



Lake Wallenpaupack Watershed Community Association Dirt, Gravel, and Low-Volume Road Program

The Lake Wallenpaupack Watershed Management District, with funding from the Pennsylvania Department of Environmental Protection’s Growing Greener program, is pleased to offer community associations a two-part program designed to help address road maintenance issues and correct sediment and nutrient pollution originating from dirt, gravel, and low-volume roads (low-volume defined as fewer than 500 vehicles per day) within the Lake Wallenpaupack Watershed.

Part 1: Training Session – Thursday May 14th, from 9-4

Community association representatives will attend a mandatory training session on environmentally sensitive maintenance practices presented by the Penn State Center for Dirt, Gravel, and Low-volume Road Studies. This training program will provide association road committees, maintenance staff, and/or contractors with best practices to maintain their privately-owned roads and reduce nutrient pollution to our lakes and streams. Practices presented in this training will help associations address frequent maintenance issues with sustainable and science-based solutions.

Part 2: Competitive Grant Program Application Process

Associations must be located within the Lake Wallenpaupack Watershed. Any association attending Part One (the training session) will be eligible to apply for grant funding to remediate pollution sources. Associations will be required to provide **at least 25%** of the total project cost as a match. Match contributions may be cash or in-kind. Project proposals must address worksites where nutrient/sedimentation directly impacts a stream or other waterway.

Eligible Project Examples:	Ineligible Projects:
<ul style="list-style-type: none"> • Stormwater/drainage improvements • Road bank stabilization • Road base improvement • Road surface remediation (drainage improvements required prior to surface remediation) • Wetland crossing improvements • Roadside buffer implementation 	<ul style="list-style-type: none"> • Stream crossing improvements • Paving or installation of tar/chip surfacing (except replacement as part of drainage or culvert installation) • General maintenance • Worksites that do not directly impact a waterway.

Grant Applicant Requirements:

- Community associations (“applicants”) **MUST** be incorporated and insured. You will be legally contracted as a sub-grantee
- Applicant representatives must have completed Part One training to be eligible for funding.
- Applicant is responsible for:
 - determining prevailing wage requirements
 - determining property-ownership or documenting right-of-way
 - securing easements for work on privately-owned property
 - project design, planning, and permitting
 - hiring and contracting with their own contractor
- A copy of association meeting minutes or other documentation verifying board approval for the funding amount must be included with the application
- The applicant understands this is a reimbursement program and agrees to provide proof of payment to all contractors prior to requesting reimbursement.

For additional information, please contact:

Lake Wallenpaupack Watershed Management District
P.O. Box 143, Hawley, PA 18428
570-226-3865 *nick@wallenpaupackwatershed.org
<https://wallenpaupackwatershed.org/>

LAKE WALLENPAUPACK WATERSHED MANAGEMENT DISTRICT
DIRT, GRAVEL AND LOW VOLUME ROAD MAINTENANCE
GRANT APPLICATION COVER SHEET



Project Location: County _____ Project Location: Municipality _____		District Use Only Application Type: DGR <input type="checkbox"/> LVR <input type="checkbox"/> Funded Site ID: _____ Date Received: _____
Assoc. Rep. Who Attended Training _____ Assoc. Position(if any) _____		

Legal Name of Association _____		
Mailing Address _____		
Rtqlgev'Ngcf 1 _____	Phone _____	E-Mail _____
Rtqlgev'Ngcf "2 _____	Phone _____	E-Mail _____

Road Name(s) _____	Impacted Lake, Stream, or Tributary _____
Proposed Project Start Date _____	Proposed Project Completion Date _____
Existing Road Surface Type: <input type="checkbox"/> Unpaved <input type="checkbox"/> Paved	
Does association own road(s): <input type="checkbox"/> Yes <input type="checkbox"/> No	

Cr r rlec v'kp 'Tgs wlt go gpw'c'pf 'Cwcej o gpw'Ej gemkuv

30Project Scope- Your project proposal should include a written narrative describing project goals, diagram/plan drawings, contractor quotes, and any other supporting documentation or photos related to your proposal. Plan drawings and construction details. Technical guidance and construction details for many practices are available on the grant program page of www.wallenpaupackwatershed.org.

