



Best Management Practice Program APPLICATION

Watershed Agricultural Council
Forestry Program
www.nycwatershed.org



PROGRAM INFORMATION

The purpose of the Best Management Practice (BMP) Program is to provide financial and technical assistance to Loggers, Foresters and Landowners in order to support the implementation of Best Management Practices (BMPs) on privately owned forestland within the New York City Watershed. The BMP Program has 3 components that can be used individually or together:

- The Erosion Control Component (skid trail and landing stabilization)
- The Stream Crossing Component (stream crossing BMPs; portable bridge loan; bridge transportation, installation and rental; and bridge cost-share)
- The BMP Free Sample Component

Applications for active logging jobs are reviewed and approved on a continual basis throughout the year. Payment will be made for BMPs approved in this plan that are implemented in accordance with the New York State Forestry Voluntary BMPs for Water Quality Guidelines.

This application contains information of a technical nature. If you need assistance with completing this form please contact the Forestry Program at (607) 865-7790. Applications can be emailed to forestry@nycwatershed.org (preferred) or mailed to WAC Forestry Program, 33195 State Highway 10, Walton, NY 13856. Any changes to this application after initial approval must be approved by a WAC Watershed Forester.

LANDOWNER INFORMATION

Name

Preferred Mailing Address

Town

State

Zip

Telephone

E-Mail

LOGGER/OPERATOR INFORMATION

Name

Preferred Mailing Address

Town

State

Zip

Telephone

E-Mail

If you are a Trained Certified Logger
eligible to receive TLC incentive rates, check here: ☐

Workers Comp WCB Employer or Policy #: _____
Please contact us if you do not have Workers Comp.

PROJECT INFORMATION

Township/County

Road Where Property is Accessed From (or Nearest Road Intersection)

Estimated Project Start Date:
Time Frame: _____

End Date: _____

Is a Watershed Qualified Forester participating in this project?
If yes - please provide name.

MUTUAL AGREEMENT

We the undersigned have agreed to the details, layout and implementation of the proposed BMPs as outlined in this application plan.

Landowner's signature (*required*) _____ Date _____

Logger/Operator's signature (*required*) _____ Date _____

Forester's signature _____ Date _____
(*required if forester is conducting layout*)

(If requesting a Bridge Loan by signing this mutual agreement I am acknowledging that I have read and understood the terms on the back of this application.)

PROJECT DETAILS

STREAM CROSSING BMPS

**This diagram is intended to be completed with the assistance of a WAC Watershed Forester.*

BMP Plan (Identify for all approaches, the skid trail width, length, and slope)



Approach A	Crossing Structure (CS)	Approach B

**Any changes to this plan are required to be approved by a WAC Watershed Forester.*

PORTABLE BRIDGE LOAN

Bridge loans are restricted to loggers/operators and a certificate of liability insurance is required. Please call for availability.

Structure requested: ☐ Landing Mats ☐ Arch Culvert ☐ 20ft Skidder Bridge ☐ 30ft Skidder Bridge ☐ 40ft Skidder Bridge

Loan Details: Start Date: _____ End Date: _____ Return Location: _____

Loan Requested By: _____ Date: _____

PORTABLE BRIDGE COST SHARE

The Portable Bridge Cost Share provides financial assistance to loggers when building or purchasing portable bridges. Bridges must be used at least once within the New York City Watershed.

Check here if requesting additional funds to cost-share the building or purchase of a bridge: ☐

PORTABLE BRIDGE TRANSPORTATION, INSTALLATION OR RENTAL

The Portable Bridge Transportation, Installation, and/or Rental cost share provides financial assistance to loggers when installing bridges on stream crossings in the New York City Watershed.

Check here if requesting additional funds for the transportation, installation or rental of a portable bridge: ☐

FREE SAMPLES

The following free samples are available for use on logging sites within the New York City Watershed.

