



North Carolina Department of Environment and Natural Resources

Pat McCrory
Governor

Donald R. van der Vaart
Secretary

March 4, 2015

Ms. Erica Anderson
Land of Sky Regional Council
339 New Leicester Hwy, Suite 140
Asheville, NC 28806

Dear Ms. Anderson:

Enclosed is a fully executed copy of Contract No. 6285 between the Department of Environment and Natural Resources and **Land of Sky Regional Council for the Upper Swannanoa River 9-Element Watershed Action Plan Development.**

Invoices or matters regarding work to be performed should be directed to the Contract Administrator, Heather B. Jennings, as indicated on page three (3) of the contract document.

Please include Contract No. 6285 on each invoice submitted for payment.

Should you have any questions regarding the contract, you may contact me at (919) 707-8539.

Sincerely,

Marjorie Barber
Marjorie Barber
Purchasing Agent
Division of Financial Services
Purchase and Contract Section

Enclosure

cc: Heather B. Jennings, DENR Division of Water Resources
Jackie J. Moore, DENR Office of the Controller

STATE OF NORTH CAROLINA
COUNTY OF WAKE

GRANTEE'S FEDERAL
IDENTIFICATION
NUMBER: **-***4369

This Contract is hereby made and entered into this 25th Day of February, 2015, by and between the NORTH CAROLINA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES, (the "Agency") and LAND OF SKY REGIONAL COUNCIL, (the "Grantee") (referred to collectively as the "Parties").

1. **Contract Documents:** This Contract consists of the Grant Contract and its attachments, all of which are identified by name as follows:

- (1) Grant Contract No. 6285
- (2) General Terms and Conditions (Attachment A)
- (3) Agency's Request for Proposal (RFP) (Attachment B)
- (4) Grantee's Response to Agency's RFP, including line item budget and budget narrative and *if applicable*, indirect cost documentation (Attachment C)
- (5) Notice of Certain Reporting and Audit Requirements (Attachment D)
- (6) Federal Certification Regarding Lobbying, Debarment and Drug-Free Workplace (Attachment E)
- (7) Pre-Award Letter (Attachment F)
- (8) Grant Administrative and Programmatic Conditions (Attachment G)

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements. The Parties may enter into Contract Amendments in accordance with the General Terms and Conditions as described in Attachment A.

2. **Precedence Among Contract Documents:** In the event of a conflict between terms of the Contract Documents, the term in the Contract Document with the highest relative precedence prevails. The order of precedence is established by the order of documents in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment has the highest precedence and the oldest amendment has the lowest precedence.
3. **Contract Period:** This Contract shall be effective on **February 25, 2015** and shall terminate **February 28, 2016**.
4. **Project Period:** The Grantee begins the project on **February 25, 2015**. The Grantee undertakes and completes the project in a sequence that assures expeditious completion in light of the purposes of this agreement. Grantee completes the project on **February 28, 2016**.
5. **Grantee's Duties:** The Grantee provides the project as described in Attachment C, **Upper Swannanoa River 9-Element Watershed Action Plan Development** and in accordance with the approved budget in Attachment C.
6. **Agency's Duties:** The Agency shall pay the Grantee in the manner and in the amounts specified in the Contract Documents.

The total amount paid by the Agency to the Grantee under this Contract shall not exceed **TWENTY FIVE THOUSAND DOLLARS (\$25,000.00)**

This amount consists of:

Type of Funds	Funding Source	CFDA No.
Federal	Water Quality Management Planning	66.454

Accounting Code Information:

Dollars	GL Company	GL Account	GL Center
\$25,000.00	1601	532199017	17107201

- [X] a. There are no matching requirements from the Grantee.
- [] b. There are no matching requirements from the Grantee; however, the Grantee has committed the following match to this project:

	In-Kind	\$
	Cash	\$
	Cash and In-Kind	\$
	Cash and/or In-Kind	\$
	Other / Specify:	\$

- [] c. The Grantee's matching requirement is \$, which shall consist of:

	In-Kind	\$
	Cash	\$
	Cash and In-Kind	\$
	Cash and/or In-Kind	\$
	Other / Specify:	\$

- [] d. The Grantee has committed to an additional \$ to complete the project as described in Attachment C.

The contributions from the Grantee shall be sourced from non-federal funds.

The total contract amount is \$25,000.00

7. Reversion of Unexpended Funds

Any unexpended grant funds shall revert to the Agency upon termination of this Contract.

8. Reporting Requirements:

Any Grantee receiving at least \$15,000 but less than \$500,000 in state funds from the Agency within any fiscal year is required to file with each funding state agency a sworn accounting of receipts and expenditures of state funds in the format approved by the State Auditor. This accounting must be attested to by the Grantee fiscal officer and one other authorizing officer of the Grantee. This accounting must be filed with each funding state agency within six months after the end of the Grantee's operating year. If the Grantee receives STATE funds of \$500,000 or more during its fiscal year, it must file with the State Auditor and each funding agency its audited financial statements in accordance with the standards and formats prescribed by the State Auditor in Memorandum NGO-2 "Grantee Audit Reports." If the Grantee receives \$500,000 or more in FEDERAL awards during its fiscal year from

any source, including federal funds passed through the State or other grantors, it must obtain a single audit or program-specific audit conducted in accordance with the Federal Office of Management and Budget's Circular A-133 "Audits of States, Local Government and Non-Profit Organizations." If the above amounts are not met by one single funding agency, but rather any combination of funding agencies, then the appropriate reports shall be sent to the Office of the State Auditor and to the Agency. Also, a corrective action plan for any audit findings and recommendations must be submitted along with the audit report or within the period specified by the applicable OMB Circular or Memorandum.

9. Payment Provisions:

The Agency reimburses the Grantee for actual allowable expenditures with the Agency retaining a minimum of ten percent (10%) of the Agency's funds until all required activities are completed and reports/deliverables are received and accepted by the Agency. An allowable expenditure is defined as one associated with work performed to meet the milestones that have been addressed during the specific reporting period. The Agency may withhold payment on invoices when the Grantee fails to accomplish the milestones stated in Attachment C.

10. Invoices: The Grantee submits invoices to the Agency Contract Administrator at least quarterly. The final invoice must be received by the Agency within 45 days after the end of the contract period.

Amended or corrected invoices must be received by the Agency's Office of the Controller within six months after the end of the contract period. The Agency will not pay any invoice received more than 6 months after the end of the effective period.

11. Contract Administrators Each Party submits notices, questions and correspondence to the other Party's Contract Administrator. The name, address, telephone number, fax number, and email address of the Parties' initial Contract Administrators are set out below. Either Party may change the name, address, telephone number, fax number, or email address of its Contract Administrator or Principal Investigator or Key Personnel by giving timely written notice to the other Party.

12. Any changes in the scope of the contract which increase or decrease the Grantee's compensation are not effective until approved in writing by the Agency's Head or Authorized Agent.

Agency Contract Administrator:

Heather B. Jennings
DENR Division of Water Resources
1611 Mail Service Center
Raleigh, NC 27699-1611
(919) 807-6437
Email: heather.b.jennings@ncdenr.gov

Grantee Contract Administrator:	Grantee Principal Investigator or Key Personnel
Erica Anderson, AICP Director, Economic & Community Development Land of Sky Regional Council 339 New Leicester Hwy, Suite 140 Asheville, NC 28806 Telephone: (828) 251-6622 Fax: (828) 251-6353 Email: Erica@landofsky.org	Erica Anderson, AICP Director, Economic & Community Development Land of Sky Regional Council 339 New Leicester Hwy, Suite 140 Asheville, NC 28806 Telephone: (828) 251-6622 Fax: (828) 251-6353 Email: Erica@landofsky.org

13. Grantee Principal Investigator or Key Personnel: The Grantee shall not substitute the Principal Investigator or key personnel assigned to the performance of this contract without prior approval by the Agency Contract Administrator.

14. Supplantation of Expenditure of Public Funds:

The Grantee assures that funds received pursuant to this Contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Grantee otherwise expends **Upper Swannanoa River 9-Element Watershed Action Plan Development** services and related programs. Funds received under this Contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Grantee's total expenditure of other public funds for such services.

15. Disbursements: As a condition of this Contract, Grantee acknowledges and agrees to make disbursements in accordance with the following requirements:

- a. Implement adequate internal controls over disbursements;
- b. Pre-audit all vouchers presented for payment to determine:
 - Validity and accuracy of payment
 - Payment due date
 - Adequacy of documentation supporting payment
 - Legality of disbursement
- c. Assure adequate control of signature stamps/plates;
- d. Assure adequate control of negotiable instruments; and
- e. Implement procedures to insure that account balance is solvent and reconcile the account monthly.

16. Outsourcing: The Grantee certifies that it has identified to the Agency all jobs related to the Contract that have been outsourced to other countries, if any. Grantee further agrees that it will not outsource any such jobs during the term of this Contract without providing notice to the Agency and obtaining written approval from the Agency Contract Administrator prior to outsourcing.

17. E-Verify: As required by G.S. §143-48.5 (Session Law 2013-418), the Grantee certifies that it, and each of its subcontractors for any contract awarded as a result of this solicitation, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

18. Signature Warranty:

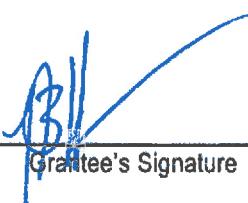
The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

N.C.G.S. §133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you (Grantee) attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

IN WITNESS WHEREOF, the Grantee and the Agency execute this agreement in two (2) originals, one (1) of which is retained by the Grantee and one (1) of which are retained by the Agency, the day and year first above written.

LAND OF SKY REGIONAL COUNCIL

By _____



Grantee's Signature

Justin Hembree, Executive Director
Typed / Printed Name

Executive Director
Title

**NORTH CAROLINA DEPARTMENT OF
ENVIRONMENT AND NATURAL RESOURCES**

Donald van der Vaart, Secretary

By Allison Phipps
Department Head's Signature or Authorized Agent

Michael G. Bryant, Chief of Purchasing
Type / Printed Name and Title

Financial Services Division, Purchasing and Contracts Section
Division/Section

ORIGINAL

General Terms and Conditions
Governmental Entities
May 1, 2011

DEFINITIONS

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. All definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein.

