

CP-58 Volunteer Stewardship Agreements

New York State Department of Environmental Conservation

DEC Policy

Issuing Authority: Commissioner Joseph J. Martens

Date Issued: August 9, 2013

Latest Date Revised:

I. SUMMARY

The purpose of this policy is to foster public participation in the Department's Volunteer Stewardship Program ("the Program").

II. POLICY

It is the Department's policy to foster public participation in the Program to help preserve, maintain and enhance the lands and facilities under the Department's jurisdiction at minimum cost to the state.

III. PURPOSE AND BACKGROUND

The Department of Environmental Conservation is responsible for the management of more than four million acres of state land and conservation easements and numerous facilities under its jurisdiction. From forests and lakes to parks and campgrounds, it is an enormous undertaking to preserve and protect such vast and diverse environmental resources. The Department's ability to adequately maintain these resources is greatly enhanced with the help of many individuals and groups that volunteer their time and talent to help preserve and enhance these resources for all to enjoy.

Pursuant to the powers set forth in ECL § 3-0301, the Department has made use of volunteers for a wide range of activities. Such activities may involve remediating vandalism, picking up litter and trash, establishing or maintaining trails, providing interpretive services for school groups and other citizens, managing fish and wildlife habitats, or otherwise providing positive benefits to state land and facilities.

This Policy establishes the procedures the Department will use to consider stewardship proposals made by individuals and groups through the Program Application process. At its sole discretion, the Department may provide the assistance of personnel, facilities and supplies in support of the activities described in the subsequent Agreement. Consistent with all other laws and regulations, stewardship activities may be recognized by the placement of appropriate signs on or

near the designated stewardship area. Other forms of recognition, including but not limited to certificates, press releases, and newsletters may be provided as the Department deems appropriate.

IV. RESPONSIBILITY

The responsibility for interpretation and update of this document, and overall management shall reside with the Department's Office of Natural Resources and the Office of Administration, or its successor.

V. PROCEDURE

The Department will invite and encourage individuals and groups to become active supporters of state land management through participation in the Program. Participants will be informed about the purpose of the Program, the procedures for entering into Volunteer Stewardship Agreements, and the responsibilities that go along with becoming a volunteer under this Program.

These procedures are to ensure that any stewardship activities undertaken through this Program must assist the Department in meeting its state land management objectives at minimum cost to the state. Volunteer Stewardship Program applications should be submitted to the appropriate Respective Management Authority.

The following guidelines provide the basis for Respective Management Authority review of stewardship proposals to decide their suitability for achieving Department objectives, their prospect for satisfactory completion, and the availability of Department staff for oversight and support.

A. APPLICATION PROCESS

1. Individuals or groups who wish to volunteer their services to the stewardship of state lands shall be given an application and information describing the Program.
2. A "Volunteer Stewardship Program Application" (Appendix I) shall be submitted to the Respective Management Authority by the individual or authorized representative of the group or organization.
3. In addition, each volunteer participating in the Program must fill out either the standard "Volunteer Application" (Appendix III) or the "Limited Use Volunteer Application" (Appendix IV), to participate in volunteer activities. An application form must be submitted for each individual, or in the case of groups and organizations, for each member, that will participate in any activity set forth in the Agreement.
 - a. Appendix III - Volunteer Applications will remain valid for the life of the Agreement subject to periodic updates. In the event a volunteer's personal and/or contact information changes, a new application form must be completed.
 - b. Appendix IV - Limited Use Volunteer Applications will be used for Stewards who are participating for a short time frame, up to five (5) consecutive days.
4. Each group or organization shall provide the Department with a list of individuals who are authorized to act as an "initiator" and/or "supervisor" for the purpose of initiating the volunteer

applications found in Appendix III and Appendix IV for each member of the respective group or organization who will be performing volunteer activities pursuant to the Agreement. All original and completed volunteer application forms must be submitted to the Respective Management Authority for further processing.

5. Activities must comply with all applicable state and local laws, regulations, policies, and approved Unit Management Plans, Recreation Management Plans and Department work plans. In the absence of a plan, interim authorization of activities may be given by the Respective Management Authority. The Department may consider factors such as safety, environmental sensitivity, need, and cost in determining which state lands and activities may be eligible or appropriate for an Agreement.

