



# **STEWARDSHIP AGREEMENT**

## Appendix II

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

Stewardship Agreement Number: 16-05-NO-01  
Stewardship Agreement Name: **Canada Lakes Conservation Association, Inc.**  
Project: **Kane Mountain and Lake Stewardship**  
DEC Land unit(s): **Ferris Lake Wild Forest & Shaker Mountain Wild Forest**

This Agreement, is made between Canada Lakes Conservation Association, Inc., residing at PO Box 483, Caroga Lake, NY 12032 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 **January 1, 2016 to January 1, 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 **(1) the Kane Mountain Fire Tower; (2) the official Kane Mountain trails approved in the Shaker Mt. Wild Forest unit management plan; (3) Nick Stoner Island in Canada Lake; and (4) designated campsites on Lily Lake approved in the Ferris Lake Wild Forest unit management plan; and (5) the West Lake Boat Launch.** The Kane Mountain fire tower and trails are situated on forest preserve lands within the Shaker Mountain Wild Forest. Nick Stoner Island and the Lily Lake campsites and the West Lake Boat Launch are located on forest preserve lands within the Ferris Lake Wild Forest, and situated in the Township(s) of **Caroga**, County of **Fulton**, DEC Region **5**, and the State of New York.



**IT IS MUTUALLY AGREED THAT:**

**1) Activities**

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

- a. Repair and maintenance of the Kane Mountain fire tower in accordance with Department specifications and standards
- b. Maintenance of the official Kane Mountain trails approved in the Shaker Mt. Wild Forest Unit Management Plan, in accordance with Department specifications and standards
- c. The removal of garbage from the area of the Kane Mountain tower, trails, Nick Stoner Island and Lily Lake campsites.
- d. The placement at the West Lake Boat Launch of a lake steward, who will educate the public about invasive aquatic plants and animals and assist in the inspection of motor vehicles, trailers, and boats and in the removal and proper disposal of any aquatic invasive plants or animals found during inspection.

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

**1) Technical Services**

Assistance provided by the Department shall consist of:\_\_\_\_\_

- a. Providing guidance to assure that educational activities at the fire tower and boat launch, educational activities and invasive plant inspection and disposal at the boat launch, and repair and maintenance efforts meet Department specifications and standards.
- b. Supplying materials needed in repair and maintenance work, and informational signage and an invasive plant disposal structure, to the extent that funding is available.

**2) 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).

- b) 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.
- c) 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.

### 3) Contacts

The contact person for the **Steward** is David Graves (President), who may be reached at the following address, email and telephone number PO Box 473, Caroga Lake, NY 12032, [graves.geneva@gmail.com](mailto:graves.geneva@gmail.com)

The contact person for the **Department** is Supervising Forester Barbara Lucas-Wilson, who may be reached at the following address, email and telephone number 701 South Main Street, PO Box 1316 Northville, NY 12134 [barbara.lucas-wilson@dec.ny.gov](mailto:barbara.lucas-wilson@dec.ny.gov) (518) 863-4545 ext 3002.

### 4) 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.

### 5) 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.

## 6) 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.

## 7) Liability Protection

As volunteers, participants in the Program are provided with the same liability and worker's 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**

Special conditions of this Agreement are:

The following activities are prohibited unless specifically authorized by this agreement or an amendment hereto:

- a. Trail relocation:
- b. Trail widening
- c. New trail construction
- d. The removal of rocks or earth moving activity
- e. The cutting of any tree three inches or larger in diameter at breast height
- f. The construction, repair, or replacement of ditches, culverts, waterbars, bridges, or other structures or improvements
- g. The placement of any material/fill or any construction activity that may impact wetlands.

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

13. **Only the activities specifically authorized by this agreement may be conducted.**

### 14. **Fire Tower and Observer's Cabin**

Work affecting the Kane Mountain fire tower will be limited to the maintenance of the structures in keeping with their historic design and appearance. No work may be conducted without the advance written permission of the Department in the form of a completed "Application for Routine Maintenance Projects on Forest Preserve Land" (**Attachment A**) which has been signed by the Regional Forester.

### 15. **Trail Corridor Dimensions**

All trail maintenance work on foot trails will be confined generally to within two feet of the center line of the trail, for a total trail corridor width of four feet. The trail clearing height of foot trails is eight feet from ground level.