- (1) "Agency" (as used in the context of the definitions below) means and includes every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political sub-agency of government. For other purposes in this Contract, "Agency" means the entity identified as one of the parties hereto.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.
- (4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
- (5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and sub-grantee.
- (6) "Fiscal Year" means the annual operating year of the non-State entity.
- (7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.
- (8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
- (9) "Grant" means financial assistance provided by an agency, grantee, or sub-grantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or sub-grantee during the performance of the grant.
- (10) "Grantee" has the meaning in G.S. 143-6.2(b): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto. For purposes of this contract, Grantee also includes other State agencies such as universities.
- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
- (12) "Non-State Entity" has the meaning in N.C.G.S. 143-6.2(a)(1): A firm, corporation, partnership, association, county, unit of local government, public authority, or any other person, organization, group, or governmental entity that is not a State agency, department, or institution.
- (13) "Public Authority" has the meaning in N.C.G.S. 143-6.2(a)(3): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation and (ii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
- (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.
- (15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
- (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are sub-granted to other organizations. Pursuant to N.C.G.S. 143-6.2(b), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.
- (17) "Sub-grantee" has the meaning in G.S. 143-6.2(b): a non-State entity that receives a grant of State funds from a grantee or from another sub-grantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

(18) "Unit of Local Government has the meaning in G.S. 143-6.2(a)(2): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by G.S. 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

Relationships of the Parties

Independent Contractor: The Grantee is and shall be deemed to be an independent contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.

Subcontracting: To subcontract work to be performed under this contract which involves the specialized skill or expertise of the Grantee or his employees, the Grantee first obtains prior approval of the Agency Contract Administrator. In the event the Grantee subcontracts for any or all of the services or activities covered by this contract: (a) the Grantee is not relieved of any of the duties and responsibilities provided in this contract; (b) the subcontractor agrees to abide by the standards contained herein or to provide such information as to allow the Grantee to comply with these standards, and; (c) the subcontractor agrees to allow state and federal authorized representatives access to any records pertinent to its role as a subcontractor.

Sub-grantees: The Grantee has the responsibility to ensure that all sub-grantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.

Assignment: The Grantee may not assign the Grantee's obligations or the Grantee's right to receive payment hereunder. However, upon Grantee's written request approved by the issuing purchasing authority, the Agency may:

- (a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
- (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).

Such approval and action does not obligate the State to anyone other than the Grantee and the Grantee remains responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this Contract insures to the benefit of and is binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, are strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any

third person receiving services or benefits under this Contract is an incidental beneficiary only.

Indemnity

Indemnification: In the event of a claim against either party by a third party arising out of this contract, the party whose actions gave rise to the claim is responsible for the defense of the claim and any resulting liability, provided that a party may not waive the other party's sovereign immunity or similar defenses. The parties agree to consult with each other over the appropriate handling of a claim and, in the event they cannot agree, to consult with the Office of the Attorney General.

Default and Termination

Termination by Mutual Consent: Either party may terminate this agreement upon thirty (30) days notice in writing from the other party. In that event, all finished or unfinished documents and other materials, at the option of the Agency, shall be submitted to the Agency. If the contract is terminated as provided herein, the Grantee is paid in an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Grantee covered by this agreement; for costs of work performed by subcontractors for the Grantee provided that such subcontracts have been approved as provided herein; or for each full day of services performed where compensation is based on each full day of services performed, less payment of compensation previously made. The Grantee repays to the Agency any compensation the Grantee has received which is in excess of the payment to which he is entitled herein.

Termination for Cause: If, through any cause, the Grantee fails to fulfill in timely and proper manner the obligations under this agreement, the Agency thereupon has the right to terminate this contract by giving written notice to the Grantee of such termination and specifying the reason thereof and the effective date thereof. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Grantee, at the option of the Agency, be submitted to the Agency, and the Grantee is entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Grantee is not relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this agreement, and the Agency may withhold payment to the Grantee for the purpose of set off until such time as the exact amount of damages due the Agency from such breach can be determined.

Waiver of Default: Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee is not a waiver of any subsequent default or breach and is not a modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the contract.

Availability of Funds: The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.

Force Majeure: Neither party is in default of its obligations hereunder if and it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: Any and all copyrights resulting from work under this agreement shall belong to the Grantee. The Grantee hereby grants to the North Carolina Department of Environment and Natural Resources a royalty-free, non-exclusive, paid-up license to use, publish and distribute results of work under this agreement for North Carolina State Government purposes only.

Compliance with Applicable Laws

Compliance with Laws: The Grantee understands and agrees that is subject to compliance with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Grantee understands and agrees that it is subject to compliance with all federal and State laws relating to equal employment opportunity.

Confidentiality

Confidentiality: As authorized by law, the Grantee keeps confidential any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement and does not divulge or make them available to any individual or organization without the prior written approval of the Agency. The Grantee acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract or without the prior written approval of the Agency.

Oversight

Access to Persons and Records: The State Auditor and the using agency's internal auditors shall have access to persons

and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance). The Contractor shall retain all records for a period of three years following completion of the contract or until any audits begun during this period are completed and findings resolved, whichever is later.

Record Retention: The Grantee may not destroy, purge or dispose of records without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to Federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

Time Records: The Grantee will maintain records of the time and effort of each employee receiving compensation from this contract, in accordance with the appropriate OMB circular.

Miscellaneous

Choice of Law: The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this Contract.

Care of Property: The Grantee agrees that it is responsible for the proper custody and care of any State owned property furnished him for use in connection with the performance of his contract and will reimburse the State for its loss or damage.

Ownership of equipment purchased under this contract rests with the Agency. Upon approval of the Agency Contract Administrator, such equipment may be retained by the Grantee for the time the Grantee continues to provide services begun under this contract.

Travel Expenses: All travel, lodging, and subsistence costs are included in the contract total and no additional payments will be made in excess of the contract amount indicated in above. Contractor must adhere to the travel, lodging and subsistence rates established in the Budget Manual for the State of North Carolina.

Sales/Use Tax Refunds: If eligible, the Grantee and all subgrantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Grantee may not use the award of this Contract as a part of any news release or commercial advertising.

Recycled Paper: The Grantee ensures that all publications produced as a result of this contract are printed double-sided on recycled paper.

Sovereign Immunity: The Agency does not waive its sovereign immunity by entering into this contract and fully retains all immunities and defenses provided by law with respect to any action based on this contract.

Gratuities, Kickbacks or Contingency Fee(s): The parties certify and warrant that no gratuities, kickbacks or contingency fee(s) are paid in connection with this contract, nor are any fees, commissions, gifts or other considerations made contingent upon the award of this contract.

Lobbying: The Grantee certifies that it (a) has neither used nor will use any appropriated funds for payments to lobbyist; (b) will disclose the name, address, payment details, and purpose of any agreement with lobbyists whom the Grantee or its sub-tier contractor(s) or sub-grantee(s) will pay with

profits or non-appropriated funds on or after December 22, 1989; and (c) will file quarterly updates about the use of lobbyists if material changes occur in their use.

By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32: It is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipates bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24."

TO: Executive Directors, Regional Councils of Governments (COGs)

SUBJECT: Request for Proposals (RFP) for FY 2014 Grant Funding under Clean Water Act (CWA) Sections 604(b)/205(j)

Announcement

Pursuant to Section 205(j)/604(b) of the CWA, the Division of Water Resources is seeking proposals for water quality management planning projects using federal Fiscal Year 2014 grant funds.

As stated in Section 205(j) of the Act, grant funds are to be awarded to Regional Commissions and Councils of Government “to carry out water quality management planning, including, but not limited to:

- A. Identifying most cost effective and locally acceptable facility and non-point source measures to meet and maintain water quality standards;
- B. Developing an implementation plan to obtain state and local financial and regulatory commitments to implement measures developed under (A); and
- C. Determining the nature, extent, and cause of water quality problems in various areas of the state.”

For 2014 federal Fiscal Year, North Carolina has \$102,400 to award for water quality planning projects.

2014 Priorities

Just as in 2013, Division Planning staff has selected the development of watershed restoration plans as a 205(j) priority to align with the Environmental Protection Agency focus on watershed planning. Projects that develop “nine element” watershed restoration plans in whole or in part, including the modification of existing plans qualify. Guidance can be found on Division’s Planning Branch website: [How to Develop Watershed Plan.](#)

In addition, in February 2014 planning staff requested feedback from all COGs and Regional Commissions statewide to assist in the prioritization of 2014 205(j) funds. The detailed table below summarizes feedback we received. You will note in the table that COG priorities have been tied to the specific grant purposes enumerated above.