B. ENTERING INTO THE AGREEMENT

1. Upon approval of the Volunteer Stewardship Program Application, the Respective Management Authority and the Steward shall review the proposed stewardship activities and other conditions of the Agreement.

2. An Agreement shall be completed and signed by both the Department and the Steward for each approved Volunteer Stewardship Program Application. Project specific conditions shall be a part of all Agreements, including provisions for training and for equipment related to the protection of the health and safety of volunteers.

3. Stewardship activities may be amended in the Agreement only by the express mutual consent of the Department and the Steward.

4. The Department may immediately suspend all stewardship activities and revoke the Agreement at any time during the term of the Agreement, at its sole discretion. If the Steward wishes to terminate the Agreement, he/she/it shall provide the Department with thirty (30) days written notice.

5. Stewardship activities shall be evaluated by the Respective Management Authority annually to determine whether they merit continuation or modification.

6. As volunteers in this Program, participants 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 comply with the Department's guidelines for use of volunteers.

7. The Department may provide recognition of the stewardship activities by appropriate signage on or near the designated stewardship area, facility or by such other means as it may deem appropriate.

8. The Commissioner authorizes the Department's Regional Directors to enter into Volunteer Stewardship Agreements on his or her behalf.

9. Generally, Volunteer Stewardship Agreements will be issued by the Regional Office having Respective Management Authority over the natural resource(s), facility(ies) and activity(ies) that is/are the subject of the Agreement; however, Agreements involving activities in more than one Region may be issued provided that they are signed by the Director of each Region having Respective Management Authority over the natural resource(s), facility(ies) and activity(ies) involved.

10. Copies of all approved Agreements shall be forwarded to the appropriate Respective Management Authority (Division or Region), and to the appropriate Division in the Central Office, Albany.

11. Copies of completed volunteer applications must be maintained by the appropriate Region or Division having Respective Management Authority over the subject Agreement and in accordance with Records Retention Policies (three years from the date participation ends).



VOLUNTEER STEWARDSHIP APPLICATION

Appendix I

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

Completed application(s) should be submitted to the appropriate DEC personnel responsible for the management of the lands or facility which you are interested in volunteering. Contacts can be found by accessing the Regional Office contacts webpage at www.dec.ny.gov/about/50230.html or by calling (518) 473-9518.

A. Applicant Information

Name: _____
(Print)
Address: _____
City, State, Zip: _____
Telephone: Home _____ Work/Cell _____
Email: _____

B. The activities of the Steward will be performed as (check one):

An Individual _____ An Organization* _____ A Group* _____
*If activities are to be performed as an organization or group, please indicate:

Group Name: _____
Group Address: _____

Your position or authority: _____

C. Location of the natural resource(s) and/or facility

Town(s): _____

County(s): _____

DEC Region(s): _____

DEC Management Unit(s): _____

Site/Facility Name: _____

D. Proposed activity/activities:

Please describe the activities you would like to perform as a Steward:

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

E. Proposed Term of Agreement (check most appropriate):

- one day, one week, season (give dates) _____,
- one year, ongoing (up to 5 years).

In addition to this application, it may be necessary to complete administrative forms and provide a copy of the by-laws or charter of the organization(s) or group(s) that are involved in the Volunteer Stewardship Program.

Applicant Signature: _____

Date: _____

APPENDIX II

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

VOLUNTEER STEWARDSHIP PROGRAM

AGREEMENT

Stewardship Agreement No: _____
Project: _____
DEC Land Unit(s): _____

This Agreement, is made between _____,
residing at _____,
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 _____ to _____ 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 _____,
and situated in the Township(s) of _____, County(ies) of _____,
DEC Region(s)____, and the State of New York, containing _____ 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:

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

2) Technical Services

Assistance provided by the Department shall consist of:

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 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 _____, who may be reached at the following address, email and telephone number _____

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

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

Special conditions of this Agreement are:

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

Term of the Agreement _____

STEWARD

By: _____
(Print)

Address: _____

Signature: _____
(Individual or Authorized Representative)

Date: _____

COMMISSIONER OF ENVIRONMENTAL CONSERVATION

By: _____
(Print)

