

**Administrative Manual
for the
Special Projects Funding Program
of the
Pennsylvania
Chesapeake Bay Program**

Technical Guidance Number 361-5500-001

Prepared By:

**Pennsylvania Department of Environmental Protection
Bureau of Watershed Management**



COMMONWEALTH OF PENNSYLVANIA

Department of Environmental Protection

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**DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATERSHED MANAGEMENT**

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TITLE: Administrative Manual for the Special Projects Funding Program of the Chesapeake Bay Program

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POLICY: The County Conservation Districts will follow a standard process for the implementation of the Special Projects Funding Program (SPFP) of the Chesapeake Bay Program (CBP).

PURPOSE: The purpose of this document is: 1) to provide guidance to Conservation Districts on the administrative processes involved with the SPFP of the CBP, including completion of funding applications, funding distribution to landowners, project selection, project inspection, and completion of appropriate forms, and 2) comply with Chapter 83 for the rules regarding SPFP.

APPLICABILITY: This guidance applies to County Conservation Districts that participate in the SPFP of the CBP administered through the Department of Environmental Protection (DEP).

DISCLAIMER: The policies and procedures outlined in this guidance are intended to supplement existing requirements. Nothing in the policies or procedures shall affect regulatory requirements.

The policies and procedures herein are not an adjudication or a regulation. There is no intent on the part of DEP to give the rules in these policies that weight or deference. This document establishes the framework within which DEP will exercise its administrative discretion in the future. DEP reserves the discretion to deviate from this policy statement if circumstances warrant.

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PREFACE

This manual has been developed to provide guidance to conservation districts, other cooperating agencies, and individual participants involved in the daily decision making concerning the Pennsylvania Chesapeake Bay Program, Special Projects Funding Program. Its use is intended to ensure uniformity and consistency in administering the program.

The staff of the Bureau of Watershed Management (Bureau), is available to provide additional guidance including the interpretation of difficult policy issues. Complex issues will normally be required to be submitted in writing to the Bureau.

All copies of the manual are distributed by the Bureau and an official record maintained of recipients to facilitate needed manual revisions. Notices of manual changes will be numbered consecutively and should be retained in the Appendices of the manual. All notices of manual changes will be accomplished by the Bureau and include information on the nature of the revisions.

Any inaccuracies observed or suggested improvements to the manual should be directed to the Bureau of Watershed Management.

TABLE OF CONTENTS

Preface	ii
Table of Contents	iii
 Section 1 - General Guidelines	1
A. Purpose.....	1
B. County Implementation Plans.....	1
C. Overview.....	2
 Section 2 - Application Requirements	3
A. Eligibility	3
B. Funding Application from District to DEP	5
C. Funding Application from Landowner to District	6
 Section 3 - Special Project Implementation.....	6
A. Contracts	6
B. Time Period of Landowner District Agreements.....	8
C. Financial Management/Record Keeping.....	8
D. Reimbursements.....	8
E. Leftover Money	9
F. BMP Procurement Procedure	9
G. Monitoring/Inspections/DEP Review	18
H. Failed Special Projects.....	19
 Section 4 - Forms	20
 Appendix A Chesapeake Bay Special Projects Funding Program Application Form.....	21
Chesapeake Bay Special Projects Funding Program Application Form Instructions.....	23
 Appendix B Chesapeake Bay Special Projects Funding Program Landowner Request Form (CBP-SP1).....	25
Chesapeake Bay Special Projects Funding Program Landowner Request Form (CBP-SP1) Instructions.....	28
 Appendix C Chesapeake Bay Special Projects Funding Program Landowner/Operator- Conservation District Agreement (CBP-SP3)	30
Chesapeake Bay Special Projects Funding Program Landowner/Operator- Conservation District Agreement (CBP-SP3) Instructions.....	33
 Appendix D Chesapeake Bay Special Projects Funding Program BMP Reimbursement Rates List CBP-SP3 Attachment 1	35
Chesapeake Bay Special Projects Funding Program BMP Reimbursement Rates List CBP-SP3 Attachment 1 Instructions.....	36
 Appendix E Chesapeake Bay Special Projects Funding Program Landowner and Operator Land Use Agreement (CBP-SP3A)	37
Chesapeake Bay Special Projects Funding Program Landowner and Operator Land Use Agreement (CBP-SP3A) Instructions.....	38

Appendix F	Chesapeake Bay Special Projects Funding Program Cost Verification Form (CBP-SP5).....	39
	Chesapeake Bay Special Projects Funding Program Cost Verification Form (CBP-SP5) Instructions	40
Appendix G	Chesapeake Bay Program Special Project Certification for Payment	42
	Chesapeake Bay Program Special Project Certification for Payment Instructions.....	44
Appendix H	Chesapeake Bay Special Projects Funding Program Field Interview & Compliance Field Inspection Report (CBP-SP9)	45
	Chesapeake Bay Special Projects Funding Program Field Interview & Compliance Field Inspection Report (CBP-SP9) Instructions.....	46
Appendix I	Chesapeake Bay Special Projects Funding Program Contract File Review Checklist	48
	Chesapeake Bay Special Projects Funding Program Contract File Review Checklist Instructions	52

SECTION 1 - GENERAL GUIDELINES

A. Purpose

The purpose of the *Administrative Manual for the Special Projects Funding Program of the Pennsylvania Chesapeake Bay Program* is to provide guidance for conservation district staff in the development, implementation, and funding of special projects. The Special Projects Funding Program (SPFP) has been implemented in order to best utilize the limited funding for Best Management Practices (BMPs) within the Chesapeake Bay Program (CBP). Each district will develop projects to meet the goals of the Chesapeake Bay Tributary Strategy (Strategy) and the district's County Implementation Plan, while seeking out the greatest water quality return for the dollars spent.

The process for awarding special projects funding will be generally managed at the regional level. Each conservation district is encouraged to work in cooperation with their regional Department of Environmental Protection (DEP) office and Chesapeake Bay Field Representative (CBFR) in the preparation and implementation of the SPFP.

This manual is being provided as a guideline for the procedures involved in accomplishing the SPFP for the implementation of BMPs. This manual is a companion to the existing *Administrative Manual for the Pennsylvania Chesapeake Bay Program* and not intended to supersede any contents of that manual, unless otherwise noted.

B. County Implementation Plans

Each participating conservation district within the Chesapeake Bay (Bay) Watershed must develop a County Implementation Plan (CIP). A CIP will address and prioritize the multiple environmental concerns of the county and outline how the district CBP implementation efforts will coordinate with DEP's Strategy. The development of the CIP document should be an inclusive project that utilizes the board and associate board members, district partners, district staff, DEP staff, watershed teams, and DEP field representatives.

As part of a CIP, a district may propose priorities, action plans, and outputs that they believe are consistent with the Strategy and will be most effective in meeting the CBP objectives. It is expected that there will be a wide range in the level of detail and complexity of these plans. Districts are encouraged to be creative and consider innovative solutions. All plans are expected to reflect a thoughtful, deliberate approach that considers the Strategy and the interest in working with the agricultural community and other interests to maximize environmental results. Funding resources to support plan implementation should not be limited to the CBP. Other programs, such as the Environmental Quality Incentive Program (EQIP), Conservation Reserve Enhancement Program (CREP), and other grants should also be included in a district's CIP.

A CIP should identify why, and actions for how the CIP will yield good environmental returns. CIPs will be approved by district boards and reflect a high level of commitment from the staff that the CIP is more than a paper document. Districts should expect to review and revise their CIPs annually to determine what has been successful and to reexamine the projects that were not. Keeping the CIP current and developing new strategies to improve water quality will allow a district to achieve a greater environmental return and remain more competitive in the funding process.

Districts can expect an increasing emphasis on strategy-driven Bay contracts, e.g., SPFP. Under this process, districts may outline CIP initiatives and request funds to support BMP implementation as a special project. Districts with effective CIPs will be better positioned to compete for future available CBP funds. Therefore, it is vital that districts update their CIP regularly in order to stay competitive.

The following is a sample outline for a CIP based on DEP's evaluation criteria:

- County Description - i.e., size, location, population, economy, land use, culture, agriculture profile.
- Water Resources/Quality - i.e., streams/water bodies, classifications, impairments (sediment/nutrient), watersheds, relevance to the Bay and its sediment/nutrient loads.
- Trends of significance to water quality (sediment/nutrient loads) - i.e., population, economic, land use:
 - Ag specific - i.e., types, sizes, technologies, practices, BMPs.
 - Other significant sediment and nutrient sources.
 - Water quality.
- Sediment and Nutrient/Source Reductions:
 - Current programs/accomplishments in the county (district and other).
 - Remaining and future needs.
 - Most effective approaches to address these needs.
- County Bay Tributary Strategy:
 - Plan of actions to reduce sediment and nutrient loads to the Bay.
 - Resources/assistance needed.
 - Expected results.
- Plan development process.

C. Overview

The focus of special projects should be the improvement of water quality through the reduction of nutrient and sediment loads. In order to receive the highest return in water quality, SPFP applications must clearly state how the project meets the goals of both the Strategy and the district's CIP. Special projects must be stand-alone projects that work and function as intended

to provide an environmental benefit. Districts are encouraged to seek additional sources of BMP funding from programs such as CREP, EQIP, and other grants. The goal is to utilize SPFP funds for BMPs that compliment and do not compete with other programs such as those mentioned above.

Annual funding amounts through the SPFP will be distributed to DEP regional offices based on the edge-of-stream nonpoint source loads from the Bay model. Districts will submit applications for special projects to their DEP regional office. The regions will review projects and recommend the allocation of their funds based on the caliber of the projects and their water quality return. The regional recommendations will then be submitted to the Central Office for final approval. Central Office will then present the funding allocations to the State Conservation Commission (SCC) for consideration and approval. Once approved, DEP will inform the districts of the funding allocations that were approved by the SCC. Throughout the project development and application process, districts are encouraged to seek guidance from their CBFR and DEP regional office.

Special projects can be chosen from the standard list of Strategy BMPs. Additionally, districts are encouraged to develop creative and innovative implementation concepts to meet the specific needs of regions and individual counties. Additionally, due to the unique needs of each district, special projects do not need to be strictly agricultural practices. However, the result in improved water quality through the reduction of nutrient and sediment loads must be demonstrated.

In the interest of seeking the greatest return in water quality for the money allocated, the anticipation is that districts will utilize a competitive procedure in awarding funds to landowners. Each district, in the development of their special project, should set criteria for scoring and ranking the applicants. The long-term goal of the SPFP is not to subsidize agricultural operations but to improve water quality in the most cost-effective manner.

SECTION 2 - APPLICATION REQUIREMENTS

A. Eligibility

Conservation District - A conservation district is eligible for SPFP funds if: (a) the county contains land surface area in Pennsylvania within the Bay drainage basin (e.g., Susquehanna River, Potomac River, Gunpowder Falls River in York County, and Elk Creek and Northeast River in Chester County), (b) the conservation district and the SCC execute a contract specifying the terms and conditions for receiving, distributing, and administering the SPFP cost share funds, and (c) the district has a completed and approved CIP.