40Association Approval- Please include a copy of association or board meeting minutes approving funding request, match amount, and total project cost.

50Funding Commitment Letter- Please provide a letter from your association indicating the association has sufficient funds to pay any contractor(s) in full prior to receiving reimbursement. If your association plans a project in excess of your budget/available funding, please provide an explanation of how you will fund the project, i.e.- special assessment, private loan, short-term bank loan, etc.

60Road Ownership- Please provide a letter/explanation of road ownership. If your association owns the roads (or project area), maintains them under the authority of a right-of-way or recorded easement, or through by-laws, please explain the arrangement.

70Letters of Commitment- If your proposal includes "off right-of-way" work or project work located on property not owned by your association, please provide letters of agreement or commitment from adjacent landowner(s). If funding is awarded to your association, additional easements or agreements will be required from adjacent landowners.

80Project Location Map- If your proposal includes multiple sites, please provide a map of your association showing individual worksites.

I tcv'Tgs wguv'ctg'rko kcf 'q'97' 'qh't qlgev'equv
 Cr r rlec p'v'ctg'tgur qpukdng'ht'47' 'o cvej

Grant Requested..... \$ _____
O cvej 'Contribution.... \$ _____
Total Project Cost..... \$ _____

Signature	Date
Signature	Date

Lake Wallenpaupack Watershed Community Association

Dirt, Gravel, and Low-Volume Road Program

Required Acknowledgments

Applicant/Association Name: _____

This application may be completed by an association member or road committee member, but the signatures and acknowledgments within this document should be executed by someone having authority to transact business on behalf of the applicant/association (Board President or Vice President).

The information you provide in this request form will help LWWMD direct limited resources to where they are most needed, so please complete this form in its entirety, including attachments. **Should any portion of this request be incomplete, LWWMD reserves the right to reject the application.** Funding for this program is provided by the Commonwealth of Pennsylvania through the Growing Greener Program. In addition to the requirements listed on page 1, the following conditions are required by our contract with the Commonwealth of Pennsylvania.

By completing this application and initialing on the line next to each item, you, the applicant, agree to the following terms:

1. _____ Applicant agrees to provide rights of entry to property for the purpose of assessment, prioritization, survey, design, and if selected, implementation, as well as future inspections of the project area by LWWMD, Pennsylvania Department of Environmental Protection, or any agents/assigns of the named organization or agencies. (Please refer to the Landowner Agreement Form at the end of this document)
2. _____ Applicant will be responsible to provide a minimum 25% match (cash or in-kind) of the total cost of the project.
3. _____ Applicant or Landowner agrees to be the permit applicant, if any permits are needed. Final Contracts will not be executed in the absence of any necessary permits.
6. _____ Applicant agrees the project will utilize practices presented in materials by the Penn State Center for Dirt, Gravel, and Low-volume Road Studies.
7. _____ Applicant agrees the majority (90% or more) of funds, if awarded, will be applied to direct implementation costs (e.g., construction materials and labor). Surveying and/or engineering are capped at 10%.
8. _____ Applicant understands this is a reimbursement-based grant and only paid invoices marked with method of payment and the date paid will be reimbursed or counted as cash match. Reimbursement time frame is dependent on DEP grant processing and could exceed twelve weeks.
9. _____ Applicant agrees the project will be completed by September 30th, 2027. A final report and reimbursement request will be submitted by October 8th, 2027. Reimbursements will not be issued for submissions past this date- no exceptions.
10. _____ Applicant understands reimbursement will only be made on expenses incurred during the contract period. In some cases, expenses incurred outside the contract period may be eligible for match.
11. _____ Applicant understands they will be entering into a legal contract with LWWMD.

All lines above must be initialed to be considered for review and funding.

DEADLINE FOR SUBMISSION

Please submit one (1) hardcopy (postmarked by August 15th, 2021) to the address on page 1 of this form and one (1) electronic copy via email (by 5pm on August 15th, 2021) to nick@wallenpaupackwatershed.org. LWWMD reserves the right to reject incomplete applications. This completed application and attachments will become part of your contract.