COG and Regional Commission Priorities	205(j) Grant Purposes
Building local & regional capacity to manage watershed and/or impacts through collaborative efforts. Includes 9-element plan creation and education on nutrient management measures. Includes communities with aging infrastructure; education and outreach of elected officials; technical assistance when approaching community capacity	A, B, C
GIS Mapping - municipal stormwater systems, impervious surface, land use/land cover, all stormwater infrastructure, watershed planning/implementation efforts. Mapping infrastructure and noting failures/improvements, mapping watershed efforts for communities	C
Long-term water management planning for multiple-jurisdiction regions that serve 2 or more river basins & supports water resource resiliency planning to ensure clean and plentiful water. Assessment of present and future water supply capacity & demands. Including interbasin transfer issues, community planning efforts. Impacts of climate change of needs and infrastructure	A, B, C
Expand the pool of practices that receive credit under the state water quality regulatory programs. Includes identifying & design BMPs for water quality and educational benefit. Stormwater quality projects are relatively new to some of the small local governments and funds are limited (small and rural areas)	A,
Educating elected officials on how state-level policy decisions relating to water resources are made, what opportunities there are for input and when they occur, and how best to get involved.	A,B
Emergency Management planning for water resources and infrastructure in response to manmade and natural disasters. Coordinated plan of action to catastrophic events across jurisdictional boundaries. Education and outreach for community officials is essential to local success. Use this platform to address sanitary sewer overflows with community officials.	A,B
Remote sensing inventory and assessment of groundwater supplies and their quality. Includes digital inventory, estimated supply, and water quality (avoid potential impacts)	C
Land development code evaluation - including the development of model ordinances to promote conservation and open space.	B,C
Green infrastructure Plans - greenways, open space, retrofit opportunities. Opportunity to work with transportation networks and build green capacity.	B,C
Regional education initiative to engage faith-based community, especially in impaired watersheds to engage on behavior BMP they can take to reduce water quality footprint. Outreach to these communities will have a far reaching impact throughout the area.	C
Operating funds for COGS - so that COGs can develop annual work program, post year reporting that details accomplishments in the area of water quality protection. Funds to cover grant writing and overhead as COG funding dwindles	

How to Apply

Download the Application from the Division's [205j Grant Program Website](#) (<http://portal.ncdenr.org/web/wq/ps/bpu/205j>). Submit an electronic version of the completed application to Heather.b.jennings@ncdenr.gov with "205J Grant Proposal" in the subject line. The deadline for applications is **Friday, September 19, 2014**.

On the application, estimate proposed work not to extend any later than August 30, 2016.

Proposals will be reviewed and scored based on completeness, timeliness, and the application evaluation criteria. All applicants will be informed of our funding decision no later than October 31, 2014 whether or not selected for funding. If your proposal is selected, you will be contacted to provide additional information for developing the contract details. As a reminder, billable work may not begin until contracts are fully executed. Review standards and process can be found on the Division website: <http://portal.ncdenr.org/web/wq/ps/bpu/205j>.

If you have any questions or need additional guidance, please do not hesitate to contact Heather Jennings at (919) 807-6437, heather.b.jennings@ncdenr.gov. Thank you.





Application for Section 205(j) Planning Grant---FY2014

Division of Water Resources
North Carolina Department of Environment and Natural Resources

1. Project Title	Upper Swannanoa River 9 Element Watershed Action Plan Development		
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2a. Grantee Primary Contact or Project Manager¹			
Name	Erica Anderson, AICP		
Title	Director, Economic & Community Development		
Organization Name	Land of Sky Regional Council		
E-mail address	Erica@landofsky.org		
Mailing Address	339 New Leicester Hwy, Suite 140		
City	Asheville	State	NC
Telephone	828.251.6622	Fax Number	28806
			828.251.6353

¹A one-page Statement of Qualifications must be provided in Section 3, include in the statement any past and/or ongoing 205(j) grant funded projects.

2b. Grantee Execution Address (where contract will be mailed for signature)			
Name	Justin Hembree		
Title	Executive Director		
Organization Name	Land of Sky Regional Council		
E-mail Address	Justin Hembree		
Mailing Address	339 New Leicester Hwy, Suite 140		
City	Asheville	State	NC
Telephone	828.251.6622	Fax Number	28806
Federal Tax ID Number	[REDACTED]		

2c. Grantee Payment Address (where invoice payments will be mailed)			
Name	Justin Hembree		
Title	Executive Director		
Organization Name	Land of Sky Regional Council		
E-mail Address	Justin@landofsky.org		
Mailing Address	339 New Leicester Hwy, Suite 140		
City	Asheville	State	NC
Telephone	828.251.6622	Fax Number	28806

NC Application for Section 205(j) Planning Grant

2d. Required Statement of Qualifications (Include in the statement any past and/or ongoing 205(j) grant funded projects.)

Any other Key Contributors or staff:

We do not have an open 205(j) grant. Past grants are included below.

Erica Anderson, AICP, Director of Economic and Community Development – BS in Animal Sciences and MURP in Urban and Regional Planning from Virginia Tech. Erica has 17 years experience developing and managing environmental and water quality planning projects throughout the Southeast and New England, including:

- *WNC Stormwater Partnership
- *Tri-Town Aquifer Best Management Practices
- *Innovative Land Use Guide
- *KY Division of Water, 319 Program
- *Northwest Florida Water Management District, Source Water Management
- *Environmental Planning and Policy, Lakes Region Planning Commission

William (Bill) M. Eaker, Environmental Programs Manager - BA in Biological Sciences and MPA in Environmental and Growth Management from Florida Atlantic University. Bill has 32 years experience developing and managing water quality planning projects in Western North Carolina including:

- * The Mills River Water Supply Protection Project
- * The Newfound Creek Demonstration Watershed Project
- * Asheville Urban Stormwater Management Project
- * NC Stormwater Management Education Program
- * Surface Water Classifications in NC Education Project
- * Hazardous Material Spill Control in Water Supply Watersheds Project
- * Sludge Management Options Study
- * Regional Water Resources Framework Study
- * Black Mountain Wellhead Protection Demonstration Project (first state approved plan in NC)
- * Buncombe and Henderson County Erosion and Sedimentation Control Feasibility Studies
- * French Broad River Voluntary Buffer Partnership
- * Haywood County Pigeon River Education Project
- * Ross Creek Urban Watershed Restoration Project
- * Crawford Branch Watershed Management Project
- * Mud Creek Watershed Restoration Project

NC Application for Section 205(j) Planning Grant

205(j) Grant Funds Requested	\$25,000
Match funds or in-kind Match Services	\$25,000
3. Total Project Cost	\$50,000

4. General Goal of the Project (Must meet at least one Clean Water Act Section 604(b)/205(j) grant purposes)			
Check all that are applicable X	Identify most cost effective and local acceptable facility and nonpoint source measure to meet and maintain water quality standards	Develop implementation plan to obtain state and local financial and regulatory commitments to implement measures identified	Determine the nature, extent, and cause of water quality problems in various areas of the state
	X	X	X

5. Project Start Date	January 1, 2015	Project End Date	January 1, 2016
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6. Project Area –Important to submit as completely as possible, especially the Lat/Long coordinates and NC Impaired Waters List Assessment Unit Number.			
List all COGs or Regional Commissions Involved	Land of Sky Regional Council		
Results Site Specific or Statewide, please elaborate	Developing 9 Element WAP for Upper Swannanoa River should lead to project implementation that will ultimately lead to delisting of stream		
River Basin	French Broad		
Watershed(s)	Upper Swannanoa River, North Fork Swannanoa River		
Watershed size	34,560 acres		
Impaired Waters Listed Stream	Yes X	No	Swannanoa River 35°36'13.76"N, 82°22'14.62"W
Impaired Waters List Assessment Unit Number	6-78a		
HUC(s) (12 digit USGS Hydrologic Unit Codes)	060101050601, 060101050602		
County	Buncombe		

NC Application for Section 205(j) Planning Grant

<p>7. Does this proposal address any need(s) identified by DWR in a basinwide water quality plan or a priority identified in the RFP? Please explain below, if referencing a basin plan please include plan creation date and page number.</p>		
Basin Plan Name/RFP Priority	Appropriate Reference Information	Describe proposal consistency with the basin plan recommendations or with the RFP identified Priority
French Broad River Basinwide Plan - 2011	Chapter 1 – Upper French Broad River	Basinwide Plan Recommends: Stormwater management and erosion control should be increased. The installation of BMPs that control stormwater and prevent its associated pollutants from reaching surface waters is encouraged.

8a. This project will further examine the following potential pollution sources (Check all that apply)			
	Agriculture		Waste Disposal (includes onsite systems)
X	Construction		Hydrologic Modification
	Silviculture		Marina and Recreational Boating
X	Urban runoff/Stormwater		Groundwater Loading
X	Resource Extraction		Natural Sources
X	Habitat Modification (drainage/filling wetlands, streambank destabilization)		Other:

8b In general this project will involving the following specific pollutants (check all that apply)			
	Excess Nitrogen		Pesticides
	Excess Phosphorus		Oil and grease
X	Sedimentation	X	Temperature
	Pathogens/Bacteria		pH
	Metals		Alterations
	Low dissolved oxygen		Other:

NC Application for Section 205(j) Planning Grant

9. Funding Requested				
Budget Categories (itemize all categories)	Section 205(j)	Non-Federal Match *	Total	Justification (Include detailed explanation for each budget line item)
	Year 1	Year 2		
Personnel/Salary	4,535			NPS Management Measures & Implementation
Fringe Benefits	1,783			Employee benefits – health, retirement, etc.
Supplies	1,300			Education materials, copies, GPS for Stormwater Practices identification & Monitoring
Equipment				
Travel	160			Community meetings, project meetings in Black Mountain
Contractual	15,000		25,000	Consultant for load reduction, monitoring, specific milestones, education & outreach
Other				
Total Direct	22,778		25,000	47,778
Indirect (max. 10% of direct costs, per 40 CFR 35.268)	2,222		0	2,222
Annual Totals	25,000		25,000	50,000
Grand Total	25,000		25,000	50,000
% of Total Budget	50%		50%	100%
*Note: Non-Federal match is not a requirement				

NC Application for Section 205(j) Planning Grant

10. Budget Details (Combined federal and match funds)							
	BMP Implementation	Project Management	Education Training or Outreach	Monitoring	Technical Assistance	Other	Total
Personnel		2,268			2,267		4,535
Fringe Benefits		892			891		1,783
Supplies					1,300		1,300
Equipment							
Travel				160			160
Contractual			10,000	5,000		25,000	40,000
Operating Costs		1,111			1,111		2,222
Other							
Total		4,271	10,000	5,160	5,569	25,000	50,000

9-Element Plan		Requested Pigeon River Fund Amount	Requested 205j Amount	Total Project Cost
Budget per Item				
A. Identifying the causes and sources of impaired waters		\$5,000		\$5,000
B. Estimated load reductions expected from management measures		\$5,000	\$5,000	\$10,000
C. Description of nonpoint source management measures			\$1,000	\$1,000
D. Estimated amount of financial and technical assistance needed for implementation			\$3,000*	\$3,000
E. Educational component to enhance public understanding		\$10,000		\$10,000
F. Schedule for implementing nonpoint sources management techniques			\$2,000*	\$2,000
G. Measureable milestones			\$4,000*	\$4,000
H. Criteria to determine if load reductions are being achieved		\$5,000	\$5,000	\$10,000
I. Monitoring component to evaluate implementation efforts			\$5,000**	\$5,000
Totals		\$25,000	\$25,000	\$50,000
*LOSRC Staff, travel				

NC Application for Section 205(j) Planning Grant

**GPS included

11. Local and State Match (non-federal) Summary	
Total Match amount	\$25,000
Cash Match	
In-kind Match	\$25,000
Source(s) of Cash Match	
Source(s) of In-kind Match	The Town of Black Mountain has applied for a Pigeon River Fund grant (application made on September 9, 2014). Results on the award should be made in mid-November 2014 with funding available in early December. If awarded, full cash award will be applied toward developing the 9 element plan.

