



**City of Annapolis**  
Office of the Mayor  
160 Duke of Gloucester Street  
Annapolis, MD 21401-2517

Mayor@annapolis.gov • 410-263-7997 • Fax 410-216-9284 • TDD use MD Relay or 711 • [www.annapolis.gov](http://www.annapolis.gov)

### Grant Briefing Document

**From:**

Name Maria T. Broadbent Phone 410-260-2200 x7788

Department Office of Environmental Policy

This grant is  New  Annual/Repeating

**This is a request to:**

- Review, approve, and/or sign a grant agreement/award
- Other BUSINESS ITEM. approve the receipt of the project as an asset for which the City will be responsible for the maintenance

Grant title Chesapeake and Coastal Bays Trust Fund

Grantor Maryland Department of Natural Resources Amount \$ 1,400,000

**Attestation:**

- Match is *not* required.
- Match is required. Match will be met in the form of e.g. cash match, equipment loan, staff salaries, volunteer time, contribution from non-City agency.

Director's signature Maria T. Broadbent Date 8/30/17

Department Office of Environmental Policy

**Routing**

	Initials	Date In	Date Out	Comments
<input type="checkbox"/> Originating Dept Director	<u>MB</u>	<u>8/30/17</u>	<u>8/30/17</u>	
<input type="checkbox"/> Grants Coordinator				
<input type="checkbox"/> Finance Director				
<input type="checkbox"/> City Attorney				
<input type="checkbox"/> City Manager				
<input type="checkbox"/> Mayor				
<input type="checkbox"/> City Clerk				
<input type="checkbox"/> Finance Committee				
<input type="checkbox"/> Finance Dept				
<input type="checkbox"/> Return to Originating Department				



Grant period June, 2016 Amount of request or award \$1,400,000.00

Due dates December, 2018

Provide a short narrative, including program description, purpose of funds and special features, e.g., environmental impact implications, notarization required.

The Hawkins Cove stream restoration project, grading permit #GRD17-0017, subject of this application, is funded by a grant awarded to Spa Creek Conservancy, SCC. The grant award is from the Maryland Department of Natural Resources Chesapeake and Coastal Bays Trust Fund Grant in the amount of \$1,400,000. Of this award, \$1,115,598 is funding the Hawkins Cove stream restoration project, with an additional \$455,457 being leveraged by SCC from other sources. An additional \$263,712 worth of smaller upland projects funded by this grant are not included as part of this grant briefing document. See attachment A.

The Hawkins Cove project will be constructed on property owned by the City of Annapolis and the Annapolis Housing Authority, with a small sliver of land owned by Spa Cove Apartments. T

The Hawkins Cove project will restore 1,671 linear ft of stream channel, by raising the bottom of the stream, installing weirs to create large pools and reconnecting the stream to the floodplain. This work will increase the site's storage capacity and its ability to recharge the groundwater, while slowing down high velocity erosion-causing runoff.

The project will provide reductions of: 3,156 lbs of TN (total nitrogen), 422.4 lbs of TP (total phosphorous) and 84,574.4 lbs of TSS (total suspended solids) 42.29 tons. In addition to these nutrient reductions, the City of Annapolis will receive credit for the treatment of 16.7 acres of impervious surface toward the City's Municipal Separate Storm Sewer, MS4, permit.

SCC is responsible for all performance and compliance monitoring required by the grant application and contract and permits. SCC is responsible for all maintenance, inspections and repairs to the project until such time as that responsibility is accepted by the City. This includes the maintenance requirements as outlined in the grant and as a result of inspections for with permits.

One year following the project passing its final permit inspection, the City will be responsible for its maintenance. The maintenance requirements outlined in the grant are as follows:

Approximately 4 times a year: routine maintenance of vegetation including weeding and pruning, trash removal. As needed: -Add reinforcement planting to maintain desired the vegetation density  
-Remove any dead or diseased plants, -Stabilize the contributing drainage area to prevent erosion  
Annually: -Conduct a maintenance inspection, -Check structural stability of weirs, riffles, pools; check for desired water level in pools, -Prune trees and shrubs, -Remove invasive plants using recommended control methods, -Remove sediment in pre-treatment cells and inflow points.

Once every 2 to 3 years: Remove sediment in pools if necessary. If needed, repair any structural damage to weirs, riffles, pools, or tie-in to downstream.

The City's cost of maintenance for the first four years of the City's responsibility are 1) \$3,320, 2) \$4,330, 3) \$3,320 and 4) \$3,080 for a total of \$14,050.

Outreach will be done to all residents immediately adjacent and in proximity to the project. An information meeting will be held 10/5 at 6 pm at the Eastport Fire Station.





Larry Hogan, Governor  
Boyd Rutherford, Lt. Governor  
Mark Belton, Secretary  
Joanne Throwe, Deputy Secretary

June 16, 2016

Amy Clements  
P.O. Box 2199  
Annapolis, Maryland 21404

Dear Amy,

The Maryland Department of Natural Resources (DNR), on the behalf of the Bay Cabinet, is pleased to inform you that the following project(s) you proposed through the Chesapeake & Atlantic Coastal Bays Trust Fund (Trust Fund) Cost-Effective Non-Point Source Pollution Reduction Grants solicitation has been included in the State Fiscal Year 2017 Trust Fund budget, subject to funding availability:

\$1,400,000 for Hawkins Cove Streambed Shoreline Restoration

The intent of this solicitation was to select the most cost-effective and efficient non-point source pollution reduction projects in support of achieving the 2014 Chesapeake Bay Watershed Agreement goals and making progress towards the Chesapeake Bay TMDL. We received 43 proposals seeking \$71.7 M in funding in response to this year's solicitation, and your organization is one of 21 whose proposed projects have been included in the Fiscal Year 2017 budget. We congratulate you and are looking forward to the opportunity to work with you on the project(s) identified above.

