



Best Management Practice Program Application

Watershed Agricultural Council



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 on privately owned forestland within the New York City Watershed.

This application should be completed by loggers who wish to: borrow portable bridges, receive cost-share assistance for installing BMPs on their logging jobs, and receive free samples of new and underutilized BMP's such as culvert pipes, grass seed and hay. Foresters and landowners can also use this application to apply for assistance to address sedimentation issues on logging jobs or their forested property. Applications for active logging jobs are reviewed and approved on a continual basis throughout the year. Applications submitted by landowners are reviewed and approved twice each year, once in July and once in January. Payment will be made for BMP's approved in this plan that are implemented in accordance with New York State BMP guidelines. Any changes to this application after initial approval must be approved by a WAC Watershed Forester.

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 ext.101**. Thank you for your interest in our Best Management Practice Program.

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

New York State Trained Logger Certified (TLC) ? Yes
 No

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 layout and implementation of the proposed BMPs as outlined in this application plan. Following signed, approval of work completed, contractors will be paid for services directly from the Watershed Agricultural Council.

Landowner's signature (*required*) Date

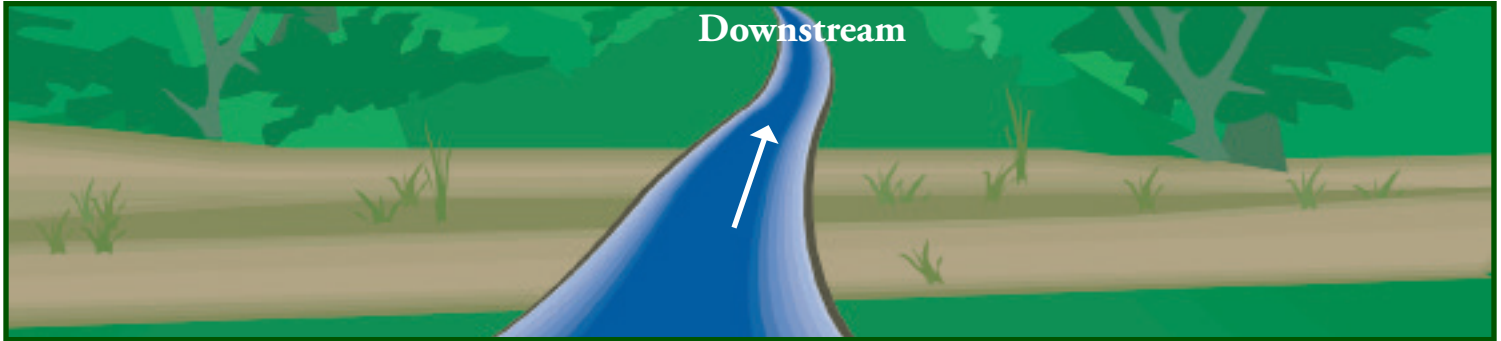
Logger/Operator's signature (*required*) Date

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

STREAM CROSSINGS

The purpose of this section of the application is to provide the appropriate Bridges and BMPs to the participant for crossing streams. Stream crossings are where the majority of sediment pollution occurs on logging jobs. By focusing BMP implementation on the stream crossing this sediment pollution can be avoided.

This diagram is intended to be completed with the assistance of a WAC Watershed Forester. Please call (607) 865-7790 ext. 101 for assistance.



Approach A

Crossing Structure

Approach B

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.

Best Management Practice	Rate	TLC Rate	
Successfully following plan for A, CS, & B (above)	\$238.82/component	\$298.53/component	\$ _____
Corduroy	\$238.82/approach	\$334.33/approach	\$ _____
Water Bars	#___ \$59.71/water bar	\$83.58/water bar	\$ _____
Post Harvest Stabilization (hay, mulch, seeding)	\$119.40/approach	\$167.18/approach	\$ _____
TOTAL FUNDING REQUEST (not to exceed \$3,582.16 OR \$4,521.17/TLC)			\$ _____

BRIDGE LOAN

The WAC Forestry Program owns rubber tire mats, landing mats, plastic arch culverts, 20 foot portable skidder bridges, a 30 foot portable skidder/truck bridge, a 40 foot portable skidder/truck bridge, and a 50 foot portable skidder/truck bridge. All structures are loaned for a maximum of three months, extensions are available upon request. Bridge loans are restricted to loggers/operators and a certificate of liability insurance is required. Please call for availability.

