



United States Department of Agriculture
Natural Resources Conservation Service
Tolland, Connecticut 06084

CONNECTICUT EMERGENCY RECOVERY PLAN

FOR EMERGENCY WATERSHED PROTECTION PROJECTS

August 2003
Revised February 2013

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For any other information not pertaining to civil rights, please refer to the listing of the [USDA Agencies and Offices](#).

CONNECTICUT EMERGENCY RECOVERY PLAN

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For additional information on this revised Emergency Recovery Plan or the Emergency Watershed Protection program, contact Arthur Ramthun, SCE at (860) 871-4030 or Carol Donzella, Community Planner at (203) 287-8038, Ext. 100.

1. Emergency Watershed Protection Flow Chart and Time Frames

A. Protocols

- Disaster event occurs

1) Working Days 1-4 after the event

- EWP Program Manager/State Conservation Engineer (PM/SCE) contacts NHQ regarding status of EWP funds.
- EWP Eligibility Teams scope damages with potential Sponsors and completes the *Initial Eligibility* worksheet.

(See Appendix A – Examples of Eligible EWP Projects and Appendix C – Initial Eligibility worksheet)

- DC completes and submits via e-mail or facsimile an *Electronic Disaster Report* (EDR) providing preliminary disaster damage assessment including the names of counties involved, date of event, type of disaster, type of damage, and number of sites. (See Appendix D – Sample EDR)
- The EDR is submitted to the PM/SCE within 4 days of the event. *If exigent site, contact the EWP Program Manager/SCE by phone ASAP, and follow Exigency Notes on page 3.*

2) Working Day 5 after the event

- A combined event EDR is sent to NHQ by the EWP Program Manager/SCE.

3) Working Day 5 to 10 after the event

- State Conservationist (STC) issues a declaration of eligibility for counties that have provided a preliminary damage assessment and instruct DCs to continue with Local Sponsors to see if assistance is needed. (See Appendix E – Sample Letters and Agreement)

4) No Later than Calendar Day 60 after the event

- DCs get Sponsor(s) to submit a letter of request for EWP assistance to the STC. (See Appendix E – Sample Letters and Agreement)

5) Working day 1 to 60 after Sponsor's Letter

- DC contacts DSR Team members (including the State Archaeologist) and coordinates with team to complete the Damage Survey Report (DSR) within 60 days after the Sponsor's letter. (See Appendix D – Damage Survey Report)
- DC, Sponsor, PM/SCE, and Project Engineer meet with permitting agencies at the damage site.
- Project Engineer begins design process for repairs if SCE anticipates NRCS will

be responsible for doing the design work.

- DC and PM/SCE meet with Municipal Officials/Local Sponsor to review process, discuss restoration option, costs, cost sharing and Operation and Maintenance agreement. Get verbal commitment to sponsor EWP project.
- PM/SCE submits Pages 1-2 of the DSR(s) and a Funding Request to NHQ.
- DC and Sponsor reconnoiter utilities, access bridges, and available stockpile areas. Sponsors clear utilities and land rights (sign an ADS-78) before construction. (See Appendix E– Sample Letters and Agreement)
- Design Team completes a Land Rights Work Map and provides plans to the Partners and Sponsor for review and permit applications.
- Sponsor obtains Land Rights and Permits

6) No later than 220 days after receiving funds all construction is to be completed.
(*If “Exigency” no later than 10 days.)

- When funds arrive the EWP Program Manager funds projects based on priorities and notifies:
 - ✓ State Conservationist
 - ✓ State Conservation Engineer
 - ✓ State Administrative Officer
 - ✓ Contracting Officer
 - ✓ Financial Management
 - ✓ District Conservationist
- DC contacts Sponsor to finalize land right (signed ADS-78), and Sponsor provides all work permits (easements) from landowners.
- SCE prepares final design and specifications for a contract package.
- EWP Program Manager submits an AD-700 for the contract.
- Project Agreement:
 - ✓ Agreement Specialists prepares project agreement for Sponsor.
 - ✓ DC works with Sponsor to procure signature on project agreement.
- Contract Package:
 - ✓ Contracting Officer prepares a pre-solicitation package
 - ✓ Contracting Officer sets a site showing date w/DC, Inspector and COR
 - ✓ Contracting Officer prepares a solicitation package
 - ✓ Contracting Officer advertises and awards the contract in accordance with Federal Acquisition Regulation requirements.
 - ✓ COR begins job diary and works with contractor on start date.

7) No later than 90 days after completion on last site in an event code.

- Construction Completion Activities
 - ✓ Contracting Officer closes contract with final payment to contractor.
 - ✓ DC works with Sponsor and COR for certification of in-kind services work.
 - ✓ Finance Officer bills Sponsor for the 25% cost share.

- ✓ EWP Program Manager prepares final report and returns any unexpended funds to NHQ. Copy of report is sent to DEP.

***Exigency Notes:**

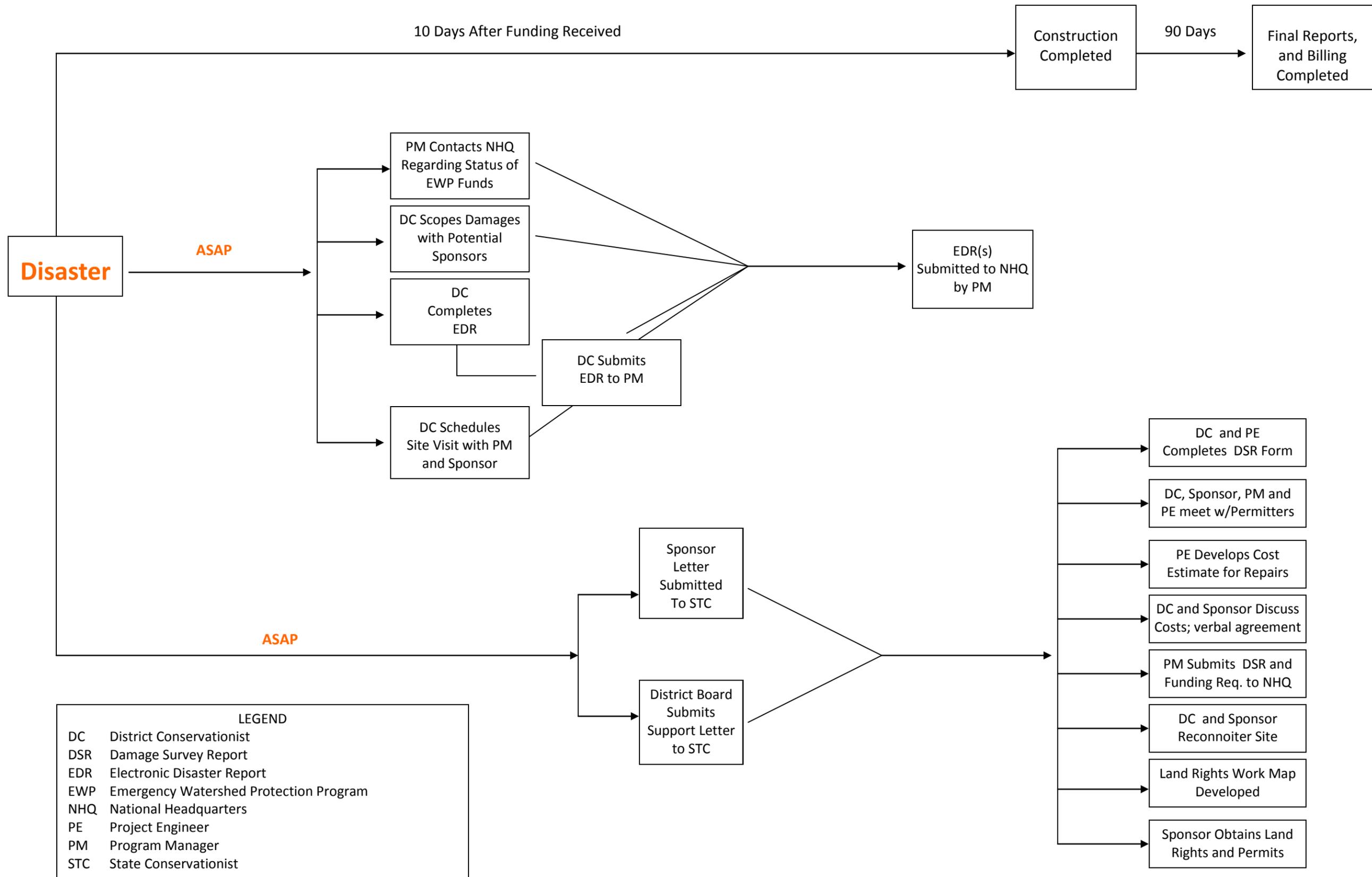
- A minimum DSR team for an exigency is a DC and Engineer.
- Must be on site ASAP after DC discovers potential exigency
- Make all NRCS contacts ASAP (SCE or Program Manager may go out and make exigency determination).
- Prepare an EDR to be transmitted to the EWP Program Manager/SCE ASAP. The EDR must include pictures of the site and notes detailing why the site may be exigent.
- Engineer will have to make a cost estimate and determine structural soundness of site.
- If determined to be exigent, complete the DSR ASAP.
- The EWP Program Manager will work with team to collect permits and NHQ for funding.
- No weekends if an exigency is identified and NRCS accepts responsibility for repairing the site.
- No later than 10 days after receiving funds all construction to be completed.