### 16. **Removal of Fallen Trees and Woody Debris (Blowdown)**

Trails will be cleared of fallen trees, limbs, and branches. All cut material will be cut into lengths short enough to lie flat on the ground, and dispersed clear of the trail corridor, out of sight if possible, and not left in piles next to the trail.

### 17. **Brushing**

Brushing of a trail means the cutting of live shrubs and saplings smaller than 3 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. All cut material will be cut into lengths short



enough to lie flat on the ground, and dispersed clear of the trail corridor, out of sight if possible, and not left in piles next to the trail. **No standing trees 3 inches in diameter or larger at breast height may be cut.**

18. **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. All cut material will be cut into lengths short enough to lie flat on the ground, and dispersed clear of the trail corridor, out of sight if possible, and not left in piles next to the trail.

19. **Bridge, Culvert, Waterbar and Ditch Maintenance**

Individual broken or worn planks on wooden bridges may be replaced in kind. Culverts, waterbars, and ditches may be cleaned using hand tools only. **No bridges, culverts, waterbars, trail hardening or drainage structures of any kind may be installed or replaced unless specified in a signed routine maintenance request form signed by the Regional Forester.**

20. **Trail Markers and Signs**

DEC has specific restrictions that apply to trail markers and signs on State lands. The wording, color, size, and placement of all trail markers and signs must be approved by the Supervising Forester or his designee prior to any trail marker or sign placement. Trails will be marked in accordance with DEC trail marking standards (**Attachment B**). All requests for trail markers and signs must be submitted to the Supervising Forester or his designee.

21. **Motorized Saws**

Chain saws and brush saws may be used, but only to perform the maintenance work authorized by this agreement and any amendments hereto. Chainsaws and brush saws can be used only if the operator wears boots that provide cut resistant protection for the entire foot, gloves, safety chaps and a hardhat with hearing protection and a protective face shield. Chainsaw operators also must be able to provide proof that they have received First Aid, CPR and Blood Borne Pathogens training, and have attended a Game of Logging Level 1 course or viewed an approved chainsaw safety video with an approved instructor present.

22. **Motor Vehicles**

Motor vehicles may only be used on roads open to motor vehicle use by the general public.

23. All maintenance work authorized by this agreement shall be accomplished by the Steward. At no time may the authority granted by this agreement to perform maintenance activities on State lands be delegated to any outside agency, organization or individual without prior Department approval.



24. Whenever any of the activities authorized by this agreement is conducted, at least one member of the work party will carry a copy of this agreement for presentation upon demand to the Supervising Forester or his designee.
25. 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 that such requirements and limitations are adhered to.
28. **Fund Raising Activities**  
No commercial activity is permitted on state lands. Activities on state lands related to the raising of funds to support the purposes of this agreement will be limited to the distribution of information. The sale of goods or the acceptance of donations will be conducted off state lands.
30. **Lake Steward at West Lake Boat Launch**  
The Steward may place a person at the West Lake Boat Launch to serve as a lake steward. The activities of the lake steward will conform with specifications and standards approved by the Department, and generally consist of:
- a. Educating the public about the identification of aquatic invasive plants and animals, their potential ecological and recreational impacts, and measures to prevent their introduction and spread.
  - b. Assisting the public by asking to inspect motor vehicles, trailers, and boats for the presence of invasive plants and animals, if invited, conducting inspections.
  - c. Collecting and disposing of invasive plants and animals found during inspections.
31. **Notification**  
The Steward will designate one person to act as coordinator. This individual will be responsible for communicating with the appropriate Supervising Forester or his designee as follows:
- a. **Within one week of every election of officers**, the Steward will notify the supervising forester in writing of the names, addresses, telephone numbers and e-mail addresses of all officers. The Steward also will notify the supervising forester of any change in the name, address, telephone number or e-mail address of the contact person.
  - b. **At least two weeks before each work project**, the Steward will provide the Department contact person information about the location and type of work to be performed and the names of those who will be doing the work. All proposals to do work that will affect the Kane Mountain fire tower or to install or replace bridges, waterbars, trail hardening or drainage structures of any kind on trails will be submitted to the Supervising Forester on the form, "Application for Routine Maintenance Projects on Forest Preserve Land" (**Attachment A**), and the work may not begin until the form has been signed



by the Regional Forester. The Steward will notify the Department contact person within 48 hours of completing the work.

