

Conference Call Minutes Monday, January 12, 2015

The meeting was called to order by President Michael Campbell at 8:01pm Central Time.

Those on the call were Michael Campbell, Lisa Schneider, Mollie Krumlaw-Smith, Monica Chapman, Connie Caudill, Sue Keith, Peter Hommertzheim, Skip Kemerer, Nick Kohut, Stephanie Teeter, Paul Latiolais, John Parke, Duane Barnett, Susan Kasemeyer, Julia Lynn-Elias, Roger Taylor, Andrew Gerhard, Olin Balch, Terry Woolley Howe, Susan Garlinghouse, Mike Maul, Bruce Weary, Leslie Anderson, and Kathleen Henkel.

Connie Caudill made a motion to accept the AERC BOD Conference Call Minutes for December 8, 2014. Sue Keith seconded the motion. Motion passed.

Pete Hommertzheim made a motion to excuse Randy Eiland, Rusty Toth, and Forest Tancer. Terry Woolley Howe seconded the motion. Motion passed.

Kathleen Henkel provided the BOD with the Statistical Report.

Membership Report for January 12, 2015

Membership as of 1/14/14 2583

Membership as of 1/12/15 2625

Rider Fees as of 11/30/14 \$74,417.00

Rider Fees as of 1/12/15 \$5,964.00

Sanction Fees as of 11/30/14 \$18,047.75

Sanction Fees as of 1/12/15 \$7,790.00

New Members as of 1/14/14 127

New Members as of 1/12/15 180

AERC President Michael Campbell announced he will run for AERC President again. Lisa Schneider announced she would like to return as the AERC Vice-President. Susan Garlinghouse announced she will run for AERC Secretary. Monica Chapman had already announced she would not be running for the position of secretary again. Mollie Krumlaw-Smith will run for AERC Treasurer again.

Michael Campbell and Lisa Schneider will interview a marketing applicant on Wednesday for the AERC Marketing position.

Michael Campbell has reached out to other heads of National Endurance Federations on their thoughts of the improvements FEI has made in the last year. AERC-I and Emmitt Ross are also putting together reports for the BOD on the situation with FEI.

The Motion Proposal from the Trails Committee named the Finger Lakes NY Project Name: Backbone Trail Repair (see attached) was passed unanimously. A discussion about the amount of money in the Trails Grant Reserve was held prior to the approval. Some BOD members appreciated an update on how funding from the reserve accounts worked.

The Education Committee submitted the Endurance Clinic "Seed Money" Program motion (see attached). Due to an accounting oversight the Education Reserves did not have the full funding for the motion as was thought when the motion was made by the Education Committee. The BOD requested an amendment be made to the motion to fund the remainder of the "seed money" with funds out of the AERC general fund. Connie Caudill made a motion to amend the Endurance Clinic "Seed Money" motion as follows.

Under the Proposed Motion (use exact wording) part of the motion it should now read. We propose that AERC provide financial support to AERC Endurance 101/201/Beyond the Basics Clinics, providing \$500 of Education Committee Reserve Funds or AERC General Funds as “seed money” to clinic organizers/facilitators to cover expenses associated with conducting such clinics, not to exceed \$5,000. Also a change to Budget effect/impact (Attach spreadsheet if appropriate) should now read. We are requesting that up to ten (10) clinics receive “seed money” of \$500 on a first come, first served basis during the 2015 budget year for a potential total of \$5,000 of Education Reserve Funds or AERC General Funds. Olin Balch seconded the amendment. The amendment passes unanimously. The BOD then passes the amendment motion unanimously.

The Sanctioning Committee brought forth a request from the SW Region. The Indian Springs Ride 4/10, 11, and 12/2015 – SW Region Cindy Binns-Mendoza, ride manager, Jim Baldwin, head control judge. The April 11 & 12th rides have already been sanctioned. Ride Manager would like to add a day and move to Pioneer status. Indian Springs ride May 1, 2, and 3, 2015, same ride manager and head control judge as above. The May 2 and 3rd rides have already been sanctioned – ride manager would like to add a day and move to Pioneer status. The request was denied by a vote of twelve no’s and eight yes’s.

The AERC International Committee nominated Mark Dial for the new vice-chair of the committee. The motion passed.

AERC Treasurer Mollie Krumlaw-Smith announced the 2014 AERC Taxes are done.

Susan Garlinghouse announced she will be facilitating at eight education clinics between now and the National Convention in March.

Lisa Schneider made a motion to adjourn the meeting. Leslie Anderson seconded the motion. Motion passed. The meeting adjourned at 9:21pm Central Time.

Submitted by Monica Chapman

Education Committee motion:

AERC Board of Directors

MOTION PROPOSAL

This Motion Proposal form is to be used in the development, presentation and approval process of submitting motions to the Board.