Two enclosures have been provided with this letter for your immediate review. Please read both documents before deciding whether to accept this funding offer.

1. Grant Agreement – If these grant funds are available and accepted by Spa Creek Conservancy, Inc., the grant will be awarded on the terms and conditions set forth in this grant agreement.
2. Grantee Introductory Packet (Packet) – This packet fully explains how Trust Fund grants are administered, from grant development through final reporting.

Please also review the major procedures, milestones, and obligations that would apply to your grant, as described below:

1. This funding offer was awarded for the costs associated with the project(s) identified above. These funds shall be used to implement the project(s) as described in your proposal, the details of which will be transferred into your grant's scope of work, and may not be transferred or re-assigned to other projects. **Final budget items are subject to approval by the Issuing Officer and must comply with funding legislation and allowable costs. Some proposed budget items may not be approved in the award budget.**
2. This project(s) was selected for funding based on several metrics, including the type and location of the practice(s) to be implemented, nutrient and sediment reductions to be achieved, cost effectiveness, and

Tawes State Office Building – 580 Taylor Avenue – Annapolis, Maryland 21401  
410-260-8DNR or toll free in Maryland 877-620-8DNR – [dnr.maryland.gov](http://dnr.maryland.gov) – TTY Users Call via the Maryland Relay

readiness to proceed. Substantial changes to the project(s) that would change these metrics will not be permitted during the grant development process. If substantial changes are required, DNR reserves the right to revise or revoke this funding offer.


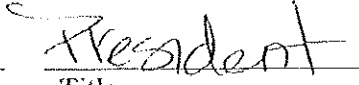
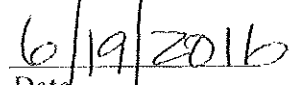

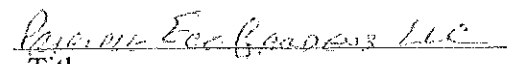
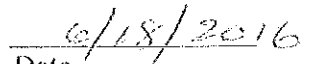
3. No work may begin under the grant agreement until the grant has been fully executed. Once you have submitted notice that you would like to accept this funding offer you will be assigned a DNR Project Manager, who will provide you instructions for developing your grant. This process is also described in Section 1 of the Packet.
4. The project(s) must adhere to the timeline included in the grant's scope of work. Significant deviations from the schedule must be discussed with your assigned DNR grant manager. If the project(s) does not adhere to the schedule, DNR may choose to reprogram these funds to other projects that are ready to proceed.
5. Unless otherwise authorized by DNR, all payments under this grant will be made on a reimbursable basis upon submission of proper backup documentation, descriptions of which are included in Section 3 of the Packet. Reimbursement requests are processed quarterly. Ten percent of the award will not be reimbursed until the final report, showing proof of satisfactory project completion, has been accepted by DNR.
6. Progress reports must be submitted on a quarterly basis and are a prerequisite for reimbursement processing. Progress reports must be written using the Trust Fund template and provide a thorough overview of the project(s) status. Incomplete or poorly written reports will be returned to you for revision, and reimbursement requests will not be processed until the revised report is re-submitted and accepted. A final report and "success story" must be submitted on the final day of the grant term. Reporting instructions and templates are included in the Packet's Section 2 and Appendices.
7. All quarterly reports must be submitted through the Chesapeake & Coastal Service's Grants Online website (<http://www.mesgis.com/GrantsOnLine>), using the same username and password as you used for proposal submission. Invoices cannot be uploaded into this system and must be mailed to DNR.
8. Any changes to the grant agreement or scope of work that you request during the grant term must first be discussed with your assigned DNR Project Manager, who will provide you a Modification Request Form if appropriate. Any requested changes will be reviewed in terms of their impact on the metrics used to evaluate the project(s) when it was proposed (such as the type and location of the practice to be implemented, nutrient and sediment reductions to be achieved, cost effectiveness, and readiness to proceed). Substantial changes to the project(s) that would change these metrics will not be permitted.
9. You must secure sufficient funds to cover all project costs not financed by the Trust Fund. If you are unable to obtain the necessary funds you must immediately notify DNR that the project is unable to proceed.
10. In promotion of projects funded through the Trust Fund, you shall acknowledge the Trust Fund on all signage, publications, videos, and other promotional materials. A State logo shall be present on materials created to promote projects funded through the Trust Fund. The appropriate logo can be obtained from your assigned DNR Project Manager.
11. You shall report the work implemented through this project(s) to the appropriate agency (or agencies) so that the project(s) is counted towards the local Watershed Implementation Plan and Chesapeake Bay TMDL.

Please review this letter and its two enclosures and contact Gabe Cohee (410.260.8753, [gabe.cohee@maryland.gov](mailto:gabe.cohee@maryland.gov)) if you have any questions. In order to accept this funding offer, please return this full letter with your Executive Officer and Project Leader's signatures below. The letter should be mailed to:

Maryland DNR  
Attn: Gabe Cohee

580 Taylor Ave, E-2  
Annapolis, MD 21401

You may provide an electronic copy via the email address provided above, but must also submit a hard copy through the mail. The signed letter must be returned to DNR on or before *July 1, 2016*. If you would like to decline the offer, please inform Gabe Cohee via email by *July 1, 2016*.