NC Application for Section 205(j) Planning Grant

12. Project Partners (may add more, if needed)³			
Agency Name	Town of Black Mountain		
Agency Address	201 E. State Street, Black Mountain, NC 28711		
Role/contribution to Project	Full partner – lead in community engagement, contributing staff time, PRF applicant for matching funds		
Contact Person	Josh Harrold, Planning Director	Phone No.	828.669.2300
E-mail address	Josh.harrold@townofblackmountain.org		
Agency Name	NC DENR		
Agency Address	2090 US 70 Highway, Swannanoa, NC 28778		
Role/contribution to Project	Water quality monitoring, watershed planning expertise		
Contact Person	Ed Williams	Phone No.	828.296.4500
E-mail address	Ed.williams@ncdenr.gov		
Agency Name	Land of Sky Regional Council		
Agency Address	339 New Leicester Hwy, Suite 140, Asheville, NC 28806		
Role/contribution to Project	Project partner – 205j administrator, watershed planning		
Contact Person	Erica Anderson	Phone No.	828.251.6622
E-mail address	Erica@landofsky.org		
Agency Name	RiverLink		
Agency Address	PO Box 15488, Asheville, NC 28813		
Role/contribution to Project	Education & Outreach		
Contact Person	Nancy Hodges	Phone No.	828.252.8474 x14
E-mail address	nancy@riverlink.org		

NC Application for Section 205(j) Planning Grant

13. Project Milestone Schedule		
Time Period/Date	Activities (List specific quantifiable outputs or activities that will be achieved during each quarter)	Anticipated % of Requested Funding Spent ¹
First Quarter Jan-Apr 2015	RFP for watershed planning Consultant Consultant chosen & under contract	5%
Second Quarter May-July 2015	Planning underway	30%
Third Quarter Aug-Oct 2015	Planning underway	75%
Fourth Quarter Nov-Jan 2016	Completion of 9 element plan Submission of plan to DENR/205j section Close out DENR 205j grant	100%
Fifth Quarter Feb-Apr 2016		
Sixth Quarter May-July 2016		
Seventh Quarter July-Aug 2016		

¹ Please show anticipated dollar amount, percent of grant spent that quarter, and cumulative percent of grant spent for project. Quarterly invoices will only be reimbursed up to percent indicated. Unused funds will carry forward to next quarter.

² 10% of grant will be held until receipt of Final Project Report

NC Application for Section 205(j) Planning Grant

13. Abstract and goals of the project. Expand space, if necessary.

The Upper Swannanoa River Watershed Restoration project will address water quality impairments in the Upper Swannanoa River. The 7 mile section of the Upper Swannanoa River that runs through the Town of Black Mountain, from the headwaters to the North Fork, is on the EPA's 303(d) list of impaired waters.

This project will impact around 250,000 residents in Buncombe County and over 8,000 in Black Mountain. The Swannanoa and French Broad River are tourist destinations and are major economic drivers for the region. The nine element plan will provide a framework to improve water quality in the Upper Swannanoa River Watershed, ultimately leading to delisting of the river and increased water quality of the French Broad River. The plan will also promote coordination among various groups and organizations.

The North Carolina Department of Environment and Natural Resources, Riverlink, Land of Sky Regional Council, Town of Black Mountain, and the general public will all be involved in the project. An integral part of the nine element plan is public education and outreach. By creating informational pamphlets, hosting Kids in the River events, as well as other opportunities for the public to be involved, citizens will be made aware of water quality and its importance. The nine-element plan will also lay the groundwork for the town to begin installing water quality BMP's as well as other stream improvements that will result in a significant improvement in our water quality and ultimately delisting of the river.

NC Application for Section 205(j) Planning Grant

14. A detailed description of the project. Expand space, if necessary. (Note: if developing a Watershed Restoration Plan, please also see completed section 16 below)

Controlling Stormwater runoff and its impacts is a serious issue facing many communities in WNC. Heavy rainfall in the summer results in area flooding, landslides, and runoff to our streams and rivers. The WNC Stormwater Partnership is comprised of MS4 communities and others that are working to improve water quality in the region. The Town of Black Mountain is an engaged member of this partnership. The Town is leading an effort to address water quality concerns and Stormwater runoff due to impervious surfaces and other factors. Residents have seen first-hand the effects of unmitigated or failing Stormwater systems unsuitable for the specific soils, slopes, and characteristics in the mountain region. They are also concerned about the quality of water in streams flowing through their backyards and near the recreation park where they fish and swim.

Stormwater runoff has been identified as a major source of water pollution locally – including in DENR's French Broad Watershed Basinwide Water Quality Management Plan. The Town of Black Mountain has been under development pressure for many years. It is a retirement destination and emerging as a highly desirable community for young families and businesses due to the high quality of life. As the community grows, agricultural and forested land is being converted to urban uses increasing impervious areas and creating additional Stormwater impacts.

This project will address the conditions of the Upper Swannanoa River Watershed through development of a comprehensive 9 element plan. The Town of Black Mountain and Land of Sky Regional Council have partnered to develop the plan to meet all EPA and DENR requirements in order to prepare the watershed for future implementation projects. We will work with DENR staff, partners, and selected consultants to ensure all 9 elements outlined in Section 16 below are addressed in the plan. The Town has an engineering plan for stormwater management along several streets in the town center. This will be incorporated into the 9 element planning process.

The City of Asheville water system will be included in the process since the intake and treatment facility are nearby and within the watershed.

The Swannanoa River Watershed Study (Assessment of Water Quality Impacts of Hurricanes in WNC Through Strategic Monitoring and Statistical Analysis), completed in January 2006 by EQI and VWIN, will also help guide the plan development. The study was developed as a result of the flooding from the 2006 hurricanes.

The plan will include an implementation section to address remediating pollution at the source to eventually lessen the loading into the Swannanoa. The Project Team anticipates submitting requests to implement the plan upon its completion in January 2016.

NC Application for Section 205(j) Planning Grant

15. Stakeholder or Public Involvement – please include names and explanation of role if available.

This project will include many stakeholders – primarily the residents and businesses in Black Mountain. The project is proposing kids-in-the-creek events to engage youth and the Black Mountain elementary school.

Specific partners in the project include:

Town of Black Mountain – Matt Settemeyer, Town Manager & Josh Harrold, Planning Director
NC DENR – Ed Williams, French Broad River watershed coordinator

RiverLink, Nancy Hodges, watershed education manager

Land of Sky Regional Council, Erica Anderson, Director, Economic & Community Development & Bill Eaker, Environmental Services Manager

Upon receipt of the grant awards, the Project Team will assemble an RFP (per state procurement guidelines) to solicit a watershed planning consultant. Project Team will work with the consultant to implement the plan development according to the 9 elements described below.

NC Application for Section 205(j) Planning Grant

16. Projects must be implementing an approved Watershed Restoration Plan that includes EPA's 9 Key Elements.

1	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
2	A description of the NPS management measures that will need to be implemented to achieve load reductions as well as to achieve other watershed goals identified in the watershed based plan
3	An estimate of the load reductions expected for the management measures
4	An estimate of the amount of technical and financial assistance needed associated costs and or sources and authorities that will be relied upon, to implement the plan
5	An information/education component that will be used to enhance public understanding of the project
6	A schedule for implementing the NPS management measures identified in this plan that is reasonably expeditious
7	A description of interim, measurable milestones for determining whether NPS management measures or other control actions are being implemented
8	A set of criteria that can be used to determine whether loading reductions are being achieved overtime and substantial progress is being made towards attaining water quality standards
9	A monitoring component to evaluate the effectiveness of the implementation efforts over time measured against the criteria established under item 8.

NC Application for Section 205(j) Planning Grant

If you have questions or need assistance filling out the application, please do not hesitate to contact: Heather Jennings at (919)807-6437 or heather.b.jennings@ncdenr.gov with NC DENR, Division of Water Resources Planning Branch.

FOLLOW UP NOTE TO EXPEDITE CONTRACTING:

If your proposal is awarded a Section 604(b)/205(j) Grant, your COG's office will be asked for the following items in order to establish a contract to carry out the project and to enable invoicing to DWQ for the costs of the project. It is recommended that you have the following items ready to be emailed, and this will expedite the contracting process which traditionally may take up to 3 months. No work can be paid for before the official contract is in place between the State and the COG. The items the State will need to set up the contract are:

1. Conflict of Interest Policy
2. Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions
3. Certification Regarding Drug-Free Workplace Requirements
4. EPA Pre-award Compliance Review Report for All Applicants Requesting Federal Financial Assistance
5. EPA Lobbying and Litigation Certification for Grants and Cooperative Agreements
6. Statement of Tax Status

Evaluation Criteria for Review of Submitted Proposals:

Proposals will be screened to determine whether they meet qualifying grant requirements, e.g. applicant type, project purpose, timeline, funding amount. Those not doing so will be returned to the applicant with a statement of reasons for disqualification.

The following rating system seeks to delineate the range of quantitative and qualitative features of applications to provide an objective structure for judging relative merit beyond basic qualifying expectations. The system uses a 50-point scale.

