

STATE OF VERMONT

Request for Nonpoint Source Pollution Reduction Project Proposals

Date Issued: March 18, 2011

Request

With federal fiscal year 2011 funding likely to be provided by the US Environmental Protection Agency (EPA) under authority of Section 319 of the federal Clean Water Act, the State of Vermont is pleased to be able to seek project proposals from governmental agencies or non-profit organizations. Interest is to provide financial assistance to implementation project proposals that will result in the control, management and reduction of water pollution arising from certain priority nonpoint source discharges. Awards will be issued based on available funding.

Background & Goal of Request

Congress enacted Section 319 of the Clean Water Act in 1987 establishing a national program to control and abate nonpoint sources of water pollution. Under Section 319, each state was to address nonpoint source (NPS) pollution¹ by developing a NPS assessment report and by adopting management programs to control NPS pollution. These were to be followed by implementation of management programs.

Congress appropriated Section 319 grant funds for the first time in federal fiscal year 1990. In federal fiscal year (FFY)1999 and arising from the federal Clean Water Action Plan, Section 319 was authorized to receive a significant increase in funding. The increase in funds, referred to as Section 319 incremental funds, have been made available to Vermont since 2000 through 2010.² Incremental funds will likely soon be available to the State of Vermont again in 2011. Section 319 funds have been applied throughout Vermont to assist in a wide variety of NPS projects and activities.

The goal of this Request for Proposals (RFP) under 2011 Section 319 incremental funding is to support restoration or implementation activities located in watersheds that are impaired by NPS pollution and that are addressed by a watershed restoration plan. The total amount of grant funds available under this RFP will be determined once EPA makes the 2011 Section 319 award to the State.

Ranked Priority Nonpoint Source Categories (#1 - 3) for 2011 Funding

#1. Projects or watershed plans that will help restore the following list of waters impaired by nonpoint source pollution. This is a subset of the full list of impaired waters known as the "303(d) List of Waters." This subset of waters is being given priority as the State and EPA are seeking to target the limited amount of funds to watersheds where 319 resources are likely to have the best chance of contributing to the attainment of water quality standards or to measurable water quality improvements. All proposed projects should be consistent with applicable local watershed restoration plans. If a local watershed plan has not been developed for one of these waters, applicants may propose to prepare a plan with Section 319 funds. Proposed watershed plans must be developed in coordination with the applicable river basin plan and incorporate the nine components of watershed-based plans described at the end of the attached work plan format. The priority NPS waters in this category are listed in Table 1 below.

¹ According to EPA, NPS pollution is caused by rainfall or snowmelt which carries man-made or natural pollutants into surface or ground water or wetlands. Atmospheric deposition and hydrologic modification are also sources of nonpoint pollution.

² Award of Section 319 incremental funds since 2000 was also made possible as a result of EPA approval of the Enhanced Vermont Nonpoint Source Management Program (October 1999).

Table 1: Priority Waters for Nonpoint Source Projects.

Waterbody Name	Waterbody ID Number	Town(s)	Pollutant(s) Causing Impairment	Nonpoint source(s)
Mettowee River	02-05	Pawlet	Elevated temperature	Loss of riparian vegetation; close proximity of agricultural uses
Little Otter Creek	03-07	Ferrisburg	E.coli & TBD*	Agricultural runoff
Lewis Creek & Pond Brook	03-08	Ferrisburg, Charlotte, Hinesburg, Monkton	E.coli	Agricultural runoff
Lower Middlebury River	03-12	Middlebury	E.coli	Agricultural runoff, livestock, possible failed septic systems
Rock River & Saxe Brook	05-01	Highgate Franklin	TBD	Agricultural runoff
Jewett Brook	05-07	St. Albans	Sediment, nutrients, E.coli	Agricultural runoff
Rugg Brook	05-07	St. Albans	E.coli & TBD*	Agricultural runoff
Stevens Brook	05-07	St. Albans	Sediment, nutrients, E.coli, oil, grease, hydrocarbons	Agricultural runoff, morphological instability
Mill River	05-07	Georgia	Sediment, nutrients, E.coli	Agricultural runoff
Stone Bridge Brook	05-08	Georgia Milton	TBD*	Agricultural runoff, land development
Direct small drainages to inner Malletts Bay	05-09	Colchester	E.coli	Urban runoff, failed/failing septic systems
Potash Brook	05-11	South Burlington	Stormwater, E.coli	Stormwater runoff, land development, erosion; beach closures
Berry, Godin, Samsonville & Trout Brooks	06-04	Berkshire	Sediment, nutrients, E.coli	Agricultural runoff
Deer Brook	07-03	Georgia	Sediment	Stormwater discharge, sand pit, corroding culverts
Mill Brook	07-09	Fairfax	Sediment, nutrients	Algae growth
Allen Brook	08-02	Williston	Stormwater, E.coli	Stormwater runoff, land development, erosion
Muddy Brook	08-02	South Burlington, Williston	Toxics, nutrients, elevated temperature	Lack of buffer, land development
Folsom Brook	08-20	Waitsfield	E.coli	Failed/failing septic systems, agricultural runoff
Crosby Brook	13-13	Brattleboro	Sediment	Channelization & loss of riparian buffers
Newton Brook	13-16	Vernon	Sediment	Agricultural activity
Tributary to Tabor Branch	14-05	Topsham	TBD*	Agricultural & barnyard runoff, milkhouse effluent
Crystal Brook	17-01	Derby	Sediment, nutrients	Agricultural activity

