

**Business of the Village Board  
Village of Saranac Lake**

SUBJECT: BETA Stewardship Agreement

Date: 2/24/2025

DEPT OF ORIGIN: Village Manager

BILL # 19-2025

DATE SUBMITTED: 2/13/2025

EXHIBITS: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Village Attorney

\_\_\_\_\_  
Village Administration

EXPENDITURE  
REQUIRED: \$0

AMOUNT  
BUDGETED: \$0

APPROPRIATION  
REQUIRED: \$0

**SUMMARY STATEMENT**

Authorize Village Manager to sign stewardship agreement with BETA

**RECOMMENDED ACTION**

MOVED BY: Ryan SECONDED BY: White

VOTE ON ROLL CALL:

MAYOR WILLIAMS yes

TRUSTEE BRUNETTE yes

TRUSTEE RYAN yes

TRUSTEE SCOLLIN yes

TRUSTEE WHITE yes



## **TRAILS STEWARDSHIP AGREEMENT**

This agreement is made between the Barkeater Trails Alliance, with an address of PO Box 843 Lake Placid, NY 12946, hereinafter called "BETA"; and the Village of Saranac Lake, with an address of 39 Main St, Suite 9, Saranac Lake, NY 12983, hereinafter called the "Village."

**Purpose** - The purpose of this agreement is to establish roles and responsibilities for parties engaged in implementing public access trails on lands owned by the Village of Saranac Lake, commonly known as "Mount Pisgah Ski Area." In the past, the Village has approved the use of these lands for the establishment of a system of multi-use, natural surface trails suitable for mountain biking on Village-owned lands at Mount Pisgah Ski Area. This agreement formalizes that intent, and provides guidance regarding responsibilities relative to trail planning, creation, maintenance and policing.

**WHEREAS**, the Village is the owner of the following parcel in the Village of Saranac Lake, Town of St. Armand, Essex County, New York: 92 Mount Pisgah Lane, Saranac Lake, New York (also known as tax identification number: 32.102-1-2.000);

**WHEREAS**, BETA is a duly formed not-for-profit corporation under the laws of the State of New York which has constructed trails for mountain biking, ski touring and other human-powered activities in the region on lands of New York State, lands of private individuals, and lands of the local municipalities in the Counties of Essex and Franklin;

**WHEREAS**, the trails commonly known as the "Mount Pisgah Trails" are located on lands of the Village as described above;

**WHEREAS**, there is a need for the continued services and support of BETA staff and volunteers provided through this agreement to further maintain and improve the existing trails, and to plan, design and construct additional trails with approval of the Village;

**THEREFORE**, the parties agree as follows:

### **IT IS MUTUALLY AGREED THAT:**

- I. Term and Termination** – The term of this Trails Stewardship Agreement will run from January 1, 2025 to December 31, 2025 and shall be renewed automatically for additional terms of one year each, unless terminated by either party. Either party may terminate this agreement at any time for any reason on 10 days written notice to the other party hereto.

**II. Insurance and Indemnification** – BETA shall, upon the commencement of this agreement, maintain the following insurance: (i) Worker's compensation insurance, disability benefits insurance, and each other form of insurance which the parties hereto are required by law to provide, covering loss resulting from injury, sickness, disability or death of employees of the any person working at the Property; (ii) Insurance against loss or losses from liabilities imposed by law or assumed in any written contract and arising from personal injury and death or damage to the property of others caused by any accident or occurrence, with limits of not less than \$1,000,000 per accident or occurrence on account of personal injury, including death resulting therefrom, and \$500,000.00 per accident or occurrence on account of damage to the property of others; and a general aggregate policy limit of \$2,000,00.00, protecting against any loss or liability or damage for personal injury or property damage. The Village shall be named as an additional insured on all such policies of insurance. BETA shall also provide the Village with a copy of its liability insurance binder naming the Village of Saranac Lake as additionally insured, which policy must cover general liability, and coverage for all trail work performed by BETA staff and volunteers; BETA organized mountain bike and cross-country ski outings; and BETA organized special events. BETA hereby protects, defends, indemnifies and holds harmless the Village against any and all claims, costs, judgments, liens, or actions, including reasonable attorney's fees and costs of defense, for damage to property or injury to persons suffered on, or resulting or arising from the negligence or willful misconduct of BETA, or any employee, agent, contractor, or volunteer of BETA in connection with this agreement.

**III. Stewardship** - BETA staff, volunteers and subcontractors are permitted to perform the following activities related to the planning, design, construction and maintenance of natural surface trails suitable for mountain biking, ski touring, and other human-powered activities.