Locally Declared Disaster sites will be addressed in the following priority

Priority Damage Area

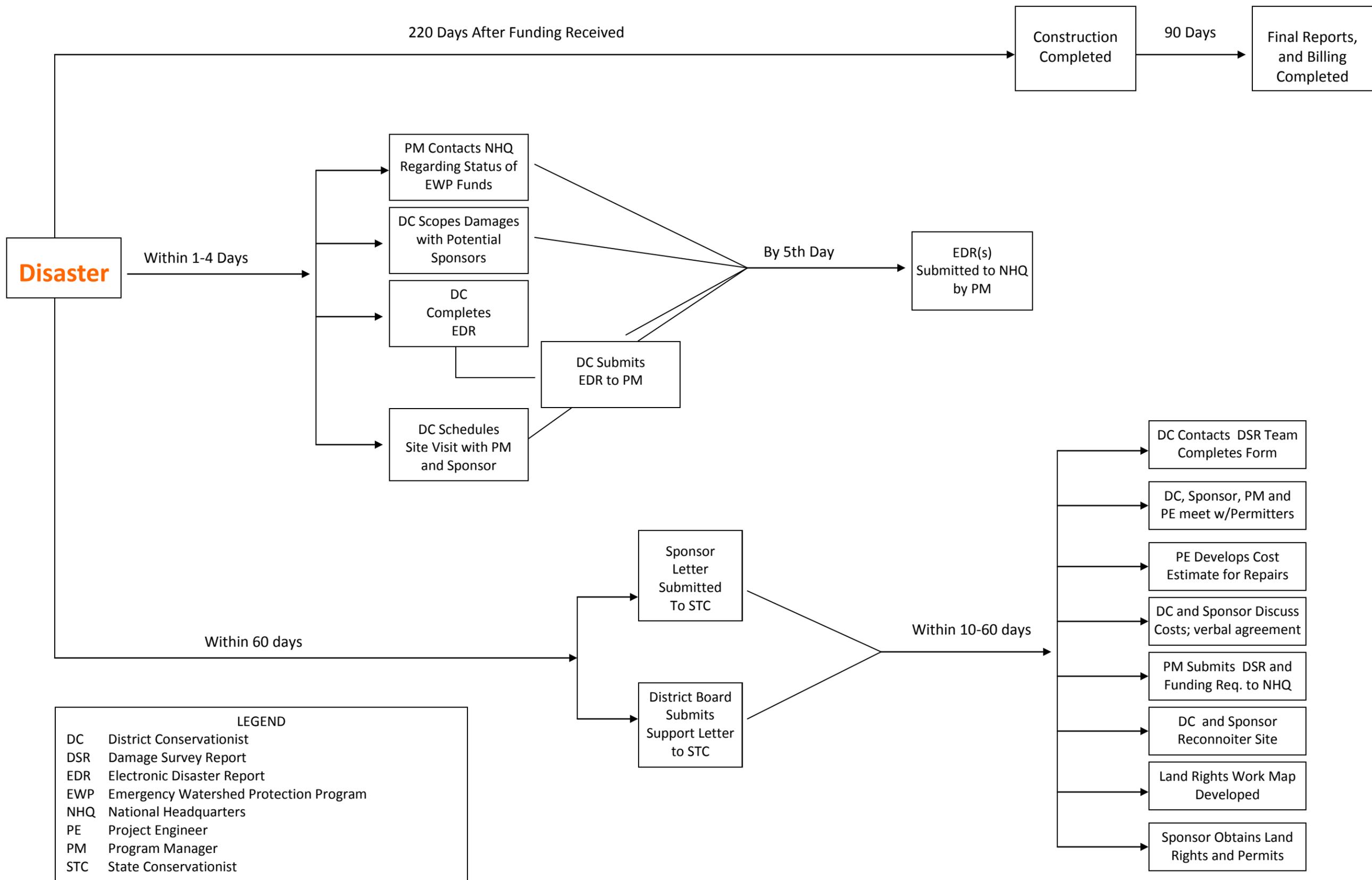
- 1st Urgent and Compelling situations (Exigency)
- 2nd Sites where there is a significant threat to life
- 3rd Sites where buildings, utilities, roads, etc. are threatened
- 4th Sites that have a major affect on water quality
- 5th Sites affecting prime farmland supporting high value crops
- 6th Sites containing unique or critical habitat – T&E, some wetlands
- 7th Other sites

CT Emergency Recovery Plan Flow Chart - "Exigency" Situation



LEGEND	
DC	District Conservationist
DSR	Damage Survey Report
EDR	Electronic Disaster Report
EWP	Emergency Watershed Protection Program
NHQ	National Headquarters
PE	Project Engineer
PM	Program Manager
STC	State Conservationist

CT Emergency Recovery Plan Flow Chart - "Emergency" Situation



LEGEND	
DC	District Conservationist
DSR	Damage Survey Report
EDR	Electronic Disaster Report
EWP	Emergency Watershed Protection Program
NHQ	National Headquarters
PE	Project Engineer
PM	Program Manager
STC	State Conservationist

2. Eligibility Teams Members

The purpose of the *Eligibility Team* is to scope out the damages after a storm event with the potential sponsor(s), complete the Initial Eligibility worksheet, and make a determination if the site is eligible for Emergency Watershed Protection program assistance. If it is, the District Conservationist completes the Electronic Damage Report(s) and submits it to the EWP Program Manager. (See Appendix A – Examples of Eligible EWP Projects and Appendix B – Initial Eligibility Worksheet.)