Conservation District Directors and Staff - Conservation district directors and staff may personally participate in the SPFP without constituting a conflict of interest provided they observe the following:

- If the Landowner - District Agreement (CBP-SP3) between the conservation district and district director or district staff exceeds \$500.00, the following requirements must be met:
 - prior public notice of the CBP-SP3 possibility. (Listed on the agenda of the Conservation District Board of Directors meeting.)

- public disclosure of application and CBP-SP3 considered. (Listed on the agenda of the Conservation District Board of Directors meeting.)
 - public disclosure of the award of CBP-SP3. (Listed in the minutes of the Conservation District Board of Directors meeting.)
 - CBP-SP1, CBP-SP3, and CBP-SP3 Attachment 1 must be available under the Conservation Districts Public Information Policy.
- The affected district directors and staff play no role in the process of reviewing and selecting their own application as to awarding funds, and use no acquired confidential information to apply for or obtain special project cost share funds.
 - District directors must abstain from all discussion, votes, or recommendations taken on their application to participate in the program, nor vote or recommend negatively on another person's application to benefit the directors own application and/or funding. For public record, the reason for a district director abstaining from a vote must be recorded in the district minutes.

Landowner - A landowner may apply for SPFP cost share assistance provided:

- The landowner's property is located within Pennsylvania's portion of the Bay drainage basin.
- The landowner should implement and maintain a nutrient management plan, manure management plan, and/or erosion and sediment (E&S) plan when applicable by federal and state regulations.
- The landowner completes a "Request Form" (CBP-SP1).
- The deed to the land reflects one of three major legal entities for ownership in Pennsylvania: (1) individual, (2) partnership, or (3) corporation. A general partnership is defined under 15 Pa. C.S. Chapter 83 (relating to Uniform Partnership Act) or successor statutes, or a limited partnership as defined under 15 Pa. C.S. Chapter 85 (relating to Uniform Limited Partnership Act) or successor statutes, that is registered under the laws of the Commonwealth or has a certificate of authority from the Department of State to conduct business in Pennsylvania.
- Past receipt of CBP cost-share funds does not preclude a landowner from participation in the SPFP.

Land Eligibility - A landowner may apply for SPFP financial assistance even if only a portion of his/her lands lies within the Bay drainage basin. However, financial assistance can only be paid on BMPs that benefit lands lying within the Bay drainage basin.

If the farming operation lies across county lines, the conservation district in which the landowner participates in the Farm Service Agency (FSA) and/or Natural Resource Conservation Service (NRCS) programs will be responsible for program administration. If the landowner has separate,

non-contiguous operations, the conservation district in which each operation is located will be responsible for program administration. Exceptions to these guidelines can be made, provided all conservation districts involved agree to the exceptions in writing.

SPFP funds are also available to non-farming lands and/or operations provided the project acts to reduce sediment and nutrient loads to waters of the Bay drainage basin.

Multiple Farms - A landowner is eligible for SPFP funds regardless of the number of eligible farms under ownership. The landowner can apply the special project cost share funds only to the special project applied for to solve critical farm nutrient and sediment problems. Nutrient planning would include all farms receiving animal waste from the farm(s) where special project cost share funds are received.

Corporations - A corporation is eligible for special project cost share funds. Funds can be used by the corporation to solve critical nutrient and sediment problems. Nutrient planning would include all farms controlled by the corporation receiving waste from the farm(s) where the funds are received.

Non-Farming Operations - For non-farming operations, nutrient planning would include an inventory of nutrients “in” to the operation and nutrients “out”, including an accountability of what nutrients/sediments are being reduced through SPFP funds.

Date of Establishment - All agricultural operations are eligible to participate in the SPFP to correct existing critical nutrient management problems, regardless of when the agricultural operation was established.

New Operation and Expansions - SPFP funds cannot be used to establish new operations or fund the expansion of existing operations. The establishment of new agricultural operations and the expansion of existing operations (i.e., animal additions, land expansion, or additional structures) should be planned and implemented correctly at landowner expense. Any critical nutrient management problems resulting from the improper planning or implementation of new operations or expansion of existing operations will not be eligible for SPFP funds and must be corrected at landowner expense.

Costs - Where costs above what is necessary to adequately treat the critical nutrient and/or sediment problem are incurred solely to meet the landowner’s preference, such additional costs are not eligible for SPFP funds, and are the financial responsibility of the landowner.

SPFP funds will not be paid on any BMP where construction contracts have been executed or construction is started prior to the dates of all signatures required on the CBP-SP3.

SPFP funds can be used for projects on rented land used for agricultural production, provided a CBP-SP3A (SPFP Landowner and Operator Land Use Agreement) has been filed with the district.

B. Funding Application from District to DEP

Applications for SPFP funds can be submitted annually. Funds provided through the SPFP will be distributed to DEP regions based on the edge-of-stream nonpoint source loads from the

Environmental Protection Agency (EPA) Chesapeake Bay Model. Throughout the development of a project and the application process, districts are encouraged to seek guidance from their CBFR and DEP regional office. Applications must be submitted by **MARCH 31** for the upcoming fiscal year projects. In the event that additional funds are made available, additional announcements for SPFP funds may be made throughout the year. These announcements would be accompanied by appropriate application submission dates.

The SPFP application form has been designed to work in conjunction with the district's CIP. The application must clearly state how the project meets the goals of both the CIP and the DEP Strategy.

Applications will be submitted to DEP regional offices by the **MARCH 31** deadline. Regional staff will review the applications and make recommendations for the allocation of their funds based on the caliber of the projects and their return on water quality. The recommendations will then be submitted to the DEP Central Office for final approval.

C. Funding Application from Landowner to District

In the interest of seeking the greatest return in water quality for the money funded, it is recommended that districts utilize a competitive procedure in awarding funds to landowners. Each district, in the development of their special project, should set criteria for scoring and ranking the applicants. A landowner will apply for special projects offered by their local district by completing a CBP-SP1 form.

The CBP-SP1 form is generic in nature and can serve two functions for the district:

1. The CBP-SP1 is to be used as the application form for landowners/operators to apply for announced special projects. When used as an application for a special project, the district should customize section 2 of the form. The questions asked should be the basis of the criteria that the district will use to score and rank the applicants by need.
2. The CBP-SP1 can be used as an information-gathering tool for walk-ins to the district that inquire about agriculture program information and/or installing BMPs on their property.

SECTION 3 - SPECIAL PROJECT IMPLEMENTATION

A. Contracts

District to DEP

SPFP contracts/grant agreements will begin July 1 and run for a period of two years, ending on June 30 (e.g., Grant agreements awarded 7/1/2006; funds must be used by 6/30/2008). Districts will be notified as early as possible of what projects have been awarded funds.

The time period between notification of the award and July 1 should be used to prepare landowner contracts and move forward with the administrative process so that project implementation can begin as soon as possible after July 1.

Revisions and Amendments

Conservation districts may request revisions and amendments to their grant agreements as necessary. Districts are directed to discuss any possible changes to their grant agreement with their DEP CBFR. The CBFR will assist the district to determine the need for the change and if it should be submitted as a revision or an amendment. The CBFR will submit a recommendation to Central Office for the approval or denial of the district request.

A revision to a grant agreement would be considered minor in nature and could include but not be limited to; a transfer of funds between line items, substitution of specific materials on a contract, or changes in outputs and/or approaches in direction within the original contract.

A request for revision to a grant agreement will be submitted to DEP Central Office and the appropriate CBFR either through fax, electronic mail, or traditional mail. The CBFR should make a recommendation on the proceedings of a district's request for revision to DEP Central Office within five (5) working days. Upon decision by DEP Central Office, notification of approval or disapproval will be sent to the conservation district and the CBFR via electronic mail or traditional mail. A verbal confirmation alone is not adequate.

An amendment to a grant agreement would be considered major in nature and could include but not be limited to; a request for time extension of a contract, major modifications to the Scope of Work such as adding BMPs not listed in the original contract, any increase or decrease in the monetary grant amount, or any radical alteration of the fundamental nature of the project. These amendments by necessity require much more time to effect and involve re-signing grant documents.

Requests for amendments to grant agreements are to be submitted in writing on conservation district letterhead and signed by the District Manager. They are to be submitted to DEP Central Office and the appropriate CBFR, who will review and make a recommendation regarding the disposition. The CBFR should make a recommendation on the proceedings of a district's request for amendment to DEP Central Office within five (5) working days. The recommendation should include a brief narrative explaining the reason for the recommendation as well as the signature of the CBFR.

CBP staff in the Central Office will inform the CBFR and conservation district of the final decision via electronic mail or traditional mail. If approved, an amended contract will be produced and distributed to the conservation district for a signature. A verbal confirmation alone is not adequate.

Landowner to District

Each special project funded must have a CBP-SP3, SPFP Landowner/Operator-Conservation District Agreement, completed prior to the initiation of the project. The conservation district shall maintain an individual case file for each landowner/operator signing a CBP-SP3.

Additionally, a CBP-SP3A agreement between landowner and operator must be completed when applicable. If an agreement has not been completed, no funds shall be distributed to the landowner. If a district distributes SPFP funds to a landowner without a completed and signed agreement, the district may be liable for reimbursement of those funds to DEP. Funds for special projects must be used within two years of the date of grant agreement to the district.

B. Time Period of Landowner District Agreements

The length of a CBP-SP3 agreement should be based on the life expectancy of the BMP funded; however, funding sources for the special project must be used within two years. The agreement can be written for a five-year working relationship term. However, if the expected lifespan is greater than five years and ongoing maintenance is required, those terms should be noted under Section II of the CBP-SP3 for Special Conditions. The agreement should include maintenance requirements beyond the initial implementation as necessary for the lifetime of the BMP.

C. Financial Management/Record Keeping

Since the SPFP is established as a reimbursement program, certain portions of the Financial Management section of the *Administrative Manual for the Pennsylvania Chesapeake Bay Program (AMPCBP)* are not applicable to the SPFP. Refer to SECTION 2 - FINANCIAL MANAGEMENT of the *AMPCBP*. The following subsections of Section 2 are NOT applicable to the SPFP:

- A.2. Federal Deposit Insurance Corporation (FDIC)
- A.3. High Yield Accounts
- A.4. Accounting Records
- A.5. Bank Reconciliation
- A.8. Segregation of Duties

All other subsections of Section 2 of the *AMPCBP* remain applicable to the handling of CBP funds.

A separate account is no longer required for CBP SPFP funds. Funds received from DEP for reimbursement claims through a *Chesapeake Bay Program Special Project Certification for Payment* form can be processed through a district's general account. A district may choose to keep a separate account assigned to CBP SPFP funds; however, it is not a requirement of the program.

