measures.

12) Reporting Injuries

If any volunteer is injured while performing activities within the scope of the agreement, the injury must be reported to the Department contact as soon as possible and not later than by the close of business the next business day. The injured volunteer must inform any medical personnel that this will be a Worker's Compensation Claim. The injured volunteer should not pay out-of-pocket or utilize his/her personal medical insurance.

13) Special Conditions

Special conditions of this Agreement are:

1. 48-hour notification must be given to the appropriate Department contact, listed above, before commencement of any activity specified under this VSA.
2. No materials shall be removed from State property.
3. All standing trees over three (3) inches in diameter at breast height must have prior approval from the DEC contact before being cut. Prior DEC approval is not required to cut trees smaller than three inches in diameter at breast height that are within the trail corridor, however, such trees may be cut with hand saws only.
4. All downed trees within the trail corridor that are greater than twelve (12) inches in diameter

must have prior approval from the DEC contact before being cut.

5. The Department will handle all manufacturing and placement of trail markers, facility signs, and kiosk information.
6. Bog bridging and other trail improvements must have prior approval from the DEC contact before installation.
7. At least one trail maintenance trip will be scheduled soon after snow melt, for the purpose of clearing blowdowns and repairing damage.
8. Trails will be checked periodically over the summer for brushing and other maintenance needs.
9. Provide the Department each year by April 1st, for the preceding calendar year, an annual report which includes a summary of work projects and volunteer hours for the adopted trails as well as a list of the names of the volunteers maintaining the adopted trails, and the name of the particular trail or section of trail which each volunteer has been assigned.
10. Notify the Department contact person about the following issues when noted:
 - a) damaged, missing, needed, or inaccurate signs.
 - b) observation of unauthorized trails.
11. Notify the Department if heavy or an excessive amount of maintenance work is needed on the adopted trails.
12. Chainsaws may be used for clearing blowdown from the trails. The volunteer must notify the DEC contact and receive verbal approval prior to commencing the use of a chainsaw. Any person operating a chainsaw or working as a member of a saw crew for any purpose while undertaking the activities authorized by this agreement are required to wear personal protective equipment including, at a minimum, hard hat, eye protection, hearing protection, cut resistant chaps or pants, and appropriate boots that provide cut-resistant protection for the entire foot. Additionally, the chainsaw must be equipped with a properly functioning chain brake. In addition, any chainsaw operator must have had the following training:
 - a) First Aid, CPR, and Blood Borne Pathogen training, and
 - b) Completion of an approved chainsaw safety class that meets OSHA standards such as "Game of Logging Level 1", a USFS Chainsaw Safety Course, or one approved by the Department which includes safe working practices and hands on experience.

Certification of these trainings must be provided to the Department in advance of chainsaw use authorization.

STEWARD

By: Edward T. Lentz, Town Of New Lisbon Supervisor
(Print Name of Individual or Authorized Representative)

Address: 908 County Highway 16
Garrattsville NY 13425

Signature: 
(Individual or Authorized Representative)

Date: June 14, 2022

COMMISSIONER OF DEPARTMENT OF ENVIRONMENTAL CONSERVATION

By: _____
(Print)