- c. **Within one week after the completion of routine maintenance activities**, or other activities authorized through an amendment to this agreement, the Steward will report the details of the work accomplished. The Supervising Forester or his designee will verify this report through on-site inspections to assure that the work was accomplished in compliance with the agreement conditions. This will also enable the Department trail crew to keep track of trail conditions and avoid duplication of effort.
- d. **By December 31 of each year**, the Steward will submit a report to the Supervising Forester or his designee on the form, "Division of Lands & Forests, Interior Facilities Maintenance Report" (**Attachment C**), giving a detailed account of work accomplished and the number of person-hours spent on trail maintenance activities.
- e. The Steward will notify the Supervising Forester of any injury sustained by any volunteer **within 24 hours** of the incident.
- f. As soon as possible after discovery, the coordinator will report unsafe trail conditions or bridges.
- g. The coordinator will notify the Supervising Forester or his designee if the Steward is unable for any reason to continue trail maintenance during the term of the agreement.
- h. **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 Supervising Forester or his designee.



Term of this Agreement January 1, 2016 – January 1, 2021

**STEWARD**

By: DAVID P. GRAVES  
(Print)

Address: P.O. Box 473, 117 CITANNEK RD.  
CAROGA LAKE, NY 12032

Signature: David P. Graves  
(Individual or Authorized Representative)

Date: MAY 23, 2016

**COMMISSIONER OF ENVIRONMENTAL CONSERVATION**

By: Robert S. Stegemann  
(Print)

Signature: Robert S. Stegemann  
(Authorized Representative)

Title: Regional Director - Reg. 5

Date: 6/17/16













## SIGNING TRAILS ON STATE LANDS

All trails on public lands are signed according to the regulations of the managing Agency, such as the Department of Environmental Conservation, the Canal Corporation, Department of Transportation, and Parks. Trail maintenance organizations need to abide by signing considerations as stated in the Agency permit to the trail maintenance organization. As Agencies develop and publish their respective trail signing regulations and guidelines, appropriate notification will be made to trail maintenance organizations.

### **Snowmobile Trail Sign Standards for Snowmobile Trails located on New York State Forest Preserve, Reforestation and Wildlife Management Areas**

The location and design of snowmobile trail signs on lands administered by the New York State Department of Environmental Conservation (DEC) known as the Forest Preserves, State Reforestation and Wildlife Management Areas will reflect the laws, policies and guidelines in place for the management of these areas.

On lands administered and managed by the DEC, the following criteria will be followed regarding the placement of signs on snowmobile trails or trail segments that cross these areas:

1. Replacement of signs on DEC managed lands will be done under authorization of an approved **Adopt A Natural Resource Agreement (AANR)** or a **Temporary Revocable Permit (TRP)** from the Regional DEC office. Initial placement of signs on DEC managed lands requires a DEC approved work plan.
2. Snowmobile trails will be marked with standard **DEC trail markers**.
- 3a. At intersections and access points, snowmobile corridor number and intersection number information may be posted. Corridor number and intersection number information will be incorporated on **DEC brown and yellow trail sign boards**. Sign boards will be designed to limit the number of signs needed at an intersection.
- 3b. If a DEC sign board containing trail intersection and corridor information is not available for a particular intersection, a **Parks Corridor Trail Sign and Intersection Sign** may be posted until a sign board becomes available. Sign boards are preferred and should eventually replace Parks Corridor and Intersection Trail Signs.
4. When a trail or trail segment enters any of these lands, a standard DEC "**State Forest**", "**Forest Preserve**", or **other DEC boundary sign** will be placed at the trail entrance identifying the fact that the trail is now entering DEC-managed State lands.
5. At the Regional land manager's discretion, a **Trail Sign Plan** may be required for each trail that involves travel on DEC lands. A sign plan will include a description of the signs that are determined necessary along that route.
6. Restraint will be exercised in the placement of signs along these trails or trail segments. The necessity for **additional signs** based on safety considerations will be established on a case-by-case basis in consultation with DEC. The following are the preferred signs for public safety at appropriate locations: **Stop** 12x12 (road crossings and heavily used trail intersections); **Stop Ahead**; and **Caution**.