 Signature of Executive Officer	 Title	 Date
 Signature of Project Manager	 Title	 Date
Signature of Matthew J. Fleming	Director, Chesapeake & Coastal Service Title	_____ Date

Thank you for your continued partnership.

Sincerely,



Matthew J. Fleming  
Director, Chesapeake & Coastal Service

State of Maryland  
Department of Natural Resources

Chesapeake & Atlantic Coastal Bays 2010 Trust Fund

Grant Agreement

This Grant Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the State of Maryland, Department of Natural Resources, Tawes State Office Building, 580 Taylor Avenue, Annapolis, MD 21401 (hereinafter "Department") and

Spa Creek Conservancy, Inc.  
P.O. Box 2199  
Annapolis, MD 20404

41-2069559  
Federal Tax ID#  
(hereafter "Grantee").

WHEREAS, there is a Chesapeake & Atlantic Coastal Bays 2010 Trust Fund ("Trust Fund"), established with the purpose to provide financial assistance necessary to advance Maryland's progress in meeting the goals established in the Chesapeake Bay Watershed Agreement for the restoration of the Chesapeake Bay and the Atlantic Coastal Bays and their tributaries by focusing limited financial resources on nonpoint source pollution control projects in all regions of the State of Maryland, as set forth in Annotated Code of Maryland, Natural Resources Article §8-2A-01 et seq.; and

WHEREAS, the Bay Cabinet agencies administer the Trust Fund in accordance with the Trust Fund final work and expenditure plans, including distribution of funds through grants to counties, bicounty agencies, municipalities, forest conservancy district boards, soil conservation districts, academic institutions, and nonprofit organizations that have a demonstrated ability to implement nonpoint source pollution control projects; and

WHEREAS, funding has been appropriated for the Trust Fund by the General Assembly for Fiscal Year 2016, to be disbursed in grants to certain entities, for the purposes set forth in Code, Natural Resources Article § 8-2A-01 et seq.; and

WHEREAS, the Grantee has been selected by the Bay Cabinet to receive such grant assistance from the Trust Fund, and the Grantee has agreed to the provisions contained herein;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and the receipt of a Grant in the amount of One Million, Four Hundred Thousand dollars (\$1,400,000) the parties agree to the following provisions:

1. This Grant Agreement (hereafter "Agreement") shall become effective on 1 July 2016 and shall expire without notice on 30 June 2018. This Agreement may be amended only by a writing signed by both parties.



2. Unless the Grantee is a unit of the Department of Natural Resources, the Grantee acknowledges that it is neither an agent nor an employee of the Department, but is an independent entity.

3. The Grantee shall be responsible for identifying and acquiring all supplies and materials necessary for performance of all work, and for withholding any taxes and social security payments due in relation to this Agreement. The Grantee is responsible for supervision of and the technical accuracy and coordination of all work pursuant to this Agreement as set forth in the attached Scope of Work. The Scope of Work is hereby incorporated into this Agreement and is made an integral part of this Agreement.

4. No work may be initiated under this Agreement until the Grantee has been instructed in writing to proceed by the Department. The Grantee shall prosecute all work continuously and diligently until the termination of this Agreement, and shall not sublet, assign, or transfer this Agreement or any portion thereof without prior written consent of the Department. Unless otherwise specified in writing, the Grantee agrees that all reports, drawings, studies, estimates, maps, and computations prepared by or for it under the terms of the Agreement shall be delivered upon request to, and become the property of, the Department upon termination or completion of the work.

5. (a) Funds paid to the Grantee under this Agreement shall be used only for the purposes set forth in this Agreement and the Scope of Work. The Grantee shall submit billings for the expenses authorized for the work under this Agreement in accordance with the payment schedule set forth in the attached Scope of Work. In the absence of a payment schedule, the Grantee shall submit billings for time periods related to the advance payment requests and proof of payment invoice as project consumes funding. Each billing shall identify the progress made in relation to the schedule, and the amount of payment requested. The Grantee shall submit a final invoice no later than 30 days after the date of expiration of this Agreement set forth in Paragraph 1, above.

(b) The Grantee shall follow cost accounting practices acceptable to the Department. Payments will be made only for the costs authorized under in the Scope of Work. Billings shall be due and payable within 30 days of receipt by the Department. The Grantee agrees that no claims or charges for damages shall be made by it for any delays or hindrances from any cause during the term of this Agreement. Under no circumstances is the Department responsible for payment of any charges due to late payment of invoices.

6. The Grantee shall submit quarterly status/progress reports to the Department at the same time as the billing submissions required under Paragraph 5, above. Each status report shall contain the information required by Code, Natural Resources Article § 8-2A-04 (e) for work performed during that quarter. Payment of the costs identified in the billing submissions is contingent on the Department's satisfaction with the Grantee's progress in the work. At the end of the term of the Agreement, the Grantee shall submit a final report, as described in the Scope of Work.