D. Reimbursements

In order to better meet the needs of the districts, reimbursement claims can be made to DEP as needed throughout the year. Districts will submit the *Chesapeake Bay Program Special Project Certification for Payment* form for reimbursement to DEP Central Office and the appropriate CBFR. The form is to be submitted via electronic mail originating from the conservation district manager's e-mail account to verify that the district has approved the invoice. The CBFR has five (5) working days to comment to Central Office on approval to pay the invoice. If no comment is received from the CBFR within 5 working days, the payment will be automatically processed. It is not necessary for a project to be 100% complete in order to submit a reimbursement claim. Due to the cost of processing payments, request should be for a substantial amount. If a *Chesapeake Bay Program Special Project Certification for Payment*

form is submitted where the amount of funds requested is deemed too small, the conservation district may be asked to resubmit the form at a later date which includes other charges.

E. Leftover Money

The SPFP operates on a reimbursement basis, therefore, leftover money is considered to be money that was designated for a contract but was not used by the district. Any money that was assigned to a district for a special project contract and not claimed through reimbursements by the expiration date of the contract will be liquidated upon termination of the contract.

Work completed by the end of the contract date can request funds for reimbursement. A *Chesapeake Bay Program Special Project Certification for Payment* form must be submitted to DEP by the 15th of the first month of the following quarter (e.g., Grant agreement expires on 6/30/2008, all requests for payment for that agreement must be submitted by 7/15/2008).

F. BMP Procurement Procedure

1. General Requirements

All special project implementation shall be procured according to these procedures. The method of procurement to be used for a specific project will depend on the estimated project cost. Three procedures are available: (1) Simple Purchase where the cost is estimated to be no more than \$5,000, (2) Small Purchase where the cost is estimated to be over \$5,000 but no more than \$25,000, and (3) Sealed Bids where the cost is estimated to exceed \$25,000. The procedures are described in Sections F.2 and F.3.

When federal funds are utilized in the completion of projects, or when non-federal funds are used to match a federal grant, conservation districts are to abide by all applicable laws, rules and regulations referenced in the current agreement between the district and DEP and SCC for the administration of the CBP SPFP.

The conservation district shall maintain current average cost tables (CBP-SP3 Attachment 1) which will serve as the basis for cost sharing on Simple Purchases (\leq \$5,000), and most Landowner/Operator-Conservation District Agreements (CBP-SP3).

The conservation district shall maintain an individual case file for each landowner signing a CBP-SP3. This file shall contain all information pertaining to the installation of program cost sharing BMPs including as necessary, but not limited to, preliminary design (Plan View), maps, field notes, as-built plans, operation and maintenance plans, and other project-related data. The district is responsible for safeguarding such information stored in other offices. The case file will contain a written record for each project which shall include justification for rejecting bids. For example, the designer's estimate could be listed as the basis for the project cost determination and for the basis of bid rejection when the bid is more than ten percent of that estimate. These files shall be retained indefinitely unless otherwise advised by DEP.

If the landowner refuses to implement and maintain the SPFP as planned, the district can initiate enforcement action in cooperation with DEP, and against the offending landowner

in an attempt to gain a refund of an equitable amount of those cost share monies already distributed to the landowner. For example, the district should consider the expected lifespan of the BMP versus the realized pollution control benefits derived since its implementation and prorate the amount the landowner would refund to the district.

2. Simple Purchases

a. Applicability

Simple Purchase ($\leq \$5,000$) procedures are used to procure material or services without a formal contract and with a minimum of paperwork. The landowner is expected to be judicious in making these purchases.

b. Procedures

The district shall inform the landowner of the estimated cost of the project from CBP-SP3 Attachment 1. The district will not be liable for any unauthorized expenses incurred before this notification is made. The landowner shall submit a CBP-SP5 and all appropriate invoices as the basis for reimbursement. Project costs in excess of the average cost tables or the estimated cost from CBP-SP3 Attachment 1, shall be justified and documented, and the district shall determine and document in writing if the additional cost is eligible for cost sharing.

3. Contracted Purchases

Note: Forms CPB-7, CBP-8, CBP-8L, CBP-8M, CBP-17, and CBP-18 that are referred to in this section are from the *AMPCBP*.

a. General

Each project with an estimated cost greater than \$5,000 from CPB-SP3 Attachment 1 shall be procured using a contract (CBP-8 or CBP-8L). Except for landowner contracts, all projects shall be competitively bid. A properly executed contract shall be a condition for participation in the Special Project Funding Program.

The project planner and designer shall work closely with the landowner in determining the least-costly facility suitable to the site that will fit the landowner's operation and management skills. The landowner should be advised of different design alternatives that will alleviate the problem. The landowner's preferences shall not influence the designer's determination of the least cost structure. For example, the designer determines a manure storage structure with push off ramp at the edge of the barn will adequately satisfy the farmer's needs. However, the farmer decides he wants the structure located uphill from the barn requiring a loading pump and other extras. The more costly uphill structure is then designed, advertised, and the lowest responsible bid selected by the farmer. In this example, the cost share amount shall be based on the lesser of the lowest responsible bid or the designer's cost estimate for the structure with the push off ramp.

In all cases, the landowner has the choice for which facility he wants. The program will cost share on the least costly facility suitable to the site. If a more costly structure is selected, the landowner pays the difference between what he selected and what the district has agreed to cost share. The goal is to achieve a workable solution at least cost to allow available program funds to be distributed among as many participants as possible. The contract amount and designer's cost estimate must represent those costs required to implement a fully functioning suitable waste storage facility for the site. That is, comparisons will be made between proposed facilities which include the cost of excavation, structure or pond cost, and cost of necessary appurtenances (pumps, gutters, fences, etc.). The landowner must concur in the project (items of work on the bid sheet) before the invitation for bids is advertised.

Occasionally, salesmen will attempt to make landowners buy or commit to buy waste storage facilities and/or appurtenances midway through the planning process. If the landowner commits, either by a contract to buy or actually purchases such, this could influence which contractor is selected and could violate the fair and open competitive bidding process. If this occurs and the district is made aware of it, the district could elect to cancel its agreement with the landowner or revise what it is willing to cost share. For example, the landowner and project designer had planned but had not yet advertised for an aboveground storage structure when the landowner unilaterally purchased, at his expense, used steel storage panels. If an aboveground storage structure is advertised and the landowner ultimately selected a concrete structure, the procurement process could proceed. If, however, the landowner selected an aboveground steel facility and attempted to utilize the previously purchased steel panels in its construction, the district could cancel the agreement or allow the panels to be utilized but eliminate cost share for the storage.

The award of a contract to a contractor shall be preceded by a solicitation of competitive bids to execute the work described in the plans and specifications provided by the project designer. The method of price solicitation will be dependent on the designer's estimated project cost (CBP-SP3 Attachment 1), as described in Subsections b. and c. below. In each case, the bids for a project shall be evaluated in relation to the estimated project cost, and the landowner shall identify the responsible low bid. If the lowest bid is not identified as the responsible low bid, the landowner shall document the reasons for that determination. The contract shall be awarded to the responsible low bidder except as noted in the following paragraph:

The landowner may select an alternate responsible bidder (at a price greater than the responsible low bid); however, the landowner shall be reimbursed based on the lump sum or unit price(s) offered by the lowest responsible bid. The conservation district shall inform the landowner of this limitation so he understands that he must accept cost sharing on that basis before a contract is executed.

- Example 1: The project is bid as approved by the project designer, landowner, and conservation district. All bids submitted are for the project as designed. The landowner selects the lowest responsible bid which is within 10% of the designer's estimate. Cost share is based on the lowest responsible bid.
- Example 2: The project is bid as approved by the project designer, landowner, and conservation district. All bids submitted are for the project as designed except all exceed the designer's estimate by 11 percent or more. District should reject all bids as too expensive, revisit validity of designer's estimate, attempt to expand list of viable bidders, and rebid. The designer's estimate has a reasonable amount of profit built in and to exceed by more than 10 percent would be excessive. District may wish to acquire second opinion from another engineer on designer's original estimate to assure expected project costs are defensible.
- Example 3: The project is bid as approved by the project designer, landowner, and conservation district. Two bids received are for project as designed, one is for an alternative. The landowner chooses the alternative which is more expensive than the lowest responsible bid. Cost sharing is based on the lowest responsible bid.
- Example 4: The project is bid as approved by the project designer, landowner, and conservation district. All bids received are for alternatives. The landowner chooses the mid-priced alternative. Cost sharing is based on the lowest responsible bid.

The conservation district shall have the responsibility for verifying that the responsible low bidder has been identified by the landowner, and for accepting or rejecting the landowner's selection of a contractor. The reasons for not identifying the lowest bid as the responsible low bid, or for accepting or rejecting an alternate responsible bidder shall be documented in writing.

All contracts shall include a provision for modifications to permit changes or additions to the work based on technical justification by the project designer. Only the conservation district may write contract modifications, which will be prepared on form CBP-8M. The execution of a modification does not guarantee the landowner or contractor of any additional cost share funding. The district's cost share limits govern in all cases. If a change in cost share funding is justified, the change shall be accomplished on a CBP-SP3 Attachment 1.

Upon completion of a contract, the landowner shall submit a CBP-SP5, a copy of the executed CBP-8 and any CBP-8M with written justification statement to permit payment in excess of the initial contract amount. The conservation district shall make cost share payment(s) based on the completed CBP-SP5 with attachments. In addition, before payment is made, a completed CBP-SP3 Attachment 1 must be present certifying that the installed practice meets program

requirements including standards and specifications of the Pennsylvania **Soil and Water Conservation Technical Guide**.

b. Small Purchases

(1) Applicability

This method of procurement shall be used when the estimated project cost from CBP-SP3 Attachment 1 is over \$5,000 but not more than \$25,000.

(2) Procedures

The conservation district shall prepare and maintain a register of prospective contractors, including their names, addresses, telephone numbers, available construction equipment, and the types of construction in which they have expertise. Inclusion on the register will be available to any interested contractor.

Upon receipt of the plans, specifications, cost estimate, and copy of the CBP-SP3 Attachment 1 from the project designer, the district will forward those materials, a CBP-7 Price Solicitation Summary Sheet, and a sample CBP-8 contract form to the landowner, and review the materials and price solicitation process with him.

The district and landowner share the responsibility for keeping the estimated project cost confidential during the bid solicitation process. The landowner is responsible for obtaining firm bids for which the bidders will be willing to contract. The landowner may use the CBP-18 to secure written bids.

The landowners shall solicit bids from at least three contractors on the conservation district's register or any other contractors of their choice who are willing and capable of performing the work. The bids shall be recorded by the landowner on the CBP-7. At least three bids are required, unless there are less than three contractors willing to provide bids. The landowner must make a reasonable effort to secure the price quotes. If these efforts fail to provide three bids, the landowner must provide documentation of the three contractors who were contacted and a brief explanation in the Comments section on the CBP-7.