Please check the samples you wish to utilize:

<input type="checkbox"/> Geotextile Road Fabric	<input type="checkbox"/> Bales of Hay/Straw	<input type="checkbox"/> Silt Fencing	<input type="checkbox"/> Spill Kit
<input type="checkbox"/> Straw Wattle	<input type="checkbox"/> Grass Seed	<input type="checkbox"/> Other: _____	

ESTIMATED BMPs REQUIRED

STREAM CROSSING BMPs		Rate	TLC Rate	
Successfully following plan for A, CS, & B (above)	_____	\$253.15/component	\$316.44/component	\$ _____
Corduroy	_____	\$253.15/approach	\$354.39/approach	\$ _____
Water Bars	# _____	\$77.85/water bar	\$108.97/water bar	\$ _____
Post Harvest Stabilization (hay, mulch, seeding)	_____	\$126.57/approach	\$177.21/approach	\$ _____
Additional BMPs as Determined by Forester				\$ _____
				\$ _____
TOTAL STREAM CROSSING FUNDING REQUEST (not to exceed \$5,239.98 OR \$6,613.57/TLC)				\$ _____

PORTABLE BRIDGES		Rate	TLC Rate	
Portable Bridge Cost Share		\$1,265.70	\$1,898.54	\$ _____
Portable Bridge Transportation, Installation Or Rental		\$1,423.91	\$2,531.38	\$ _____
TOTAL PORTABLE BRIDGE FUNDING REQUEST				\$ _____

ROAD LAYOUT*		Rate	TLC Rate	
Length of Road Layout	# _____ ft	\$0.14	n/a	\$ _____
TOTAL ROAD LAYOUT FUNDING REQUEST (max \$1,746.88)				\$ _____

☐ *Check here if you are a Watershed Qualified Forester receiving the layout fee.

EROSION CONTROL BMPs		Rate	TLC Rate	
Skid Trail Re-grading	# _____ ft	\$0.10	\$0.12	\$ _____
Road Relocation	# _____ ft	\$0.71/ft	\$0.74/ft	\$ _____
Post Harvest Stabilization (hay, mulch, seeding)	# _____ acres	\$202.50/acre	\$303.78/acre	\$ _____
Corduroy	# _____ ft	\$12.66/linear ft	\$18.98/linear ft	\$ _____
Number of Water Bars	# _____	\$38.87/water bar	\$54.42/water bar	\$ _____
Yards of Gravel	# _____ yards	\$55.00/yard	\$82.46/yard	\$ _____
Culverts (10" - 15" diameter)	# _____ ft	\$30.50/ft	\$45.77/ft	\$ _____
Culverts (18" diameter)	# _____ ft	\$35.50/ft	\$53.27/ft	\$ _____
Culverts (24" diameter)	# _____ ft	\$48.50/ft	\$73.92/ft	\$ _____
Additional BMPs as determined by WAC Forester				\$ _____
				\$ _____
TOTAL EROSION CONTROL BMP FUNDING REQUEST (not to exceed \$8,733.30 or \$11,022.63/TLC)				\$ _____

PAYEES

Total Due Forester \$ _____

Total Due Logger/Operator \$ _____

Total Due Mill \$ _____

TOTAL BMP PROGRAM FUNDING REQUEST \$ _____

NOTES

Send to: forestry@nycwatershed.org (preferred) or WAC Forestry Program, 33195 State Highway 10, Walton, NY 13856

FOR OFFICE USE ONLY

Prepared by: _____

WAC Forester Approval: _____

Date: _____

Field Visit(s) Date: _____

Manager Approval: ☐ _____

Date: _____

Application Includes:

☐ Free Sample

☐ Bridge Loan

☐ Stream Crossing

☐ Forest Road

☐ Timber Harvest Road

Send Letters To: ☐ Landowner ☐ Logger/Operator ☐ Forester

Easement Property: ☐ WAC ☐ DEP ☐ Other

BRIDGE LOAN AGREEMENT

The Watershed Forestry Program agrees to loan you our crossing structure on the following terms.

