

**Kent Conservation Advisory Committee, Town of Kent,
Meeting Minutes, September 18, 2013**

Attendees

Committee members: Anne Balant-Campbell; Bill Buck, Dave Ehnebuske, Beth Herr, Phil Tolmach, Bill Volckmann. Town Board Liaison: Lou Tartaro. Visitors: Jean Ehnebuske.

The meeting was called to order at 7:05 PM.

1. Chair's report

Town of Kent "Open House"

Chair Beth Herr reminded the CAC of the "Open House" the Town of Kent is hosting from 11 AM – 4 PM on Saturday, September 28. She will be representing the CAC. She plans to display a map of the Town of Kent and ask those who stop by to indicate where they live with stickers. It will be a good opportunity to answer questions, promote the CAC website, and provide information about the CAC.

Conference on the Environment

Although the Chair will be unable to attend the Conference on the Environment from October 3 – 5 in Buffalo, she encouraged other CAC members to go. She also offered to help anyone interested in going with the paperwork.

2. Kentcac.info

Dave Ehnebuske reported that the website is still ticking along and that he has renewed it for another two years. He stated that there were 138 visits in the last month from 121 different individuals. Most of the visitors looked at the hikes pages. Please see the attached report for more detailed information.

3. Kent Nature Almanac

The Chair announced that the most recent issue of the Kent Nature Almanac can be found at Kentcac.info. She encouraged CAC members to view it and contribute their own observations for next month's issue. Anne Balant-Campbell said she plans to send in two observations.

4. Hikes and trails

Full Moon Night Walk in the Great Swamp

The Chair will be leading this "full moon" hike for FrOGS. Hikers should meet at 6:30 PM on Saturday, October 19, at the Patterson Environmental Park. Those interested in participating need to call the Chair at 228-5635.

Fall Foliage Hike

It was determined that the CAC's traditional Fall Foliage Hike to Mount Nimham would be Sunday, October 20. Hikers should meet in the parking lot at 1 PM. The Chair will be leading the hike.

Hike to a Kettlehole Bog

A hike to a kettlehole bog in Clearpool Model Forest was scheduled for Sunday, November 3, from 11 AM – 1 PM. Hikers should pack a lunch. Bill Buck and the Chair will be leading the hike.

5. Mount Nimham Fire Tower Committee

Meeting with PLAN Kent accountant

The Chair reported that she and Bill Volckmann had met with Sal Tripi. They learned that there is roughly \$2000 in the account and that it could be used to pay the contractor for installing new flooring in the fire tower. Bill V. stated that he would contact Sal to arrange for the release of the funding.

Need non-profit organization

The Chair and Bill also learned from Sal that PLAN Kent is not going to continue, and that providing

the funding for the new floor would basically be its last hurrah. Sal also said that there may be a few form-filing issues with the IRS that PLAN Kent needs to get straightened out.

Given the coming termination of PLAN Kent, discussion ensued about various options. Dave suggested that a new non-profit might be formed to replace PLAN Kent. Beth added that Sal had offered to help with that process. Another option Dave suggested was that the CAC could find an existing non-profit that might be willing to carry out the fire tower work the way PLAN Kent did, e.g., the Putnam County Land Trust (PCLT). Bill V. suggested that maybe PLAN Kent could be revitalized after resolving any IRS issues, establishing a new board, etc. Discussion continued, but no recommendations were made.

Floor replacement

Bill V. reported that the DEC e-mailed him the "Stewardship Agreement" in response to his submission of the "Volunteer Stewardship Program" application. It is attached to these minutes.

He also reported that he had submitted the "Individual Volunteer Application" forms the DEC requires for permanent volunteers and that he and George Baum are now deemed "official." Among other things, this means that if either one of them is injured doing volunteer work at the fire tower or on the grounds, that person would be covered by workers' compensation.

Bill V. stated that he would be downloading and printing out some "Limited Use Volunteer Application" forms from the DEC's website for volunteers who help out on special short-term projects. He added that he planned to download and print out some additional "Individual Volunteer Application" forms.

Bill V. said that the DEC requires the contractor to show proof of insurance before beginning a project. He stated that he has not yet submitted that document of proof, but after he sends that in and receives the funding from Sal, the floor replacement would be "good to go."

Braces

Bill reported that he is still having trouble contacting Greg at Brewster Iron Works. He will keep trying.

Fire tower lighting event

Bill V. reported that he and Dave and some others participated in a "communications" event among towers in the region on Saturday, August 31. Unfortunately, it was not a clear night. Even so, the little group at the top of our fire tower was able to see a faint light from Beacon's fire tower flashing a few times. David Rocco at Beacon reported that he was able to see the CAC's light very well. The Chair expressed great interest in pursuing a coordinated effort to try communicating like this again.

Meeting with Mount Nimham user groups and Putnam Bureau of Emergency Services

The Chair stated that Adam Stiebling, Putnam County Commissioner of the Bureau of Emergency Services, is sending out a letter to the representatives of the various Mount Nimham user groups to arrange a meeting for the last week in September/first week of October.

Five-year plan

The Chair said this agenda item had been covered in the discussion about establishing or revitalizing a non-profit organization.

6. ELLA (Hudson Hills and Highlands Environmental Leaders Learning Alliance)

Phil Tolmach reported that he attended a session hosted by ELLA that took participants to see various local rain gardens, drainage basins, and other stormwater retention measures. The group visited Camarda Park, Hillcrest Commons and Mahopac High School among other sites.

7. Clearpool Model Forest

Administration changes

The Chair told CAC members that Chris Hendershot, who has served as Clearpool's Director of Education, has taken a position as Program Manager at New Canaan Nature Center. Clearpool will be hiring someone to take his place as well as a Co-director of Education. The steering committee will continue to meet, and the Chair plans to continue to attend those meetings.