Completing and submitting this request form in no way guarantees the project will be funded. If this application is selected for funding the applicant will be required to enter into a contract with the Lake Wallenpaupack Watershed Management District (LWWMD).

In addition, if selected for funding, the applicant hereby accepts and understands this is a reimbursement-based grant and only paid invoices with proof of payment will be accepted.

Applicant also understands reimbursement for submitted invoices can take 12 weeks or longer for reimbursement depending on turnaround from the Commonwealth's Comptroller Office.

The applicant also understands that reimbursement requests could be delayed should a budget impasse occur at the state legislature.

As part of the reimbursement request, documentation must be provided of all cash and in-kind contributions to the project to meet the 25% match minimum. Documentation for proof of payment may include copies of paid invoices, canceled checks, and/or bank statements showing cleared checks.

Applicant acknowledges no reimbursement will be made until documentation of grant requested funds, match, and program compliance has been satisfied.

I certify I have read and understand the above conditions and I am an authorized signer for the above-named association (applicant).

Signature

Witness Signature

Printed Name and Title

Date

Printed Name and Title

Date

LAKE WALLENPAUPACK WATERSHED MANAGEMENT DISTRICT
**DIRT, GRAVEL AND LOW VOLUME ROAD MAINTENANCE
PROJECT WORK PLAN**

Applicant

Road Name

Date

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Instructions:

- Draw a sketch of the proposed project that includes:
 - All Proposed Work (i.e., Cross Pipes, Swales Base Improvements, Other ESM Practices)
 - Project Road Length in Feet or Miles
 - Nearest Intersection and/or Reference Landmarks
 - Known Utilities
 - North Arrow
- Attach a copy of a locational map with the project highlighted
- Attach additional project details as necessary



Dial 8-1-1 or 1-800-242-1776 not less than 3 business days nor more than 10 business days prior to the start of excavation.

North Arrow

Project Length = _____ feet miles

Lake Wallenpaupack Watershed Community Associations

Dirt, Gravel, and Low Volume Road Grant Program

Applicant Requirements, Explained

The Lake Wallenpaupack Watershed Management District (LWWMD) is pleased to offer grant funding to our community association partners to address sediment pollution from our privately-owned roads. The Community Association Dirt, Gravel, and Low-Volume Road Maintenance Program is funded by a PA Department of Environmental Protection Growing Greener Grant to LWWMD. When Commonwealth funding is used in a project, there are requirements placed on grantees and sub-grantees to ensure responsible use of taxpayer money. The community associations applying for these funds are considered sub-grantees/contractors to LWWMD. Please carefully review the following conditions and adhere, as appropriate, while completing your application.

Filling Out Your Application

Many items on the application are self-explanatory. For those that are not, please use this section as a guide.

If you still have questions, please don't hesitate to call. We are here to help! 570-226-3865

Legal Name of Association- Please provide the name as it appears on Articles of Incorporation or tax documents. This helps streamline the process of future contracting and compliance checks with PA Dept. of Environmental Protection.

Project Leads- Please provide the names of two association members who will serve as project managers/points of contact. These names should be the individuals who are leading the project and will maintain contact with LWWMD. Communication regarding the project will include both individuals to help keep projects on track and provide continuity if one person's family or professional obligations prevent them from being present. These individuals do not need to be officers of the organization. The official signatures and acknowledgements throughout this application packet must be executed by officers, but Project Leads can be anyone designated by the association (i.e.- a road committee person).

Project Scope- Your project proposal should clearly describe and show the scope of the project. You should include a narrative, sketch plans/diagrams, and contractor quotes. Be sure to use reference points in narratives and plans (i.e.- "beginning at the telephone pole by 123 Any Street", or "the road will be regraded to 6% slope for 500 ft from the driveway at 123 Any Street to the south side of the intersection with Smith Hill Rd"). Any maps or plan drawings should include dimensions, reference points as described above, and photos of existing conditions. Maps and plan drawings should also note existing infrastructure (i.e.- "existing 18 in. culvert pipe to remain with new R-4 rock lined channel"). Technical guidance documents showing installation techniques are available on the grant program page of our website and should be incorporated into your proposal whenever possible. If you plan to submit proposals for multiple sites within your association, please include separate or itemized diagrams and contractor quotes for each site.