7. In the performance of its activities with a Grant from the Trust Fund pursuant to this Agreement, the Grantee shall conform to Federal, State, and local laws and regulations and to the specifications contained in the attached Scope of Work. The Grantee shall obtain and maintain all licenses, permits, insurance, and government approvals, if any, necessary to the performance of its obligations under this Agreement. In the case of any

sub-contract or sub-grant, the Grantee agrees to bind the subcontractor and every subcontractor agrees to be bound by all terms of this Agreement, unless the Grantee requests, and the Department agrees in writing, to amend this Agreement to modify or waive one or more provisions. The Department retains the right, by written direction to the Grantee, to at any time make any change in the work within the general scope of the Agreement.

8. The Department shall have the right, during normal business hours, to enter upon and inspect the lands, equipment, records, and property owned or used by the Grantee in connection with this Grant, to determine the Grantee's compliance with the terms and conditions of this Agreement. The Department retains the right to audit and inspect the records of the Grantee pertaining to this Grant for a period of 3 years after the conclusion of the Grant. Should the Department determine that Grant funds have been expended for activities outside the Scope of this Agreement, the Grantee, on demand by the Department, shall reimburse the Department for all such funds.

9. (a) Subject to the obligations and conditions set forth in this Agreement, title to equipment or personal property acquired with funds under this Agreement by the Grantee or a subgrantee will vest upon acquisition in the Grantee or subgrantee respectively. Title to real property will vest in the State. The Grantee and subgrantee shall maintain the equipment, and real and personal property, in good order, and shall employ adequate safeguards to prevent loss, damage, or theft of the property.

(b) For any item of real or personal property, including equipment, acquired with Grant funds which has an original per-unit fair market value of Five Thousand Dollars (\$5,000) or more, the Grantee shall, at its own expense, and for the duration of this Agreement or for 5 years, whichever is less, obtain and maintain insurance. The insurance shall provide full protection for the Grantee and the State against loss, damage, or destruction of or to the property. The Grantee shall, on request, provide the Department with satisfactory evidence of its compliance with this requirement. In case of loss, theft, or damage of the insured property, proceeds of insurance required by this paragraph shall be applied towards replacement of the property or towards the partial or total repayment to the State of the Grant, in the sole discretion of the Department.

(c) Equipment shall be used by the Grantee or subgrantee for the project or work for which it was acquired as long as needed, whether or not the project or work continues to be supported by Trust Fund Grant funds.

(d) The Grantee or subgrantee may not use equipment acquired with Trust Fund Grant funds to provide services for a fee to compete with private companies that provide equivalent services, unless specifically allowed by federal or state law.

(e) When no longer needed for the project or work under this Agreement, the equipment may be used in other work or projects currently or previously supported by a State agency. The Grantee or subgrantee may acquire replacement equipment, and may use the original equipment to be replaced as a trade-in to offset the cost of the replacement equipment, subject to the approval of the Department.

10. (a) When no longer needed for the project or work under this Agreement or any other project currently or previously supported by a State agency, personal property and equipment, including replacement equipment, acquired under this Grant with a current per-unit fair market value of less than five thousand dollars (\$5,000.00) may be retained, sold, or otherwise disposed of by the Grantee.

(b) When no longer needed for the project or work under this Agreement or any other project currently or previously supported by a State agency, equipment, including replacement equipment, acquired under this Grant with a current per-unit fair market value of five thousand dollars (\$5,000.00) or more may be retained or sold, and any proceeds from a disposition shall be applied to repay to the State a percentage of the portion of the Grant allocable to the property disposed of, unless the Grantee and the Department agree to other terms and conditions. The percentage shall be equal to the percentage of the unadjusted bases of the property that would remain if the property had been recover property placed in service after 1986 and if all allowable deductions had been taken up to the time of disposition under the Accelerated Cost Recovery System (ARCS) specified in the 26 U.S.C. § 168.

11. This Agreement shall be governed by the laws of the State of Maryland, and the parties hereby expressly agree that the courts of the State of Maryland shall have exclusive jurisdiction to decide any questions arising hereunder.

12. The Grantee agrees that it will not discriminate in any matter against an employee or applicant for employment because of sex, race, age, color, religion, creed, marital status, ancestry, national origin, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; and Grantee agrees to include a provision similar to that contained herein in any subcontract except a subcontract for standard commercial supplies or raw materials; and to post and cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this paragraph.

13. The Grantee hereby represents and warrants that it and any subcontractor it hires is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified.

14. To the fullest extent permitted under applicable law, the Grantee shall indemnify and save harmless the State and the Department from and against all actions, liability, claims, suits, damages, cost or expenses of any kind which may be brought or made against the State or the Department arising out of or as a result of this Agreement. To the fullest extent permitted by law, the Grantee is responsible for all damage to life and property due to its activities, or those of its agents, employees, sub-grantees, or sub-contractors, arising out of or in connection with its performance under this Agreement until all services under this Agreement are declared accepted by the Department.

15. This agreement may be terminated in writing by either party upon thirty (30) days written notice to the other party. Service of any notice required under this Agreement shall be complete upon mailing of such notice, postage prepaid, to the appropriate representative of the party at the address listed in the Agreement.

16. Any disputes between the Department and the Grantee related to this Agreement shall be presented in writing by the party asserting the dispute, to the other party. The written statement shall set forth the nature and, if applicable, the monetary value of the dispute, and the facts on which the dispute is based. The parties agree that they will work diligently and in good faith to resolve any dispute, and that, pending the resolution of the dispute, the Grantee will proceed with the work under this Agreement.