Screened applications will be separated into two tiers, those addressing an RFP priority and others. No points will be awarded for addressing an RFP priority. Instead:

- Tier 1's (address RFP priority) reviewed 1st, ranked and chosen or tentatively rejected. Rejected Tier 1's move to Tier 2.
- Tier 2's (others) reviewed 2nd and ranked.
 - If funds remain from Tier 1 process, projects chosen accordingly per ranking.
 - When no funds remain from Tier 1 process, reviewers may argue comparative value of high-ranking Tier 2 project(s) against low-ranking chosen Tier 1 project(s).

Review Criteria Point System

Water Quality Merit	25
Technical Merit	15
Capability/Confidence	10
Total	50

WQ Merit

- Effectively addresses RFP priority or other water quality planning need identified in the NPS Program Plan, a Basinwide Plan, or other need within the Division's water quality mission as agreed by reviewers.
- Project design or products have broader applicability within state.

NC Application for Section 205(j) Planning Grant

- Leverage/Progress - project capitalizes on past progress, provides next step in a desirable progression, extends a desirable approach, or brings in substantial matching funds

Technical Merit

- Design of project sound and well-suited to achieving proposed deliverables.
- Quality of proposal
 - Clarity, cohesiveness, completeness, conciseness , specificity
 - Includes necessary or appropriate permissions, partnering, collaboration
 - Other evidence that applicant is knowledgeable and is prepared to implement
- Budget
 - Overall funding request appropriate to work products proposed.
 - Reasonable distribution of funds among project elements in support of objectives.
 - Total amount requested compatible with objectives of current solicitation.

Capability/Confidence in Deliverables

- Applicant, subcontractor or team qualifications well-suited to proposal, or proposal includes a well-designed process for subcontracting of project tasks
- Demonstrated record of quality in subject area
- Well-structured team if appropriate to proposal

Reimbursement Requirements

Timely Quarterly Reports on accomplishments and for reimbursement are required. Reports should include contract number, time period covered, contact name and contact information, reimbursement details, description of any problems encountered, quarterly accomplishments, and an invoice.



TOWN OF BLACK MOUNTAIN
Planning and Development Services Department
160 Midland Avenue • Black Mountain, North Carolina, 28711
Phone (828) 419-9300 • Fax (828) 669-2030 • TDD 800-735-2962

September 16, 2014

Ms. Heather Jennings
205j Program Manager
1617 Mail Service Center
Raleigh, NC 27604

RE: 2014 Upper Swannanoa River 9 Element Watershed Action Plan

Dear Ms. Jennings:

It is my pleasure to submit this letter in support of the Upper Swannanoa River 9 Element Watershed Action Plan application for the 2014 205(j) program.

Completion of the plan will provide direct benefit to the three Clean Water Act Section 604(b)/205(j) focus areas:

1. Identify cost effective and locally acceptable facility and nonpoint source measures to meet and maintain water quality standards
2. Develop implementation plan to obtain state/local financial and regulatory commitments to implement the identified measures
3. Determine the nature, extent, and cause of water quality problems

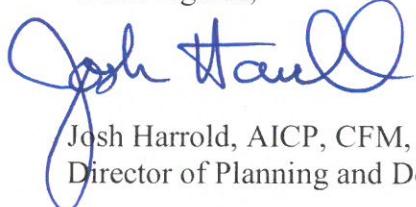
The Upper Swannanoa River is currently impaired for Benthos, which may be caused by Stormwater runoff from developed areas in town. The town has demonstrated commitment and capacity to successfully complete PRF projects and a strong desire to complete a watershed plan that will provide a roadmap for improving water quality and cold water habitat in the Upper Swannanoa River.

The Town of Black Mountain will coordinate with Land of Sky Regional Council and has submitted a Pigeon River Fund application in September of 2014 to leverage funds to complete

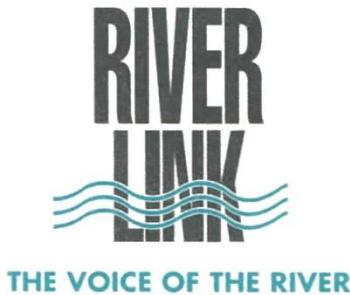
the watershed plan according to the stringent requirements for an impaired stream. Completion of the plan will enable implementation of watershed improvements to ultimately result in water quality improvements and de-listing of the Upper Swannanoa River.

We enthusiastically support Land of Sky's application for the Upper Swannanoa River 9 Element Watershed Action Plan and look forward to collaborating on this project.

Warm regards,

A handwritten signature in blue ink that reads "Josh Harrold".

Josh Harrold, AICP, CFM, CZO
Director of Planning and Development Services



September 17, 2014

Ms. Heather Jennings
205j Program Manager
1617 Mail Service Center
Raleigh, NC 27604

RE: 2014 Upper Swannanoa River 9 Element Watershed Action Plan

Dear Ms. Jennings:

It is my pleasure to submit this letter in support of the Upper Swannanoa River 9 Element Watershed Action Plan application for the 2014 205(j) program.

Completion of the plan will provide direct benefit to the three Clean Water Act Section 604(b)/205(j) focus areas:

1. Identify cost effective and locally acceptable facility and nonpoint source measure to meet and maintain water quality standards.
2. Develop implementation plan to obtain state/local financial and regulatory commitments to implement the identified measures.
3. Determine the nature, extent, and cause of water quality problems.

The Upper Swannanoa River is currently impaired for Benthos, which may be caused by Stormwater runoff from developed areas in town. The town has demonstrated commitment and capacity to successfully complete PRF projects and a strong desire to complete a watershed plan that will provide a roadmap for improving water quality and cold water habitat in the Upper Swannanoa River.

The Town of Black Mountain will coordinate with Land of Sky Regional Council and has submitted a Pigeon River Fund application in September of 2014 to leverage funds to complete the watershed plan according to the stringent requirements for an impaired stream. Completion of the plan will enable implementation of watershed improvements to ultimately result in water quality improvements and de-listing of the Upper Swannanoa River.

We enthusiastically support Land of Sky's application for the Upper Swannanoa River 9 Element Watershed Action Plan and look forward to collaborating on this project.

Warm regards,

A handwritten signature in black ink that reads "Karen Cagnolin".

Karen Cagnolin
Executive Director, RiverLink

Notice of Certain Reporting and Audit Requirements

Grantee shall comply with all rules and reporting requirements established by statute or administrative rules. For convenience, the requirements of 9 N.C.A.C. Subchapter 3M.0205 are set forth in this Attachment.

Reporting Thresholds.

There are three reporting thresholds established for grantees and subgrantees receiving State funds. The reporting thresholds are:

- (1) Less than \$25,000 – A grantee that receives, uses, or expends State funds in an amount less than twenty-five thousand dollars (\$25,000) within its fiscal year must comply with the reporting requirements established by 9 N.C.A.C. Subchapter 3M including:
 - (A) A certification completed by the grantee Board and management stating that the State funds were received, used, or expended for the purposes for which they were granted; and
 - (B) An accounting of the State funds received, used, or expended.All reporting requirements shall be filed with the funding agency within six months after the end of the grantee's fiscal year in which the State funds were received.
- (2) \$25,000 up to \$500,000 - A grantee that receives, uses, or expends State funds in an amount of at least twenty-five thousand (\$25,000) and up to five hundred thousand dollars (\$500,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
 - (A) A certification completed by the grantee Board and management stating that the State funds were received, used, or expended for the purposes for which they were granted;
 - (B) An accounting of the State funds received, used, or expended; and
 - (C) A description of activities and accomplishments undertaken by the grantee with the State funds.All reporting requirements shall be filed with the funding agency within six months after the end of the grantee's fiscal year in which the State funds were received.
- (3) Greater than \$500,000 – A grantee that receives, uses, or expends State funds and in the amount greater than five hundred thousand dollars (\$500,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
 - (A) A certification completed by the grantee Board and management stating that the State funds were received, used, or expended for the purposes for which they were granted;
 - (B) An audit prepared and completed by a licensed Certified Public Accountant for the grantee consistent with the reporting requirement of this Subchapter; and
 - (C) A description of activities and accomplishments undertaken by the grantee with the State funds.All reporting requirements shall be filed with both the funding agency and the Office of the State Auditor within nine months after the end of the grantee's fiscal year in which the State funds were received.

Other Provisions:

1. Unless prohibited by law, the costs of audits made in accordance with the provisions of 9 N.C.A.C. 3M.0205 are allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in the Office of Budget and Management (OMB) Circular A-87. The cost of any audit not conducted in accordance with this Subchapter is unallowable and shall not be charged to State or Federal grants.
2. The audit requirements in 9 N.C.A.C. Subchapter 3M do not replace a request for submission of audit reports by grantor agencies in connection with requests for direct appropriation of state aid by the General Assembly.
3. Notwithstanding the provisions of 9 N.C.A.C. Subchapter 3M, a grantee may satisfy the reporting requirements of Part (a)(3)(B) of this Rule by submitting a copy of the report required under the federal law with respect to the same funds.
4. All grantees and subgrantees shall use the forms of the Office of State Budget and Management and of the Office of the State Auditor in making reports to the awarding agencies and the Office of the State Auditor.

Form Approved OMB No. 2050-0028 Approval Expires 12-31-02



LOBBYING AND LITIGATION CERTIFICATION FOR GRANTS AND COOPERATIVE AGREEMENTS*

INSTRUCTIONS

- * At project completion, complete this form pursuant to the 2001 Department of Veterans Affairs and Housing and Urban Development, and Independent Appropriations Act; Public Law 106-377, Section 424 and 2000 Department of Veterans Affairs and Housing and Urban Development, and Independent Appropriations Act, Public Law 106-74, Section 426, and any other subsequent Appropriation Act requirements.

Please mail this form to your EPA Grant Specialist within 90 days of project completion. DO NOT send this information to the Office of Management & Budget.