Structure requested:

- Rubber Tire Mats
 Landing Mats
 Arch Culvert
 20ft Skidder Bridge
 30ft Skidder Bridge
 40ft Skidder Bridge
 50ft Skidder Bridge (*deposit required)

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

Bridge Applicant's Signature (required) _____ Date _____
 (I have read and understood the terms on the back of this application)

EROSION CONTROL

The purpose of this section of the application is to identify specific Best Management Practices that will be used to stabilize skid trails and landings within a harvest area. This application will require the identification of specific BMP's and their location. It may also require an estimation of the number of BMPs used to stabilize the skid trails and landings. If you need assistance developing estimates please contact us.

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

If you are a **Watershed Qualified Forester** receiving layout fee, check here (skid trails must be flagged)

Best Management Practice	#	_____ ft	Rate	TLC Rate	\$	_____
Length of Road Layout	#	_____ ft	\$0.13	n/a	\$	_____
Best Management Practice	#	_____ ft	Rate	TLC Rate	\$	_____
Skid Trail Re-grading	#	_____ ft	\$0.09	\$0.11	\$	_____
Road Relocation	#	_____ ft	\$0.31/ft	\$0.31/ft	\$	_____
Post Harvest Stabilization (hay, mulch, seeding)	#	_____ acres	\$191.04/acre	\$286.58/acre	\$	_____
Corduroy (min. 8in. diameter stock, min 8ft. width)	#	_____ ft	\$11.95/linear ft	\$17.91/linear ft	\$	_____
Number of Water Bars	#	_____	\$29.85/water bar	\$41.79/water bar	\$	_____
Number of Broad Based Dips	#	_____	\$59.71/bbd	\$83.58/bbd	\$	_____
Geotextile Fabric	#	_____ ft	\$1.19/linear ft.	\$1.79/linear ft.	\$	_____
Yards of Gravel	#	_____ yard	\$11.95/yard	\$17.91/yard (\$23.89/yd EOH)	\$	_____
Culverts (10" - 15" diameter)	#	_____ ft	\$14.32/ft	\$21.49/ft	\$	_____
Culverts (18" diameter)	#	_____ ft	\$19.10/ft	\$28.65/ft	\$	_____
Culverts (24" diameter)	#	_____ ft	\$25.08/ft	\$38.21/ft	\$	_____
Silt Fencing	#	_____ ft	\$0.31/ft	\$0.43/ft	\$	_____
Hay Bales	#	_____ bales	\$1.19/bale	\$2.39/bale	\$	_____
Additional BMPs as determined by WAC Forester _____					\$	_____
				Total Due Forester	\$	_____
				Total Due Logger/Operator	\$	_____
TOTAL FUNDING REQUEST (not to exceed \$5,970.27 or \$7,535.30/TLC)					\$	_____

FREE SAMPLES

The purpose of this section of the application is to provide loggers and foresters with an opportunity to try-out new and underutilized Best Management Practices free of charge. Free samples are for use on logging sites within the NYC watershed.

Check the free samples you wish to utilize:

Geotextile Road Fabric (210' x 15')

Erosion Control Blanket

20 Bales of Hay

50lbs Grass Seed

Straw Wattle

Silt Fence (100' x 3' with stakes)

Organic Oil (chainsaw lubricant)

Plastic Road Culverts 12", 18", or 24" x 20' (please circle size required)

BRIDGE LOAN AGREEMENT

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

- 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.
- 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.
- 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.
- 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.
- 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.
- 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.

- 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.
- 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-judgment 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.
- 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.
- 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.
- 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.
- Release from Special Damages.** You release us from all liability for consequential, special or punitive damages in connection with this loan.
- Changes to this Agreement Require Our Prior Written Approval.** This Agreement may not be changed or modified unless we give our prior written approval.
- Enforceability.** If any provision of this Agreement is unenforceable, the remaining provisions are valid and enforceable.

Mailing Information:

Watershed Agricultural Council, Forestry Program, 33195 State Highway 10, Walton, NY 13856

FOR OFFICE USE ONLY

Approved By: _____	Approval Date: _____	Application Includes: _____	Free Sample _____	Bridge Loan _____	Stream Crossing _____	Forest Road _____	Timber Harvest Road _____
Field Visit(s) Date: _____		Send Letters To: _____	Landowner _____	Logger/Operator _____	Forester _____		
		Easement Property: _____	WAC _____	DEP _____	Other _____		