The landowner shall submit the CBP-7 (with Section II completed) to the conservation district. The district will review the CBP-7 and approve or reject the price solicitation and contractor selection process by completing Section III of the CBP-7. If the district does not concur with the landowner's price solicitation and selection procedure, the procedures will be reviewed with the landowner and he will resume the process at the point of error and follow the process again. Upon concurrence with the submitted CBP-7, the district will prepare a CBP-8 contract, and forward

the completed CBP-7 and the CBP-8 to the landowner who may then execute the contract with the selected contractor.

c. Sealed Bids

(1) Applicability

This method of procurement shall be used when the estimated project cost (CBP-SP3 Attachment 1) exceeds \$25,000.

(2) Procedures

All BMP designs must be approved by the designated agency person having proper engineering training and the responsibility for approving the particular design. No BMP designs shall be put out for bids without proper review and approval by the appropriate person responsible for the suitable type of design, prior to initiating the bidding process.

Upon receipt of the plans, specifications, cost estimate, and copy of the CBP-SP3 Attachment 1 from the project designer, the district shall review the design, the project cost, and the procurement process with the landowner. With the landowner's concurrence to proceed with the project, the district shall issue an invitation for bids at least 30 days before the expected start of construction.

The invitation for bids will include a brief description of the project, the township where it will be built, and a brief explanation of the competitive bidding and contracting process. Small and minority businesses and women's business enterprises will be encouraged to respond to the invitation for bids. The conservation district shall allow at least 21 calendar days between the invitation for bids and the bid opening including a reasonable amount of time between the site showing and bid opening. The invitation for bids will be placed in newspapers with general circulation in the county, inviting prospective contractors to obtain bid packages from the conservation district.

SAMPLE ADVERTISEMENT FOR SEALED BIDS
INVITATION FOR BIDS

The ____ (COUNTY) ____ Conservation District is requesting bids for the construction of ____ (PROJECT) ____ to be funded in part by the Chesapeake Bay Program.

Construction of this project is expected to begin during ____ (MONTH/QUARTER) ____.

The site is located in ____ (TOWNSHIP) ____ Township, ____ (COUNTY) ____ County.

Prospective contractors will receive a bid package consisting of instructions to bidders, a bid sheet, a sample contract form, and project plans and construction specifications.

Small and minority businesses and women's business enterprises are encouraged to respond to this invitation for bids.

Sealed bids will be accepted until the public bid opening at ____ (TIME) ____ on ____ (DATE) ____.

To obtain a bid package contact the ____ (COUNTY) ____ Conservation District at:

(ADDRESS)

(PHONE)

The district shall prepare and have ready, before the date of publication of the invitation for bids, multiple copies of a bid package for each construction project. The bid package will consist of Instructions to Bidders (CBP-17), a Bid Sheet (CBP-18), and project plans and construction specifications. The plans and specifications are intended to include enough detail for the prospective contractors to develop their bid prices. Obviously, the district shall complete the appropriate sections of CBP-17 and CBP-18 before they are included in the bid package. The conservation district will keep a log of prospective bidders who request bid packages. In the event of a modification of the invitation for bids, the district will notify each prospective bidder, who will be required to return a signed affidavit that they received the change notice.

Following distribution of project bid packages to prospective bidders, a site showing will be conducted in accordance with the date and time indicated on the enclosed CBP-17 and CBP-18 forms. The purpose of the site showing is for the project designer to answer questions and draw attention to unusual site or design features and or geology, restricted road access, minimal work space, rights-of way, existing structures and utilities to be avoided, etc. The district representative should explain administrative matters associated with the contract and bidding procedures including the project starting and completion dates, bid opening date and time, the required forms for bidding (CBP-18), the contractor-landowner contract (CBP-8), and contract modification form (CBP-8M), and any special conditions, etc. The site showing provides an opportunity for

interested contractors to discuss the bid package and see the site conditions prior to submitting a bid.

In keeping with a fair and open procurement procedure, all bidders initially will provide their best offer prior to the bid opening. Neither during nor after the bid opening, will contractors be entitled to alter their bids.

The Department of Environmental Protection supports full and open competition; however, each conservation district may set a policy of not accepting alternative designs provided it is prepared to unilaterally defend its position. Alternative designs to that presented in the bid package will be acceptable provided: (1) only one alternative bid can be submitted per project by each contractor, and (2) each submission adheres to the six minimum criteria described below.

Districts are responsible for making potential bidders aware of the minimum criteria for submission of alternative designs. In all cases, any alternate design submitted must:

- (a) meet the requirements of the applicable conservation practice standard(s) and specifications contained in the Pennsylvania **Soil and Water Conservation Technical Guide**,
- (b) be based on a standard detail drawing prepared by others and concurred in by NRCS if the practice is a Waste Storage Structure (313),
- (c) provide adequate information for review and approval by the designer engineer. This includes drawings and notes labeled and dated for the specific site, which contain the dimensions, materials, location, grades, and elevation of all the parts of the facility to be installed to meet the intent of the original design distributed with the bid package. The full set of design drawings is not required with the bid; however, such drawings must be received by the district within ten calendar days of the landowner selecting the alternative bid. The design must be approved by NRCS before a contract is awarded. In the course of preparing the design to meet this requirement after the bid opening, the contractor will not be entitled to alter his bid price,
- (d) include a soils and foundation investigation and analysis, if the alternate design is not at the same location and elevation as the original design distributed with the bid package. Such investigation and analysis will consist of test pits that are logged in the Unified Soils Classification System and interpreted to indicate the type and suitability of the soil(s) at the construction site, and the presence and elevation of bedrock and water if they are encountered. If the bidder does not provide adequate soils and

foundation information, a written waiver of any claims for additional payment for unknown foundation conditions must be made a part of the contract,

- (e) be approved by an individual with the appropriate level of NRCS engineering job approval authority. It is the approving individual's responsibility to assure that the design drawings are adequate for use in construction and preparation of as-built drawings upon completion,
- (f) be submitted in a complete form for engineering approval within ten calendar days from the date the landowner selects the alternate bid.

Failure to meet the design criteria in the designated time allows the landowner and/or district to swiftly reject the alternative bid as being nonresponsive and award the contract to the responsible low bidder.

All bids will be opened by the conservation district at the prearranged time and place designated in the CBP-17 and CBP-18. The conservation district will keep a log of bids, listing the name and address of the bidder, the date and time of receipt of the bid, the amount of the bid, and conformity with the bidding procedures and contract terms. The log shall be retained in the landowner's case file.

The landowner shall determine which bid is the responsible low bid, select the bid he plans to accept, and notify the conservation district. If the landowner does not identify the lowest bid as the responsible low bid, a written explanation must be given to the conservation district. Any and all bids may be rejected for just cause. For example, a bid may be rejected by the landowner, in consultation with the district, if it exceeds the designer's estimate by more than 10%. Bids may also be rejected if the bidder is shown to provide poor workmanship, fails to comply with public policy, lacks integrity, or lacks the financial and technical resources to perform successfully under the terms and conditions of a proposed procurement.

For example, if evidence can be produced on similar projects that a particular contractor has performed poorly (has or tried to use inferior materials, attempted to bypass specifications, habitually exceeded deadlines) that would be justification to reject the bid. Rejecting the low bid without just cause will automatically subject that project to low priority in the district's ranking process. Similarly, if the landowner selects a responsible bid other than the responsible low bid, he must justify his selection and agree to accept cost sharing based on the responsible low bid.

The conservation district, and where necessary the designer, will review the landowner's determination and selection of bids. If the district does not concur with the landowner's selection procedure, the procedures will

be reviewed with the landowner and he will resume the process at the point of error and follow the process again.

If the conservation district determines that there was an impropriety in the bidding process, any or all bids may be rejected. The district will also determine if the bid process must be started over.

If the correct procedure has been followed and the selected bid is in order, the district shall prepare a CBP-8 contract and forward it to the landowner who will sign it with the contractor.

At bid opening, the name of all bidders and their bid amounts become public information. When a contract is executed, any relevant information submitted with the bid becomes public information. Districts may, if done consistently as a matter of policy, release all relevant information at bid opening.

G. Monitoring/Inspections/DEP Review

Monitoring compliance of the implementation and maintenance of individual special projects and nutrient management programs of those farms under non-expired Landowner/Operator-Conservation District Agreements (CBP-SP3) is an important factor in judging the effectiveness of Pennsylvania's CBP.

Monitoring of special projects is a responsibility of the conservation district that should be ongoing throughout the lifespan of the special project/BMP. The initial implementation/installation of a project is documented through the CBP-SP5, Cost Verification Form, during the completion stages of the project. Upon completion and throughout the lifespan of the Landowner/Operator-Conservation District Agreements (CBP-SP3), the landowner could be subject to a formal Field Interview & Compliance Field Inspection Report (CBP-SP9).

It is the responsibility of the conservation district to schedule and coordinate annual field review and compliance field inspections. These inspections must include an appropriate representative from DEP (i.e., CBFR) and should include a representative from the USDA, Natural Resource Conservation Service (NRCS) when necessary due to BMP design and/or job approval authority.

Compliance inspections should be designed to randomly sample at least one landowner, but no more than three, from each special project sponsored by the conservation district. The number of inspections to be completed per special project is as follows:

- 1 - 10 landowner participants; 1 landowner inspected
- 11 - 25 landowner participants; 2 landowners inspected
- 26+ landowner participants; 3 landowners inspected

Farms occurring in the sample that have been inspected within the past four years should be excluded and replaced with farms that have never been inspected or inspected more than four years ago.

If landowners are not fulfilling applicable program requirements, districts can be required to return state funds to the Commonwealth. To facilitate sampling, farms under a non-expired CBP-SP3 Agreement will be subject to compliance inspections once every four years.

All farms under a non-expired Landowner/Operator-Conservation District Agreement (CBP-SP3) in the Bay SPFP are subject to compliance inspections.

The Field Interview & Compliance Field Inspection Report (CBP-SP9) will coincide with the DEP, Field Operations CBFR Contract File Review.

The review of landowner's files should occur prior to going to the farm. The conservation district field notes should be reviewed to determine if any problems might have been recorded concerning the special projects/BMPs. Any concerns should be noted and inspected during the field visit to the operation.

Problems with the project/BMP observed on site should be noted on the CBP-SP9 form. The potential cause of the problem should be determined and an action plan to correct the problem should be created.

Anytime a problem is noted and corrective actions must be taken the landowner/operator should be given at least 30 days, but no more than 60 days, to rectify the problem. The date for a follow-up inspection will be noted on the CBP-SP9 form and verified by the CBFR.

H. Failed Special Projects

The following protocol will be used to investigate and determine the outcome for any failed practices under the SPFP.