Assistance Agreement Number(s):

Upper Swannanoa River 9-Element Watershed Plan

	I hereby certify that none of these funds have been used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.  Signature of the Chief Executive Officer	November 13, 2014 Date
	Justin Hembree, Executive Director Print Name	

Burden Statement - The annual public reporting and record keeping burden for this collection of information is estimated to average 5 minutes per respondent. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions, develop, acquire, install, and utilize technology and systems for the purpose of collecting, validating and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The OMB control numbers for EPA's regulations are listed in 40 CFR Part 9 and 42 CFR Chapter 15.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Regulatory Information Division, U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Avenue, N.W., Mail Code 3213A, Washington, DC 20460, and to the Office of Information and Regulatory Affairs, Office of Management and Budget, 725 17th Street, N.W., Washington, DC 20503, Attention: Desk Officer for EPA. Include the EPA ICR number and OMB control number in any correspondence.

**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions**

This certification is required by the regulations implementing Executive Order 13649, Debarment and Suspension, 19 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19180-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name

By

Land of Sky Regional Council

Date

November 13, 2014

Justin Hembree, Executive Director

Name and Title of Authorized Representative

Signature of Authorized Representative

SBA Form 1623 (10-86)

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Drug-Free Workplace Requirements

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988; 22 CFR Part 137. The regulations, published in the January 31, 1989 Federal Register, require certification by grantees, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension or debarment (see CFR Part 137 Subpart C).

The grantee certifies that it will provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing a drug-free awareness program to inform employees about: -

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will: -

- (1) Abide by the terms of the statement; and
- (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

(e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;

(f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted -

- (1) Taking appropriate personnel action against such an employee, up to and including termination; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

Place(s) of Performance: The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant (street address, city, county, state, zip code).

Land of Sky Regional Council
339 New Leicester Hwy, Suite 140
Asheville, NC 28806

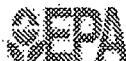
Land of Sky Regional Council
Organization Name
Justin Hembree, Executive Director
Name and Title of Authorized Representative

Agreement Number

Signature

November 13, 2014

Date



Washington, DC 20460
Preaward Compliance Review Report for
All Applicants Requesting Federal Financial Assistance

FORM Approved:
OMB No. 2030-0020
Expires 12-31-05.

Note: Read instructions before completing form.

I. A. Applicant (Name, City, State)		B. Recipient (Name, City, State)	C. EPA Project No.
Land of Sky Regional Council Asheville, NC		Land of Sky Regional Council Asheville, NC	
II. Brief description of proposed project, program or activity. Upper Swannanoa River 9-Element Watershed Action Plan			
III. Are any civil rights lawsuits or complaints pending against applicant and/or recipient? If yes, list those complaints and the disposition of each complaint.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
IV. Have any civil rights compliance reviews of the applicant and/or recipient been conducted by any Federal agency during the two years prior to this application for activities which would receive EPA assistance? If yes, list those compliance reviews and status of each review.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
V. Is any other Federal financial assistance being applied for or is any other Federal financial assistance being applied to any portion of this project, program or activity? If yes, list the other Federal Agency(s), describe the associated work and the dollar amount of assistance.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
VI. If entire community under the applicant's jurisdiction is not served under the existing facilities/services, or will not be served under the proposed plan, give reasons why. The entire Town of Black Mountain will be served through the development of the 9-element plan for the Upper Swannanoa River.			
VII. Population Characteristics			Number of People
1. A. Population of Entire Service Area			8,000
B. Minority Population of Entire Service Area			800
2. A. Population Currently Being Served			8,000
B. Minority Population Currently Being Served			800
3. A. Population to be Served by Project, Program or Activity			8,000
B. Minority Population to be Served by Project, Program or Activity			800
4. A. Population to Remain Without Service			0
B. Minority Population to Remain Without Service			0
VIII. Will all new facilities or alterations to existing facilities financed by these funds be designed and constructed to be readily accessible to and usable by handicapped persons? If no, explain how a regulatory exception (40 CFR 7.70) applies.		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
IX. Give the schedule for future projects, programs or activities (or of future plans), by which services will be provided to all beneficiaries within applicant's jurisdiction. If there is no schedule, explain why. Upper Swannanoa River 9-element Plan will be developed by September 2015. Implementation projects are expected to be implemented soon thereafter.			
X. I certify that the statements I have made on this form and all attachments thereto are true, accurate and complete. I acknowledge that any knowingly false or misleading statement may be punishable by fine or imprisonment or both under applicable law.			
A. Signature of Authorized Official 	B. Title of Authorized Official Executive Director	C. Date November 13, 2014	
For the U.S. Environmental Protection Agency			
<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved	Authorized EPA Official:	Date	

C6 - 00477115 - 1 Page 1

 <p>U.S. ENVIRONMENTAL PROTECTION AGENCY Assistance Amendment</p>	GRANT NUMBER (FAIN): 00477115 MODIFICATION NUMBER: 1 PROGRAM CODE: C6		DATE OF AWARD 02/05/2015
	TYPE OF ACTION No Cost Amendment		MAILING DATE 02/05/2015
	PAYMENT METHOD: ASAP		ACH# 40192
	RECIPIENT TYPE: State		Send Payment Request to: Las Vegas Finance Center
RECIPIENT: NC Dept of Environment & Nat'l Resources 512 N SALISBURY ST Raleigh, NC 27604-1170 EIN: 56-6000372		PAYEE: NC Dept of Environment & Nat'l Resources 1606 MAIL SERVICE CENTER Raleigh, NC 27699	
PROJECT MANAGER	EPA PROJECT OFFICER		EPA GRANT SPECIALIST
Robin Markham 512 N SALISBURY ST Raleigh, NC 27604-1170 E-Mail: robin.markham@ncdenr.gov Phone: 919-807-6445	Tina Lamar 61 Forsyth Street Atlanta, GA 30303-8960 E-Mail: Lamar.Tina@epa.gov Phone: 404-562-9323		Sherry Miles Grants Management Office E-Mail: miles.sherry@epa.gov Phone: 404-562-8396
PROJECT TITLE AND EXPLANATION OF CHANGES Water Quality Management Planning			
<p>This action approves a time extension of the budget and project period end date from September 30, 2015 to September 30, 2016 to provide the State of North Carolina additional time to achieve the goals in their workplan.</p>			
BUDGET PERIOD 10/01/2014 - 09/30/2016	PROJECT PERIOD 10/01/2014 - 09/30/2016	TOTAL BUDGET PERIOD COST \$258,000.00	TOTAL PROJECT PERIOD COST \$258,000.00
NOTICE OF AWARD			
<p>Based on your Application dated 06/03/2014 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$0. EPA agrees to cost-share 38.76% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$100,000. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.</p>			
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE) ORGANIZATION / ADDRESS 61 Forsyth Street Atlanta, GA 30303-8960		AWARD APPROVAL OFFICE ORGANIZATION / ADDRESS U.S. EPA, Region 4 Water Protection Division 61 Forsyth Street Atlanta, GA 30303-8960	
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY			
Digital signature applied by EPA Award Official Sherry Miles - Grant Specialist			DATE 02/05/2015

EPA Funding Information

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FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 100,000	\$ 0	\$ 100,000
EPA In-Kind Amount	\$ 0	\$	\$ 0
Unexpended Prior Year Balance	\$ 0	\$	\$ 0
Other Federal Funds	\$ 0	\$	\$ 0
Recipient Contribution	\$ 0	\$	\$ 0
State Contribution	\$ 0	\$	\$ 0
Local Contribution	\$ 0	\$	\$ 0
Other Contribution	\$ 0	\$	\$ 0
Allowable Project Cost	\$ 100,000	\$ 0	\$ 100,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.454 - Water Quality Management Planning	Clean Water Act: Secs. 205(j)(1) & (2) Clean Water Act: Sec. 604(b)	40 CFR PTS 31 & 35 SUBPT A

Budget Summary Page: NC FY15 604(b)

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$89,580
2. Fringe Benefits	\$31,100
3. Travel	\$11,238
4. Equipment	\$0
5. Supplies	\$7,940
6. Contractual	\$0
7. Construction	\$0
8. Other	\$105,780
9. Total Direct Charges	\$245,638
10. Indirect Costs: % Base	\$12,362
11. Total (Share: Recipient <u>61.24 %</u> Federal <u>38.76 %.</u>)	\$258,000
12. Total Approved Assistance Amount	\$100,000
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$0
15. Total EPA Amount Awarded To Date	\$100,000

Administrative Conditions

All Administrative Conditions Remain the Same

Programmatic Conditions

All Programmatic Conditions Remain the Same

C6 - 00477115 - 0 Page 1

 <p>U.S. ENVIRONMENTAL PROTECTION AGENCY Cooperative Agreement</p>	GRANT NUMBER (FAIN): 00477115 MODIFICATION NUMBER: 0 PROGRAM CODE: C6		DATE OF AWARD 11/18/2014
	TYPE OF ACTION New		MAILING DATE 11/25/2014
	PAYMENT METHOD: ASAP		ACH# 40192
	RECIPIENT TYPE: State		Send Payment Request to: Las Vegas Finance Center
RECIPIENT: NC Dept of Environment & Nat'l Resources 512 N SALISBURY ST Raleigh, NC 27604-1170 EIN: 56-6000372		PAYEE: NC Dept of Environment & Nat'l Resources 1606 MAIL SERVICE CENTER Raleigh, NC 27699	
PROJECT MANAGER	EPA PROJECT OFFICER		EPA GRANT SPECIALIST
Robin Markham 512 N SALISBURY ST Raleigh, NC 27604-1170 E-Mail: robin.markham@ncdenr.gov Phone: 919-807-6445	Tina Lamar 61 Forsyth Street Atlanta, GA 30303-8960 E-Mail: Lamar.Tina@epa.gov Phone: 404-562-9323		Sherry Miles Grants Management Office E-Mail: miles.sherry@epa.gov Phone: 404-562-8396
PROJECT TITLE AND DESCRIPTION Water Quality Management Planning			
<p>This action provides partial funding in the amount of \$100,000 to the State of North Carolina for water quality improvement activities designed to develop analytical modeling tools for performing resource assessments of the assimilative capacity of selected watersheds, streams, rivers and lakes to further enhance the initial work done in support of the Water Councils. The Basinwide Water Quality Management Initiative includes support of watershed restoration projects and support of the pass-through funding and administration of the grant.</p>			
BUDGET PERIOD 10/01/2014 - 09/30/2015	PROJECT PERIOD 10/01/2014 - 09/30/2015	TOTAL BUDGET PERIOD COST \$258,000.00	TOTAL PROJECT PERIOD COST \$258,000.00
NOTICE OF AWARD			
<p>Based on your Application dated 06/03/2014 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$100,000. EPA agrees to cost-share <u>100.00%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$100,000. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA statutory provisions. The applicable regulatory provisions are 40 CFR Chapter 1, Subchapter B, and all terms and conditions of this agreement and any attachments.</p>			
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE	
ORGANIZATION / ADDRESS		ORGANIZATION / ADDRESS	
61 Forsyth Street Atlanta, GA 30303-8960		U.S. EPA, Region 4 Water Protection Division 61 Forsyth Street Atlanta, GA 30303-8960	
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY			
Digital signature applied by EPA Award Official Dorothy Rayfield - Chief - Grants & Acquisition Management Branch			DATE 11/18/2014