The *Eligibility Teams* are made up of the following members:

Torrington Field Office

District Conservationist – Kathleen Johnson	860-626-8258, Ext. 200
Engineer – Shawn Sherraden	860-626-8258, Ext. 204

Windsor Field Office

District Conservationist – Vivian Felten	860-688-7725, Ext. 118
Engineer – Charlie Galgowski or	860-887-3604, Ext. 309
Engineer – Joe Kavan	860-688-7725, Ext. 125

Hamden Field Office

District Conservationist – Diane Blais	203-287-8038, Ext. 101
Engineer – Charlie Galgowski or	860-887-3604, Ext. 309
Engineer - Joe Kavan	860-688-7725, Ext. 125

Norwich Field Office

District Conservationist – Javier Cruz	860-887-3604, Ext. 300
Engineer – Charlie Galgowski or	860-887-3604, Ext. 309
Engineer - Joe Kavan	860-688-7725, Ext. 125

Danielson Field Office

District Conservationist – Ray Covino	860-779-0557, Ext. 102
Engineer – James Gavin	860-779-0557, Ext. 104

3. Damage Survey Report Team Members

The purpose of the *Damage Survey Report Team* is to focus on what damage will occur in the future if nothing is done; determine what feasible fixes there are; decide what fix is best, and determine program eligibility. Decisions are documented on the DSR form with a location map, site plan, sketches of the proposed work, photographs, quantity calculations and an engineering cost estimate attached. (See Appendix B – Description of Typical EWP Measures.)

The *Damage Survey Report Team* is made up of the following members:

CT NRCS Personnel

Todd Bobowick	Fisheries Biologist	203-287-8038, Ext. 103	todd.bobowick@ct.usda.gov
Carol Donzella	Program Coordinator	203-287-8038, Ext. 100	carol.donzella@ct.usda.gov
Lisa Krall	Soil Scientist	860-871-4051	lisa.krall@ct.usda.gov
Charlie Galgowski	Planning Engineer	860-887-3604, Ext. 309	charles.galgowski@ct.usda.gov
Joe Kavan*	Civil Engineer	860-688-7725, Ext. 125	joseph.kavan@ct.usda.gov
Charlotte Pyle	Cultural Resources	860-871-4066	charlotte.pyle@ct.usda.gov
Arde Ramthun (*Alternate)	Program Manager	860-871-4030	arthur.ramthun@ct.usda.gov

Regional NRCS Personnel

Reena Shaw	Economist	401-822-8840	reena.shaw@ri.usda.gov
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Federal Personnel

Michael Riccio	USACE	978-318-8685	michael.s.riccio@usace.army.mil
Maria Tur	USFWS	603-223-2541(*8, X14)	maria_tur@fws.gov
Michael Marsh	EPA	617-918-1556	marsh.mike@epa.gov
Ryan Potosnak	FEMA	571-329-6225	Ryan.Potosnak@fema.dhs.gov

State Personnel

Jen Perry	DEEP	860-424-3802	jennifer.perry@ct.gov
Donald Mysling	DEEP	860-567-8998	donald.mysling@ct.gov
Brian Murphy	DEEP	860-295-9523	brian.murphy@ct.gov

Other

Nick Bellantoni	State Archaeologist	860-486-5248	nicholas.bellantoni@uconn.edu
Daniel Forrest	SHPO	860-256-2761	daniel.forrest@ct.gov

4. Agency/Organization Contacts

CONNECTICUT NRCS PERSONNEL

Name	Specialty or Title	Telephone #
Arde Ramthun arthur.ramthun@ct.usda.gov	EWP Program Leader/ State Conservation Engineer	860-871-4030
Carol Donzella Carol.Donzella@ct.usda.gov	Program Coordinator/ Community Planner	203-287-8038 Ext. 100
Alan Leta Alan.Leta@CT.usda.gov	Contracting Specialist	860-871-4031
Michelle Hendricks Michelle.Hendricks@ct.usda.gov	State Administrative Officer	860-871-4034
Charlotte Pyle Charlotte.Pyle@ct.usda.gov	Cultural Resources	860-871-4066
Mike Rosado Michael.Rosado@CT.usda.gov	Construction Inspection	860-871-4124
Ben Smith Ben.Smith@ct.usda.gov	Hydrologist	860-871-4027
Lesley Sweeney Lesley.Sweeney@ct.usda.gov	Environmental Engineer	860-779-0557 Ext. 105
Joe Kavan Joseph.Kavan@ct.usda.gov	Design/Construction Inspection	860-688-7725 Ext. 125
Charles Galgowski Charles.Galgowski@ct.usda.gov	Design/Construction Inspection	860-887-3604 Ext. 309
Jim Gavin Jim.Gavin@ct.usda.gov	Design/Construction Inspection	860-779-0557 Ext. 104
Chris Dodge Chris.Dodge@ct.usda.gov	Construction Inspection	860-779-0557 Ext. 103

Shawn Sherraden Shawn.Sherraden@ct.usda.gov	Design/Construction Inspection	860-626-8852 Ext. 204
Dan DePietro Dan.DePietro@ct.usda.gov	Design/Construction Inspection	860-871-4059
Todd Bobowick Todd.Bobowick@ct.usda.gov	Fisheries Biologist/ Construction Inspection	203-287-8038 Ext. 103
Diane Blais Diane.Blais@ct.usda.gov	District Conservationist	203-287-8038 Ext. 101
Vivian Felten Vivian.Felten@ct.usda.gov	District Conservationist	860-688-7725 Ext. 118
Kathy Johnson Kathleen.Johnson@ct.usda.gov	District Conservationist	860-626-8258 Ext. 200
Ray Covino Raymond.Covino@ct.usda.gov	District Conservationist	860-779-0557 Ext. 102
Javier Cruz Javier.Cruz@ct.usda.gov	District Conservationist	860-887-3604 Ext. 300
Lisa Krall Lisa.Krall@ct.usda.gov	Soil Scientist	860-871-4051

Regional NRCS Personnel

Name	Specialty or Title	Telephone#
Reena Shaw Reena.Shaw@ri.usda.gov	NRCS Economist	(401) 822-8840

CONSERVATION DISTRICTS CONTACT LIST

District & Location	Name	Phone Number/E-mail
Eastern Connecticut Conservation District Brooklyn, CT	Scott Gravatt	860-779-0557 Ext. 106 scott.gravatt@comcast.net
Northwest Conservation District Torrington, CT	Sean Hayden	860-626-7222 seanhayden@conservect.org
North Central Conservation District Vernon, CT	David Askew	860-875-3881 Ext. 108 david.askew@snet.net
Southwest Conservation District Wallingford, CT	Roman Mrozinski	203-287-8038 Ext. 113 swcd43@sbcglobal.net
CT River Coastal Coastal Conservation Middletown, CT	Jane Brawerman	860-346-3282 jbrawerman@conservect.org

Note: For Conservation District boundaries see map on next page.