1. The State Conservation Engineer will appoint an NRCS professional engineer who was not involved in the design or construction of the project to conduct the investigation.
2. It will be the NRCS engineer's responsibility to gather the pertinent facts needed to determine the reason for the failure and to make a recommendation to the team on funding eligibility. The engineer will have discretion in how he conducts the investigation; however, it is expected that the investigation will be thorough. Some elements that should be included in the investigation:
 - a. A review of the NRCS design file for the project, and, if necessary, a discussion with the design engineer to verify facts.
 - b. A review of the as-built plans for the project.
 - c. A review of the conservation district construction file for the project, and, if necessary, a discussion with the construction inspector to verify facts.
 - d. A review of the Operations & Maintenance manual for the project.
 - e. A discussion with the farmer to hear his concerns/perspective.

- f. Photos/maintenance inspection reports from the district and, if necessary, a discussion with district staff to verify facts.
- g. If necessary, a similar discussion with DEP CBP staff to verify facts.
- h. A site visit, if necessary.
- i. A review of any other reports/data available concerning the BMP.

The recommendation to the team should include:

- a. A presentation of the facts, including hard copies of the pertinent file documents/plans as attachments.
- b. An analysis of the facts that, as specifically as possible, determines the cause of the BMP failure.
- c. A recommendation concerning the project's eligibility for failed practice funds.
- d. An estimate of the cost of the project, if failed practice funds are to be used.
- e. A "lessons learned" section that includes recommendations to prevent future occurrences.

The engineer's report/recommendation will be reviewed and endorsed by the State Conservation Engineer, prior to submission to the team.

SECTION 4 - FORMS

The accompanying forms for instructional purposes are located in the appendices of this manual. Official forms to be used in the implementation of the SPFP are available on line at www.depweb.state.pa.us, Keyword: "Conservation Districts", Link: Chesapeake Bay Program.

Note: This manual's instructions recommend the minimum number of copies for administrative record keeping purposes; districts may prepare multiple copies to meet other program needs, e.g., request for copy by landowner.



Appendix A

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATERSHED MANAGEMENT

CHESAPEAKE BAY SPECIAL PROJECTS FUNDING PROGRAM APPLICATION FORM

Section 1	
Conservation District:	1
Project Title:	2
Project Location (County):	3
Project Leader (Name):	4
Telephone:	5
E-mail:	6
Municipality:	7
Watershed (Name):	8
Hydrologic Unit Code (HUC):	9
Section 2	
1.a. Will this project implement recommendations of an existing watershed plan or related plan? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, explain:	10
1.b. How will this project further the goals of your County Implementation Plan?	11
2. Executive Summary (concise summary of expected accomplishments and use of requested funds)	12
3. Statement of Need (why the project is needed)	13
4. Purpose (goal, intent, or end to be attained)	14
5. Objectives (major work elements to be accomplished, in detail)	15
6. Partners (specify partners and their involvement in the project)	16
7. Timeline (maximum completion time is 2 years, 1 year is preferable)	17

Section 3**OUTPUTS TO BE TRACKED**

Outputs should include any and all applicable items that can be tracked; e.g. acres of land implemented, linear feet of fencing, pounds of N, P, or sediment reductions, etc. Technician activities related to the administering of special projects should be recorded on the Technician Application Form.

Output	Anticipated Total Units as noted; Acres, Feet, Pounds, etc.	Budget
		\$0.00
		\$0.00
18	19	20 \$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTAL BUDGET		\$0.00

SPECIAL PROJECT BUDGET

SPECIAL PROJECT BUDGET CATEGORY	FUNDS REQUESTED
Contract	\$0.00
Construction	\$0.00
Materials	\$0.00
Labor	\$0.00
Supplies/Equipment	21 \$0.00
Other (describe)	\$0.00
	\$0.00
	\$0.00
	\$0.00
TOTAL	\$0.00

Chesapeake Bay Special Projects Funding Program Application Form Instructions

This form is to be submitted by the district to DEP to apply for Special Project funds. The form must be submitted to the DEP regional office by **MARCH 31** for the upcoming fiscal year's projects, or the deadline specified if additional funds were made available at sometime throughout the year.

Distribution: Original and two copies. Original and copy should be sent to DEP Regional Office, Watershed Management Program, prior to the specified deadline date. One copy should be retained for district file.

The following is an explanation of how to complete the Special Projects Application Form.

Section 1:

1. Conservation District:
Fill in name of county.
2. Project Title:
Fill in name of special project.
3. Project Location:
Fill in name of county.
4. Project Leader:
Fill in name of contact person at district that will be managing the project.
5. Telephone:
Fill in direct phone number of Project Leader.
6. E-mail:
Fill in e-mail of Project Leader.
7. Municipality:
If special project will be focused on a municipality, please identify it or fill in countywide.
8. Watershed (Name):
If special project will be focused on a specific watershed or impaired stream, please identify it or fill in the main watershed of the county.
9. Hydrologic Unit Code (HUC):
Fill in the HUC for where the majority of the special project will be focused; multiple codes can be used as necessary. This number should be 10 digits or greater.

Section 2:

Questions 1 - 6 utilize information that a district should be able to take directly out of the CIP or slightly modify from the CIP.

10. (1.a.):
In addition to the district CIP, describe how the special project implements the recommendations of any other watershed plan or action plan that the district or a partner have in place.

11. (1.b.): Describe what aspects of the CIP are met through the implementation of the special project being applied for.
12. (2.) Executive Summary:
Provide a concise summary of the expected accomplishments and use of the requested funds.
13. (3.) Statement of Need:
Describe why the project is needed and/or the specific environmental issue that the project is intended to solve. This answer may be similar to 1.b.
14. (4.) Purpose:
Describe the goal, intent, or end to be attained through the implementation of this special project.
15. (5.) Objectives:
Describe in detail the major work elements to be accomplished in order to reach the aforementioned project goals.
16. (6.) Partners:
Specify any partners (NRCS, watershed groups, etc.) and their involvement in the project.
17. (7.) Timeline:
Provide a timeline for project completion. The maximum completion time of a special project is two years, one year is preferable.

Section 3:

Outputs should include any and all applicable items that can be tracked, e.g. acres of land implemented, linear feet of fencing, pounds of N, P, or sediment reductions, etc. Technician activities related to the administering of special projects should be recorded on the Technician Application Form.

18. Output:
Fill in the items/outputs to be completed and the units in which those items/outputs will be tracked.
19. Anticipated Total Units:
Fill in the number of anticipated items/outputs based on the units that are to be tracked.
20. Budget:
Fill in the anticipated budget required to complete the anticipated items/outputs.
21. Special Project Budget:
Break down the amount of funds requested based on line item categories and total the amount of funds requested in Total line.



Appendix B

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATERSHED MANAGEMENT

**Chesapeake Bay Special Projects Funding Program
Landowner Request Form (CBP-SP1)**

1. Applicant Information			
Landowner:		Operator:	
Farm Name:			
Street Address:		Street Address:	
Telephone Number:		Telephone Number:	
Brief description of Nutrient Problems <u>OR</u> if project is not Agriculture related, please describe project and water quality benefits:			
Farm Acres:		Cropland Acres:	FSA Tract No.
If animal operations, please list annual animal types and numbers:			
Animal Type	Number	Average Weight	Production Days/Year
Does your operation have a Nutrient Management Plan?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, please list date of plan:			
Does your operation have a Conservation Plan?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, please list date of plan:			
2. Applicant Eligibility (Utilize this area to create specific eligibility parameters for the needs of the special project. See Forms Instructions Section of Manual for example. Attach additional pages as necessary.)			
Special Project Title:			
<div style="border: 1px solid black; border-radius: 50%; width: 40px; height: 40px; display: flex; align-items: center; justify-content: center; margin: 10px 0;">1</div>			
<p>I hereby request Chesapeake Bay Special Project assistance for the farm identified above.</p> <p>Signed: _____ Date: _____</p>			

3. Conservation District Use Only	
Date Received: _____ (2)	
Watershed Name: _____ (3)	Watershed Code: _____
Determination of Eligibility: _____ (4)	<input type="checkbox"/> Eligible <input type="checkbox"/> Not Eligible
If not eligible, state reason: _____	
If eligible, amount of funding granted: _____ (5)	
Accepted by (signature): _____ (6)	Date: _____
Name (print): _____	Title: _____

Instructions to Complete Form

Section 1: Applicant Information

Landowner: Print or type name of legal landowner. If land is owned by a partnership or corporation, enter name of President or Vice President and Secretary or Treasurer.

Farm Name: (If any)

Street Address: Enter mailing address of landowner residence or office headquarters. Street, box number, city/town, state, and five or nine digit zip code.

Telephone Number: Enter area code and seven digit number.

Complete the following three fields, ONLY if operator is different than landowner, i.e. rented land OR if address of land where SPFP funds will be utilized is different from Landowner address.

Operator: If different from landowner.

Street Address: If different from landowner Street Address, enter mailing address of operator residence or office head quarters.

Telephone Number: If different from Landowner Telephone Number, enter operator's area code and seven digit number.

Project Description: In your own words, briefly describe any manure, nutrient, or soil management problems on the farm. Include any runoff problems around the barn and erosion problems in crop fields. SPFP Funds are not limited to agricultural practices. Therefore, if project request is not agriculture related, please describe the water quality benefits.

Farm Acres: The total acreage owned by operator. OR If rented land, total acreage applying for.

Cropland Acres: The total acres currently in crop production.

FSA Tract Number: If not known, this number is available from the County USDA Farm Services Agency Office. The conservation district can provide assistance in obtaining this number.

Type of Operation: Please list all that apply.

Annual Animal Numbers:

- a. List types of animals on operation.
- b. List the total animal numbers of each type of animal listed.
- c. List the average weight during the year of production period of each type of animal listed.
- d. List the number of days the animals are located on the farm.

Nutrient Management and Conservation Plans: Indicate if you have either plan and the date of implementation.

Section 2: Applicant Eligibility

Answer questions provided by the district and complete by signing at the end of Section 2.

Chesapeake Bay Special Projects Funding Program Landowner Request Form (CBP-SP1) Instructions

This form is the initial application by the operator/landowner to request financial assistance through the SPFP. The form can also be used as a general information form for persons interested in completing work on their operation or property that may qualify for SPFP funds. Additionally, it serves to document animal numbers at the time of signup, therefore assuring that we do not pay for expansion, to document initial conditions on the farm, and to record district approval of landowner eligibility.

Distribution: Original and copies as necessary for district records.

Original is completed (Sections 1 & 2) by the applicant. The original is forwarded to the assigned technician for review and completion of Section 3 (excluding approval signatures). Upon determination of eligibility by the conservation district staff, the signature portion of Section 3 should be completed after conservation district board approval.

The following is an explanation of the information required on the CBP-SP1 form for Section 2 and Section 3 by the conservation district. Instructions for the applicant to complete Sections 1 and 2 are on page 3 of the CBP-SP1.