1. The Parties and Other Terms. “We”, “us”, or “our” means the Watershed Forestry Program. “Structure” is the crossing structure described in this Agreement. “You” means the borrower, any person who signs the loan agreement and is authorized to use the structure. All persons designated as “you” are jointly and severally liable under the terms of this Agreement. The “Agreement” means this application, and any other papers we give you at the time of the loan. “Loan Period” includes the time specified in this Agreement, and any additional time you keep the structure, whether authorized by us or not.

2. Ownership, Condition and Repossession. You are authorized to use the Structure only for the time period specified in the Agreement. Structures will be available on a first-come, first-serve basis. Maximum rental period is three months. Without prior written consent you may not keep the structure any longer. You acquire no other interest or rights in the Structure, and you may not loan it to anyone else. We have the right to repossess the Structure at your expense, without notice to you, if it is abandoned, lost, stolen, kept beyond the due-back date without notice to us, loaned to you based on false or fraudulent information given to us at the time borrowed, not returned to us within 24 hours of our demand to return it, or if you otherwise breach this Agreement. You may not keep the Structure beyond the due-back date specified without our approval.

3. Return of Structure. You will return the Structure to the location identified in this application on the date specified in this Agreement, and in the same condition as you received it, ordinary wear and tear expected. If you do not return the Structure to the location specified in this agreement, you will pay us any recovery expenses we incur.

4. No Agency or Warranties. This transaction is for the loan of personal property. You are not our agent. We make no warranties, expressed or implied, in connection with the structure, including that the structure is fit for a particular purpose.

5. Only Qualified Individuals may Install the Structure. The Structure may only be installed by the borrower or additional individuals authorized by us in this Agreement. Individuals must receive proper installation training prior to installing the Structure.

6. If You Damage the Structure. You are responsible for, and will pay us on demand for, the loss of the Structure or all damage to the Structure for which we are entitled by law to recover. All repairs to the Structure must have our prior approval. If the Structure is returned with damage, you must pay us repair costs. You are responsible for observing the condition of the Structure.

7. Insurance. Your insurance is primary. You must provide a certificate of insurance with your signed agreement. Policy must have one million dollars in coverage for general liability and include worker’s compensation.

8. What You Owe Us. There is no rental charge for borrowing the Structure, however, you will pay us, on demand, all charges due under this Agreement, including, but not limited to: (a) the cost of the loss of, or damage to, the Structure, which is the cost of repair, or actual cash value of the Structure if it is not repairable, plus our administrative and recovery costs; (b) our cost of locating and recovering the Structure if you fail to return it; (c) fines, penalties, forfeitures, court costs, storage fees, and any other expenses assessed against us for the Structure during the Loan Period unless these expenses were our fault; (d) any amount we pay in excess of available insurance which we pay because of your negligence; (e) all pre- and post-judgement costs including attorney’s fees we incur collecting payment due from you; and (f) interest of 2% per month on all amounts due us that are not paid when the Structure is returned or when this Agreement is terminated, whichever occurs first.

9. Attorney’s Fees. You will reimburse us for all attorney’s fees we incur: (a) in any action we bring against you to enforce our rights under this Agreement; (b) in action we bring to collect a judgement against you; and, (c) in any appeal(s) from (a) or (b), above, regardless of the identity of the party making the appeal.

10. Deposit. We may use your deposit to pay any amounts owed to us by you. The only structure requiring a refundable deposit is the 50’ portable skidder/truck bridge.

11. You are responsible for all Fines and Fees. You are liable for, and will indemnify us against all fines, court costs, penalties, forfeitures or administrative fees incurred by you during the loan period. You are liable for all weight, road use, and environmental permits.

12. Release from Special Damages. You release us from all liability for consequential, special or punitive damages in connection with this loan.

13. Changes to this Agreement Require Our Prior Written Approval. This Agreement may not be changed or modified unless we give our prior written approval.

14. Enforceability. If any provision of this Agreement is unenforceable, the remaining provisions are valid and enforceable.