FEDERAL AGENCY CONTACT LIST

<u>Agency/Location</u>	<u>Name</u>	<u>Unit</u>	<u>Phone Numbers</u>
FEMA, Boston, MA	John McGough	DR&R Div	617-721-2743 (cell) 617-959-7508 (work)
FEMA, Boston, MA*	Ryan Potosnak	DR&R Div	571-329-6225
USACE, Concord, MA	Robert DeSista	Regulatory	978-318-8879
USACE, Concord, MA*	Michael Riccio	Regulatory	978-318-8685
USFWS, Charleston, RI*	Maria Tur	Regulatory	603-223-2541 (*8 Ext 14)
EPA, Boston, MA*	Michael Marsh	CT Programs	617-918-1556
EPA, Boston, MA	Matt Schweisberg	CT Programs	617-918-1628
US National Park Service	Liz Lacey	National Wild & Scenic Rivers	860-379-0282
NOAA, Milford, CT	Jenna Flynn	NMFS	203-882-6504

STATE AGENCY CONTACT LIST

<u>Agency/Location</u>	<u>Name</u>	<u>Unit</u>	<u>Phone Numbers</u>
DEEP, Hartford, CT	Emergency Phone Number		860-424-3333
DEEP, Hartford, CT	Cheryl Chase	Inland Water Res Div	860-424-3860
DEEP, Hartford, CT*	Jennifer Perry	Inland Water Res Div	860-424-3802
DEEP, Hartford, CT	Art Christian	Inland Water Res Div	860-424-3880
DEEP, Litchfield, CT*	Donald Mysling	Fisheries Div (west)	860-567-8998
DEEP, Marlborough, CT*	Brian Murphy	Fisheries Div (east)	860-295-9523
OSA, Storrs, CT*	Nicholas Bellantoni	State Archaeologist	860-486-5248
OEM, Hartford, CT	Judy Pahl	OEM	860-256-0877
SHPO, Hartford, CT	Daniel Forrest	State Historic Comm.	860-256-2761

Note: * Contact to participate in the preparation of the Disaster Survey Report

5. Potential EWP Project Sponsors

- 169 Municipalities (21 Cities (2 are inside Town boundaries) and 150 Towns)
- 9 Boroughs (1 is consolidated with a Town)
- Connecticut Department of Environmental Protection
- Mashantucket Pequot Indian Nation
- Mohegan Indian Nation

6. Permitting and Approval Process

Permits that may be required include:

Inland Wetlands (Town and State)

Stream Channel Encroachment Lines (State)

Diversion (State)

Corp of Engineers Section 401 Water Quality Certification (State)

Corp of Engineers Section 404 (ACOE)

Note: The Sponsor is responsible for acquiring all the necessary permits.

7. Contracting Procedures

Contracts will use the Federal Acquisition Regulations (FAR) or locally led contracting by the Sponsor. See EWP Manual.

8. Environmental, Economic, Social and Other Concerns

Environmental

NRCS Technical Specialists, Partners, and Local Sponsors will agree to conclusions found in the DSR Environmental Evaluation for the proposed action. The DSR will assess on-site and off-site effects of implementing the proposed action for the long term and short term. Environmental concerns include; fisheries, fish habitat, fish migration, and riparian habitat.

NRCS Technical Specialists will be part of the Design Team and will participate in public meetings to gather input on the issues, interests and concerns of the affected residents, other municipal groups, and other stakeholders.

NRCS will send plans to SHPO and OSA for review of cultural resources. The Local Sponsor may conduct public meetings/hearings before issuing the necessary permits for the projects.

Economic

NRCS Technical Specialists will complete the Economic Evaluation section of the DSR with input from partners and the Local Sponsor.

Social

NRCS Technical Specialists will complete the Social Evaluation section of the DSR with inputs from the Local Sponsors and affected businesses, industries, and individuals.

9. Role of Agencies

FEMA coordinates all recovery activities during PRESIDENTIALLY declared disasters and during these disasters, has the authority to assign sites to NRCS (the sites must meet NRCS EWP eligibility requirements). FEMA has requested that NRCS contact them after all disasters that result in EWP projects.

US Army, Corps of Engineers is responsible for permitting projects that require a Section 404 permit. Staff will assist with Disaster Survey Report (DSR) preparation and provide permit requirement guidance during site visits

Project Sponsor is responsible for the acquisition of land rights, permits and 25% of the construction costs as well as operation and maintenance of the installed measures for a minimum of one year. They will assist with the DSR preparation.

DEP participates on site visits, reviews project plans and provides permits for projects that require state permits. DEP reimburses municipalities for the local share on approved EWP projects after successful completion of the project.

ACOE is responsible for permitting projects that require a Section 404 permit. Staff will assist with Disaster Survey Report (DSR) preparation and provide permit requirement guidance during site visits

Project Sponsor is responsible for the acquisition of land rights, permits and 25% of the construction costs as well as operation and maintenance of the installed measures for a minimum of one year. They will assist with the DSR preparation.

DEP participates on site visits, reviews project plans and provides permits for projects that require state permits. DEP reimburses municipalities for the local share on approved EWP projects after successful completion of the project.

SHPO/OSA reviews project plans for recognition and protection of cultural resources subject to urgency of work.

Role of Agencies – continued

EPA is part of the Section 404 permit review. They are willing to provide input during the DSR preparation or subsequent site visits.

NMFS participates in the review process for the Section 404 permit.

Emergency Watershed Protection Program

Draft Visual Key for Initial
Determination of Site
Eligibility and Classification

Risk Factors for Channels with Bridges

1. Soil Material
2. Height of Erosion
3. Bank Shape
4. Bridge Foundation Exposure
 - a. Abutments
 - b. Piers

Risk Factors for Adjacent to Bridges

1. Soil Material
2. Height of Erosion
3. Bank Shape
4. Erosion at junction of road and bridge
5. Erosion of road approaching bridge

Erosion should be active and not healing over (which would imply stability).

Bridge: Potentially Eligible, Non-Exigent



Bank erosion is threatening the abutment of the bridge and therefore is eligible for the program. It is not exigent due to low risk of collapse from another event.

Bridge: Eligible, Potentially Exigent



Stream bank erosion is affecting bridge abutment and therefore is eligible for the program. It is potentially exigent due to risk of collapse from another event. This site will need to be reviewed by an engineer to assess potential failure risk.

Bridge: Eligible, Potentially Exigent



Stream bank erosion is affecting bridge abutment and therefore is eligible for the program. It is potentially exigent due to risk of collapse from another event. This site will need to be reviewed by an engineer to assess potential failure risk.

Bridge: Not Eligible



Here the erosion from the event has damaged the property to a point that it needs to be rebuilt. EWP funds cannot be used to rebuild property, therefore it is not eligible. It can be assessed for erosion protection if assured sponsors will replace the infrastructure.