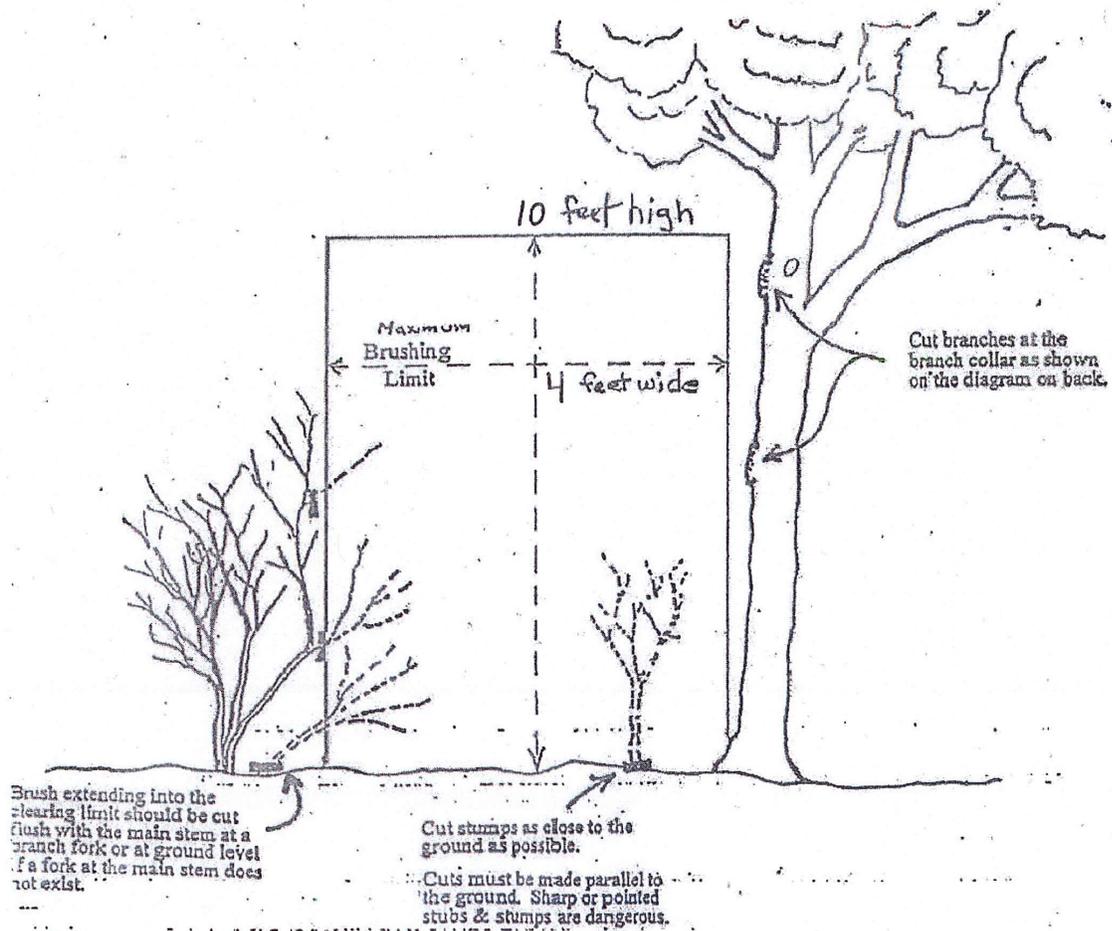
Signature: _____
(Authorized Representative)

Title: _____

Date: _____

New York State Department of Environmental Conservation

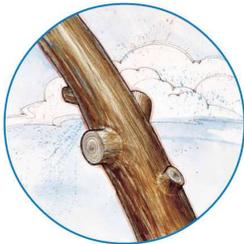
Trail Specifications



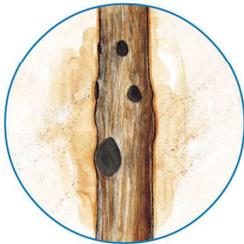
TREES need people

PRUNE IT RIGHT

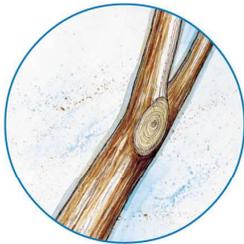
Improper Techniques



Leaving stubs.

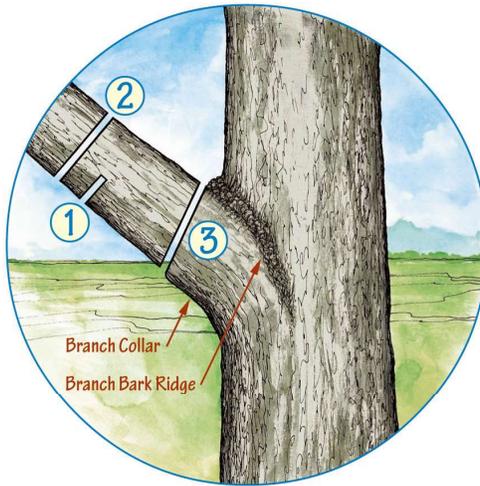


Using wound paint encourages decay.



Cutting flush to the trunk.

Proper Three-Cut Pruning Method



CUT ① Undercut a third of the way through the branch 12"-18" from the trunk.

CUT ② Cut the branch off, from the top, 2"-3" above the undercut.