17. The Department may instruct the Grantee to terminate the performance of work under this Agreement in whole, or from time to time in part, whenever the Department determines that such termination is in the best interest of the Department. The Department will pay all reasonable costs associated with the Grantee's work under this Agreement, which the Grantee has incurred and has documented, up to the date of termination.

18. If the Grantee fails to fulfill its obligations under this Agreement, or otherwise violates any provision of the Agreement, the Department may terminate the Agreement for default by issuing written notice to the Grantee. The notice shall specify the acts or omissions cited as cause for termination. All finished or unfinished work accomplished by the Grantee shall, at the Department's option, become the Department's property. The Department shall pay the Grantee fair and equitable compensation for any satisfactory work prior to the issuance of the notice of termination, less the amount of any set-off or damage caused by the Grantee's breach of its obligations. The Grantee is liable after termination, and the Department retains the right to collect, any and all monies owed to the Department under this Grant.

19. This agreement embodies that whole agreement of the parties. There are no promises, conditions, or obligations referring to the subject matter, other than those contained herein or incorporated by reference.

20. The parties agree that the following named individuals are considered to be essential to the work being performed under this Agreement, and that they are designated as Key Personnel who shall be made available to the fullest extent required to carry out the work under this Agreement:

GRANTEE CONTACTS:

Primary

Amy Clements, President, Spa Creek Conservancy, Inc.  
410-279-5554, clementsae@aol.com

Secondary

Mel Wilkins, EcoGardens llc,  
Program Manager  
410-271-5546, mel82nd@comcast.net

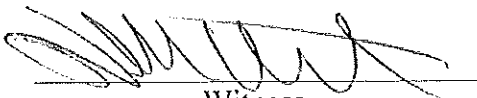
Should any of these individuals become unavailable during the term of this Agreement, the Grantee shall assign personnel of equivalent capability to the work. Prior written approval of the Department is required for any substitution of key personnel, which approval may be denied at the Department's sole discretion. If the Grantee is unable to provide substitute personnel acceptable to the Department, the Department may, at its option, terminate this Agreement, or require an equitable adjustment in the Grant to account for the loss of key personnel.

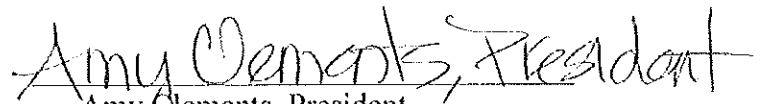
21. The parties designate the following named individuals as Agreement Representatives for the purpose of any notices required under this Agreement. The parties agree that each will promptly notify the other, in case of substitution of an Agreement Representative, or change in the Representative's contact information.

**DNR CONTACT, Department Contact**  
Christopher Becraft  
410-260-8734  
christopher.becraft@maryland.gov  
**Department Representative**

**GRANTEE CONTACT**  
Amy Clements, President,  
Spa Creek Conservancy, Inc.  
410-279-5554  
clementsac@aol.com  
**Grantee Representative**

IN WITNESS THEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Amy Clements, President,  
Spa Creek Conservancy, Inc.

STATE OF MARYLAND  
DEPARTMENT OF NATURAL  
RESOURCES

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Matthew J. Fleming, Unit Director  
Chesapeake & Coastal Service

THIS CHESAPEAKE AND ATLANTIC COASTAL BAYS 2010 TRUST FUND GRANT AGREEMENT FORM HAS BEEN APPROVED FOR FORM AND LEGAL SUFFICIENCY BY THE OFFICE OF THE ATTORNEY GENERAL FOR THE DEPARTMENT OF NATURAL RESOURCES. ANY ADDITION OR MODIFICATIONS TO, OR DELETIONS FROM, THIS FORM MUST BE APPROVED BY THE ATTORNEY GENERAL'S OFFICE BEFORE SIGNATURE OR PERFORMANCE OF ANY WORK.

Marianne E. Dise  
Assistant Attorney General  
Office of the Attorney General  
Department of Natural Resources

Date: \_\_\_\_\_



Attachment A  
**SCOPE OF WORK**

Project Title:	Hawkins Cove Streambed Restoration		
Budget:	State (Trust Fund):	\$	1,400,000.00
	<u>Leveraged Funds:</u>	\$	<u>455,457.00</u>
	Total:	\$	1,855,457.00
Funding Period:	1 March 2017 – 31 December 2018		
Funding Recipient:	Spa Creek Conservancy		

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### 1. Abstract

This Spa Creek Conservancy (SCC) grant is for a critical part on a multidimensional program to salvage an entire small-watershed (10 to 40 ha) that has destroyed a once viable water body – Hawkins Cove. This grant will be used to restore the heavily silting stormwater sourced eroding ravine – streambed – flood plain. Upland sourcing will also be dealt with by installing stormwater best management practices (SWBMP) to reduce the polluted runoff. The project is in direct support of the City of Annapolis WIP and NPDES MS4 obligations for TMDL reductions.

### 2. Background

Hawkins Cove Streambed Restoration project received full funding for design through the Watershed Assistance Grant Program in SFY 16. This grant will be used for implementation of the design to restore the heavily silting stormwater sourced eroding ravine, streambed, and flood plain. In addition to the in-stream restoration, a series of upland BMPs will be implemented to improve local water quality and better manage water quantity. Both the stream restoration and upland stormwater BMPs will be implemented with minimally invasive construction practices to help maintain a robust forested buffer.