Signature _____
(Authorized Representative)

Title _____

Date: _____

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INDIVIDUAL VOLUNTEER APPLICATION

Appendix III

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

| | | | |
|---|---|--|---------------------------|
| A. Applicant Information | | Stewardship Agreement Number | |
| Name: (First, MI, Last) | | | Telephone: (Home/Cell) |
| Address: (No. and Street) | | | Email Address: |
| City, State, Zip Code: | | | |
| B. If a volunteer is working with minors or will be driving to perform activities as outlined in the Stewardship Agreement they must fill out the questions below about criminal convictions. All other volunteers may skip Section B. | | | |
| Have you ever been convicted of any crime (felony or misdemeanor)? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | |
| Are you currently under charges for any crime? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | |
| If you answered "yes" to either of the above questions, please explain in Section F below or attach a separate sheet. None of the above circumstances represents an automatic bar to volunteer for work. Each case is considered and evaluated on individual merits in relation to the duties and responsibilities of the position(s) for which you are applying. | | | |
| C. Emergency Contact: | | | |
| Name: _____ | | Daytime Telephone Number _____ | |
| D. Are You Under 18 Years of Age? (If yes, a parent or guardian must sign below.) | <input type="checkbox"/> Yes <input type="checkbox"/> No | Date of Birth: | _____ (mm/dd/yy) |
| PARENT/GUARDIAN PERMISSION (Only if Volunteer is under 18 years of age) | | | |
| Print Name: _____ | | Signature: _____ | |
| Relationship to Volunteer: _____ | | Date: _____ | |
| I certify that the answers on this Volunteer form are correct to the best of my knowledge and belief and that a false statement knowingly made may be considered cause for termination of volunteer service. | | | |
| Volunteer's Signature: _____ | | Date: _____ | |
| <ul style="list-style-type: none"> ➤ The Steward initiator must verify the volunteer's identity before signing and submitting this application to the Department. ➤ A photocopy of the volunteer's driver license must be attached to this application if the volunteer will be driving a state or personal vehicle to perform activities as outlined in the Stewardship Agreement. | | | |
| E. Stewardship Agreement Name: | | | |
| Initiated by: (individuals authorized in the Stewardship Agreement) | | | |
| Signature: _____ | | Date _____ | |
| DEC Respective Management Authority or his/her designee | | | |
| Signature _____ | | Date _____ | |
| F. Remarks or additional information: | | <input type="checkbox"/> Additional information attached | |
| | | | |

Requests for reasonable accommodations necessary to insure full participation in our interview and selection process should be addressed to the NYS DEC Affirmative Action Officer, 625 Broadway, Albany, New York 12233.

THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION DOES NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, NATIONAL ORIGIN, GENDER, RELIGION, SEXUAL ORIENTATION, AGE, MARITAL STATUS OR DISABILITY IN EMPLOYMENT OR PROVISION OF SERVICES.

This form must be completed for each volunteer. Completed volunteer application forms must be forwarded to the Respective Management Authority or his/her designee who will maintain copies of completed volunteer applications for the life of the Agreement, plus 3 years. The information on this form is necessary to be certain that volunteers are covered by the Workers' Compensation.

Volunteers are defined by 1) individuals performing tasks traditionally reserved for volunteers, i.e., they are not being used to supplant paid staff in performing staff activities; 2) the individuals are not being required to work certain hours or perform duties involuntarily; and 3) the individuals receive no remuneration for their activities. Volunteers under 18 years of age are not required to obtain employment certificates (working papers).

Questions concerning this form or the VSA Program may be directed to the DEC contact person. DEC Contacts may be found by accessing the Department's Regional Office Contacts link at www.dec.ny.gov/about/50230.html or by calling (518) 473-9518 during normal business hours.

PERSONAL PRIVACY PROTECTION NOTIFICATION

The information you are providing on this application is being requested to meet the Department's legal obligations. It will be used in accordance with Section 96 of the Public Officers Law. Failure to provide the requested information may result in your disqualification as a volunteer. The information will be maintained by the Director of Personnel, Department of Environmental Conservation, 625 Broadway, Albany, New York 12233 (518) 402-9273.