EPA Funding Information

C6 - 00477115 - 0 Page 2

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$	\$ 100,000	\$ 100,000
EPA In-Kind Amount	\$	\$	\$ 0
Unexpended Prior Year Balance	\$	\$	\$ 0
Other Federal Funds	\$	\$	\$ 0
Recipient Contribution	\$	\$	\$ 0
State Contribution	\$	\$	\$ 0
Local Contribution	\$	\$	\$ 0
Other Contribution	\$	\$	\$ 0
Allowable Project Cost	\$ 0	\$ 100,000	\$ 100,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.454 - Water Quality Management Planning	Clean Water Act: Secs. 205(j)(1) & (2) Clean Water Act: Sec. 604(b)	40 CFR PTS 31 & 35 SUBPT A

Fiscal										
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation	
-	1504VX5010	15	E2	04V6	202B80	4111	14CB	-	100,000	

Budget Summary Page: NC FY15 604(b)

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$89,580
2. Fringe Benefits	\$31,100
3. Travel	\$11,238
4. Equipment	\$0
5. Supplies	\$7,940
6. Contractual	\$0
7. Construction	\$0
8. Other	\$105,780
9. Total Direct Charges	\$245,638
10. Indirect Costs: <u>13.80% Base personnel</u>	\$12,362
11. Total (Share: Recipient <u>0.00 %</u> Federal <u>100.00 %.</u>)	\$258,000
12. Total Approved Assistance Amount	\$258,000
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$100,000
15. Total EPA Amount Awarded To Date	\$100,000

Administrative Conditions

General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at: http://www.epa.gov/ogd/tc_jan_2014.pdf. These terms and conditions are in addition to the assurances and certifications made as part of the award and the terms, conditions or restrictions cited below.

The EPA repository for the general terms and conditions by year can be found at: <http://www.epa.gov/ogd/tc.htm>.

1. UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES

GENERAL COMPLIANCE, 40 CFR, Part 33

The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements.

In accordance with 40 CFR, Section 33.411 some recipients may be exempt from the fair share objectives requirements described in 40 CFR, Part 33, Subpart D. Recipients should work with their DBE coordinator, if they think their organization may qualify for an exemption.

Current Fair Share Objective/Goal

The dollar amount of this assistance agreement or the total dollar amount of all of the recipient's financial assistance agreements in the current federal fiscal year from EPA is \$250,000, or more. **THE STATE OF NORTH CAROLINA** has negotiated the following, applicable MBE/WBE fair share objectives/goals with EPA as follows:

MBE: CONSTRUCTION 8.00%; SUPPLIES 7.00%; SERVICES 7.00% ; EQUIPMENT 7.00%
WBE: CONSTRUCTION 5.00% SUPPLIES 9.00%; SERVICES 9.00%; EQUIPMENT 9.00%

Negotiating Fair Share Objectives/Goals

In accordance with 40 CFR, Part 33, Subpart D, established goals/objectives remain in effect for three fiscal years unless there are significant changes to the data supporting the fair share objectives. The recipient is required to follow requirements as outlined in 40 CFR Part 33, Subpart D when renegotiating the fair share objectives/goals.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
- (f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e)

of this section.

MBE/WBE REPORTING, 40 CFR, Part 33, Subpart E

MBE/WBE reporting is limited to annual reports and only required for assistance agreements where one or more the following conditions are met:

- (a) there are any funds budgeted in the contractual, equipment or construction lines of the award;
- (b) \$3,000 or more is included for supplies; or
- (c) there are funds budgeted for subawards or loans in which the expected budget(s) meet the conditions as described in items (a) and (b).

Based on EPA's review of the proposed budget, this award likely meets one or more of the conditions as described above, therefore, the recipient agrees to complete and submit a "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" report (EPA Form 5700-52A) on an annual basis.

However, if this award does not meet the conditions as described above, the recipient should provide [Charles Hayes \(hayes.charles@epa.gov\)](mailto:Charles.Hayes (hayes.charles@epa.gov)) with a justification and budget details indicating that based on the planned budget, this award is **not** subject to the DBE reporting requirements.

When completing the annual report, recipients are instructed to check the box titled "annual" in section 1B of the form. For the last report, recipients are instructed to check the box indicated for the "last report" of the project in section 1B of the form. Annual reports are due by October 30th of each year. Last reports are due 90 days after the end of the project period.

The reporting requirement is based on planned procurements. Recipients with funds budgeted for non-supply procurement and/or \$3,000 or more in supplies are required to report annually whether the planned procurements take place during the reporting period or not. If no procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form.

MBE/WBE reports should be sent to

U.S. Environmental Protection Agency
Grants Management Office
SNAFC, 61 Forsyth Street, SW
Atlanta, GA 30303-8690
Attn: Sherry Miles and/or miles.sherry@epa.gov (optional)

The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at http://www.epa.gov/osbp/dbe_reporting.htm

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502; however, the other requirements outlined in 40 CFR Part 33 remain in effect, including the Fair Share Objectives negotiation as described in 40 CFR Part 33 Subpart D.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

2. UNLIQUIDATED OBLIGATIONS

Pursuant to 40 CFR 31.41(b) and 31.50(b), EPA recipients shall submit a final Federal Financial Report (SF-425) to EPA no later than 90 calendar days after the end of the project period. The form is available on the internet at <http://www.epa.gov/ocfo/finservices/forms.htm>. All FFRs must be submitted to the Las Vegas Finance Center: US EPA, Las Vegas Finance Center, 4220 S. Maryland Pkwy, Bld C, Rm 503, Las Vegas, NV 89119, or by Fax to: 702-798-2423 or LVFC-grants@epa.gov

The LVFC will make adjustments, as necessary, to obligated funds after reviewing and accepting a final Federal Financial Report. Recipients will be notified and instructed by EPA if they must complete any additional forms for the closeout of the assistance agreement.

EPA may take enforcement actions in accordance with 40 CFR 31.43 if the recipient does not comply with this term and condition.

Programmatic Conditions

1. EPA or the grantee in compliance with its approved Quality Management Plan, prior to collection of water quality data must approve a Quality Assurance Project Plan.

2. The joint evaluation for this agreement will include:

a. A review of the state's implementation of its EPA approved QMP procedures for the development, review, and approval of Quality Assurance Project Plans.

b. annual review to evaluate grantee's compliance with grant terms and conditions, payment history versus progress in achieving work plan commitments and progress reporting.

3. By March 1, 2015, the grantee will submit to the EPA Project Officer a copy of all revisions to its Clean Water Act (CWA) Section 604(b) programmatic Quality Assurance Project Plan (QAPP). If there are no changes to the CWA Section 604(b) programmatic QAPP, the grantee will submit confirmation by March 1, 2015 to the EPA Project Officer. The QAPP should be consistent with the specifications of the EPA Quality System Document *EPA Requirements for Quality Assurance Project Plans, EPA QA/R-5*. This document can be found at <http://www.epa.gov/quality/qapps.html>.

The grantee must ensure that they have reviewed and approved a Quality Assurance Project Plan for subgrantees data collection in compliance with their EPA-approved Quality Management Plan prior to collection of data by subgrantees under this grant.

4. Grantee will submit a report on performance and progress in implementing its FY 2015 grant workplan commitments by December 31, 2015. The report will provide the information described in 40 CFR 31.40. For all projects selected for pass-through funding, the report will include project title, name of recipient agency, project objectives and brief project description, anticipated outputs and environmental outcomes, amount awarded or budgeted for each project, target or actual award date, and target or actual completion date.
5. The grantee shall provide EPA with an annual update of electronic data and a narrative are required under CWA Section 205(j)(2), no later than APRIL 1, 2015, as required under CWA Section 305(b). Failure to comply with this condition will result in partial termination of the grant, withholding of payments, or other action under 40 CFR 31.43. Further, no subsequent Section 604(b) grant will be awarded until the grantee complies with the grant condition to provide the Section 305(b) electronic database and narrative report.
6. To help ensure timely and accurate review of 303(d) list, we request that states enter all monitoring data (chemical, biological, and physical) into Water Quality Exchange (WQX) no later than December 31, 2014.
7. **Geospatial Data Standards:** All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at www.fgdc.gov.
8. **Competency of Organizations Generating Environmental Measurement Data:** In accordance with Agency Policy Directive Number FEM-2012-02, Policy To Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements. Recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, Recipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. Recipient shall maintain competency for the duration of the project period of this agreement. A copy of the Policy is available online at <http://www.epa.gov/fem/pdfs/competency-policy-aaia-new.pdf> or a copy may also be requested by contacting the EPA project officer for this award.
9. Per the August 19, 1987, *Guidance for Management of Section 205(j)(1) and Section 604(b) Funds* and supported by 40 CFR §31.42, Access Requirements for Records, as it pertains to the 40% pass through of the 604(b) grant, grantees are required to provide the EPA Project Officer with copies of the 604(b) Program binding written agreements (contracts) with the RPCPOs/IOs within 10 days after they have been signed by the State and the RPCPOs/IOs. In lieu of submitting copies of the contracts to EPA Region 4, the States will certify, using a form letter provided by the Region, that the pass through requirements have been met as detailed in the 604(b) workplan, and that copies of relevant contracts and supporting documentation are maintained at the state offices and are available for review by EPA, or that a waiver of the pass through requirement was requested and approved. The certification will be submitted with the annual report and is due by December 31, 2015.
10. **EPA INVOLVEMENT** - EPA will have significant involvement with the recipient in the form of programmatic oversight, and review and comment of all agreement activities and products, as identified under the recipient's CWA 604b workplan.

