

Canalway Trail Adopt-a-Trail Agreement

This Canalway Trail Adopt-a-Trail Agreement (hereinafter "Agreement") is made this _____ day of _____, 2_____, by and between _____ (hereinafter "Sponsor"), using the mailing address of _____ and (the adopting organization or volunteer(s) hereinafter "Adopter"), using the mailing address of _____

Recognizing the need for and desirability of an attractive, well maintained and litter free Canalway Trail, the Sponsor and Adopter enter into this Adopt-a-Trail Agreement to enable the Adopter to participate in the New York State Canal Corporation (hereinafter "Corporation") Canalway Trail Adopt-a-Trail Program and to contribute toward the effort of maintaining the appearance and condition of a segment of the Canalway Trail, extending approximately _____ miles, between points _____ and _____ situated in or running through the municipality or municipalities of _____ of the State of New York.

The Adopter and the Sponsor acknowledge the limits and potential hazards of the Adopt-a-Trail Program, and agree to the following terms and conditions:

The Sponsor has received a Canalway Trail Adopt-a-Trail Permit (hereinafter "Permit") from the Corporation to perform and supervise work and activities along the Canalway Trail under the terms and conditions of the Permit, this Agreement and the Corporation's Adopt-a-Trail program rules and requirements.

Adopt-a-Trail activities permitted are regular inspections and monitoring of the trail segment and light maintenance work including, but not limited to, litter pickup, mowing, brush control (but not the use of herbicides), cutting, trimming and planting, maintaining landscape vegetation, leveling of the treadway and minor repairs or refurbishment of trail signs, kiosks and other trailway facilities as specified and permitted by the Corporation.

No work of any nature will be performed by the Adopter or the Adopter's Adopt-a-Trail volunteers on the canal waterway, embankments, locks, or other infrastructure of the waterway and no such directions or tasks shall be given to that effect by the Adopter or the Sponsor.

Each Adopt-a-Trail volunteer must complete the Adopt-a-Trail Participant Register and read and sign the Safety Checklist. All volunteers must be at least 12 years old. A parent or guardian signature is required for any volunteer under the age of 18.

The Sponsor and Adopter will oversee all activities of Adopt-a-Trail volunteers working on the Trail segment. Minors (ages 12-17) shall be supervised at all times - one supervisor is required for every six minors. Minors may not operate power equipment of any kind.

It is recommended that an Adopter have a first aid kit available. The Adopter and volunteers should be familiar with nearby transportation and emergency service facilities and providers; a mobile phone is also recommended.

No Adopt-a-Trail volunteer's motor vehicle may be driven or parked on the Canalway Trail unless necessary to respond to a medical emergency.

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It is recommended that an Adopter provide sufficient potable water for volunteers or that volunteers bring their own drinking water.

Hand tools and other required materials and supplies will be provided by the Adopter, individual volunteers, or community sponsor.

The Corporation will supply trash bags and arrange for trash disposal.

The Adopter shall conduct activities at a frequency that will enhance the goal of providing a park like appearance along the adopted segment. The expected minimum frequency of inspections and trash pickup along the trail segment is once each calendar month from April through November. Additional visits may be necessary, and such may be requested by the Corporation, during periods of heavy recreational use of the trail segment. Visits are also encouraged during the winter season.

The Adopter shall regularly report to the Sponsor the accomplishments of volunteer monitoring and maintenance activities for each day on site, and the number of volunteer hours spent on those activities. Such reports should include observations regarding the Canalway Trail that are beyond the scope of this Agreement or the capability of volunteer resources. The Volunteer Report forms will be provided by the Corporation to the Sponsor.

The Corporation will furnish and erect Adopt-a-Trail signs at the beginning and the end of the adopted segment.

Registered volunteer participants in the Adopt-a-Trail Program are accorded Worker's Compensation Insurance protection as provided by law and liability insurance as carried by the Corporation; such benefits are provided only if the volunteers are registered and are acting within the scope of the volunteer program. It is understood by the Sponsor and the Adopter that no liability of any kind or in any amount shall attach to or rest upon the New York State Thruway Authority (herein after "Authority") or the Corporation beyond that covered by the Worker's Compensation and liability insurance benefits provided herein.

This Agreement will be for a two-year period commencing on _____ and terminating on _____.

This Agreement may be cancelled at any time within the two year term by the Adopter or Sponsor, with 30-days notice to the other party to this Agreement. Agreements may be renewable as long as the Sponsor and Adopter have functioned in accordance with the previous Agreement, the program rules and requirements and the Corporation continues the Adopt-a-Trail Program. The Adopt-a-Trail Program, Permits and/or Agreements may be terminated at any time, at the sole discretion of the Corporation.

Nothing contained herein shall prevent or hinder the Corporation from accessing the Canalway Trail or carrying out any Corporation activities. In addition, nothing herein shall alter or change the traditional access to and public use of the Canalway Trail, canal right-of-way and canal facilities.

The Sponsor and the Adopter agree and understand that all activities and functions under this Agreement, for both the Adopter and the Sponsor, are subordinate to, and subject to, the operational needs and governmental responsibilities of the Authority/Corporation. The Adopter and Sponsor agree that at the sole discretion of the Authority/Corporation the Adopt-a-Trail Program or any of its functions are subject to immediate cessation.