(*) TBD means "to be determined." In some cases, specific pollutants have not been measured. Impairment based only on biological sampling.

#2. Nonpoint source projects that will help implement the Lake Champlain Phosphorus Total Maximum Daily Load (TMDL).

#3. Other nonpoint source projects that are consistent with the RFP's evaluation criteria found below.

Category #1 projects are those with the highest priority. While projects in any of the three categories will be considered for funding, projects in category #1 will be viewed with greater urgency during the proposal review process.

Eligible & Ineligible Projects/Activities

Eligible types of NPS management/implementation activities fall into five general categories and include:

demonstration - projects that accelerate the adoption of new or innovative NPS controls or technology;

watershed resource restoration - projects that protect and restore wetlands, rivers and streams, lakes and ponds, riparian areas and related aquatic habitats;

technical/financial assistance - projects that provide assistance (e.g. project development, training, technology transfer) with the implementation of NPS controls;

monitoring - projects that assess the affect of NPS implementation projects on surface or ground water.

watershed-based planning – in the absence of a watershed restoration plan, efforts that produce a local watershed plan containing, but not limited to, the nine required components designed to reduce NPS pollutant loadings contributing to water quality impairments. The nine (9) required components are described in an attached work plan format. Such plans must be prepared in coordination with applicable state river basin plans.

Ineligible types of activities not allowed under this RFP include:

- financial assistance to individuals;
- NPS research or general assessment or baseline watershed monitoring;
- in-lake treatment (e.g. sediment removal, alum treatment, aquatic plant treatment, aeration); and,
- stormwater controls specifically required by a NPDES stormwater permit.

Requirements

Proposed NPS implementation projects need to be developed and undertaken in a comprehensive manner. To assist NPS project proponents identify, design and apply effective measures on a competitive basis, the State has prepared a work plan format. It is highly recommended that interested project proponents submit proposals that are consistent with the work plan format attached to the RFP for reference.

Under this RFP, the State **REQUIRES** applicants document and provide non-federal match for all NPS activities funded under this program.³

Estimated Cost

Respondents should provide project costs in sufficient detail in order that an accurate evaluation of the proposal can be made by a review panel. Respondents are encouraged to submit proposals which do not request greater than \$45,000 in 319 funding. Proposals which exceed that amount may be submitted but should be presented as multi-year projects with an indication of annual grant fund needs.

Evaluation Criteria

The State is primarily seeking proposals that restore or improve water quality conditions. Proposals will be reviewed/evaluated against the following criteria:

- * Does the proposal include reasonable, measurable goals for water quality improvement or related environmental benefit and a method for evaluating environmental results of the project?

³ Section 319 funds represent 60% of a project (for example, a 319 grant of \$100 has a 40% non-federal match amount equal to approximately \$67). **In conjunction with this RFP, the State will REQUIRE successful applicants to provide at least one half of the 40% non-federal match.** Eligible forms of non-federal match are cash or in-kind services or a combination of both.

- * Are the project methods feasible, practical, cost effective?
- * Does the proposal include local support, participation and commitment? Does the proposal include more than the required level/amount of cash and/or in-kind services that can be considered as non-federal match? Does the proposal include interagency participation and commitment?
- * Has the applicant demonstrated appropriate expertise or experience including successful completion of previous projects?
- * Which of the three ranked NPS categories described beginning at the bottom of page 1 does the proposed project fall into?
- * Does the proposal help implement an EPA-approved TMDL? If the proposal does not help implement a TMDL, does the proposal help restore a Section 303d listed water⁴ addressed by a basin plan or by some other watershed plan?
- * Does the proposal include or commit to calculating or estimating nutrient or sediment loading reduction as a result of the project?
- * If the proposed project involves protection and restoration of streambank or riparian areas, is the project consistent with findings from geomorphic assessments using State-adopted assessment protocols and the equilibrium policy of the State as described by 10 VSA Section 1421?