Section 2:

1. When this form is being used to obtain general information from persons inquiring about assistance, this section should be completed by the applicant to describe any current problems on the farm.

When this form is being used as an application for specific special projects, the district should devise a set of criteria to determine the eligibility of the applicant. The criteria should also be used to rank all eligible applicants to determine which projects will provide the greatest return in water quality.

EXAMPLE:

Special Project Title: Cover Crop Cost Share
Have you planted cover crops in the past? Y/N
How many acres of cover crops are you applying for? _____
Do you practice any conservation tillage or no-tillage practices? _____
What crop was just harvested from those fields? _____
What is the proximity of these fields to a watercourse? _____
What is the name of the watercourse? _____
Can you plant the cover crop by XX/XX/20XX? _____

The criteria and questions will be created for each special project by each district, allowing the district to meet the needs of their region.

Section 3:

2. Date Received:
Fill in the date that application was submitted, as this may be a determining factor in awarding of funds.

3. **Watershed Name and Watershed Code:**
Fill in the watershed name or code where the project area is located as this may be a determining factor when awarding funds. (The focus of the special project may be watershed specific, particularly agriculture-impaired.)
4. **Determination of Eligibility:**
The eligibility of an applicant will be decided upon by the district. The criteria for determining eligibility will be established in Section 2 of the form. The review process to determine eligibility can be performed by the technician, manager, or a review committee. If an applicant is not eligible, state reason why. It is recommended that a letter be sent to the applicant notifying him/her of his/her ineligibility and reason(s) why.
5. **If eligible, amount of funding granted:**
The conservation district will determine the amount of funds provided to each eligible applicant. Due to the competitive nature of SPFP funds, it is possible that not all eligible applications will receive funding. The amount awarded to each applicant for a special project will be at the discretion of the district based on the amount of funds available, the number of applicants, and the anticipated return in water quality.
6. **Signature:**
When the amount of funds available to each project has been determined, the conservation district board will approve the projects. At which time, the final acceptance signature will complete the document.



Appendix C

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATERSHED MANAGEMENT

**Chesapeake Bay Special Projects Funding Program
Landowner/Operator-Conservation District Agreement (CBP-SP3)**

Landowner: (1)	Operator: (4)
Street Address: (2)	Street Address: (5)
Telephone Number: (3)	Telephone Number: (6)
Project Location: (7)	
Agreement No.: (8)	
This agreement made this (9) day of (9) (month/year) by and between (10) (Operator), (11) (County) Conservation District, hereinafter called the "DISTRICT" provides for the OPERATOR to participate in the Special Projects Funding Program, hereinafter called the "PROGRAM" for the implementation of Best Management Practices, hereinafter called "BMPs" at the Project Location described above.	
<p>The DISTRICT will provide financial assistance to the OPERATOR for implementation of BMPs at the Project Location. For work performed during a given calendar year, the OPERATOR shall be compensated in accordance with CBP-SP3 Attachment 1 for that calendar year. This compensation is based on the BMPs implemented at the Project Location as agreed to by the OPERATOR and DISTRICT and the compensation rate for each BMP, as determined annually by the DISTRICT, listed on CBP-SP3 Attachment 1. The compensation to the OPERATOR shall be paid on a reimbursement basis, based on invoices and verification of proper implementation of BMPs. OPERATOR compensation and reimbursement for implementation of BMPs in all subsequent calendar years will be determined using the same procedure as described above, and a revised CBP-SP3 Attachment 1 will be incorporated into this Agreement for work performed during the calendar year.</p> <p>This Agreement shall begin on the date executed by the parties and shall terminate December 31, (12). (No more than five calendar years beyond the year of execution, e.g. executed on July 1, 2006, terminates on December 31, 2011). This Agreement will be periodically evaluated by both parties.</p>	
<p>I. GENERAL PROVISIONS</p> <ol style="list-style-type: none"> By signing this Agreement, the OPERATOR warrants that he/she is either (a) the sole owner of the Project Location on which the work is to be performed or (b) otherwise in fact authorized by the owner or owners of said premises to let the work be done on said premises, and has secured any necessary permission, easements, or rights-of-way that may be necessary for the completion of the work and documented this with Form CBP-SP3A. Except as otherwise noted, the OPERATOR shall provide and pay for all material, labor, equipment, tools, water, power, and other items necessary to complete the work. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality and all work completed in a workmanlike manner. The OPERATOR shall permit observation of the work by the DISTRICT, its authorized agents, and public authorities who have interest in the successful completion of the work. The OPERATOR will permit the DISTRICT or their authorized representatives, upon the presentation of credentials, to enter the Project Location or premises to inspect and observe PROGRAM activities, associated records, or other conditions of this Agreement. Changes in work or additional work may become necessary due to changed or unforeseen conditions and will be reflected in an equitable adjustment to the project cost based on CBP-SP3 Attachment 1 and performance time to implement the Project. All such change orders shall be in the form of Agreement Modifications (Section III, this form) or as an addendum to this form and prepared by the DISTRICT. The Agreement Modifications shall specify the amount of compensation to be paid to the OPERATOR for such work and when such work shall be performed. All Agreement Modifications ordering changes in work or additional work shall be based on written technical justifications. An Agreement Modification shall become effective upon the written acceptance of the OPERATOR and DISTRICT. All such Agreement Modifications shall become part of this Agreement. 	

7. Payment as determined by CBP-SP3 Attachment 1 for a given calendar year shall be made by the DISTRICT to the OPERATOR within ninety days of OPERATOR verification of project completion.
8. The OPERATOR shall be knowledgeable of and comply with all local, state, and federal environmental, health, and safety laws and regulations that apply to this type of work. When applicable for the completion and maintenance of a Project, the OPERATOR is responsible for obtaining and complying with all necessary permits, performing PA One Call notification for underground utilities, assuring compliance with setbacks from municipal and/or state road right of ways, and other related activities needed for construction and maintenance relating to the environment.
9. The OPERATOR shall agree not to destroy, alter, or modify the practices installed at the Project Location for the lifespan of the practice, nor to undertake any action on land under the OPERATOR'S control which tends to defeat the purpose of this Agreement. The OPERATOR agrees to reimburse the PADEP and/or DISTRICT an amount equal to 100% of the total funds provided, if before the expiration of the practice lifespan installed at the Project Location, (a) destroy, alter, or modify the practice installed, or (b) voluntarily relinquishes control or title to the land on which the installed practice has been established without the new Landowner and/or new OPERATOR of the land agreeing in writing to not disturb, alter, or modify the properly installed practice for the remainder of the life of the practice.
10. The OPERATOR is responsible for all maintenance and repair of the practice at the Project Location.
11. The OPERATOR shall comply with the maintenance requirements and any conditions listed in this Agreement. In the event of massive damage to the Project due to severe flooding or other natural disasters, that have deteriorated the practice because of conditions beyond the control of the OPERATOR, he/she will not be responsible for repair or replacement of the practice, provided the practice is in compliance, implemented and maintained properly. PADEP will use sole discretion to determine if help with replacement or repair will be allowed. If funds are available (e.g., Federal Disaster Aid), the landowner should make application for funds to repair.
12. If the OPERATOR sells or transfers the property containing the Project Location, by Deed, inheritance, foreclosure, or any other means, the OPERATOR shall remain personally liable for repayment in the event of a breach, unless the new owner of the site agrees in writing to undertake the responsibility for compliance with all terms and conditions of this Agreement.
13. The OPERATOR shall hold harmless both the DISTRICT and PADEP from any claims, expenses, damages, suits, or demands resulting from the construction and installation of this Project.
14. If this Agreement is terminated due to the OPERATOR breach of the Agreement, the OPERATOR agrees to reimburse the District and/or PADEP an amount equal to 100% of the total funds provided by the DISTRICT and PADEP.

II. SPECIAL PROJECT CONDITONS (e.g.; *Maintenance Requirements, Landowner needs to provide bills and invoices for materials and labor, etc.*)

13

In witness whereof, the parties have executed this Agreement, the date first written above.

Operator's Signature:

Date:

District Signature:

Date:

Title:

III. ADDITIONAL AGREEMENT MODIFICATIONS:

15

(signatures in this section are only required if there are Additional Agreement Modifications)

Operator Signature:

Date:

District Signature:

Date:

Title:

**Chesapeake Bay Special Projects Funding Program Landowner/Operator-
Conservation District Agreement (CBP-SP3) Instructions**

This form is the contract between a conservation district and the landowner/operator to implement a special project on a given piece of land. Due to the fact that several special projects could be renewed annually and the fact that operators may participate in different special projects from year to year, the contract was established to be valid for a minimum of 1 year and for a maximum of five years.

Distribution: Original and 1 copy. Original to landowner individual case file and one copy to landowner.

The following is an explanation of how to complete the contract form.

1. Landowner:
Print or type name of legal landowner. If land is owned by a partnership or corporation, enter name of President or Vice President and Secretary or Treasurer.
2. Street Address:
Enter mailing address of landowner residence or office headquarters. Street, box number, city/town, state, and five or nine digit zip code.
3. Telephone Number:
Enter area code and seven-digit number.
4. Operator:
If different from landowner.
5. Street Address:
If different from landowner Street Address, enter mailing address of operator residence or office headquarters.
6. Telephone Number:
If different from landowner Telephone Number, enter operator's area code and seven-digit number.
7. Project Location:
Provide address of farm operation where special project will be implemented.
8. Agreement No.:
Provide number of special project grant agreement that will be funding this project.
9. Date:
Fill in the day, month, and year that the agreement is being signed.
10. Operator:
Fill in the name of the Operator with whom this agreement is being made.
11. County:
Fill in the name of the county conservation district that is implementing this special project agreement.

12. Ending Year of Contract:
Fill in the year in which the Operator and district desire this contract to end, up to a maximum of five years.
13. Special Project Conditions:
Any special conditions that the district believes necessary to execute this special project agreement should be included in this section.
14. Signatures:
Operator should sign and date; authorized district representative should sign and date and provide job title.
15. Additional Agreement Modifications:
This section is to be utilized in the event that unforeseen conditions warrant a change in the agreement. Item 6, under GENERAL PROVISIONS of this contract, outlines the need for this section and the information required.

Appendix D



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATERSHED MANAGEMENT

Chesapeake Bay Special Projects Funding Program

CBP-SP3 Attachment 1

1

County Conservation District

BMP Reimbursement Rates List

Calendar Year 20 2

BMP/Special Project	Rate	Measure	Amount Planned	Additional Notes
3	4	5	6	7

**Chesapeake Bay Special Projects Funding Program BMP Reimbursement
Rates List CBP-SP3 Attachment 1 Instructions**

CBP-SP3 Attachment 1 should be distributed to all CBP-SP3 landowner/operator agreement holders at the time of signing and then annually as an update to the CBP-SP3 Agreement. The purpose is to provide a list of the special projects offered by the district, the reimbursement rates for those projects, and the amount anticipated to be implemented by the individual landowner/operator.

