

Tulpehocken and Quittapahilla Watershed Enhancement Program Grant Application (2022)-BACKGROUND



BACKGROUND & INSTRUCTIONS

The Pennsylvania Fish and Boat Commission (PFBC) is seeking applications from conservation partners for projects to be conducted in the Tulpehocken Creek and Quittapahilla Creek Watersheds. Through an agreement between the PFBC and Helix Ironwood, LLC, funds provided by Helix Ironwood, LLC are to be applied to projects that will improve aquatic habitat, water quality, improve or expand recreational use of the fishery, or studies related to these issues in these watersheds. This application form is to be used to apply to the PFBC for a grant in support of projects funded by this grant program.

GENERAL SELECTION CRITERIA

In 2022, the PFBC will give priority to projects that directly improve aquatic habitats for fisheries. Projects may include, but are not limited to: instream habitat enhancements, riparian buffers and wetland restoration/protection.

Other activities, such as improving water quality, recreational fishing opportunities or studies related to these topics will be considered. Examples of such projects include, but are not limited to: fish stocking, fishing access, maintenance or creation of facilities to encourage, improve or expand recreational use of the fishery, or studies related to these topics.

Applications will be evaluated based on:

CHARACTERISTIC	GENERAL DESCRIPTION
Project Location	The project is located in one, or both, of the designated watersheds (i.e., Tulpehocken, Quittapahilla).
Completeness	The application includes: a map, project description, goals, list of partners, implementation details tied to the budget, etc. as requested in the application.
Clarity	The proposal clearly describes the work to be conducted and is well-organized.
Budget	Requested funds are reasonable and necessary for the tasks described. Notes: <ul style="list-style-type: none"> • Availability of matching contributions (e.g., cash, in-kind materials services, volunteers) provided by the grant applicant or partners will be considered in the evaluation process. • Grant requests of less than (<) \$100,000 are encouraged.
Feasibility for Successful Project Completion	Based on the application and budget, there is a strong likelihood of successfully completing the work within the stated time-frame. The applicant (and/or sub-contractor) has experience conducting this type of project or similar work.
Applicant Qualifications and Experience	The applicant’s qualifications and experience, including completing similar projects, illustrate their ability to perform and fully complete the project on-time and as budgeted.

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Environmental Benefits/ Recreational Improvement	For 2022, the <u>priority</u> is for projects that will achieve measurable environmental benefits for fisheries (e.g., instream habitat enhancements, riparian buffers and wetland restoration/protection). Other activities, such as improving water quality, recreational fishing opportunities, or studies related to these topics will be considered.
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APPLICATION DEADLINE

- Applications must be **received no later than 4:00 PM (Eastern), Friday, October 21, 2022.**

Contact

Diana M. Day (Conservation Coordinator)

Phone: 717-346-8137

Email: diday@pa.gov

GRANT PROGRAM CONDITIONS

- Your grant application will be evaluated based on the information provided. Completeness and accuracy are important. Questions regarding this grant application should be directed to the PFBC at (717) 346-8137.
- ****Public fishing access is required for any funded project****. Before applying, applicants should confirm landowner willingness for this requirement. A completed, signed agreement is required for funded grants, but not for the application process. *Draft [agreement form provided below.](#)*
- Successful applicants will be required to:
 - Execute a cooperative agreement with the PFBC.
 - Comply with appropriate Commonwealth requirements in the implementation of the grant, including obtaining necessary permits and obtaining the Commonwealth's Electronic Management System, SAP Vendor #. For information: <http://www.budget.pa.gov/Services/ForVendors/Pages/default.aspx>
 - Submit additional information as requested for execution of the cooperative agreement.
 - Maintain financial and project records.
 - Prepare and submit quarterly and final performance and financial reports.
- Project sites will be subject to visits by PFBC staff.
- Applicants may submit multiple applications. Use a separate application and budget form for each project.

