



STEWARDSHIP AGREEMENT

Appendix II

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

Stewardship Agreement Number: _____
Stewardship Agreement Name: WNYMBA
Project: Bike Trail Maintenance, Cattaraugus County, Region 9
DEC Land unit(s): Cattaraugus RA #5,8,13,16

This Agreement, is made between Western New York Mountain Biking Association, residing at PO BOX 743, Orchard Park NY 14127 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 August 14, 2014 to August 14, 2019 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 Little Rock City, McCarty Hill, Golden Hill State Forests, and situated in the Township(s) of Little Valley, Great Valley, Mansfield and Humphrey, County (ies) of Cattaraugus, DEC Region(s) 9, and the State of New York, containing 8,298 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:

Design, build and maintain sustainable single track mountain bike trail under direction of DEC Forestry staff. All new trail features, segments and improvements must be approved by a land manager.

This agreement does not give permission to cross or maintain trails on private land.

The Steward is responsible for acquiring landowner permissions to continue the trail onto adjoining private land and shall provide the state a copy of the signed documents. If the trail exits on state lands and intersects a town/county road before entering private property, no proof of landowner permission is required.

(See attached Special Conditions and other Attachments)

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(Use additional sheets and attach as a part of this Agreement, if necessary)

2) Technical Services

Assistance provided by the Department shall consist of:

Technical assistance and project supervision provided by DEC Forestry staff and Biologists, providing DEC Trail markers and trail signs, dealing with hazards or other problems beyond the ability of the Steward to deal with.

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 **Jim Allen –President,** who may be reached at the following address, email and telephone number **19 Ellicott Blvd., Tonawanda NY 14150, 716-316-8296 (Cell)716-695-0395 (Home)**
vindictivetirebaron@gmail.com.

The contact(s) person(s) for the **Department** are: **Daniel Shaffer –Principal Forestry Technician , 182 E. Union St., Suite 3, Allegany, NY 14706, (716)372-0645;**
Theresa Laurie-Forestry Technician, 178 Point Drive North, Dunkirk NY 14048, 716-363-2052

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.

The Departments Division of Lands and Forests Health and Safety Manual is located at: www.dec.ny.gov/regulations/2401.html

11) Reporting Injures

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

Special conditions of this Agreement are:

- A. Steward will follow The Departments Division of Lands and Forests Health and Safety Manual.** On request, a printed copy can be provided, and a PDF version is available on-line at: www.dec.ny.gov/regulations/2401.html
- B. Only the activities specifically authorized by this Agreement may be conducted.** This Agreement authorizes only routine maintenance and rehabilitation activities on the Mountain Bike Trails on the State Forests on page 1 of this Volunteer Stewardship Agreement.
- C. Trail Corridor Dimensions:** All maintenance on trails that are not located on roads open to motor vehicles will be confined to the following trail corridor dimensions:
 - a. The maximum clearing width shall not exceed 4 feet; the maximum clearing height is 8 feet, and tread width is 12-24 inches. Any trail widening over this width will need prior approvals from the department prior to construction. No man-made obstacles may be placed along the trail.
 - b. Trails that are located on Public Forest Access Roads that are open to the public for motor vehicle use and/or maintained by the Department for administrative motor vehicle use may be maintained to the width of the existing road bed.
 - c. Inform trail users of the degree of difficulty for each trail by either color coding signage or labeling on a map so that users of all abilities can select the appropriate trail for their level of mountain biking skill. This will be done to better prepare user, reduce any confusion and possible accidents.