Distribution: Copy to each participating CBP-SP3 agreement holder (landowner/operator) annually, and one copy to the individual case file annually.

The following is an explanation of how to complete the form:

1. Fill in County name.
2. Fill in year for which BMPs/Special Projects are being offered.
3. List the BMPs/Special Projects that are being offered by the district.
4. Fill in the corresponding reimbursement rate for each BMP.
5. Fill in the unit by which the BMP is measured.
6. Fill in the amount of BMP that the landowner/operator has agreed to implement.
7. List any additional requirements, specifics, etc. that pertain to the BMP e.g., *Cover crop must be installed by October 1, or Project must be maintained through 20XX.*

Appendix E



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATERSHED MANAGEMENT

**CHESAPEAKE BAY SPECIAL PROJECTS FUNDING PROGRAM
LANDOWNER AND OPERATOR LAND USE AGREEMENT
(CBP-SP3A)**

I, 1, the landowner, acknowledge that 2, the operator, is authorized to use my land for agricultural purposes and to enroll my property with the 3 County Conservation District in the Chesapeake Bay Special Projects Funding Program. This authorization will expire on 4.

I understand that the operator may receive payments or incentives for this work and that all such payments or incentives are the property of said operator and shall be paid directly to said operator.

It is understood by both parties that compliance with the above program will be the sole responsibility of the operator.

Finally, I will permit the Department of Environmental Protection, the Conservation District, or their authorized representatives, upon presentation of credentials, to enter upon my property to inspect and observe that the conditions of the above program are being followed.

5

_____ Operator	_____ Landowner
_____ Date	_____ Date

Witness

Date

**Chesapeake Bay Special Projects Funding Program Landowner and
Operator Land Use Agreement (CBP-SP3A) Instructions**

This form is to be used when an Operator will be implementing a special project on land other than his own. The form establishes that the landowner is aware that the property will be enrolled in the SPFP and that the Operator may receive payments or incentives.

Distribution: Original and two copies. Original to file, one copy to landowner, and one copy to operator.

The following is an explanation of how to complete the form:

1. Landowner's name.
2. Operator's name.
3. County name.
4. Expiration date of agreement.
5. Signatures.

Appendix F



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATERSHED MANAGEMENT

Chesapeake Bay Special Projects Funding Program Cost Verification Form (CBP-SP5)

1. General Information						
Operator/Landowner Name: 1				Document Number: 4		
Street Address: 2				District Contract Number: 5		
				FSA Farm Number: 6		
Telephone Number: 3				Date of BMP Installation: 7		
<input type="checkbox"/> The landowner will do some or all of the work. 8				<input type="checkbox"/> Contractor to do some or all of the work.		
Specify:				Specify:		
2. Units Planned/Installed						
(a) BMP No.	(b) Project Item	(c) Unit of Measure	(d) Planned		(e) Performed (Installed)	(f) Charge Amount
			BMP Units			
			Units	Est. \$		
Columns (a), (b), (c), and (d) are to be completed prior to construction/implementation; (e) and (f) are to be completed after construction/implementation.						
3. Performance Report						
The BMP shown above has been implemented to the extent indicated in Section 2, Column (e), and has been installed to meet project plans and to meet or exceed the standards and specifications as per the Special Project Agreement. (Title Signature must have approving authority, i.e. NRCS, if design approval; Technician when appropriate.)						
Signature:				Date:		
Title:						
Landowner Certification: I hereby certify that the above described items have been completed and the charges are accurate.						
Landowner Signature:				Date:		
(DISTRICT USE ONLY)						
Check to Landowner:				Cost Breakdown:		
Check Number:				Landowner Cost:		
Date Paid:				CBP Cost Share:		
Amount Paid:				Other Cost Share: (if any)		
				Cost of Practice/Project:		

Chesapeake Bay Special Projects Funding Program Cost Verification Form (CBP-SP5) Instructions

This form is used to document the costs for a portion of, or an entire special project. Documentation to accompany the CBP-SP5 should include receipts when applicable.

Distribution: Original with landowner and district signatures, and one electronic copy. Original should be maintained in the district's file, and electronic copy should be submitted with *Chesapeake Bay Program Special Project Certification for Payment* form.

The following is an explanation for completion of this form.

1. Operator/Landowner Name:
Provide the name of the operator and/or landowner. In the case of projects on rented lands, provide the name of the individual who the district has a signed agreement with.
2. Street Address:
Provide address of project location.
3. Telephone Number:
Provide individual's area code and seven-digit number.
4. Document Number:
Provide the Grant Agreement Number as assigned by the Comptroller.
5. District Contract Number:
Provide the reference number that the district uses to track the contract and associated activities.
6. Farm Service Agency (FSA) Farm Number:
Provide FSA Farm Tract Number.
7. Date of BMP Installation:
Provide date project installation was completed.
8. Work Responsibilities:
Check the box or boxes that apply; landowner or contractor performing work. Additionally, specify the responsibilities of each party.
9. Section 2
 - (a) BMP No. - Provide BMP No. If one is not available, list name of practice.
 - (b) Project Item - List specific items purchased to implement the BMP.
 - (c) Unit of Measure - Provide the units the BMP is being measured by as outlined in the grant agreement.
 - (d) Planned - Provide the number of units the Operator planned to implement and the estimated cost.

- (e) Performed (Installed) - Provide the number of units that were actually installed.
- (f) Charge Amount - Provide the amount that is billable based on number of units performed/installed.

10. Section 3

The signature of the authorized representative and the landowner verify all of the indicated facilities or services have been performed and that the costs incurred are accurate.

11. District Use Only:

Check to Landowner - Upon payment the check number, date of check, and amount of check must be recorded.

Cost Breakdown - If project was not 100% funded, the breakdown of cost share incurred by all parties must be recorded.

Appendix G



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATERSHED MANAGEMENT

Email to: Dave Lewis: dalewis@state.pa.us
and
CBP Field Representative

CHESAPEAKE BAY PROGRAM
SPECIAL PROJECT CERTIFICATION FOR PAYMENT

County Conservation District: 1
Address: 2

Document #: 3
Fed. I.D. Number: 4
Quarter Ending Date: 5

Expenditures: 6

SPECIAL PROJECT BUDGET CATEGORY	FUNDS REQUESTED
Contract	\$0.00
Construction	\$0.00
Materials	\$0.00
Labor	\$0.00
Supplies/ Equipment	\$0.00
Other (describe): <input type="text"/>	\$0.00
<input type="text"/>	\$0.00
<input type="text"/>	\$0.00
TOTAL	\$0.00

FOR DEPARTMENT USE ONLY

Approved for Payment

6600300-3533909000-V04905000000-7025805000

<input type="text"/>
<input type="text"/>
<input type="text"/>

<input type="text"/>
<input type="text"/>
<input type="text"/>

Bureau of Watershed Management

Date

[illegible]

Chesapeake Bay Program Special Project Certification for Payment Instructions

This form is to be submitted by the conservation district to DEP for reimbursement of funds used for the implementation of approved special projects. Reimbursement requests can be submitted at any time throughout the year. Although there is no minimum amount required in order to request payment, the amount of funds requested should be relatively substantial. If an invoice is submitted where the amount of funds requested is deemed too small, the conservation district may be asked to resubmit another form at a later date which includes other charges. Additionally, projects need not be 100% complete in order to request reimbursement of funds. Supporting documentation/receipts should be available to CBFR and DEP Central Office upon request.

Distribution: Electronic form and one copy. Send electronic form to CBFR and DEP Central Office and maintain one copy in file. (Be sure CBP-SP5 forms are attached.)

The following is an explanation of the information required on the *Chesapeake Bay Program Special Project Certification for Payment* form.

1. County Conservation District:
Fill in county name.
2. Address:
Provide current mailing address of district.
3. Document #:
Provide the grant number as assigned by the Comptroller.
4. Fed I.D. Number:
Provide the county conservation district federal tax identification number.
5. Quarter Ending Date:
Provide the ending date of the quarter in which the request is being submitted.

The following items should be filled in per budget category as assigned in the scope of work from the grant agreement.

6. Special Projects Budget Category and Funds Requested:
On page 1 of the form, fill in the amount of the funds requested in the Funds Requested column for each budget category in which funds were allocated in the approved contract budget. The budget categories are Contract, Construction, Materials, Labor, Supplies/Equipment, and Other. The amount of funds requested should then be totaled in the Total line. Be sure that funds requested in each budget category do not exceed funds allocated in the approved contract budget.
7. Outputs, Approved Total Units as noted, and Budget:
On page 2 of the form, fill in a description of work performed pertaining to this invoice under the Outputs column and the dollar amount requested in the corresponding Budget column. The Outputs should provide a description of how the funds were used, e.g., 1000 lbs. of seed, 20 hours of labor, 6 yards of concrete, etc. The tracking unit used in the scope of work for the approved contract budget should be used in the Approved Total Units as noted column, i.e., acres, linear feet, seminars, site visits, etc. The amounts in Budget column should then be totaled in the Total line.

NOTE: The Total of the Funds Requested column on page 1 and the Total of the Budget column on page 2 should be identical.

Appendix H



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATERSHED MANAGEMENT

CHESAPEAKE BAY SPECIAL PROJECTS FUNDING PROGRAM FIELD INTERVIEW & COMPLIANCE FIELD INSPECTION REPORT (CBP-SP9)

District Inspector: 1	County: 3
Assisting Personnel: 2	Landowner: 4
_____ DEP	District CBP Contract #: 5
_____ NRCS	DEP Grant #: 6
_____ Other	Inspection Date: 7

A. Farm Site Review and Landowner Interview

8

1. Special Project/BMP Name: aDate Implemented: bDate Invoiced: cField Observations (Level of Compliance, Problems, Solutions, etc.): dLandowner Interview (General feedback on project, see Administrative Manual for specifics): e

2. Special Project/BMP Name:

Date Implemented:

Date Invoiced:

Field Observations (Level of Compliance, Problems, Solutions, etc.):

Landowner Interview (General feedback on project, see Administrative Manual for specifics):

3. Special Project/BMP Name:

Date Implemented:

Date Invoiced:

Field Observations (Level of Compliance, Problems, Solutions, etc.):

Landowner Interview (General feedback on project, see Administrative Manual for specifics):

B. Installed Practices

9

☐ All Special Projects/BMPs are fully operational and properly maintained.

☐ Some Special Projects/BMPs are not fully operational or properly maintained, and the district will:

☐ Report suspected cost share failed practice(s) to the Bureau of Watershed Management, DEP,
and/or

☐ Where problems are judged not to be failed practices, initiate corrective action with the landowner to
institute necessary replacement or maintenance within 30 – 60 days.