Successful respondents selected to receive FFY2011 Section 319 NPS grant funds will be subject to the terms of a performance-based grant agreement. Following full execution of an EPA-319 funding award, the State will notify successful applicants of a 319 grant award. Issuance of a signed grant agreement is contingent upon FFY2011 funding availability. The typical format and general conditions of a State performance-based grant agreement can be found on the State's Water Quality Division's web page (go to www.vtwaterquality.org, then click on "grants").

The award of grant funds by the State will be contingent upon the recipient providing certificates of insurance showing certain minimum coverages are in effect for workers compensation, general liability and property damage, contractual liability and automotive liability. It is expected that grant recipients will maintain current certificates of insurance on file with the State through the term of the grant agreement. The customary grant provisions (Attachment C) of an agreement are provided on the following pages.

Proposal Due Date

One printed original and ten (10) printed copies of the proposal are due at the office of the Water Quality Division in Waterbury - or may be postmarked - by the close of business on **Friday, April 22, 2011**. One copy of the proposal (written in Word) shall be provided on diskette or CD. Electronic submittals of the proposal in any other form (i.e. facsimile, e-mail, e-mail attachment) will not be accepted.

Completed proposals or questions regarding this RFP can be directed to Rick Hopkins with the Vermont Water Quality Division at the following address:

Building 10 North, Second Floor
 103 South Main Street
 Waterbury, VT 05671-0408
 Phone: 802-241-3769
 FAX: 802-241-3287
 Email: rick.hopkins@state.vt.us

⁴ Contact the Vermont Water Quality Division (802-241-3787) for listing explanation and further assistance. The Year 2008 303d List of Waters can also be found by visiting the Division's web site: <http://www.vtwaterquality.org/planning/303dlist.pdf>.

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS (Revised 1/11)**

1. Entire Agreement: This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

2. Applicable Law: This Agreement will be governed by the laws of the State of Vermont.

3. Definitions: For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.

4. Appropriations: If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.

5. No Employee Benefits For Party: The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. Independence, Liability: The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

7. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the contract, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence

\$1,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

8. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.

9. Requirement to Have a Single Audit: In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and if this Subrecipient expends \$500,000 or more in federal assistance during its fiscal year, the Subrecipient is required to have a single audit conducted in accordance with the Single Audit Act, except when it elects to have a program specific audit.

The Subrecipient may elect to have a program specific audit if it expends funds under only one federal program and the federal program's laws, regulating or grant agreements do not require a financial statement audit of the Party.

A Subrecipient is exempt if the Party expends less than \$500,000 in total federal assistance in one year.

The Subrecipient will complete the Certification of Audit Requirement annually within 45 days after its fiscal year end. If a single audit is required, the sub-recipient will submit a copy of the audit report to the primary pass-through Party and any other pass-through Party that requests it within 9 months. If a single audit is not required, the Subrecipient will submit the Schedule of Federal Expenditures within 45 days. These forms will be mailed to the Subrecipient by the Department of Finance and Management near the end of its fiscal year. These forms are also available on the Finance & Management Web page at:

<http://finance.vermont.gov/forms>

10. Records Available for Audit: The Party will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the Agreement and for three years thereafter for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement.

11. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of Title 21V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.

12. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

13. Taxes Due to the State:

a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.

b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.

d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

14. Child Support: (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:

- a. is not under any obligation to pay child support; or
- b. is under such an obligation and is in good standing with respect to that obligation; or
- c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

15. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of his Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

16. No Gifts or Gratuities: Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

17. Copies: All written reports prepared under this Agreement will be printed using both sides of the paper.

18. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs or programs supported in whole or in part by federal funds.

19. Certification Regarding Lobbying: No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the State.

The Subrecipient shall require that the language of this certification be included in the award documents for all Grants at all tiers (including subgrants, and grants under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

20. OMB Circular A-133 Assurance: Subrecipient assures State that it complies with A-133 and that it will notify State of completion of required audits and of any adverse findings, which impact this Grant.

21. FFATA Compliance: Subrecipient agrees to comply with the requirements of the Federal Funding Accountability and Transparency Act (2 CFR Part 33), which requires the reporting of each transaction that obligates \$25,000 or more to a subrecipient to the USAspending.gov database within 30 days of the action.