### 3. Objectives, Responsibilities, and Deliverables

3a. The overall program is focused on four major components.

- Restore the heavily eroded multiple piped outfalls sourcing the stream channel ravine that contributes tons of damaging sediment and pollutants to the cove. The degraded channel includes two exposed undermined waste water pipelines.
- Identify and retrofit upland stormwater runoff sources to reduce the volume and mitigate the nutrient pollutants and sediment deposition to meet Total Maximum Daily Load (TMDL) WIP goals. The Center for Watershed Protection (CWP) recently completed a watershed assessment and has identified upland restoration opportunities. A \$274,506 National Fish and Wildlife Foundation grant has been completed, providing nine upland Stormwater BMP installations.
- Engage the two Housing Authority of City of Annapolis (HACA) public housing and surrounding mini-watershed communities in educational programs and events, and

eventually restore recreational access to the cove. For example, rebuild sediment destroyed fishing pier and provide kayak/canoe access.

- Non-point Source Pollution Reduction and Restoration Goals. The extract from the basic studies shows the mainstem considerations. More details, including the tributary to the mainstem are attached. Hawkins Cove was identified in our 2006 Spa Creek Master Restoration Plan, developed by the CWP as a high priority for SCC restoration. In fact, the two public housing areas and headquarters of the Housing Authority City of Annapolis (HACA), received a maximum score of 100, one of only two such sites. Hawkins Cove is located in the high priority "red zone" for restoration. The funding is being directed at meeting and exceeding the relevant 2-Year Milestones associated with the project watershed. The project will specifically address the COA Phase II Watershed Implementation Plan (WIP) and related Anne Arundel County and Chesapeake Bay Program WIP goals for the Severn River watershed. Implementation will also support NPEDS and MS4 objectives. Letters of Support have been received from both parties.

3b. The City of Annapolis will be claiming the generated reduction credits.

#### 4. Performance & Compliance Monitoring Strategy

Multi-part Approach: Spa Creek Conservancy partners will use a four-pronged approach to monitoring and evaluating the success of its initiative:

- a. Headwaters Assessments - Before-and-after evaluations on BMPs targeting load reductions using a mass balance approach to sediments and nutrients (TN, TP, various forms of N and P, TSS) and ecological response (habitat suitability index scores, and benthic macroinvertebrate scores). Chesapeake Biological Laboratory (UMCBL) and Ecosystems Solutions, Inc. (ESI).
- b. Tidal Assessments - Before-and-after evaluations on BMPs targeting load reductions using biological and physical monitoring parameters to assess a general ecological response tied to Chesapeake Bay Program and BayStat indicators (Secchi measurements, enterococci bacteria in swimming areas, dissolved oxygen (DO), habitat suitability index scores, benthic macroinvertebrate scores, oyster, fish and crab abundance). Spa Creek Conservancy partners and Anne Arundel Community College.

Integrated Assessment - A Science Advisors Team will report on an annual interdisciplinary assessment. The results will be used for ongoing oversight, refinement of success indicators, and predictive analysis (e.g. model calibration).

#### 5. Maintenance & Inspection Plan

The proposed project site is already protected under a long term conservation easement, and the requirement for a long term protection for the proposed project improvements is already part of this agreement. The project is being considered as a 50 year program with sustaining annual maintenance. The City of Annapolis will be responsible for long-term maintenance.

Maintenance Tasks Frequency Upon establishment

- For the first 6 months following construction, the practice and drainage area should be inspected at least twice after storm events that exceed ½ inch of rainfall.



- Check for erosion or “end-cutting” of weirs and riffle structures.
- Check for stable water levels in pools.
- Conduct any needed repairs or stabilization.
- Inspectors should look for bare or eroding areas in the contributing drainage area or around the RSC channel, and make sure they are immediately stabilized with grass cover.
- One-time, spot fertilization may be needed for initial plantings.
- Watering is needed once a week during the first 2 months, and then as needed during first growing season (April-October), depending on rainfall.
- Remove and replace dead plants. Up to 10% of the plant stock may die off in the first year, so construction contracts should include a care and replacement warranty to ensure that vegetation is properly established and survives during the first growing season following construction.

Approximately 4 times a year

- Routine maintenance of vegetation: weeding, pruning, etc.
- Trash removal

As Needed

- Add reinforcement planting to maintain desired the vegetation density
- Remove any dead or diseased plants
- Stabilize the contributing drainage area to prevent erosion

Annually

- Conduct a maintenance inspection
- Check structural stability of weirs, riffles, pools; check for desired water level in pools
- Prune trees and shrubs
- Remove invasive plants using recommended control methods
- Remove sediment in pre-treatment cells and inflow points

Once every 2 to 3 years

- Remove sediment in pools if necessary

If needed, Repair any structural damage to weirs, riffles, pools, or tie-in to downstream.

6. Project List

Project Title	Description	Location (lat/long) Decimal degrees	2012 Leg district	8-digit watershed	Status (Design/Planning, Permit, Construction)	Estimated Cost	*Est. Reducti ons	Deliverables (linear feet stream, acres wetland, treated impervious, etc.)
Hawkins Cove Stream Channel Restoration	Regenerative SWBMP	38.9656 -76.4945	30A	02131002	Designed, Permitting underway	TF: \$ 1,115,598.00 Leveraged: \$455,457.00 Total: \$1,571,055.00	77.01 lbs. N 9.58 P lbs. 2.5 tons Sed/TS S	@ 2,000 linear feet of streambed – channel restoration
Hawkins Cove Stream Channel Restoration	Upland source BMP (biocells, infiltration trenches, etc., Community engagement	38.9656 -76.4945	30A	02131002	Conceptual Design, Planning, permitting	TF: \$263,712.00 Leverage: \$0.00 Total: \$263,712.00	30.68 lbs. TN 3.53 lbs. TP lbs. 1,347 lbs. Sed/TS S	7 Upland source stormwater BMPs

\* MD DNR has developed an online calculator to help estimate nutrient and sediment load reductions. For instructions and information, visit <https://youtu.be/xqORtJAqy2c>.