Risk Factors for Roads

1. Soil Material
2. Height of Erosion
3. Bank Shape
4. Encroachment of erosion on road
5. Is erosion active at site?
6. Is damage from overtopping of road?
 - a. What storm event?
 - b. What about O&M?

Road Protection: Potentially Eligible, Exigent



Bank erosion is threatening to damage the road and looks imminent (beginning to erode into the road) thus eligible. The encroachment on the road creates an immediate need for protection, thus it is exigent.

Road Protection: Potentially Eligible, Non- Exigent



Bank erosion is threatening to damage the road. A site like this should be reviewed by the DSR team even though it may not look like an imminent threat. A final determination will use the present erosion damage plus depth of channel and type of soil material to assess risk of failure.

Road Protection: Not Eligible



Bank erosion is undermining the road and looks imminent (beginning to erode into the road). However, if the eroded area makes the site unusable (closes the road) then we have nothing to protect and therefore ineligible. Remember we cannot repair the road or other infrastructure. It can be assessed for erosion protection if assured sponsors will replace the infrastructure.

Road Protection: Potentially Eligible, Exigent



Bank erosion is undermining the road and looks imminent (beginning to erode into the road) thus eligible. The site is potentially exigent due to the immediate threat to life or property. The damage may not look severe, but life and property would be at risk passing along this site.

Road Protection: Potentially Eligible, Exigent



Bank erosion is undermining the road. The depth of the erosion is not bad, but may still cause threat to life or property. Here an automobile could lose control if it has a tire drop-off along the road edge.

Risk Factors for Channels

1. Soil Material
2. Height of Erosion
3. Bank Shape
4. Encroachment of erosion on road
5. Is erosion active at site?
6. Is damage from overtopping of road?
 - a. What storm event?
 - b. What about O&M?

Personal Property: Not Eligible



The stream bank erosion has gone so far that there is nothing to protect. The structure should be condemned and thus no remaining benefits for the work.

Channel Other: Not Eligible



The site has definite bank erosion, but the protection would be only cropland. We cannot repair a site if the sole purpose is for agricultural production. If the site was part of the area necessary for protection of a bridge then it would be incidentally protected.

Risk Factors Road Crossing (Culvert)

1. Is culvert properly sized for drainage area?
2. Is culvert of sufficient length (too short increases O&M)?
3. Height of culvert placement in road embankment
4. What storm event caused the damage?

Road Crossing (Culvert)- Potentially Eligible, Not Exigent



The erosion around the culvert does not appear to be an O&M only problem and thus, potentially eligible.

Issue to be reviewed by EWP Program Manager Road Crossing (Culvert)-Not Eligible



The drainage area was too large for the size of culvert utilized. The culvert invert was set too high in the embankment. Finally, the culverts were too short. Each of these concerns leads to the site being an O&M problem. If the storm is greater than a 10-year, 24-hour storm the site may be eligible (contact TSO-Engineer to review site).

Risk Factors for Debris at Bridge

1. Distance of debris from bridge
2. Percent of bridge cross-section blocked
3. Length of debris (log) jam
4. Type of material

Debris-Bridge: Potentially Eligible, Exigent



The debris that is deposited will continue to cause erosion with additional rains so it is eligible. The occlusion of the bridge may be a potential exigency if additional rain is expected to cause bridge overtopping with flood water that could threaten life or property.

Risk Factors for Debris in open channels

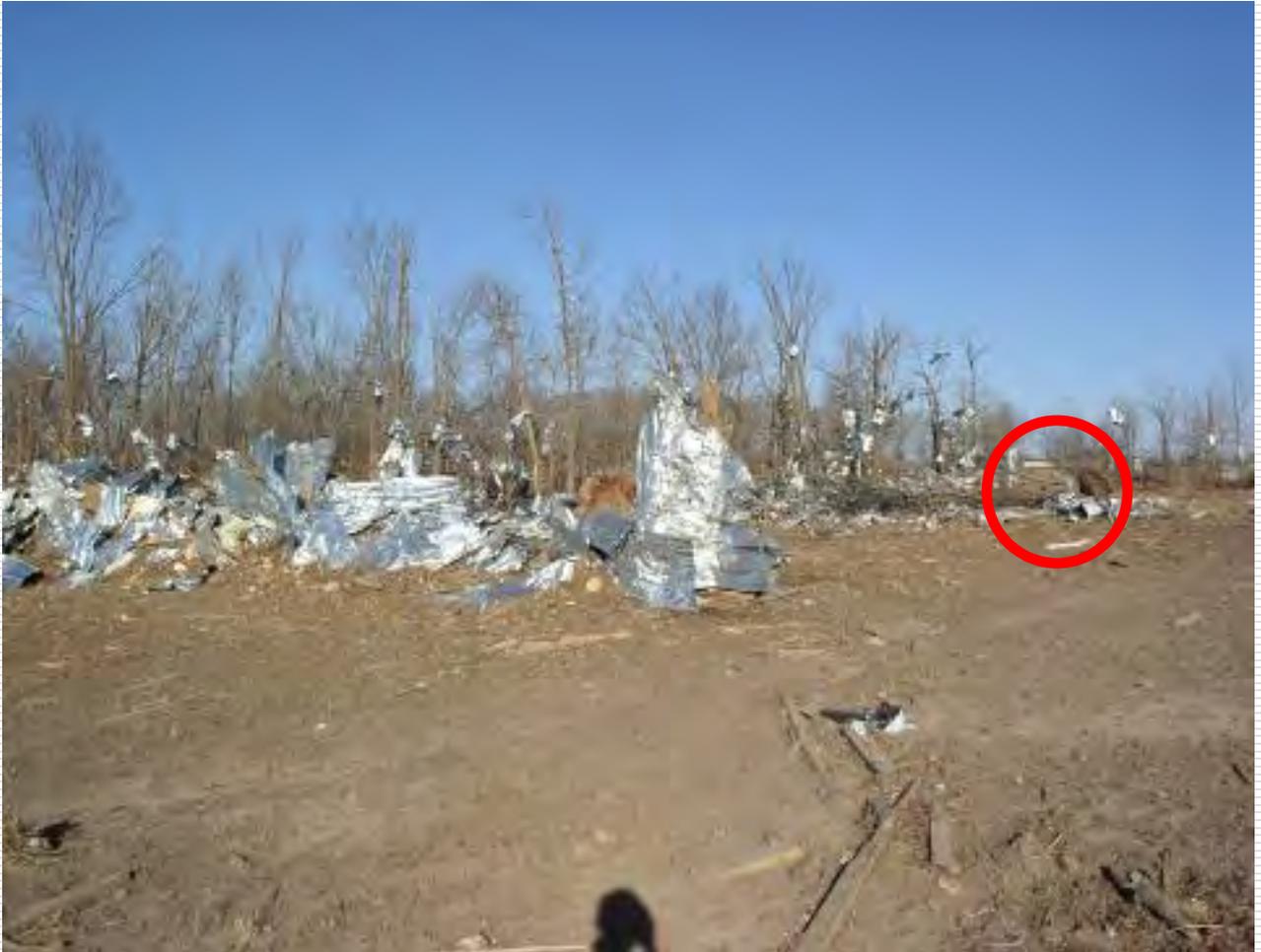
1. Distance of debris from housing or other structures
2. Percent of channel cross-section blocked
3. Length of debris jam
4. Type of material (will material increase disease risk)

Debris-Channel: Potentially Eligible, Non- Exigent



The debris in and around the channel will have an erosion effect. The debris here may cause a risk to life from increased disease and vector. This risk is from large areas of damage of this nature not isolated spots.