Motion Name: Endurance Clinic “Seed Money” Program

Proposing Committee: Education Committee

Date of Motion: November 14, 2014

Classification of Motion Request (new, change, add, delete, by-law, rule, policy): Request for Education Committee Reserve Funds

Proposed Motion

We propose that AERC provide financial support to AERC Endurance 101 / 201 / Beyond the Basics Clinics, providing \$500 of Education Committee Reserve Funds as “seed money” to clinic organizers/facilitators to cover expenses associated with conducting such clinics.

Background, analysis and benefit (describe the problem this motion is solving)

Endurance clinics are beginning to flourish all across AERC. They have proven to provide a solid educational base to increase the likelihood of success of participants and thus their initial and ongoing participation in our sport.

One of the challenges of conducting clinics is the “seed money” for travel/accommodations for an experienced facilitator as well as other expenses associated with conducting a clinic (administrative costs, facility/equipment rental, meals, etc.). This motion for “seed money” is intended to ensure clinic facilitators/organizers are not ‘out of pocket’ to conduct clinics, and can be utilized to keep clinic costs reasonable, or in some cases free.

Those applying for clinic funds will be required to complete an application, utilize AERC insurance or provide proof that the clinic is insured, be approved by their Regional Director and the application received at least thirty days in advance of the clinic date to allow for advertising and marketing of the clinic through AERC website.

Applications will be reviewed and approved on a first come, first served basis and the “seed money” program will be promoted to members immediately upon approval through the AERC website, members’ forum, Facebook page and Endurance News. Applications will be posted on the Education tab, under Endurance Clinics.

Budget effect/impact (Attach spreadsheet if appropriate)

We are requesting that up to ten (10) clinics receive “seed money” of \$500 on a first come, first served

basis during the 2015 budget year for a potential total of \$5000.00 of Education Reserve Funds.

Benefit and/or Impact to Membership and/or the AERC Organization

Provides and promotes educational opportunities for riders seeking information and/or information about successfully competing in our sport.

Clinic organizers will be asked to provide a discount for attendees who are AERC members, and to distribute and promote AERC membership materials to attendees who are not AERC members at the time they sign up for the clinic.

Impact on AERC Office (Work load, budget)

The office staff will be instrumental in the following:

1. Answering questions about Endurance Clinics
2. Facilitating insurance for those conducting Endurance Clinics (ongoing based on previous motion)
3. Development with the Education Committee of a Clinic Seed Money Application Form
4. Reviewing and approving clinic application and issuing checks.
5. Promoting Endurance Clinics on the webpage and in Endurance News
6. Providing resource materials via CD/DVD, and promotional items (bumper stickers, bags, riders' handbooks, decals, Endurance News magazines) to clinic organizers (on-going)
7. Funneling new or potential new members to clinics within their region/area.

Budget Impact

We are requesting that the AERC BoD provide up to \$5000 to contribute to the insurance for the clinics.

Committees to be consulted and/or affected

Education Committee

Implementation plan (Schedule, resources, financial)

The application can be drafted within days of approval of this motion and distributed and communicated to the membership immediately thereafter.

Supporting materials (List of any other documents and/or spreadsheets)

Background information re: AERC's ongoing Endurance Clinics can be viewed at:

http://www.aerc.org/Endurance_Clinics.aspx

pcs

11/14/14

Attachment A

**Horse Camp Trail
Sections in need of repair**

Section closer to Horse Camp (.07 mi., about 370 feet)

Begin N42.4883 x E76.8078 (looking north)



End N42.4894 x E76.8075 (looking south)



Section farther from Horse Camp (.04 mi., about 212 feet)

Begin N42.4925 x E76.8077 (looking north)



End N42.4930 x E76.8078 (looking south)



3ffSUZ_Wf 5

FS Agreement No. 14-CS-11092000-009
Cooperator Agreement No. _____

**CHALLENGE COST SHARE AGREEMENT
Between The
BURNT HILL RIDES ASSOCIATION
And The
USDA, FOREST SERVICE
GREEN MOUNTAIN/FINGER LAKES NATIONAL FORESTS**

This CHALLENGE COST SHARE AGREEMENT is hereby made and entered into by and between the Burnt Hill Rides Association, hereinafter referred to as "BHRA," and the USDA, Forest Service, Green Mountain and Finger Lakes National Forest hereinafter referred to as the "U.S. Forest Service," under the authority: Interior and Related Agencies Appropriations Act of 1992. Pub. L 102-154.

Background: The Finger Lakes National Forest (FLNF) and BHRA have a productive relationship of working together to maintain and enhance public opportunities for horse riding on the FLNF. The two organizations cooperatively manage high quality horse trails and associated facilities that are open to public use on the FLNF in New York.

Title: Horse Trail and Facility Maintenance

I. PURPOSE:

The purpose of this agreement is to document the cooperation between the parties to maintain horse trails and related facilities (i.e. Backbone Horse Campground) in accordance with the following provisions and the hereby incorporated Operating and Financial Plan, attached as Exhibit A.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The FLNF Land and Resource plan allows for horse trails on the National Forest. The FLNF is responsible for development, management, and maintenance of the FLNF's horse trail system and related facilities.