Rock Scramble Ramble

The Chair stated that Clearpool will be hosting this family event on Saturday, September 21, from 10 AM – 12 PM.

Forest Farming: Maple, Mushroom and Ginseng

The Chair announced that this workshop will be offered at Clearpool on Monday, September 23, from 8:30 AM – 3:30 PM.

Natural Resources Inventory

The Chair stated that Dr. Robert Naczi of the New York Botanical Garden has been/is inventorying plants in northeastern North America. She had expressed her hope that he would become involved and approve the ongoing inventory work being done at Clearpool. Dr. Naczi responded that he would be open to developing a plan next spring and that if he becomes involved at Clearpool as often as twice a week, he would need an intern. Discussion ensued about possibilities for finding one.

8. Other

Kent Planning Board member Phil Tolmach reported that the quarry is still on hold. He had no other news from the board.

Phil suggested that maybe the Town of Kent could pass an anti-fracking resolution “just to send a message.”

Councilman Lou Tartaro made a few remarks about progress on the wastewater treatment facility and the new sewer district.

The meeting was adjourned at 8:15 PM.

The next meeting of the Kent CAC will be at 7 PM on Wednesday, October 16, at the Kent Town Hall.

Respectfully submitted,

Jean Ehnebuske,
ex-officio recording secretary

Attachments: Kentcac.info report
DEC Stewardship Agreement

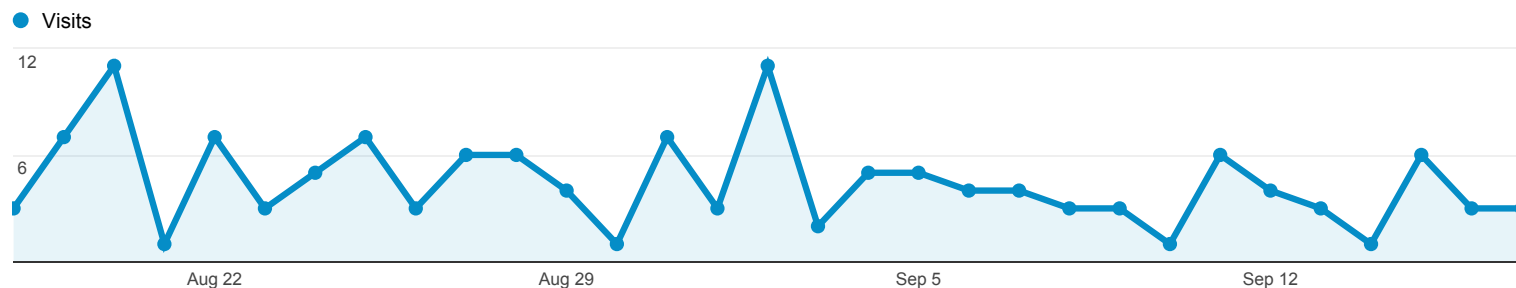
http://www.kentcac.info - http://www.kentcac.info
www.kentcac.info

Audience Overview

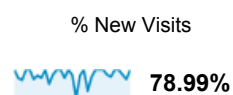
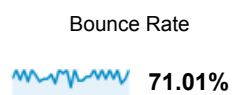
Aug 18, 2013 - Sep 17, 2013



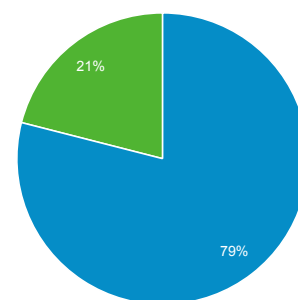
Overview



121 people visited this site



New Visitor Returning Visitor



Language		Visits	% Visits
1.	en-us	135	97.83%
2.	en	1	0.72%
3.	en-gb	1	0.72%
4.	es	1	0.72%

[view full report](#)



STEWARDSHIP AGREEMENT

Appendix II

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

Stewardship Agreement Number: 13-3-
Stewardship Agreement Name: Kent CAC
Project: Nimham Mtn Fire Tower and immediate surrounding area.

DEC Land unit(s): Nimham Mtn MUA

This Agreement, is made between Town of Kent CAC
, residing at
, 25 Sybil's Crossing Kent Lakes, NY 10512
hereinafter called the ASteward@; and the Department of Environmental Conservation of
the State of New York, hereinafter called the ADepartment@.

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 9/30/2013 to 9/29/2018 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 Nimham Mtn MUA, and situated in the Township(s) of Kent, County (ies) of Putnam, DEC Region(s) 3, and the State of New York, containing 1023 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:

Stewardship activities that can include: rehabilitation and maintenance of the Nimham Mountain Fire Tower, trash pickup in the area of the fire tower and access road, trail maintenance in the vicinity of the fire tower and road,

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

2) Technical Services

Assistance provided by the Department shall consist of:
_Consultation on any projects being undertaken by the Kent CAC.

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.
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- 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 William Volckman, who may be reached at the following address, email and telephone number _109 Ressique St., Carmel, NY 10512 845-319-2086 or 914-671-2764

The contact person for the **Department** is Barbara Lucas-Wilson, who may be reached at the following address, email and telephone number _NYSDEC 21 South Putt Cors Rd. New Paltz, NY 12561 845-256-3078

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 this Agreement 9/30/2013 – 9/29/2018

STEWARD

By: _____
(Print)

Address: _____

Signature: _____
(Individual or Authorized Representative)

Date: _____

COMMISSIONER OF ENVIRONMENTAL CONSERVATION

By: _____
(Print)

Signature: _____
(Authorized Representative)

Title: _____

Date: _____