(08/05/13)



LIMITED USE VOLUNTEER APPLICATION

Appendix IV

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

This application is for Stewards who are volunteering for a short period of time; up to, but no more than five (5) consecutive days. Examples of appropriate use of this application include: national trails day event, riverbank clean-ups, etc. A Supervisor must be present at all times. Volunteers cannot drive or be a passenger in a State vehicle. Completed application(s) should be submitted to the appropriate DEC contact. Department contacts can be found by accessing the Regional Office contacts link at www.dec.ny.gov/about/50230.html

| | | | |
|---|--|-------------------------|----------------|
| Stewardship Agreement Number: <small>(from Volunteer Stewardship Agreement)</small> | | | |
| Stewardship Agreement Name: <small>(from Volunteer Stewardship Agreement)</small> | | | |
| Work Location | | Date(s) of Work: | |
| Supervisor: | | DEC Contact: | Region: |
| Name of volunteering organization(s), if any: | | | |

Volunteer Information A volunteer must be at least 18 years of age; or a parent or legal guardian must be present and sign this form. Supervisor must initial in the box next to each volunteer's name after verifying identification.

| | | | |
|--|--|-----------------------------------|--|
| Name: | | Supervisor Initials: | |
| Address: | | City, State, Zip: | |
| Emergency Contact Name: | | Emergency Contact Phone #: | |
| Volunteer or Parent/Guardian Signature: | | | |
| Name: | | Supervisor Initials: | |
| Address: | | City, State, Zip: | |
| Emergency Contact Name: | | Emergency Contact Phone #: | |
| Volunteer or Parent/Guardian Signature: | | | |
| Name: | | Supervisor Initials: | |
| Address: | | City, State, Zip: | |
| Emergency Contact Name: | | Emergency Contact Phone #: | |
| Volunteer or Parent/Guardian Signature: | | | |
| Name: | | Supervisor Initials: | |
| Address: | | City, State, Zip: | |
| Emergency Contact Name: | | Emergency Contact Phone #: | |
| Volunteer or Parent/Guardian Signature: | | | |

| | | | |
|---|--|----------------------------|--|
| Name: | | Supervisor Initials: | |
| Address: | | City, State, Zip: | |
| Emergency Contact Name: | | Emergency Contact Phone #: | |
| Volunteer or Parent/Guardian Signature: | | | |

| | | | |
|---|--|----------------------------|--|
| Name: | | Supervisor Initials: | |
| Address: | | City, State, Zip: | |
| Emergency Contact Name: | | Emergency Contact Phone #: | |
| Volunteer or Parent/Guardian Signature: | | | |

| | | | |
|---|--|----------------------------|--|
| Name: | | Supervisor Initials: | |
| Address: | | City, State, Zip: | |
| Emergency Contact Name: | | Emergency Contact Phone #: | |
| Volunteer or Parent/Guardian Signature: | | | |

| | | | |
|---|--|----------------------------|--|
| Name: | | Supervisor Initials: | |
| Address: | | City, State, Zip: | |
| Emergency Contact Name: | | Emergency Contact Phone #: | |
| Volunteer or Parent/Guardian Signature: | | | |

| | | | |
|---|--|----------------------------|--|
| Name: | | Supervisor Initials: | |
| Address: | | City, State, Zip: | |
| Emergency Contact Name: | | Emergency Contact Phone #: | |
| Volunteer or Parent/Guardian Signature: | | | |

| | | | |
|---|--|----------------------------|--|
| Name: | | Supervisor Initials: | |
| Address: | | City, State, Zip: | |
| Emergency Contact Name: | | Emergency Contact Phone #: | |
| Volunteer or Parent/Guardian Signature: | | | |

Supervisor Summary: Were there any injuries? No Yes

If Yes, the injury must be reported to the Department contact as soon as possible, but in no event later than the next business day. The injured volunteer should inform any medical personnel that the treatment should be covered under Worker's Compensation. The injured volunteer should not be required to pay out-of-pocket.

| | | | |
|--------------------------------|--|-------------|--|
| Supervisor's Signature: | | Date | |
|--------------------------------|--|-------------|--|

Once signed by the Supervisor, this form is to be retained in the Regional Office.