D. Trail maintenance will consist of the following:

- a. *Removal of fallen trees and woody debris (blowdown)*: Trails will be cleared of fallen trees less than 10" in diameter, limbs, and branches. If possible, all cut material will be cut into lengths short enough to lay flat on the ground and dispersed clear of the trail corridor, out of sight, and not left in piles next to the trail.
- b. *Brushing*: Brushing of a trail means the cutting of live shrubs and saplings smaller than six inches in diameter at breast height. Brush may be cut within the approved trail corridor dimensions. All brush will be cut as close as possible to ground level in order to eliminate stubble and stumps. If possible, all cut material will be cut into lengths short enough to lay flat on the ground and dispersed clear of the trail corridor, out of sight, and not left in piles next to the trail. No standing trees greater than six inches in diameter at breast height may be cut. No standing trees shall be cut outside the existing cleared width of any trail unless additional written permission is obtained. Inform the Department of fallen timber that is blocking the trail.
- c. *Pruning*: Pruning is the removal of limbs and branches from live standing trees. Tree branches that extend into the approved trail corridor dimensions may be pruned. All pruning of tree limbs will be to between 0.5 and 1.5 inches from the main trunk or stem (see diagram). If possible, all cut material will be cut into lengths short enough to lay flat on the ground and dispersed clear of the trail corridor, out of sight, and not left in piles next to the trail.
- d. *Bridges, culverts and ditch maintenance*: Individual broken or worn planks on wooden bridges may be replaced in kind. Culverts and ditches may be cleaned using hand tools only. No bridges, culverts or trail hardening/drainage structures of any kind may be installed or replaced without additional written permission.
- e. *Removal of rocks*: No rocks from stacked stone walls or piles are to be used in the construction of trail facilities (ie stepping stones, fire ring, etc.). Removal of large individual imbedded rocks and stumps from the trail may be permitted.
- f. *Signs*: DEC has specific restrictions that apply to signs on State lands. Only those signs illustrated on the attached addendums may be placed on the trail. Requests for any other signs must be approved in advance by the Regional Forester. Signs on trees will be affixed with **aluminum nails** leaving an inch or more of nail sticking out for the tree to grow. Place the signs on lower value trees, or posts. (Lower value includes softwoods, damaged/diseased, or smaller trees.) Signs with the Departments name or logo will only be used on State Forests, not adjacent private land.
- g. *Inspection/reconnaissance trips*: Non-motorized inspection/reconnaissance trips may be undertaken at any time by the Steward. During such inspection/reconnaissance trips, the Steward shall record in a Trail Log all necessary construction and maintenance work they observe. Said Trail Log will describe necessary work by specific location and will be used to develop a Work Plan for the trail. The use of motor vehicles will not be permitted for inspection/reconnaissance trips.

- E. Motorized equipment:** Steward must follow the Departments Health and Safety Manual, located at www.dec.ny.gov/regulations/2401.html. Chainsaws, trail mowers, weed whackers and brush saws may be used, but only to perform the maintenance work authorized by this Agreement and any amendments thereto. All operators will wear protective equipment as specified in the Health and safety Manual. All protective equipment must be approved for its intended use by the American National Standards Institute and meet the requirements of the Occupational Safety and Health Administration.
- F. Motor vehicles may not be used on areas not open to public vehicle use without additional written approval from the DEC.** Requests to use motor vehicles must be made to the Departments Contact Person at least seven days in advance. The Department will determine whether or not trail conditions are suitable for such motor vehicle trip. No motor vehicle use will take place without the prior approval of the Department.
- G. All trail maintenance shall be accomplished volunteers who have filled out the Individual Volunteer Application or the Limited Use Volunteer Application.** At no time may the authority to perform the activities conveyed by this Agreement be delegated or assigned to any outside agency, organization or individual without prior Department approval.
- a. The Steward will insure that all volunteers performing any of the activities authorized by this Agreement are aware of all the requirements and limitations of this Agreement and those requirements and limitations are adhered to.
- H. Volunteer education:** The Steward will insure that all volunteers performing any of the activities authorized by this Agreement are aware of all the requirements and limitations of this Agreement and those requirements and limitations are adhered to.
- I. Notification:**
- a. Yearly, by March 31, the Steward will provide a summary report on hours worked on state land covered by this agreement. The attached Trail Maintenance Log may be used for this. This will also enable the Department to keep track of trail conditions and avoid duplication of effort.

- b. Yearly, the Steward will report group events (other than those organized for maintenance work). Information provided should include the type of event or activity; the number of participants; and the contact person. The information will be submitted to the Department by March 31 annually. The Group Activity Log may be used for this purpose.

DEC contacts for both sections a and b above are as follows:

Cattaraugus County- Daniel Shaffer- Principal Forestry Technician-(716) 372-0645.

- c. As soon as possible after discovery, the Contact Person will report unsafe trail conditions or bridges.
- d. The Contact Person will notify the Regional Forester or their designee if the Steward is unable for any reason to continue trail maintenance during the term of the Agreement.

J. Activities which will require additional written approval from the Department:

- a. Establishing or laying out new trails;
- b. Rerouting existing trails;
- c. Cutting standing trees 6" or greater in diameter;
- d. Cutting downed trees 10" or greater in diameter;
- e. Culvert installation;
- f. Bridge construction;
- g. Installation of any signage aside from DEC approved trail markers;
- h. Use of motorized vehicles including ATVs, four-wheel-drive vehicles and earth-moving equipment.
- i. Non-natural, manmade or constructed obstacles along the trail. Use of naturally occurring features such as rock outcroppings is acceptable, as long as they are natural and are not built.
- j. Widening of an existing trail over 24 inches wide, unless on an old road bed.

K. Amendments: Before any work not specifically authorized by this Agreement may be performed, it must be included in an approved amendment to this Agreement after on-site review by the Regional Forester or their designee.

Term of this Agreement: **5 Years; August 14, 2014 – August 14, 2019**

STEWARD

By: _____
(Print)

Address: _____

Signature: _____
(Individual or Authorized Representative)

Date: _____

COMMISSIONER OF ENVIRONMENTAL CONSERVATION

By: _____
(Print)

Signature: _____
(Authorized Representative)

Title: _____

Date: _____