22. Compliance with Cost Principles: Grantee shall comply with the requirements set forth in OMB Circular A-87 (for State and Local Governments including schools), A-122 (for Non Profit organizations), or A-21 (for Higher Education Institutions) as appropriate for the Grantee type of organization.

23. Compliance with Administrative Regulations: Grantee shall comply with the requirements of OMB Circular A-102 (State & Local Governments and Schools) or A-110 (Institutions of Higher Education, Hospitals, and Non Profit organizations) as appropriate for the Grantee's type of organization.

- 24. Supplanting:** If required, the Subrecipient will submit a Certification that funds will not be used to supplant local or other funding.
- 25. Audit of federal sub-recipient:** Under current interpretations of federal law, Subrecipient will be considered a “sub-recipient” subject to the federal single audit act. Subrecipient will comply with audit requirements contained in Circular A-128/ Circular A110 and/or other applicable circulars of the U.S. Office of Management and Budget. The cost of such an audit will be borne by the Subrecipient/is included in the payment provisions of this contract. Comment:
- 26. Availability of federal funds:** This contract is funded in whole or in part by federal funds. In the event the federal funds supporting this contract become unavailable or are reduced, the State may cancel this contract immediately, and the State shall have no obligation to pay Subrecipient from State revenues.

2011 Section 319 Nonpoint Source (NPS) Projects
***** Recommended Work Plan Format *****

Project Title: Provide a brief descriptive title of the project that specifically identifies those projects which may have a groundwater protection or watershed resource restoration purpose.

Problem or Need: Provide a clear statement of the water quality problem(s) and/or pollutant(s) to be addressed by the project. Identify why the project/activity merits consideration for funding. State whether the project is a watershed-based project or is a statewide NPS implementation activity. State whether/how the project supports restoration or pollution abatement called for in an EPA-approved Total Maximum Daily Load. If the project will not implement a TMDL, indicate whether/how the project will restore a Section 303d listed water⁵ addressed by a basin or watershed plan.

Agency, Organization or Department Proposing the Project: Indicate in this section also the specific individual responsible for the project's outcome.

Previous Accomplishments of Proposer: Briefly list all previous projects funded under Section 319, the water quality problem(s) addressed, water pollution abatement implemented, waterbody or waterbodies where the NPS abatement was achieved and, the amount of the award. Where possible, list the number of nonpoint sources abated, numerical changes in water quality and the extent (river miles, lake area) restored to full use support.

Categories & Subcategories of NPS Pollution being Addressed: Use EPA standard definitions as appropriate (see below).

Project Purpose & Objectives: Include a clear statement of the project purpose and project objectives.

General Project Plan: Provide an explanation of how the project will be developed and implemented. Include the project period with anticipated project start dates and anticipated project completion dates. Identify the specific waterbody or waterbodies which the project will concern.

NPS Treatment Goals: Provide the goal(s) associated with implementation of the practice, measure or technique.

Measures of Performance or Measures of Success: Describe how the effectiveness of the project in reducing or controlling NPS pollution and/or restoring watershed resource(s) will be evaluated. If applicable, describe how estimates related to the anticipated sediment or nutrient load reduction resulting from the project would be generated.

Specific Project Plan: List in sequence of performance each major project task, the dates between which the task will be performed, the specific output or accomplishment of each task and the cost of each task. Specify if **any** contracts are to be awarded. Identify any contracts or tasks which will require development of Quality Assurance/Quality Control plans associated with environmental data collection in accordance with EPA guidelines. Depending on the size or nature of the project, each work plan should be subdivided into five to twelve discrete, easily identifiable tasks. If the proposal includes stream

⁵ Upon request, the Vermont Water Quality Division is able to determine whether the water quality problem is in or affects a Section 303d listed water. The most recent List of Waters is on the Division's web page: <http://www.vtwaterquality.org/planning/303dlist.pdf>.

geomorphic assessment work, the project plan should be developed in accordance with the State's quality assurance plan for geomorphic assessment protocols.

Interagency Coordination, Roles & Responsibilities: Describe the level of participation and type of commitments expected from other agencies, organizations and/or individuals in conjunction with the project.

Public Participation: If appropriate, describe how and at what point(s) in the project this activity will be accomplished.

Expected Benefits: Reference and elaborate the specific project plan output which describes the magnitude and extent of benefits to be derived following project completion.

Citation of Project Need: Provide waterbody reference. Provide page number from applicable documents such as: the EPA-approved TMDL, State adopted or approved basin plan, the Section 303d List of Waters, the State List of Other Priority Waters or the 2010 Section 305b Report which establishes a need for your specific project. Identify watershed name and approximate project area.