Association Approval- Please provide documentation that your association board has approved submission of your application and specifically reference dollar amounts.

Funding Commitment Letter- The intent of this program is to help your association complete major improvement projects that you might not be able to complete without funding assistance. If you plan a major project, please provide a letter indicating whether your association has the funds to fully pay your contractors. If you plan a project in excess of

available funding, please provide a letter indicating how you plan to secure necessary funding. Options may include special assessments of your membership, an association member providing a private loan to the association, a short-term bank loan, etc.

Road Ownership- The applicant will be responsible for documenting landownership of the proposed project area. This is one of the most widely variable aspects of completing these projects around our watershed. This information will be a topic of discussion during pre-application site visits. Many other parts of project planning will be easier if you provide detailed information early in the process.

Letters of Commitment- If your proposal includes "off right-of-way" work or project work located on property not owned by your association, please provide letters of agreement or commitment from adjacent landowner(s). A letter indicating the landowner is willing to cooperate is all we require for your application. If your association is awarded funding, we will require a temporary construction easement and permanent maintenance easement prior to contract execution. Final determinations on easements and any other necessary documents will be determined by LWWMD legal counsel. In addition to easements, grantees will be required to execute a **Landowner-Grantee Agreement-** This document is the agreement between LWWMD and your association as required by PA Department of Environmental Protection. It does not need to be filled out and is only included at the end of this packet for reference of requirements.

Project Location Map- If you plan to submit proposals for multiple sites, please provide a map of your overall community referencing the sites. Please differentiate them by number or name.

Additional Requirements

Pre-application Site Visit- All applicants are required to meet with LWWMD personnel prior to submitting an application. We strongly recommend scheduling a visit with us and your contractor if possible. We know our community associations are most often run by volunteer board and committee members. We value your time and effort. Pre-application meetings help you avoid spending time on a proposal that does not fit the goals of the program. Please reach out to schedule a visit as soon as possible. The 2023 program averaged 2-3 hours per visit.

Community Association Incorporation and Insurance

Successful applicants will be entering into a contract with LWWMD, and as such, must be an official entity recognized by the Commonwealth of Pennsylvania. Personnel/elected officers of the incorporated entity who have the authority to transact business for the association will be responsible for signatures and acknowledgements on the contract. Successful applicants may also be required to list LWWMD as an "additional insured" on liability insurance policies.

Pennsylvania's Environment Facility Application Compliance Tracking System (eFACTS)

If funding is awarded, each association will have to provide information such as their legal address and Federal ID Number (FEIN) for a compliance check related to environmental permitting deficiencies. Associations may also have to pass a Contractor Responsibility Program (CRP) check. These compliance checks are required before any entity is eligible to receive grant funding. LWWMD will coordinate submission of this information to PA Department of Environmental Protection.

Operation, Maintenance, and Repair Plan (OM&R)

If awarded funding, grantees will be required to develop an OM&R Plan. This document is only included for reference with the Landowner-Grantee Agreement and is not a required part of this application.

Continued on next page

Prevailing Wage Requirements

If the grant project includes construction work where the total project cost is greater than \$25,000, the Pennsylvania Prevailing Wage Act may apply. Construction is defined to mean public work projects including construction, reconstruction, demolition, alteration and/or repair work other than maintenance work. If awarded funding, it is the responsibility of the applicant to contact the Pennsylvania Department of Labor and Industry, Bureau of Labor Law Compliance and to adhere to all requirements. Visit www.dli.pa.gov, Search: prevailing wage quick links, for more information.

Generally speaking, you can assume the following:

- Prevailing Wage requirements apply to all contracted labor on the project.
- If an association has paid maintenance staff and that paid staff is performing the work, prevailing wage is not required. Staff time is eligible as match at the actual hourly rate of the staff person.
- If a contractor is a Sole Proprietor, they may be exempt from prevailing wage rates. Reporting requirements and final determinations will be made by PA Dept. of Labor and Industry.