- i. Routine trail maintenance, including removal of blowdown and woody debris, brushing, pruning, cleaning of ditches and culverts, and repair of bridges;
- ii. New trail construction, in accordance with an annual plan approved by the Village;
- iii. Cutting of live trees to create trail corridors and remove hazards;
- iv. Construction of bridges, ditches, water bars and culverts as needed to facilitate proper drainage of trails;
- v. Development and placement of trailhead kiosks, printed and online maps, trail markers and other signage to direct and educate trail users;
- vi. Chain saws and brush mowers may be used for the removal of trees, woody debris and brush. Per BETA's risk management plan, staff, volunteers and subcontractors who operate chainsaws must have current chainsaw safety training certification. Users of motorized equipment of any kind must use personal protective equipment.

**IV. Use of Motor Vehicles** - Use of motor vehicles and/or heavy equipment by authorized BETA staff and subcontractors for the purpose of trail stewardship and construction is permitted, but limited to the following:

- i. Use motor vehicles on paved and unpaved maintenance roads on a limited basis for the purpose of transporting trail work tools, equipment and materials (lumber, gravel,

- etc.) to the trails;
- ii. Use of heavy equipment such as a track excavator or material hauler for the purpose of new trail construction. Such use shall only occur in accordance with an annual work plan approved by the Village. BETA and BETA subcontractors shall carry a policy for heavy equipment liability insurance to cover such activities.

**V. BETA agrees to:**

- i. To serve as the party responsible for coordinating and implementing the initial planning, design and construction of trails and related facilities;
- ii. To provide leadership for planning and implementing routine and special maintenance on the trail and related facilities;
- iii. To help plan and provide trail construction and maintenance training to BETA staff, volunteers, or other groups who work on the trails;
- iv. To assure trail construction, maintenance, education activities and other trail related projects are completed according to current best practices, the terms of this agreement and the constraints and guidelines contained herein;
- v. To serve as a partner for the Village to secure funding necessary to construct, operate, and maintain multi-use trails at Mount Pisgah Ski Area;
- vi. On an annual basis, provide the Village with a written work plan describing the trail construction, stewardship and maintenance activities to be performed by BETA and BETA subcontractors in each calendar year;
- vii. Report to the Village of damages to the property, any potentially dangerous conditions, or any injuries incurred by persons; occurring during trail work performed by BETA staff and volunteers, outings organized by BETA, and special events organized by BETA;
- viii. Report to the Village on work accomplished, the number of staff, volunteer or subcontractor hours spent on activities, and the amount of money expended for those projects; and,
- ix. Inform the Village of any problems, disagreements, and questions of interpretation regarding this Agreement or other concerns in a timely manner.

**VI. The Village of Saranac Lake agrees to:**

- i. To make the Village lands commonly known as "Mount Pisgah Ski Area" available for planning, construction, operation and maintenance of public access, multi-use, natural surface trails suitable for primarily mountain biking;
- ii. That prior to construction of new trails or other facilities, the Village shall review and approve an annual trail work plan developed by BETA;
- iii. To work in cooperation with BETA to obtain necessary regulatory permits and approvals as needed;
- iv. To provide notice of any access closures for management or emergencies;
- v. Provide sufficient notice to BETA of management or policy changes which may lead to temporary or permanent loss of access to the trails;
- vi. To plan and develop trails for this site in cooperation with BETA and other interests including the public;
- vii. To serve as either the lead or partner to secure and provide funding or other resources

- necessary to construct, operate, and maintain trails at Mount Pisgah Ski Area;
- viii. To assure trail construction, maintenance, education activities and other trail related projects are completed according to the terms of this memorandum and any constraints and guidelines contained in the agreement; and,
  - ix. Inform BETA of any problems, disagreements, or questions of interpretation regarding this Agreement or other concerns in a timely manner.

**Contacts:**

The contact person for **Barkeater Trails Alliance (BETA)** is Glenn Glover, who may be reached at the following address, email or telephone number: PO Box 843, Lake Placid, NY 12983; [glenn@betatrails.org](mailto:glenn@betatrails.org) 518-523-1365.

The contact person for the **Village of Saranac Lake** is Bachana Tsiklauri, who may be reached at the following address, email or telephone number: 1 Main St, Saranac Lake, NY 12983; [manager@saranaclakeny.gov](mailto:manager@saranaclakeny.gov); 518-891-4150.

By signing below, both parties agree to the terms set forth in this Trails Stewardship Agreement.

**Glenn Glover, Executive Director, Barkeater Trails Alliance (BETA)**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Bachana Tsiklauri, Village Manager, Village of Saranac Lake**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_