



STEWARDSHIP AGREEMENT

Appendix II

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New York State Department of Environmental Conservation
Volunteer Stewardship Agreement (VSA)

BY: L+f

Stewardship Agreement Number: **##-#-ST-# -17-04-ST-01**

Stewardship Agreement Name: **Town of New Lisbon**

Project: **Hiking trail development, maintenance and grooming**

DEC Land unit(s): **Texas Schoolhouse State Forests, Otsego County**

This Agreement, is made between the **Town of New Lisbon**, residing at **908 County Road 16, Garrattsville, NY 13342**, hereinafter called the Steward; and the Department of Environmental Conservation of the State of New York, hereinafter called the Department.

WHEREAS, Section 301 of Article 3 of the Environmental Conservation Law authorizes a Volunteer Stewardship Agreement between the Commissioner and an individual, group or organization for the purpose of preserving, maintaining or enhancing natural resources or portion thereof in accordance with the policies of the Department; and,

WHEREAS, there is need for the services and support of volunteers provided through this Agreement to aid in the preservation, maintenance and enhancement of state-owned natural resources at minimum cost to the state;

NOW, THEREFORE, it is agreed that the terms of this Volunteer Stewardship Agreement will run from **December 31, 2016** to **December 31, 2021** and shall provide that the resource named in this Agreement be preserved and maintained in its natural state or managed to enhance or restore the value it provides, as set forth more fully in the activities specified in this Agreement and consistent with the policies of the Department. This Agreement may be amended upon the mutual written consent of both parties. No agreement shall exceed 5 years in length.

This natural resource is located on that certain tract(s) of land known as **Texas Schoolhouse State Forests**, and 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.

IT IS MUTUALLY AGREED THAT:

1) Activities

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

Establish and maintain designated foot trails on the above mentioned State Forest. The type of volunteer work permitted through the VSA program is restricted to that which can be accomplished with hand tools unless otherwise noted. Maintenance activities are described below and in the attached documents.

- ✓ Maintenance of designated foot trails:

Trail maintenance activities include clearing debris, cleaning water diversion devices, cutting of light brush as well as standing trees less than 6" in diameter, and downed trees less than 10" in diameter.

Trail maintenance will be conducted in accordance with DEC guidelines as shown on the attached diagram. Hiking Trail tread shall not exceed 48 inches in width, except where permitted by DEC staff.

Approved Maintenance vehicles: *SEE ATTACHMENT A*
~~Information required~~

- ✓ Only DEC approved signs, including those listed in the brochure may be used. All other signs must be removed from the trail. All signs will be attached with aluminum staples or aluminum nails. Signs will not be secured to Black Cherry, Red Oak or Sugar Maple trees.
- ✓ See attached diagram for trimming specifications.
- ✓ Gates may be unlocked and opened for trail maintenance, but must be locked upon completion of the maintenance project.
- ✓ Report all safety issues to the DEC Forester or Forest Ranger

ACTIVITIES WHICH WILL REQUIRE ADDITIONAL WRITTEN APPROVAL FROM THE DEPARTMENT:

- ✓ Establishing or laying out new trails.
- ✓ Re-routing existing trails
- ✓ Cutting standing trees 6" or greater in diameter
- ✓ Cutting downed trees 10" or greater in diameter
- ✓ Culvert installation
- ✓ Bridge construction
- ✓ Installation of any signage aside from DEC approved trail markers
- ✓ Use of a motor vehicle

2) Technical Services

Assistance provided by the Department shall consist of: _____
Individual project review, project specifications, and materials and supplies when available.

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 volunteer 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 Stewards 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 Road 16, Garratsville, NY 13342; (607) 965-2112**

The contact person for the **Department** is Nathan Funk, who may be reached at the following address, email and telephone number

NYSDEC, 65561 State Route 10, Suite 1, Stamford, NY 12167;
nathan.funk@dec.ny.gov; (607) 652-3694

5) Recognition

The Department may provide recognition of the 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 be modified in scope, or altered in any other manner, upon the express mutual agreement of the Department and the Steward. 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.

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.

9) Liability Protection

As volunteers, participants in the Program are provided with the same liability and workers compensation protection as salaried state employees, as long as they are acting within the scope and terms of the Agreement and have completed the required forms.

10) 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 co-volunteers. 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 the Stewards and volunteers to make them aware 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.

11) Reporting Injuries

If any volunteer is injured in the course of 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 first thing the next business day. The injured volunteer needs to tell any medical personnel that this will be a Worker's Compensation Claim. The injured volunteer should not pay out-of-pocket.

12) Special Conditions

1. *Department review and approval must be obtained before the steward can perform any work.*
2. *Operation of ATV's*
 - A. *Registered and insured ATV's may be used to transport personnel (registered volunteers), trail maintenance equipment, and materials to locations along the adopted trail, that is actively being maintained.*
 - B. *Those on ATV's must comply with all laws pertaining to the operation of an ATV. (i.e. helmets must be worn)*
 - C. *Direct communication must be made with the local Forest Ranger at least 24 hours prior to operating an ATV on state land.*
 - D. *Operation of ATV's will be limited to periods when trails are dry.*
 - E. *ATV use is not authorized for routine scouting of trails, or "trail sweeps".*
3. *No trees greater than 6" in diameter, measured 4 ½ feet above the ground may be cut without prior approval of the Regional Forester.*
4. *See attached information.*

Motorized Saws

Motorized saws (chainsaws or brush saws) can only be used if the operator can provide proof that he/she has the following equipment and training:

- ✓ First Aid, CPR and Blood Borne Pathogens Training
- ✓ Steel-toed safety boots with kevlar sides
- ✓ Gloves, chaps and a hard-hat with hearing protection and a protective face shield.

- ✓ Game of Logging Level 1 course, or an approved chainsaw safety video with an approved instructor present.

Term of this Agreement: **Five years (12/31/2016-12/31/2021).**

STEWARD

By: **Stacey Kazacos**_____

(Print)

Address: **908 County Road 16, Garrattsville, NY**
13342_____

Signature: _____

(Individual or Authorized Representative)

Date: _____

JANUARY 18, 2017

COMMISSIONER OF ENVIRONMENTAL CONSERVATION

By: _____

Michael Callan

(Print)

Signature: _____

(Authorized Representative)

Title: _____

Forester 2

Date: _____

1/23/2017

**List of Vehicles and Equipment Owned by the Town of New Lisbon That
Could Be Used to Build and Maintain the Designated Trails at Texas School
House State Forest (List compiled on 16 January 2017)**

1. 1985 Ford Dump Truck VIN: 1FDYK90W XFVA73340
2. 2013 Ford Super Duty Pickup Truck VIN: 1FTRF3B63DEB92001
3. Ingersoll Rand Roller 1993 ORYOAC
4. John Deere Bulldozer, 1995
5. Ford Tractor/Loader, A415068
6. New Holland Backhoe, 813762
7. Komatsu Wheel Loader, 2005, A73709
8. Volvo Motor Grader, 2009, 43090
9. International Tractor with Sickle Mower Model 484
10. Bandit Plus Wood Chipper, 1991
11. Small Tools:
 - Chainsaws
 - High reach pole saw