Prevailing wage has the potential to add appx. 30% to the cost of a project. In order to help your association obtain accurate quotes from your contractors, we have copied prevailing wage rates from past projects below. These are the hourly rates that must be paid to employees working on your project. The rates provided for 2027 cannot be guaranteed, but they should be very close based on incremental changes in prior years. Laborer rates and Operator rates are based on the classifications covering the majority of work and machine types used in performing road work projects. Some laborers and equipment operators may be covered under different classifications. Contractors should refer to definitions provided by the PA Dept. of Labor and Industry in order to provide accurate proposals.

Prevailing Wage Rate Estimates												
Worker Classification	2024			2025			2026			2027** ESTIMATES**		
	Hourly	Fringe	Total	Hourly	Fringe	Total	Hourly	Fringe	Total	Hourly	Fringe	Total
Rates taken from existing projects within Pike and Wayne Counties												
Laborer (Class 03)	29.22	19.49	48.71	30.22	19.99	50.21	31.22	20.44	51.66	32.22	20.99	53.21
Operator (Heavy, Class 02)	42.02	29.57	71.59	43.18	30.41	73.59	44.34	31.25	75.59	45.5	32.09	77.59
Truck Driver (Class 01- Single Axle)	37.72	0	37.72	41.87		41.87	41.87		41.87	45-50		45-50
Truck Driver (Class 02 Tandem/Tri-Axle)	37.79	0	37.79	41.94		41.94	41.94		41.94	45-50		45-50

Document Number

LANDOWNER – GRANTEE AGREEMENT

This Agreement, made this _____
(Date)

by _____

(Landowner(s))

residing at _____ telephone # _____

_____, PA _____
(city) (ZIP)

and Lake Wallenpaupack Watershed Management District
(Grantee)

Project description: _____

The Project is located at: _____

Latitude: _____ Longitude: _____

Section 1 – Agreement Provisions

- A. In consideration of the benefits that incur from the investment in the property, and/or monies received, the Grantee and the undersigned Landowner agree to participate in the Pennsylvania Department of Environmental Protection (“PA DEP”) Grant Program and comply with the terms set forth in this Agreement.
- B. Landowner represents and agrees that he/she is the sole owner of the real property on which the Project is to be performed, or has secured a sufficient property interest, including any easements or right-of-ways, necessary to grant access for the completion and maintenance of the Project. A map of the Project site, including adjacent streams and roads, is attached hereto as Exhibit A (“Premises”).
 - 1. Landowner agrees that the PA DEP and/or Grantee, its employees, agents and contractors shall have the right to enter upon the Premises to perform the work described in the “Scope of Work” attachment of the DEP Grant Agreement. The right to enter shall also include periodic monitoring visits for the life of this Agreement.
 - 2. By offering the Premises for implementation of this Project, Landowner agrees to allow access, design preparation and implementation and repair of the Project for the duration of construction and for the time period identified in Section 1, Paragraph B (11) of this Agreement.