Debris-Other: Not Eligible



The debris in and around the site does cause erosion, but little effect was associated with the downstream crossings. In discussions with NHQ, the risk of flying debris near the turn pike (**bridge circled in red**) did not meet qualifications.

Emergency Watershed Protection (EWP) Program – Initial Eligibility Checklist

Site Name: _____ **Disaster Date:** _____

A **FALSE** answer to any statement below indicates an initial determination that the site is **NOT** eligible.

<input type="checkbox"/> TRUE <input type="checkbox"/> FALSE	<p>There is a sudden watershed impairment that is causing an immediate or serious threat to life and/or property due to the effects of flooding or erosion.</p> <p>Watershed Impairment(s) include debris-clogged stream channels, unstable stream banks, jeopardized water control structures and public infrastructure, wind-blown debris, damaged upland vegetative cover.</p> <p>Exigency means those situations that demand immediate action to avoid potential loss of life or property, including situations where a second event may occur shortly thereafter that would compound the impairment, cause new damages, or potential loss of life if action to remedy the situation is not taken immediately. NRCS may approve temporary correction practices until a more acceptable solution can be designed. Call the EWP Program Manager without delay!</p> <p>Property includes: homes and businesses; crops and cropland; agricultural infrastructure; non-state roads and non-state bridges, public utilities.</p>
<input type="checkbox"/> TRUE <input type="checkbox"/> FALSE	<p>There is a legal Sponsor (political subdivision of a State, Local Government, Native American Tribe or Tribal Organization) that:</p> <ul style="list-style-type: none"> ✓ Will agree to provide for their percent of the total installation cost (NRSC cost share is 75%, or up to 90% in limited resource areas, and 100% in unique situations) ✓ Will agree to be responsible for Operation and Maintenance ✓ Has the legal authority to obtain land rights and acquire permits
<input type="checkbox"/> TRUE <input type="checkbox"/> FALSE	<p>The threat to life or property significantly exceeds that which existed before the impairment.</p>
<input type="checkbox"/> TRUE <input type="checkbox"/> FALSE	<p>The same type of natural event has NOT occurred AND a structural measure has NOT been installed or repaired using EWP assistance twice at this site within a 10-year period. (NRCS does not intend to limit the number of times that debris can be removed at the same site due to a natural or constructed restriction in a waterway.)</p>
<input type="checkbox"/> TRUE <input type="checkbox"/> FALSE	<p>The site has NO coastal restrictions (funds may not be used to repair coastal erosion to beaches, dunes and shorelines, however, debris removal may be acceptable). The EPA/Coast Guard Region 1 Jurisdictional boundary shall be used to determine whether the site is considered coastal. See maps in Appendix I for further guidance.</p>

<input type="checkbox"/> TRUE <input type="checkbox"/> FALSE	This is NOT an Operation and Maintenance problem or a watershed problem that existed before the disaster.
<input type="checkbox"/> TRUE <input type="checkbox"/> FALSE	Funds will NOT be used to repair or rebuild or maintain private or public transportation facilities, utilities, or similar facilities.
<input type="checkbox"/> TRUE <input type="checkbox"/> FALSE	Funds will NOT be used to repair or rehabilitate non-structural management practices.
<input type="checkbox"/> TRUE <input type="checkbox"/> FALSE	This site is NOT on Federal Lands. (An exception to this prohibition is where the local sponsor controls an easement and has maintenance responsibilities; e.g. road rights-of-way).
<input type="checkbox"/> TRUE <input type="checkbox"/> FALSE	Assistance is NOT being provided for measures eligible under the FSA Emergency Conservation Program (ECP).
<input type="checkbox"/> TRUE <input type="checkbox"/> FALSE	All other resources have been exhausted or there is insufficient funding available.
<input type="checkbox"/> TRUE <input type="checkbox"/> FALSE	Action will NOT remove threats to federal-aid highways except where the federal-aid highway protection would be incidental to other eligible protection (Note: if paved, it is probably a federal-aid highway).
<input type="checkbox"/> TRUE <input type="checkbox"/> FALSE	Work is NOT on levee projects where the stream has a drainage area greater than 400 square miles.
<input type="checkbox"/> TRUE <input type="checkbox"/> FALSE	The project is NOT to remove sediment or debris from reservoirs or debris basins.

Description of Typical EWP Measures

Stream Bank Stabilization

Vegetation

Spec. No. 6 - Seeding, Sprigging and Mulching

Topsoiling

Spec. No. 26 - Salvaging & Planting Shrubs

Spec. No. 603 - Planting Silky Dogwood & Purpleosier Willow.

Spec. No. 604 - Includes the planting of grasses, shrubs and trees along stream banks.

Soil Bioengineering

Spec. No. 608 - Jute Matting

Spec. No. 609 - Three-Dimensional Geosynthetic Turf Reinforcement includes the use of organic and synthetic materials in conjunction with vegetation to stabilize eroding stream banks.

Bank Placed Boulders

Spec. No. 61 - Rock Riprap - includes the use of large rounded rocks to protect streambanks where the stream bottom is not degrading.

Riprap

Spec. No. 61 – Rock Riprap is the use of graded rock and bedding.

Spec. No. 24 - Drain Fill to protect the channel bottom and/or the channel bank where they may be subject to downcutting or widening Gabion Walls.

Spec. No. 64 - Wire Mesh Gabions & Mattresses Twisted (Woven) or Welded Mesh are used where space constraints don't allow for sloped bank protection.

Pre-Cast Reinforced Concrete Modular Units

Spec. No. 402 - Pre-Cast Reinforced Concrete Modular Units is used as a Retaining wall for bank protection in limited space locations.

Debris Removal

Spec. No. 21 – Excavation includes removal of debris and deposition from stream channels.

Clearing & Grubbing is used to remove trees, snags, logs, brush, stumps, shrubs and rubbish.

Land Stabilization

Vegetation

Spec. No. 6 - Seeding, Sprigging and Mulching includes the reseeding of areas where a landslide has occurred.

Material removal

Spec. No. 21 – Excavation includes removal of material that has moved, as a result of landslides and slope failures and material required to be removed to stabilize an area.

Drainage

Spec. No. 42 - Concrete Pipe Conduits & Drains

Spec. No. 45 – Plastic (PVC, PE, ABS) Pipe Conduits & Drains

Spec. No. 411 – Catch Basins, Drop Inlets, and Manholes includes installation of drainage above areas where landslides have occurred and above slope failures.

Road & Bridge Protection

See Stream Bank Stabilization and Debris Removal above

Spec. No. 410 - Bituminous Concrete

Floodplain Easements

Spec. No. 2 - Structure Removal are envisioned for repetitive loss structures where structural stream bank protection is needed.