Follow-Up Inspection by District scheduled for: _____

CBFR verification of date for follow-up inspection: _____ (Initials)

Chesapeake Bay Special Projects Funding Program Field Interview & Compliance Field Inspection Report (CBP-SP9) Instructions

This form is to be completed by the conservation district during the annual field interview and compliance field inspections with DEP field staff. In addition, the form should be used for follow-up inspections when required.

Distribution: Original and three copies. Make one copy for DEP CBFR, one copy for landowner, send one copy to Central Office, and maintain original in district's file.

The following is an explanation for the completion of this form.

1. District Inspector:
Name of conservation district staff conducting compliance inspection.
2. Assisting Personnel:
List any and all individuals accompanying the district on the field inspection.
3. County:
Name of county that conservation district represents.
4. Landowner:
Print or type name of legal landowner. If land is owned by a partnership or corporation, enter name of President or Vice President and Secretary or Treasurer.
5. District CBP Contract #:
Provide the contract number that the district uses to track project.
6. DEP Grant #:
Provide grant number or Document number as assigned by DEP.
7. Inspection Date:
Date field inspection occurred.
8. Section A: Farm Site Review and Landowner Interview
 - (a) Special Project/BMP Name:
Provide name of project or BMP completed.
 - (b) Date Implemented:
Date project/BMP was implemented.
 - (c) Date Invoiced:
Date DEP was invoiced for project/BMP.
 - (d) Field Observations:
Describe the level of compliance observed at the project site. Is the project/BMP installed and functioning properly? Does project/BMP appear to be maintained? If there are problems with project/BMP; does it appear that problems were created by poor

management, failed practice, weather, etc? What is needed to remedy the problem? Provide solutions to fix any malfunctioning project/BMP.

(e) Landowner Interview:

Inquire to the landowner's experience with the project/BMP. How was the application, planning, and preparation process? How was ease of payment? Has project met the landowner's needs? Provide any recommendations for improvement?

Complete for each special project on a landowner's property that is being inspected.

9. Section B: Installed Practices

Check the appropriate box(es) as meets the situation. If there are compliance problems and corrective action is required, a follow-up inspection should be scheduled for at least 30 days, but no more than 60 days, from the date of initial inspection.

The date should be noted on the blank provided and CBFR should initial to verify the date that the inspection will occur.

A new CBP-SP9 should be used for the follow-up inspection.



Appendix I

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATERSHED MANAGEMENT

Chesapeake Bay Special Projects Funding Program Contract File Review Checklist

District:	Date:			
Landowner:				
Document #:	District CBP Contract #:			
DEP Staff:	NRCS Staff:			
District CBP Staff:	Other:			
General Administrative	Yes	No	Unknown	N/A
Landowner is a district cooperator?				
How is this documented? _____				
Were any/all applicable permits for project obtained by landowner?				
If applicable, list permits: _____				
Comments: _____				
Nutrient Management Plan	Yes	No	Unknown	N/A
1. Is a nutrient management plan required?				
2. Is there a nutrient management plan?				
3. Is a manure management plan required?				
4. Does it meet Act 38 requirements?				
5. When was NMP initially developed or certified? _____				
6. When was NMP last updated? _____				
7. Is the NMP being implemented?				
(If not, what are the problems?) _____				
8. From CBP-SP1, list annual AEUs for each animal group:				
Annual Animal Numbers				
Animal Type	Number	Average Weight	Production Days/Year	
9. Total acres in plan where nutrients can be applied: _____				
10. Is there a manure management plan?				
Comments: _____				

Landowner Files (If there are multiple forms in the file, please use a numeric value to determine completeness, e.g. File contains five CBP-SP1 forms for multiple Special Projects, with reference to Section 3, two forms are fully completed, two are not completed and one form was used for general information and therefore Section 3 is not applicable. Answer the following: 2 Yes, 2 No, 0 Unknown, 1 N/A. When only one form is in file, simply use check marks to complete boxes.)

CBP-SP1

1. How was the form used?	<input type="checkbox"/> Application developed by district for a specific Special Project. <input type="checkbox"/> General Information form by interested party to request assistance.			
	Yes	No	Unknown	N/A
2. Is Section 1 completed?				
3. Is Section 2 completed and signed?				
4. Did district develop questions to determine eligibility?				
5. Is Section 3 completed and signed?				

Comments: _____

CBP-SP3

1. Is the agreement fully completed and signed?				
2. Are there any special conditions or modifications?				
3. If so, how is the district ensuring that these are being met?	_____			
4. What is the termination date of the agreement?	_____			

Comments: _____

CBP-SP3A

1. Is the agreement fully completed and signed?				
2. What is the expiration date of the agreement?	_____			

Comments: _____

CBP-SP5

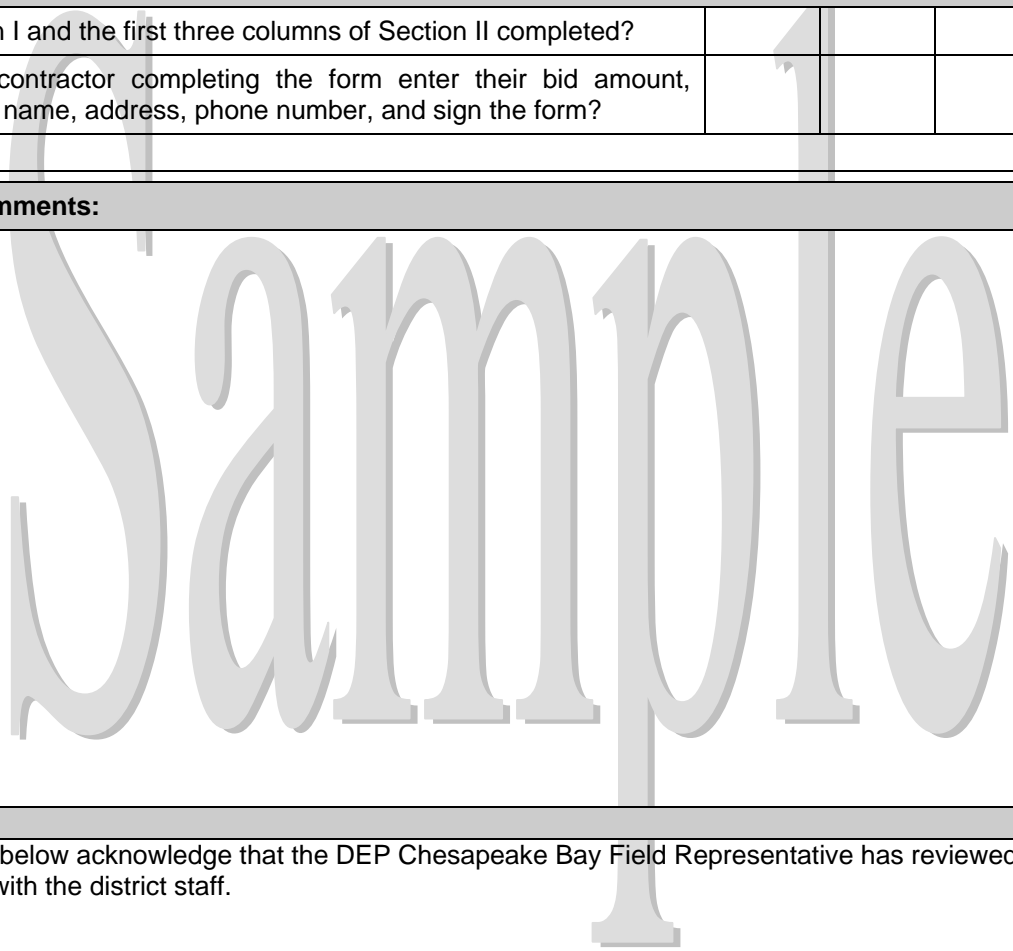
1. Is Section 1 completed?				
2. Is Section 2 completed?				
3. Is Section 3 signed by both district and landowner?				
4. Is District Only section completed?				
5. Was check issued to landowner on or after the date the CBP-SP5 form was signed?				

Comments: _____

CBP-SP9

1. Is all general information provided?				
2. Is Section A completed for all Special Projects/BMPs?				
3. Were any problems noted?				

	Yes	No	Unknown	N/A
4. If so, were solutions provided?				
5. Is Section B completed?				
6. Was a follow-up inspection required?				
7. If so, was date verified by CBFR?				
Procurements – Check One:	<input type="checkbox"/> Simple Purchase	<input type="checkbox"/> Small Purchase	<input type="checkbox"/> Sealed Bid	<input type="checkbox"/> N/A
1. What was the basis/justification for selection of this method? _____				
2. Was the lowest bidder selected as contractor?				
If not, explain: _____				
3. Was contract sum based on lowest responsible bid amount received?				
4. Were any bids rejected?				
If so, explain: _____				
Simple Purchase				
(Complete for procurement procedure used)				
1. Landowner submitted CBP-SP5 and appropriate invoices?				
2. Project costs in excess of the average cost tables or design engineer's estimate are justified and documented, and district has determined in writing if these additional costs are eligible for cost sharing.				
Comments: _____				
Small Purchase (CBP-7)				
1. Are a minimum of three contractors listed?				
2. Is written justification provided if three bids were not obtained?				
3. Is Landowner's Determinations section completed and signed by landowner?				
4. Is Section III completed and signed by district?				
Check one: <input type="checkbox"/> Approve / <input type="checkbox"/> Reject landowner's selection				
Sealed Bids				
1. Did the district conduct advertisement for invitation for bids at least 30 days prior to the beginning of construction? (Copy of ad should be in the file)				
2. Was EEOP statement in the advertisement?				
3. Did the district allow at least 21 days between invitation for bids and bid opening?				
4. Did the district keep a log of bids received?				
5. Date of site showing: _____				
6. Bid opening, date, time, and location: _____				
7. Did the district concur with landowner's bid selection?				

8. Did the bid package contain at a minimum; CBP-17, CBP-18, Sample CBP-8, approved BMP design plans and specifications?				
Comments: _____				
CBP-17				
1. Is the form completely filled out?				
2. Is site showing information provided?				
3. Is bid opening information provided?				
Comments: _____				
CBP-18				
1. Is Section I and the first three columns of Section II completed?				
2. Did the contractor completing the form enter their bid amount, company name, address, phone number, and sign the form?				
Comments: _____				
Additional Comments:				
				
Signatures				
The signatures below acknowledge that the DEP Chesapeake Bay Field Representative has reviewed the results of this file review with the district staff.				
_____ Signature of Conservation District Representative			_____ Date	
_____ Signature of Chesapeake Bay Field Representative			_____ Date	

Chesapeake Bay Special Projects Funding Program Contract File Review Checklist Instructions

This form will be completed by the CBFR as part of the annual field review and compliance field inspections. It is provided in this section for the conservation district to review and be aware of what the CBFR will be evaluating at the time of the field review and compliance inspection.