3. Grantee agrees that the Conservation Practices/Best Management Practices ("CP/BMPs") needed to correct the problems identified in the "Scope of Work" attachment of the DEP Grant Agreement shall be performed according to the (*Check all that apply*):
- a) The NRCS Pennsylvania Field Office Technical Guide,
 - b) The Guidelines for Natural Stream Channel Design in Pennsylvania,
 - c) The USDA NRCS National Engineering Handbook,
 - d) A Handbook for Constructed Wetlands, Volume 4, Coalmine Drainage,
 - e) The Stormwater Best Management Practices Manual,
 - f) Plans developed by or certified by a Registered Professional Engineer and approved by PA DEP,
 - g) Manure Management or Nutrient Management plan developed for the operation.
4. The CP/BMPs shall be maintained pursuant to Section 2, Paragraph C of this Agreement.
5. The Landowner Grantee shall be responsible for adherence to the standards set forth in Section 2, Paragraph C and shall not act in any manner inconsistent with the terms of this Agreement.
6. The Landowner Grantee agrees not to destroy, alter or modify the CP/BMPs, except to perform needed repairs, for the period covered by this Agreement, nor to undertake any action on land under the Landowner's control which tends to defeat the purposes of this Agreement.
7. Any marketable credits toward nutrient effluent limits (nutrient reduction credits) that may be realized on account of the Commonwealth funded portion of this Project and recognized by the DEP, are the property of the Commonwealth of PA, which maintains full ownership thereof. The Landowner and Grantee recognize and release all rights, claims, title or ownership to the nutrient reduction credits that are generated as a result of the Commonwealth funded portion of the work specified in this Agreement, for the time period covered by this Agreement.
8. Any aquatic resource compensation credits, including but not limited to wetland, waterway, aquatic habitat, floodplain or riparian credits, realized from the Commonwealth funded portion of the project, and recognized by the Pennsylvania Department of Environmental Protection, are the property of the Commonwealth of Pennsylvania, which maintains full ownership thereof. The Landowner and Grantee recognize and release all rights, claims, title or ownership to the aquatic resource compensation credits, in perpetuity, that are generated as a result of the Commonwealth funded portion of the work specified in this Agreement.
9. Landowner agrees to refund all or a portion of the value of the CP/BMPs installed, as determined by the Grantee and DEP, if before the expiration of the term of this Agreement, the Landowner (a) destroys, alters or modifies the CP/BMPs installed, or (b) voluntarily relinquishes control or title to the land on which the CP/BMPs have been established, and the new landowner and/or operator of the land does not agree to maintain the CP/BMPs for the remainder of the term of this Agreement. If the new landowner agrees to assume Landowner's obligations and to maintain the CP/BMPs for the remainder of the term of this Agreement, then a new Landowner-Grantee Agreement shall be executed by the new landowner.
10. This Agreement shall be binding on the parties, their heirs, legal representatives, successors, and assigns.
11. The term of this Agreement shall be for the duration of Project construction and a period of 20 years thereafter.

Section 2 – Additional Agreement Provisions

A. Tenant Provision

“Landowner” is a Tenant under a _____	
(Term of Lease)	(Oral/Written)
Lease agreement effective _____,	with _____
(Date)	(Landlord Name)
as Landlord, covering property located at _____	
	(Address)
Landowner enters this Agreement subject to the superior rights of the landlord in the Premises, and for a term subject to the duration of Landowner's leasehold interest.	

B. Special Conditions (Site specific concerns)

C. Operation, Maintenance and Repair Plan (To be attached)

Section 3 – Agreement Signatures

(Landowner Signature)

(Date)

(Landowner Name Please Print)

(Date)

(Landowner Signature)

(Date)

(Landowner Name Please Print)

(Date)

(Grantee Representative Signature)
Must be an officer of the organization

(Date)

Kenneth Coutts, Chairperson
(Grantee Representative Please Print)

(Date)

OPERATION, MAINTENANCE AND REPAIR PLAN

Proper operation and maintenance of Best Management Practices “(BMPs)” is critical for their success and longevity. The goal of this project is the establishment of _____

(List BMPs)

for improvement of water quality.

1) Components of the Project (List all practices being installed within this project):

2) Parties agree to perform all Maintenance Tasks as described in the chart at the end of this document.

3) Allowed activities:

-
-
-

Prohibited activities:

-
-
-

4) The Landowner(s) Grantee shall be considered to be in breach of this Agreement if he/she does not maintain and repair the project in compliance with this plan or willfully neglects any other terms of this agreement.

5) The Landowner(s) Grantee agrees to comply with all Federal, State, local laws, rules and regulations. This would include noxious weed control.

6) The Landowner(s) Grantee shall be responsible for all normal, routine maintenance and normal, routine repair of the site and project.

7) Other Special Conditions:

-
-
-
-

Maintenance Tasks

Practice	
Maintenance required	
Schedule	
Responsible Party	
Practice	
Maintenance required	
Schedule	
Responsible Party	
Practice	
Maintenance required	
Schedule	
Responsible Party	