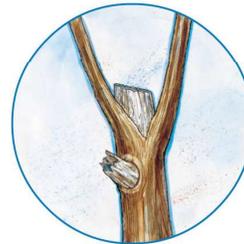
CUT ③ Remove the remaining stub by cutting outside the branch collar.

Avoid Topping

Topping occurs when the canopy is removed from a tree.



Topping is unsightly and weakens the tree.



Topping injures the tree and causes decay.



Topping looks unnatural and weakens the branches.

A properly pruned tree should not look pruned.



USDA Forest Service



PURDUE EXTENSION



FNR-199-W



Designed by Dan Anselmo - Ag Communication - Purdue University

Developed by Rita McKenzie, Nancy Holt, Bill Cheney - Department of Forestry and Natural Resources - Purdue University - 765-494-2091

Illustrations by Rick Moon

HOW TO PRUNE BRANCHES AND AVOID DAMAGE TO THE TREE

Always cut only branch tissue and avoid damaging the stem. This will allow the wound will to seal better.

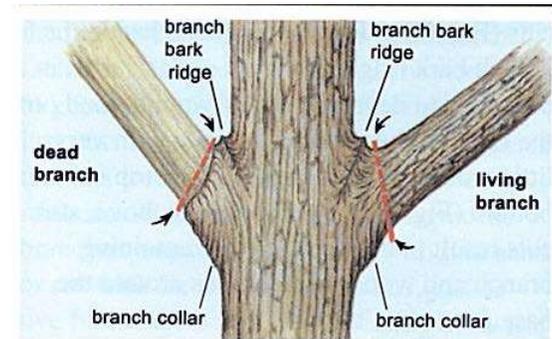
When pruning small branches with hand pruners, make sure the tools are sharp enough to cut branches cleanly without tearing.

PRUNING LIVING BRANCHES

Find the *branch collar* at the underside of the branch base and the *branch bark ridge* on the upper side. (Fig. A)

Cut as close as possible to the stem, but outside the branch bark ridge and branch collar so the stem is not injured. (Fig.

B) If the cut is too far from the stem, the stub prevents the wound from sealing.



A. Targetting the cut

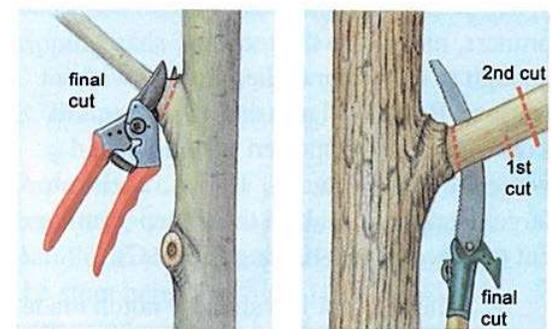
PRUNING LARGE BRANCHES

Branches large enough to require saws should be supported with one hand while cutting. If the branch is too large to support, make a three-step pruning cut to avoid ripping the bark. (Fig. C):

Cut a shallow notch on the underside of the branch, outside the branch collar. This prevents a falling branch from tearing the stem.

Cut outside the first cut, all the way through the branch, leaving a short stub.

Cut off the stub just outside the branch bark ridge/branch collar.



B. Cutting a small branch

C. Cutting a larger branch

PRUNING DEAD BRANCHES

The process for pruning dead branches is similar. Although the branch is dead, the branch collar and branch bark ridge are living tissue, so be careful to cut just outside them (Fig. A). Large dead branches should be supported with one hand or cut with the three-step method, just as with live branches.

NYS Department of Environmental
Conservation Division of Lands and Forests
Volunteer Stewardship
Coordination 518 402 9405

www.dec.ny.gov

Source: *How to Prune Trees*, Bedker, Peter; O'Brien, Joseph; Mielke, Manfred. 1995 USDA, Forest Service # NA-FR-01-95

Regional Attorney Contact Information

Region 1
Regional Attorney
50 Circle Road
Stony Brook, NY 11790-3409
(631) 444-0260
Nassau and Suffolk counties

Region 2
Regional Attorney
1 Hunter's Point Plaza
47-40 21st Street
Long Island City, NY 11101-5401
(718) 482-4009
Brooklyn, Bronx, Manhattan, Queens and State Island

Region 3
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21 South Putt Corners Road
New Paltz NY, 12561-1696
(845) 256-3164

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