Federal & Non-Federal Funds and Overall Budget: Indicate the amount requested from Section 319 funds. Provide details regarding the project budget in accordance with required table below. Describe the source(s) of required non-federal match. Eligible non-federal match can be provided as cash contributions or in-kind services or both.

Address & Phone Number of Person Responsible for Conduct of the Project: Person identified will be considered the Project Manager.

NPS Project Proposals - Budgetary Detail

Category	Federal 319 Funds	State Funds*	Other*	Total
Personnel/salary				
Fringe				
Supplies				
Equipment**				
Travel				
Contractual				
Construction				
Other (specify)				
Total Direct Costs				
Indirect				
Total Costs				

* - Figures represented in one or both of these columns constitute non-federal match. Non-federal match will need to be documented and submitted to the State before final grant payment. Other federal funds cannot be used as match.

** - Unit costs over \$1,000 must be itemized.

Nonpoint Source Categories & Associated Subcategories (as per EPA)

AGRICULTURE

non-irrigated crop production
irrigated crop production
specialty crop production
pastureland
rangeland
feedlots - all types
aquaculture
animal holding/management areas
manure lagoons

SILVICULTURE

harvesting, restoration, residue management
forest management
road construction/maintenance

CONSTRUCTION

highway/road/bridge
land development

URBAN RUNOFF

storm sewers
combined sewers
surface runoff

RESOURCE EXTRACTION-EXPLORATION-DEVELOPMENT

surface mining
subsurface mining
placer mining
dredge mining
petroleum activities
mill tailings
mine tailings

LAND DISPOSAL (RUNOFF/LEACHATE FROM PERMITTED AREAS)

sludge
wastewater
landfills
industrial land treatment
onsite wastewater systems (ie septic tanks)
hazardous waste
septage disposal

HYDROMODIFICATION

channelization
dredging
dam construction
flow regulation/modification
bridge construction
removal of riparian vegetation
streambank modification/destablization
draining/filling of wetlands

OTHER SOURCES

atmospheric deposition
waste storage/storage tank leaks
highway maintenance & runoff
spills
in-place contaminants
natural sources
recreational activities
upstream impoundment
salt storage sites

Watershed-based Plans – nine required components as expressed by EPA 319 Guidance (2004)

- A. An identification of the causes and sources or groups of similar sources that will need to be controlled to achieve the load reductions estimated in the watershed-based plan (and to achieve any other watershed goals identified in the watershed-based plan), as discussed in item (B) immediately below. Sources that need to be controlled should be identified at the significant subcategory level with estimates of the extent to which they are present in the watershed (e.g., X number of dairy cattle feedlots needing upgrading, including a rough estimate of the number of cattle per facility; Y acres of row crops needing improved nutrient management or sediment control; or Z linear miles of eroded streambank needing remediation).
- B. An estimate of the load reductions expected for the management measures described under paragraph (C) below (recognizing the natural variability and the difficulty in precisely predicting the performance of management measures over time). Estimates should be provided at the same level as in item (A) above (e.g., the total load reduction expected for dairy cattle feedlots; row crops; or eroded streambanks).
- C. A description of the NPS management measures that will need to be implemented to achieve the load reductions estimated under paragraph (B) above (as well as to achieve other watershed goals identified in this watershed-based plan), and an identification (using a map or a description) of the critical areas in which those measures will be needed to implement the plan.
- D. An estimate of the amounts of technical and financial assistance needed, associated costs, and/or the sources and authorities that will be relied upon, to implement this plan. As sources of funding, States should consider the use of their Section 319 programs, State Revolving Funds, USDA's Environmental Quality Incentives Program and Conservation Reserve Program, and other relevant Federal, State, local and private funds that may be available to assist in implementing this plan.
- E. An information/education component that will be used to enhance public understanding of the project and encourage their early and continued participation in selecting, designing, and implementing the NPS management measures that will be implemented.
- F. A schedule for implementing the NPS management measures identified in the plan that is reasonably expeditious.
- G. A description of interim, measurable milestones for determining whether NPS management measures or other control actions are being implemented.
- H. A set of criteria that can be used to determine whether loading reductions are being achieved over time and substantial progress is being made towards attaining water quality standards and, if not, the criteria for determining whether this watershed-based plan needs to be revised or, if a NPS TMDL has been established, whether the NPS TMDL needs to be revised.
- I. A monitoring component to evaluate the effectiveness of the implementation efforts over time, measured against the criteria established under item (H) immediately above.