**7. Timeline** (include design, permitting, construction)

Project	2017												2018											
	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12		
Permits (MDE Non-tidal, MDE Tal, USCOE, City of Annapolis grading, SCD Approval)	█	█	█	█	█	█	█	█	█															
Construction Upland BMPs										█	█	█	█	█	█	█								
Construction Stream restoration										█	█	█	█	█	█	█	█							
Post Construction Monitoring & Adaptive Management																	█	█	█	█	█	█		

**Reporting/Documentation Requirements:**

Quarterly reports will be required to assure projects are on task to meet milestone target dates. Recipients will be asked to briefly report on project status, budgets, and identification of problems or other concerns. Reports will be due to Chris Becraft (Christopher.becraft@maryland.gov) and/or an appointed designee in line with the following schedule:

<u>Time Frame</u>	<u>Due Date</u>
March 1, 2017 – March 31, 2017	April 15, 2017
April 1, 2017 – June 30, 2017	July 15, 2017
July 1, 2017 – September 30, 2017	October 15, 2017
October 1, 2017 – December 31, 2017	January 15, 2018
January 1, 2018 – March 31, 2018	April 15, 2018
April 1, 2018 – June 30, 2018	July 15, 2018
July 1, 2018 – September 30, 2018	October 15, 2018
October 1, 2018 – December 31, 2018	December 31, 2018 (FINAL)

Invoices with appropriate back-up documentation shall be submitted for the same time frames noted above unless prepaid expenses are approved.

**Prepaid Expenses**

Prepayment of expenses will be considered based on documentation of immediate need by the Grantee. All requests must be accompanied by a detailed list of proposed expenditures and shall include original correspondence from contractors to document requested prepayment. If provision of prepaid expenses is approved, receipts and back-up documentation must be submitted on a calendar-month basis. With exception of the final report and final invoice, calendar-month reports and prepayment back-up documentation is due by the 15<sup>th</sup> of the following month. (e.g., March 1, 2015-March 31, 2015 information is due April 15, 2015.) The Grantee will certify in the monthly report what work has been completed in relation to the approved scope of work. If contractor

invoices do not include a term of work, the Grantee will certify the term of work. The Grantee will provide proof of payment to include date paid and check number (or voucher number).

Documentation and all proof of payment for the prepaid expenses must be submitted prior to submitting any further requests for prepayment or reimbursement. Failure to provide adequate back-up documentation for a prepayment will result in delays/reductions to future reimbursements.

A **final report** will be required at the end of the project period to provide a detailed summary of the outcomes/results, lessons learned, impact of the funding and next steps. This report should cover activities conducted over the entire project period and should be suitable for printing and sharing through media outlets (i.e. success story). **Photo documentation is required.**

The funding recipient shall not incur costs or obligate funds for any purpose pertaining to the operation of the project beyond the end date stipulated in the grant. The final invoice with appropriate back-up documentation shall be submitted to the Chesapeake and Coastal Service no later than **thirty days** after the end date of the grant.

**BUDGET**  
**(1 March 2017 through 31 December 2018)**

After Grantee has been paid an amount equal to ninety percent (90%) of the funds initially allocated and approved for this grant, the Department of Natural Resources may withhold from payment an amount of not more than ten percent (10%) of the total grant amount, until satisfactory completion and submission by Grantee of all tasks described under this agreement.

Category	State	Documented Match	Total
Personnel	\$0.00	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00	\$0.00
Travel approx. @ \$0.56/mi.	\$0.00	\$0.00	\$0.00
Field Supplies	\$0.00	\$0.00	\$0.00
Supplies - Office Supplies	\$0.00	\$0.00	\$0.00
Contractual	\$1,379,310.00 <sup>1</sup>	\$0.00	\$1,379,310.00
Other	\$0.00	\$0.00	\$0.00
Administration (1.5%)	\$20,690.00	\$0.00	\$20,690.00
<b>Total</b>	<b>\$1,400,000.00</b>	<b>\$0.00</b>	<b>\$1,400,000.00</b>

<sup>1</sup>Contractual:

Project	Total	Sub-Totals
<b>Stream Channel Restoration Total:</b>	<b>\$1,115,598.00</b>	
<b>Approved Permit</b> <ul style="list-style-type: none"> <li>▪ All required permits in hand</li> <li>▪ Permit compliance</li> </ul>		\$50,080.00
<b>Final Design</b> <ul style="list-style-type: none"> <li>▪ Final construction ready plan set</li> <li>▪ Final cost estimates</li> <li>▪ Pre-construction/during construction walk throughs with contractor</li> </ul>		\$22,657.00
<b>Construction Labor &amp; Material</b> <ul style="list-style-type: none"> <li>▪ Billed labor hours</li> <li>▪ Machine costs</li> <li>▪ Construction material</li> <li>▪ Plant material/plantings</li> </ul>		\$988,439.60
<b>Project Management</b> <ul style="list-style-type: none"> <li>▪ Community/city direct support</li> <li>▪ Construction oversight</li> <li>▪ ROE/Easement coordination</li> </ul>		\$54,421.40
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<b>Upland/Culvert/Outfall BMP Total</b>	<b>\$263,712.00</b>	
<b>Construction Labor</b> <ul style="list-style-type: none"> <li>▪ Billed labor hours</li> <li>▪ Machine costs</li> </ul>		\$135,187.00
<b>Material Estimate</b> <ul style="list-style-type: none"> <li>▪ Sand/woodchips</li> <li>▪ Geotextiles</li> <li>▪ S&amp;E controls</li> <li>▪ Plant material/plantings</li> </ul>		\$95,100.00
<b>Project Management</b> <ul style="list-style-type: none"> <li>▪ Community/city direct support</li> <li>▪ Construction oversight</li> <li>▪ ROE/Easement coordination</li> </ul>		\$33,425.00

**Leveraged Funds:**

The Spa Creek Conservancy will be providing \$455,457.00 in leveraged funds to the project. The leveraged funding will provide the final design and all required permits. These leveraged funds demonstrate local commitment to the project and will be a component of the Final Report; however, these funds will not be documented through invoices.

*Spa Creek Conservancy's procurement guidelines and procedures will be followed.*

**Signage, Publications, Videos and Acknowledgment of Grant Funding**

In promotion of projects funded through the Chesapeake & Atlantic Coastal Bays Trust Fund (Trust Fund), grant recipients will acknowledge the Trust Fund on all signage, publications, videos, and other promotional materials. A State logo shall be present on materials created to promote projects funded through the Trust Fund. The appropriate logo can be obtained through the DNR Project Manager – Chris Becraft (410 375 0113 or Christopher.becraft@maryland.gov).

Sample language for signage and other promotional materials: “This project was funded completely or in part by the Maryland’s Chesapeake & Atlantic Coastal Bays Trust Fund. For more information, visit <http://dnr.maryland.gov/trustfund>.”

### **Guidelines for Proper Invoicing**

Grantees shall submit, generally on a quarterly basis, all invoices and match (if applicable) to the Chesapeake and Coastal Service. **Time period on each invoice shall coincide with time period on backup documentation.** The format of the invoice shall mimic the format of the budget in this scope of work to the greatest extent possible. Each invoice shall include a summary sheet that breaks down expenditures by budget category. The summary sheet should include a salary and fringe breakdown to include grade/step, position, and number of hours worked multiplied by the appropriate hourly pay rate. Also, include all necessary backup documentation that will serve as verification for all expenditures listed on the summary sheet. The grant tracking number will be noted on all invoices. Examples of acceptable documentation for expenditures are listed below.

Appeals for advancement of funds, for the purpose of mobilizing implementation of the project components, will be considered on a project by project basis when need is determined by the Department. All requests must be accompanied by a detailed list of proposed expenditures as well as documented need by contractor to have funding “upfront”. If provision of upfront funds is approved, receipts for all purchases are required within 60 days of purchase. Failure to provide adequate back-up documentation for funding advancement will result in delays/reductions to future reimbursement requests. Examples of acceptable back-up documentation include but are not limited to the following:

<u>Category</u>	<u>Backup Documentation Needed</u>
Salaries	Copies of signed time sheets with project hours noted with <b>proof of payment</b> .
Communication (telephone bills, postage)	Copies of phone bills. Documentation for postage should include copies of receipts.
Travel	Copies of validated bills, invoices and receipts that are related to your travel must be provided along with proof of payment.

Supplies/Equipment	<p>Copies of canceled checks or check numbers, receiving reports showing that merchandise was received, cash register receipts, or FS18 signed by a Fiscal Officer.</p> <p>For corporate card purchases, each cardholder shall provide the standard DNR "Activity Log," bank memo statement and receipts for recording each transaction (purchase and/or credit) made with each corporate purchasing card which must include the following: <i>transaction date, merchant name, description of item purchased (including quantity), account (PCA code) to be charged if different from that assigned to the card, and amount of purchase.</i></p>
Contractual Services	<p>Copies of bills or invoices <u>with</u> receipts or FS18 signed by a Fiscal Officer. Also, copies of cleared checks or copies of check numbers and/or credit card transactions.</p>
Administration	<p>No backup documentation is required for administrative expenses, but should be calculated at 1.5% of direct costs per invoice period.</p>
Match	<p>Match, if applicable, shall be labeled as match and shall be documented in the same format as direct charges. Match shall be paid out at the same general rate as the Grant share. Match information shall be provided with each invoice submission for direct charges.</p>

### **Modifications to the Scope of Work**

The budget, scope of work, or schedule can be modified using the following guidelines and conditions:

1. Project managers may shift up to ten percent (10%) of their total project funds from one existing line-item (e.g. supplies, travel, etc.) to another, as long as it doesn't substantively modify the project's goals, objective, milestones or deliverables.
2. Prior approval from the DNR Agreement Representative is required to:  
(a) Modify the project budget by more than ten percent (10%); OR

- (b) Add a new line-item to the existing budget (e.g., add equipment or subcontractor to the budget); OR
- (c) Provide a no-cost extension; OR
- (d) Change the project's goals, objectives, milestones or deliverables.