

MEMORANDUM OF UNDERSTANDING

Between

XXXXXX

AND

New York-New Jersey Trail Conference

The **XXXXXX** (Town) is a town in **XXXXXX**, **XXXXXX**. Notifications of problems are made to the **XXXXXX**.

The New York-New Jersey Trail Conference (Trail Conference) is a not-for-profit membership association engaged in the protection, management, and maintenance of publicly accessible and authorized trails in the New York-New Jersey metro area.

Section 1 - Purpose

1.1 This Memorandum of Understanding (MOU) is to plan, develop, maintain, and protect trails within the lands owned by the **XXXXXX** and managed by their **XXXXXX** with assistance from volunteers organized by the Trail Conference.

1.2 This MOU applies to the trails in **park(s)** in the **XXXXXX**. It may be amended in writing to include additional trails in parks owned by the **XXXXXX** and any parkland acquired by the **XXXXXX** after the date of this MOU

Section 2 - Introduction to the Trail Conference

2.1 Since its founding in 1920, Trail Conference volunteers have built and currently maintain over 1,700 miles of publicly accessible and authorized trails in the New York-New Jersey area. Upon request, the Trail Conference will provide a list of trails they maintain.

2.2 The Trail Conference has adopted a *Trail Management Guide* and a *Trail Maintenance Manual*, which contains its policies, practices, and procedures for building and maintaining hiking trails. The Trail Conference has provided a copy of these documents to the **XXXXXX**.

2.3 The Trail Conference recruits, trains, and deploys volunteers to plan, build, and maintain hiking trails. In addition to basic training in trail maintenance, safety, use of hand tools, and reporting procedures, the Trail Conference offers advanced training in trail design and construction, chainsaw safety and use, mapping, environmental monitoring, and trail leadership.

2.4 Trail Conference volunteers provide the tools they need for routine trail maintenance. Trail maintainers do not use power tools, such as chainsaws or drills. However, certain Trail Conference volunteers, who are trained in the safe use of chainsaws and other power tools, may use them when required and that individual has been approved by the Trail Conference.

2.5 In accordance with the *Trail Management Guide* and unless otherwise specified by the **XXXXXX**, Trail Conference maintainers, supervisors, and chairs will handle trail relocations and improvements with or without prior approval of the Town depending on the magnitude and urgency of the relocation

or improvement. Regardless of the need for prior consultation, all trail relocations and improvements are included in semiannual reports.

2.6 Specify what user groups are prohibited Mountain bikes, equestrians and motorized (non-official) vehicles are prohibited on all the trails that are covered by this MOU.

Section 3 - Responsibilities of the Trail Conference

The Trail Conference shall:

3.1. Supply trained maintainers who provide their own tools, work independently, and schedule their work trips at their own convenience. They report to a supervisor who in turn regularly communicates with the regional trail committee chair. Either the supervisor or committee chair shall advise the Department of Parks and Recreation on conditions and problems that have been so noted.

3.2 Assign maintainers who are members of the Trail Conference, as per Trail Conference practices. The maintainers visit and report on their assigned trail segment at least twice a year (spring and fall) and more frequently when conditions require. At these times the maintainers:

1. Blaze the trails and rebuild cairns;
2. Clip and trim brush to keep the trail open and passable;
3. Clean water bars and their outflow channels to control erosion;
4. Remove fallen trees and limbs, except when too large to handle with hand tools;
5. Remove litter and graffiti (if possible); and
6. Report trail conditions and problems to their volunteer supervisor.

3.3. Provide the Mountain bikes. with a site specific trail plan for all new trails. These plans will be written by one of the Trail Conference's experienced trail designers and are to be approved by the XXXXXX..

3.4. Schedule major projects to restore or relocate trails with conditions which are due to but not limited to poor design, environmental impacts, severe weather, overuse, motorized vehicles, and other factors. Such major projects require the advance approval of the Town's Department of Parks and Recreation and are performed and scheduled by the Trail Conference subject to availability of materials and labor.

3.5. Only certified chain sawyers are permitted to operate chainsaws and their work does not require prior permission to remove blowdowns.

3.6. Have general liability insurance coverage for its volunteers performing their assigned tasks.

Section 4 - Responsibilities of the XXXXXX.

The XXXXXX shall:

- 4.1. Obtain, as needed and at its discretion, any licenses, permits, and approvals for the construction of any improvements to the land, such as trails, bridges, lean-tos, privies, retaining walls, or buildings of any kind. Where engineering plans, designs, or surveys are required, the Town shall obtain the required plans and permits.
- 4.2. Supply materials for bridges, boardwalks, puncheons, kiosks, signs, and tag blazes.
- 4.3. Conduct environmental impact surveys and the filings of any applications, forms, or reports that may be required by any level of government or by a granting or regulatory agency.
- 4.4. Arrange for the transportation of materials for construction of bridges, boardwalks, etc to the nearest location to the work site that a vehicle may approach such as a parking area or trailhead.
- 4.5. Be responsible for the stewardship of the land and its trails including the enforcement of rules that govern the use of the trails by the public

Section 5 - Joint Responsibilities

- 5.1 Apply for grants to provide materials for the construction of bridges or other structures along the trails
- 5.2 Provide the verbiage for signs which, if used at trailhead are to include that the Trail Conference maintains the trails.
- 5.3 Seek out and find suitable projects for youth, school, civic, and corporate groups wishing to assist with trail projects

Section 6 - Modification or Termination

- 6.1 The parties may modify this MOU in a writing signed by both parties. Either party may withdraw from the relationship described above upon 90 days written notice to the other party.

Dated:

Approved by

XXXXXX.
Supervisor
Town of XXXXXX

Edward Goodell,
Executive Director
New York-New Jersey Trail Conference