BHRA is a private non-profit family oriented horse club with a membership of about 100 participating riders throughout the Finger Lakes Region that enjoys trail riding on the FLNF. Additionally, the BHRA holds a Special Use Permit for an endurance trail ride event on the Forest twice a year.

The U.S. Forest Service and BHRA mutually benefit through collaborative stewardship of the trail system, which ultimately provides multiple benefits for the recreating public, area economy and protection of natural resources.



IV. THE U.S. FOREST SERVICE SHALL:

- A. Recognize that managing recreation and trail related facilities can be highly complex and diverse and may result in unforeseen circumstances due to weather or other events that may create a need for change in priorities and work.
- B. Meet with BHRA at least twice annually to update and mutually agree upon any modifications to the Operating and Financial Plan. Any significant changes to the Operating Plan that result in a modification to this agreement shall be made according to the provision entitled "Modifications" in this agreement
- C. Complete environmental review and documentation under NEPA for projects within the scope of this agreement.
- D. Provide adequate project descriptions and specifications to the degree that BHRA volunteers and field crews can operate without daily oversight by FLNF staff.
- E. Provide BHRA with appropriate safety standards and training for agreed upon work.
- F. Provide technical assistance to BHRA crews in the field as needed.
- G. Provide Forest Service recreation and trail maintenance standards to BHRA for work within the scope of this agreement. Provide professional engineering design as needed for major constructed features.

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

- A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Burnt Hill Rides Association Address: 3963 Deerlick Springs Road City, State, Zip: Interlaken, NY 14847-9639 Telephone: 607-532-4924 Email: hbwrite@zoom-dsl.com	Name: Holly Menino Bailey Address: 3963 Deerlick Springs Road City, State, Zip: Interlaken, NY 14847 Telephone: 607-532-4924 Email: hbwrite@zoom-dsl.com



origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

H. ELIGIBLE WORKERS. BHRA shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). BHRA shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract awarded under this agreement.

I. STANDARDS FOR FINANCIAL MANAGEMENT.

1. Financial Reporting

BHRA shall provide complete, accurate, and current financial disclosures of the project or program in accordance with any financial reporting requirements, as set forth in the financial provisions.

2. Accounting Records

BHRA shall continuously maintain and update records identifying the source and use of funds. The records shall contain information pertaining to the agreement, authorizations, obligations, unobligated balances, assets, outlays, and income.

3. Internal Control

BHRA shall maintain effective control over and accountability for all U.S. Forest Service funds, real property, and personal property assets. BHRA shall keep effective internal controls to ensure that all United States Federal funds received are separately and properly allocated to the activities described in the agreement. BHRA shall adequately safeguard all such property and shall ensure that it is used solely for authorized purposes.

4. Source Documentation

BHRA shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract and subgrant/contract documents, and so forth.



Records for nonexpendable property acquired in whole or in part, with Federal funds must be retained for 3 years after its final disposition.

BHRA shall provide access to any project site(s) to the U.S. Forest Service or any of their authorized representatives. The rights of access in this section shall not be limited to the required retention period but shall last as long as the records are kept.

- M. FREEDOM OF INFORMATION ACT (FOIA). Public access to agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).
- N. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- O. FUNDING OF EQUIPMENT AND SUPPLIES. Federal funding under this agreement is not available for reimbursement of BHRA's purchase of the Cooperator's equipment and supplies. Equipment is defined as having a fair market value of \$5,000 or more per unit and a useful life of over one year. Supplies are those items that are not equipment.
- P. PROPERTY IMPROVEMENTS. Improvements placed on National Forest System land at the direction or with the approval of the U.S. Forest Service becomes property of the United States. These improvements are subject to the same regulations and administration of the U.S. Forest Service as would other National Forest improvements. No part of this agreement entitles BHRA to any interest in the improvements, other than the right to use them under applicable U.S. Forest Service regulations.
- Q. REMEDIES FOR COMPLIANCE RELATED ISSUES. If BHRA materially fail(s) to comply with any term of the agreement, whether stated in a Federal statute or regulation, an assurance, or the agreement, the U.S. Forest Service may take one or more of the following actions:
1. Temporarily withhold cash payments pending correction of the deficiency by BHRA or more severe enforcement action by the U.S. Forest Service;



suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

- U. MODIFICATIONS. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.
- V. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through January 31, 2019 at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.
- W. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.

Holly M. Bailey 3.06.14
 HOLLY MENINO BAILEY Date
 Burnt Hill Rides Association

Colleen Pelles Madrid 3/10/14
 COLLEEN PELLES MADRID, Forest Supervisor Date
 U.S. Forest Service, Green Mountain/Finger Lakes
 National Forests

The authority and format of this agreement have been reviewed and approved for signature
Janeal A. Hedman 2/20/14
 JANEAL A. HEDMAN Date
 U.S. Forest Service Grants Management Specialist

Burden Statement