- Technical Officer assigned to this grant is Cynthia Edwards - 404-562-9340.

- Project Officer assigned to this grant is Tina Lamar - 404-562-9323.



**Purchase Order No. NC10202863
Title: DWR - G6285 - Land of Sky Regional Council**

Issued on Wed, 25 Feb, 2015

Created on Wed, 25 Feb, 2015 by Ariba System

State Agency Tax Exempt Number: 400027

Supplier:

LAND-OF-SKY REGIONAL COUNCIL

339 New Leicester Hwy, Ste 140

ASHEVILLE, NC 28806

United States

Phone: 1828-251-6622

Fax: 18282516353

Contact: Peggy Barnes

Ship To:

649

DENR DIVISION OF WATER

QUALITY

PLANNING BRANCH

512 N SALISBURY ST, RM 625

RALEIGH, NC 27604

United States

Phone: 1919-733-5083 EXT 558

Fax: 1919-715-5637

Bill To:

16PC

NC DENR OFFICE OF THE CONTROLLER

ATTN: ACCOUNTS PAYABLE

1606 MAIL SERVICE CENTER

RALEIGH, NC 27699-1606

United States

Phone: 1919-707-8568

Deliver To:

Robin R Markham

Entity Description: Department of Environmental And Natural Resources

Contract Name:

Contract Type: No

Requester: rrmarkham

Purchase Order No.: NC10202863

Requisition No.: RQ18492380

Other Costs: \$0.00 USD

Requester: Robin R Markham

Shipping Method: BEST WAY

FOB Code: Destination freight paid by vendor and included in price. Title passes upon receipt. Vendor files any claims.

Terms of Payment: N30

Item	Description	Part Number	Unit	Qty	Need By	Unit Price	Tax Amount	Extended Amount(includes tax)
1	G6285 - Land of Sky Regional Council -		dollar	8,750	None	\$1.00 USD	\$0.00 USD	\$8,750.00 USD

Upper ...

G6285 - Land of Sky Regional Council - Upper Swannanoa River
9-Element Watershed Action Plan Development

The Upper Swannanoa River Watershed Restoration project will address water quality impairments in the Upper Swannanoa River. The 7 mile section of the Upper Swannanoa River that runs through the Town of Black Mountain, from the headwaters to the North Fork, is on the EPA's 303(d) list of impaired waters. This project will impact around 250,000 residents in Buncombe County and over 8,000 in Black Mountain.

Contract Administrator: Heather Jennings
Telephone: (919) 807-6437

Contract Administrator: Heather Jennings
Telephone: (919) 807-6437

Item	Description	Part Number	Unit	Qty	Need By	Unit Price	Tax Amount	Extended Amount(includes tax)
2	G6285 - Land of Sky Regional Council - Upper ...		dollar	16,250	None	\$1.00 USD	\$0.00 USD	\$16,250.00 USD

G6285 - Land of Sky Regional Council - Upper Swannanoa River
9-Element Watershed Action Plan Development

The Upper Swannanoa River Watershed Restoration project will address water quality impairments in the Upper Swannanoa River. The 7 mile section of the Upper Swannanoa River that runs through the Town of Black Mountain, from the headwaters to the North Fork, is on the EPA's 303(d) list of impaired waters. This project will impact around 250,000 residents in Buncombe County and over 8,000 in Black Mountain.

Contract Administrator: Heather Jennings
Telephone: (919) 807-6437

Contract Administrator: Heather Jennings
Telephone: (919) 807-6437

Total	\$25,000.00 USD
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Terms And Conditions of Purchase:

CONDITIONS AND INSTRUCTIONS 1. This purchase order was issued through the Statewide E-Procurement Service and is therefore subject to a fee of 1.75% (.0175) on the total dollar amount of goods (excluding sales tax). The following exemptions apply: (A) Purchases from a term contract that has not yet been implemented on

the Statewide E-Procurement Service; (B) Purchases from an agency-specific term contract that has not yet been implemented on the Statewide E-Procurement Service. Note: Fees will be invoiced monthly based on purchase order activity during the prior month. 2. This order is placed subject to shipment at prices, amounts and transportation rates not in excess of those indicated on the face of this order. 3. Each shipment must be shipped to the SHIP TO address printed on the face of this order and marked to the attention of the individual, if any, indicated in that address. Each shipment must be labeled plainly with our PURCHASE ORDER number, and must show gross, tare and net weight. 4. Complete packing list must accompany each shipment. 5. Drafts will not be honored. 6. Materials received in excess of quantities specified herein may, at our option, be returned at shipper's expense. Substitutions are not permitted. 7. Invoices in quadruplicate must be mailed on the date of shipment to the INVOICE TO address indicated on the face of this purchase order. Invoices must include the INVOICE TO name and address, the PURCHASE ORDER number, terms of payment and routing. 8. On all invoices subject to discount, the discount period will be calculated from the date a correct invoice is received in this office. 9. Each invoice must be accompanied by the following papers: A. Original bill of lading when shipment is made by freight or express. B. Signed delivery receipt when delivery is made by other means. C. Parcel post insurance when shipment is made by parcel post and value is over \$1.00. 10. In cases where parties other than you ship materials against this order, shipper must be instructed to show our PURCHASE ORDER number on all packages and shipping manifests to insure prompt identification and payment of invoices. 11. By accepting this electronic purchase order, you agree that these CONDITIONS AND INSTRUCTIONS are legally binding.



RQ18492380: DWR - G6285 - Land of Sky Regional Council

Issued on Tue, 24 Feb, 2015

Created on Tue, 24 Feb, 2015 by Marjorie Barber on behalf of Robin R Markham

Supplier:

LAND-OF-SKY REGIONAL COUNCIL
339 New Leicester Hwy, Ste 140
ASHEVILLE, NC 28806
United States
Phone: 1828-251-6622
Fax: 18282516353
Contact: Peggy Barnes

Ship To:	Bill To:
649	16PC
DENR DIVISION OF WATER QUALITY	NC DENR OFFICE OF THE CONTROLLER
PLANNING BRANCH	ATTN: ACCOUNTS PAYABLE
512 N SALISBURY ST, RM 625	1606 MAIL SERVICE CENTER
RALEIGH, NC 27604	RALEIGH, NC 27699-1606
United States	United States
Phone: 1919-733-5083 EXT 558	Phone: 1919-707-8568
Fax: 1919-715-5637	
Deliver To:	Entity Description: Department of Environmental And Natural Resources
Robin R Markham	

Contract Name:

Contract Type: No

Order No.: NC10202863

Other Costs: \$0.00 USD

Shipping Method: BEST WAY

FOB Code: Destination freight paid by vendor and included in price. Title passes upon receipt. Vendor files any claims.

Terms of Payment: N30

Item	Description	Part Number	Unit	Qty	Need By	Unit Price	Tax Amount	Extended Amount(includes tax)
1	G6285 - Land of Sky Regional Council - Upper ...		dollar	8,750	None	\$1.00	\$0.00 USD	\$8,750.00 USD

G6285 - Land of Sky Regional Council - Upper Swannanoa River 9-Element Watershed Action Plan Development

The Upper Swannanoa River Watershed Restoration project will address water quality impairments in the Upper Swannanoa River. The 7 mile section of the Upper Swannanoa River that runs through the Town of Black Mountain, from the headwaters to the North Fork, is on the EPA's 303(d) list of impaired waters. This project will impact around 250,000 residents in Buncombe County and over 8,000 in Black Mountain.

Contract Period: 2/25/15 - 2/28/16
 This line covers 2/25/15-6/30/15

Contract Administrator: Heather Jennings
 Telephone: (919) 807-6437

Company: 1601
 Account: 532199017
 Center: 17107102

Item	Description	Part Number	Unit	Qty	Need By	Unit Price	Tax Amount	Extended Amount(includes tax)
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2	G6285 - Land of Sky Regional Council - Upper ...		dollar	16,250	None	\$1.00 USD	\$0.00 USD	\$16,250.00 USD
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G6285 - Land of Sky Regional Council - Upper Swannanoa River 9-Element Watershed Action Plan Development

The Upper Swannanoa River Watershed Restoration project will address water quality impairments in the Upper Swannanoa River. The 7 mile section of the Upper Swannanoa River that runs through the Town of Black Mountain, from the headwaters to the North Fork, is on the EPA's 303(d) list of impaired waters. This project will impact around 250,000 residents in Buncombe County and over 8,000 in Black Mountain.

Contract Period: 2/25/15 - 2/28/16
 This line covers 7/1/15-2/28/16

Contract Administrator: Heather Jennings
 Telephone: (919) 807-6437

Company: 1601
 Account: 532199017
 Center: 17107102

Total	\$25,000.00 USD
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Status: Ordered

Approvals					
Required?	Status	Reason	Approver	Approved By	Date
Not Required	Approved	OnBehalfOfWatcherRule	Robin R Markham		Wed, 25 Feb, 2015
Required	Approved	Required agency approver	Lucia Merritt	Lucia Merritt	Wed, 25 Feb, 2015

Required	Approved	Financial Approver - Environment must approve	DENR Financial Approver - Environment	Cathey S Cottle	Wed, 25 Feb, 2015
Required	Approved	DENR Purchasing Agent Must Approve	DENR Purchasing Agent 1	Allison Tart	Wed, 25 Feb, 2015

eRequisition Comments

- Marjorie Barber, 02/24/2015:

Contract e-mail to grantee 2/24/15; pending response from Land-of-Sky Regional Council (Marjorie Barber, Tue, 24 Feb, 2015)