Erosion Control

Spec. No. 6 - Vegetation (Seeding, Sprigging and Mulching) includes the reseeding of upland areas after a fire or tornado, pond bottoms after a dam has breached and areas disturbed by construction activities.

Spec. No. 5 - Pollution Control includes Stream crossings, sediment basins, geotexture silt fence, hay bale checks, stabilized construction entrances, temporary mulch, sediment dikes, and other related erosion control measures.

Note: Other construction specifications:

Spec. No. 7 - Construction Surveys

Spec. No. 8 - Mobilization and Demobilization

Spec. No. 9 - Traffic Control

Spec. No. 11 - Removal of Water

Spec. No. 23 - Earth Fill

Spec. No. 62 - Grouted Rock Riprap

Spec. No. 94 - Contractor Quality Control

Spec. No. 413 - Tree Cover Device

Spec. No. 414 - Root Wad

Spec. No. 421 - Floating Turbidity Curtain
Spec. No. 422 - Log Deflector

Material Specifications are:

Spec. No. 521 - Aggregates for Drainfill and Filters
Spec. No. 522 - Aggregates for Portland Cement Concrete
Spec. No. 523 - Rock for Riprap
Spec. No. 531 - Portland Cement
Spec. No. 532 - Air Entraining Admixtures (for Concrete)
Spec. No. 533 - Chemical Admixtures (for Concrete)
Spec. No. 534 - Curing Compound (for Concrete)
Spec. No. 542 - Concrete Culvert pipe
Spec. No. 547 - Plastic (PVC, PE, ABS) Pipe

NRCS ELECTRONIC DISASTER REPORT
Emergency Watershed Protection Program

STATE NAME:

DATE OF THIS REPORT:

CONTACT:

NAME:
PHONE #:

Check one box below

DISASTER NAME:

NAME:

INITIAL REPT

DISASTER DATE

DATE:

FOLLOWUP REPT

COUNTIES AFFECTED:

LIST COUNTIES and DEGREE AFFECTED (SEVERE/MODERATE/LIGHT-put an S, M, or L by County Name)

DAMAGE ASSESSMENTS

EWP ACTIONS TO DATE:

HUMAN INTEREST EXAMPLES:

URGENT PROBLEMS AND/OR NEEDS: (additional comments)

LIMITED RESOURCE COMMUNITIES AFFECTED

PROJECTS (such as PL-566, RC&D) that have helped to limit damages

515.20 EWP Recovery Measure Forms

Damage Survey Report (DSR)

United States Department of Agriculture
Natural Resources Conservation Service

OMB No. 0578-0030
NRCS-PDM-20

**DAMAGE SURVEY REPORT (DSR)
Emergency Watershed Protection Program – Recovery**

Section 1A

Date of Report: _____

DSR Number: _____

Project Number: _____

<u>NRCS Entry Only</u>	
Eligible:	YES _____ NO _____
Approved:	YES _____ NO _____
Funding Priority Number (from Section 4)	_____
Limited Resource Area:	YES _____ NO _____

Section 1B Sponsor Information

Sponsor Name: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____ Fax: _____

Section 1C Site Location Information

County: _____ State: _____ Congressional District: _____

Latitude: _____ Longitude: _____ Section: _____ Township: _____
Range: _____

UTM Coordinates: _____

Drainage Name: _____

Reach: _____

Damage Description:

Section 1D Site Evaluation

All answers in this Section must be YES in order to be eligible for EWP assistance.

Site Eligibility	YES	NO	Remarks
Damage was a result of a natural disaster?*			
Recovery measures would be for runoff retardation or soil erosion prevention?*			
Threat to life and/or property?*			
Event caused a sudden impairment in the watershed?*			
Imminent threat was created by this event?***			
For structural repairs, not repaired twice within ten years?***			
Site Defensibility			
Economic, environmental, and social documentation adequate to warrant action? (Go to pages 3, 4, 5 and 6 ***)			
Proposed action technically viable? (Go to Page 9 ***)			

Have all the appropriate steps been taken to ensure that all segments of the affected population have been informed of the EWP program and its possible effects? YES _____ NO _____

Comments: _____

* Statutory

** Regulation

*** DSR Pages 3 through 6 and 9 are required to support the decisions recorded on this summary page. If additional space is needed on this or any other page in this form, add appropriate pages.

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Section 1E Proposed Action

Describe the preferred alternative from Findings: Section 5 A:

Total installation cost identified in this DSR: Section 3: \$ _____

Section 1F NRCS State Office Review and Approval

Reviewed By: _____ Date Reviewed: _____
State EWP Program Manager

Approved By: _____ Date Approved: _____
State Conservationist

PRIVACY ACT AND PUBLIC BURDEN STATEMENT

NOTE: The following statement is made in accordance with the Privacy Act of 1974, (5 U.S.C. 552a) and the Paperwork Reduction Act of 1995, as amended. The authority for requesting the following information is 7 CFR 624 (EWP) and Section 216 of the Flood Control Act of 1950, Public Law 81-516, 33 U.S.C. 701b-1; and Section 403 of the Agricultural Credit Act of 1978, Public Law 95-334, as amended by Section 382, of the Federal Agriculture Improvement and Reform Act of 1996, Public Law 104-127, 16 U.S.C. 2203. EWP, through local sponsors, provides emergency measures for runoff retardation and soil erosion control to areas where a sudden impairment of a watershed threatens life or property. The Secretary of Agriculture has delegated the administration of EWP to the Chief of NRCS on state, tribal and private lands.

Signing this form indicates the sponsor concurs and agrees to provide the cost-share to implement the EWP recovery measure(s) determined eligible by NRCS under the terms and conditions of the program authority. Failure to provide a signature will result in the applicant being unable to apply for or receive a grant the applicable program authorities. Once signed by the sponsor, this information may not be provided to other agencies. IRS, Department of Justice, or other State or Federal Law Enforcement agencies, and in response to a court or administrative tribunal.

The provisions of criminal and civil fraud statutes, including 18 U.S.C. 286, 287, 371, 641, 651, 1001; 15 U.S.C. 714m; and 31 U.S.C. 3729 may also be applicable to the information provided. According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0578-0030. The time required to complete this information collection is estimated to average 117/1.96 minutes/hours per response, including the time for reviewing instructions, searching existing data sources, field reviews, gathering, designing, and maintaining the data needed, and completing and reviewing the collection information.

USDA NONDISCRIMINATION STATEMENT

"The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.)

Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write USDA, Director of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-941 0 or call (800)795-3272 (voice) or (202)720-6382 (TDD). USDA is an equal opportunity provider and employer.

Civil Rights Statement of Assurance

The program or activities conducted under this agreement will be in compliance with the nondiscrimination provisions contained in the Titles VI and VII of the Civil Rights Act of 1964, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259); and other nondiscrimination statutes: namely, Section 504 or the Rehabilitation Act of 1973, Title IX of the Amendments of 1972, the Age Discrimination Act of 1975, and the Americans with Disabilities Act of 1990. They will also be in accordance with regulations of the Secretary of Agriculture (7 CFR 15, 15a, and 15b), which provide that no person in the United States shall on the grounds of race, color, national origin, gender, religion, age or disability, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the U.S. Department of Agriculture or any agency thereof.