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GRANT APPLICATION SUBMITTAL INSTRUCTIONS

- Grant applications must be submitted in their entirety.
- All grant applications must be **signed and dated**.
 - Applications may be submitted by hard copy or e-mail.
 - **Important:** The PFBC is not responsible for undelivered applications. It is the applicants responsibility to ensure the materials are received by the PFBC prior to the application deadline.
- E-mail Submissions: If applications are submitted by e-mail, send to: diday@pa.gov.
- Hard-copy Submissions: Applicants may submit the grant application, budget file, and additional attachments, in hard-copy (one copy) and digitally on an electronic data stick (i.e., jump drive) in Microsoft® WORD .docx (Grant Application) or Microsoft® Excel .xlsx (Budget). Supporting documents may be in MS-Word, MS-Excel or Adobe® pdf. Send to:

Mailing Address	Physical Address
PA Fish and Boat Commission c/o Diana M. Day Bureau of Fisheries P.O. Box 67000 Harrisburg, PA 17106-7000 (717) 346-8137	PA Fish and Boat Commission c/o Diana M. Day Bureau of Fisheries 1601 Elmerton Avenue Harrisburg, PA 17110 (717) 346-8137

IMPORTANT: All deliveries are processed through a Commonwealth central receiving facility and delivery to PFBC may be delayed an estimated 3-5 days. Example: Overnight delivery scheduled for a Thursday, may not arrive until the following Monday or Tuesday. It is the applicant’s responsibility to ensure materials arrive by the due date/time.

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LANDOWNER AGREEMENT (SAMPLE)



Rev.
11/2016

COMMONWEALTH OF
PENNSYLVANIA
Fish and Boat Commission

Document Number

LANDOWNER – GRANTEE AGREEMENT

This Agreement, made this _____
(Date)

by _____

(Landowner(s))

residing at _____ telephone # _____

_____, PA _____
(city) (ZIP)

and _____
(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 Fish and Boat Commission (“PFBC”) Tulpehocken and Quittapahilla Watershed Enhancement 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

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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 PFBC and/or Grantee, its employees, agents, and contractors shall have the right to enter upon the Premises to perform the work described in Exhibit B (Scope-of-Work) of the PFBC's Cooperative Agreement, which is incorporated herein by reference. 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, subject to available funds, for the duration of construction and for the time period identified in Section 1, Paragraph B (10) of this Agreement.
3. Grantee agrees that the Conservation Practices/Best Management Practices "CP/BMPs" needed to correct the problems identified in Exhibit B (Scope-of-Work) of the PFBC's Cooperative Agreement shall be performed according to the *(Check all that apply)*:
 - a) The USDA 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 PFBC,
 - 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 and the Grantee agree 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.

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7. The Landowner agrees to keep the Premises open to the public without charge for fishing and resource management except as noted in Section 2.B. Public use shall be subject to the rules, regulations and/or limitations established by the PFBC presently or in the future to regulate fishing activities. The public shall have access to the Premises via the waterway and from any public rights of way. The Landowner reserves the right to (1) use the Premises in the same manner as the “public;” and (2) take any action permitted under law to remove from the Landowner’s property persons entering the Premises for purposes other than those expressly authorized under this Agreement.
8. The Landowner agrees to reimburse the Grantee for the implementation costs of the Project, as determined solely by the Grantee and the PFBC, if before the expiration of the term of this Agreement, the Landowner (a) destroys, alters or modifies the CP/BMPs installed, (b) prohibits public access as required herein, or (c) 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 or allow public access 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 and allow public access for the remainder of the term of this Agreement, then a new Landowner-Grantee Agreement shall be executed by the new landowner.
9. This Agreement shall be binding on the parties, their heirs, legal representatives, successors, and assigns.
10. The term of this Agreement shall be for a period of 10 years.

[Continued on next page.]

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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)
(Grantee Representative Name – Please Print)	(Date)

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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 to establish in-stream and riparian habitats to support fish and other aquatic life, with an emphasis on trout and physical/chemical attributes to reduce streambank erosion, sedimentation, and nutrient inputs along this reach of Cacoosing Creek for improvement of water quality and angling opportunities.

(List BMPs)

- 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:

- Fishing
-

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.

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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:

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Maintenance Tasks

Practice	All practices in the project area
Maintenance required	
Schedule	
Responsible Party	
Practice	
Maintenance required	
Schedule	
Responsible Party	
Practice	
Maintenance required	
Schedule	
Responsible Party	

Exhibit A. Project location-