DSR NO: _____

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Section 2 Environmental Evaluation

2A Resource Concerns	2B Existing Condition	2C Alternatives		
		Proposed Action	No Action	Alternative
2D Effects of Alternatives				
Soil		Proposed Action	No Action	Alternative
Water				
Downstream water rights				
Air				
Plant				
Animal				
Other				

DSR No. _____

National Emergency Watershed Protection Program Manual

Section 2E Special Environmental Concerns

Resource Consideration	Existing Condition	Alternatives and Effects		
		Proposed Action	No Action	Alternative
Clean Water Act Waters of the U.S.				
Coastal Zone Management Areas				
Coral Reefs				
Cultural Resources				
Endangered and Threatened Species				
Environmental Justice				
Essential Fish Habitat				
Fish and Wildlife Coordination				
Floodplain Management				

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Section 2E Special Environmental Concerns (continued)

Resource Consideration	Existing Condition	Alternatives and Effects		
		Proposed Action	No Action	Alternative
Invasive Species				
Migratory Birds				
Natural Areas				
Prime and Unique Farmlands				
Riparian Areas				
Scenic Beauty				
Wetlands				
Wild and Scenic Rivers				

Sections 2A-E Completed By: _____

Date: _____

DSR No. _____

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Section 2F Economic

This section must be completed by each alternative considered (attach additional sheets as necessary).

Item	Future Damages (\$)	Damage Factor (%)	Near Term Damage Reduction
Properties Protected (Private)			
Properties Protected (Public)			
Business Losses			
Other			
Total Near Term Damage Reduction \$			
Net Benefit (Total Near Term Damage Reduction minus Cost from Section 3) \$			

Section 2F Completed By: _____ Date: _____

DSR NO: _____

Section 2G Social Consideration

This section must be completed by each alternative considered (attach additional sheets as necessary).

Item	YES	NO	Remarks
Has there been a loss of life as a result of the watershed impairment?			
Is there the potential for loss of life due to damages from the watershed impairment?			
Has access to a hospital or medical facility been impaired by watershed impairment?			
Has the community as a whole been adversely impacted by the watershed impairment (life and property ceases to operate in a normal capacity)			
Is there a lack or has there been a reduction of public safety due to watershed impairment?			

Section 2G Completed By: _____ Date: _____

DSR No. _____

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Section 2H Group Representation Information

This section is completed only for the preferred alternative selected.

Group Representation	Number
American Indian/Alaska Native Female Hispanic	
American Indian/Alaska Native Female Non-Hispanic	
American Indian/Alaska Native Male Hispanic	
American Indian/Alaska Native Male Non-Hispanic	
Asian Female Hispanic	
Asian Female Non-Hispanic	
Asian Male Hispanic	
Asian Male Non-Hispanic	
Black or African American Female Hispanic	
Black or African American Female Non-Hispanic	
Black or African American Male Hispanic	
Black or African American Male Non-Hispanic	
Hawaiian Native/Pacific Islander Female Hispanic	
Hawaiian Native/Pacific Islander Female Non-Hispanic	
Hawaiian Native/Pacific Islander Male Hispanic	
Hawaiian Native/Pacific Islander Male Non-Hispanic	
White Female Hispanic	
White Female Non-Hispanic	
White Male Hispanic	
White Male Non-Hispanic	
Total Group	

Census tract(s) _____

Section 2H Completed By: _____ Date: _____

DSR No. _____

Section 2I Consultation/ Coordination

Required consultation or coordination between the lead agency and/or the RFO and another governmental unit including tribes:

Easements, permissions, or permits:

Mitigation Description:

Agencies, persons, and references consulted, or to be consulted:

DSR No. _____

Section 3 Engineering Cost Estimate

This section must be completed by each alternative considered (attach additional sheets as necessary).

Proposed Recovery Measure (including mitigation)	Quantity	Units	Unit Cost (\$)	Amount (\$)
Total Installation Cost (Enter in Section 1F) \$				

Unit Abbreviations:			
AC	Acre	LS	Lump Sum
CY	Cubic Yard	SF	Square Feet
EA	Each	SY	Square Yard
HR	Hour	TN	Ton
LF	Linear Feet	Other	(Specify)

Section 3 Completed By: _____ Date: _____

DSR NO. _____

National Emergency Watershed Protection Program Manual

Section 4 NRCS EWP Funding Priority

Complete the following section to compute the funding priority for the recovery measures in this application (see instructions on page 14).

Priority Ranking Criteria	Yes	No		Ranking Number Plus Modifier
1. Is this an exigency situation?				
2. Is this a site where there is serious, but not immediate threat to human life?				
3. Is this a site where buildings, utilities, or other important infrastructure components are threatened?				
4. Is this site a funding priority established by the NRCS Chief?				
The following are modifiers for the above criteria			Modifier	
a. Will the proposed action or alternatives protect or conserve federally-listed threatened and endangered species or critical habitat?				
b. Will the proposed action or alternatives protect or conserve cultural sites listed on the National Register of Historic Places?				
c. Will the proposed action or alternatives protect or conserve prime or important farmland?				
d. Will the proposed action or alternatives protect or conserve existing wetlands?				
e. Will the proposed action or alternatives maintain or improve current water quality conditions?				
f. Will the proposed action or alternatives protect or conserve unique habitat, including but not limited to, areas inhabited by State-listed species, fish and wildlife management area, or State identified sensitive habitats?				

Enter priority computation in Section 1A, NRCS Entry, Funding priority number.

Remarks:

DSR No. _____

Section 5A Findings

Finding: Indicate the preferred alternative from Section 2 (Enter from Section 1E):

I have considered the effects of the action and the alternatives on the Environmental Economic, Social; the Special Environmental Concerns; and the extraordinary circumstances (40 CFR 1508.27). I find for the reasons stated below, that the preferred alternative:

___ Has been sufficiently analyzed in the EWP PEIS (reference all that apply)

Chapter _____

Chapter _____

Chapter _____

Chapter _____

Chapter _____

___ May require the preparation of an environmental assessment or environmental impact statement.
The action will be referred to the NRCS State Office on this date:

Title: _____
NRCS representative of the DSR team

Date: _____

Section 5B

Comments:

Section 5C

Sponsor Concurrence: _____
Sponsor Representative

Title: _____

Date: _____

Section 6 Attachments:

- A. Location Map
- B. Site Plan or Sketches
- C. Other (explain)

DSR No. _____

INSTRUCTIONS FOR COMPLETING THE NRCS-PDM-20, DSR

Section	Explanation of Requested Item	Who Completes
1	Enter Site Sponsor, Location, Evaluation, Selected Alternative, and Reviewed and Approval Signatures.	NRCS completes with voluntary assistance from Sponsor except for NRCS only portion of Section 1A.
1A	Enter the Date, DSR Number, Project Number. For NRCS only enter Eligible Yes/No, Approved Yes/No, Funding Priority Number, and Limited Resource Area Yes/No.	
1B	Enter Sponsor Name, Address, Telephone, Fax	
1C	Enter site location County, State, Congressional District, Latitude, Longitude, Section, Township, Range, UTM Coordinates, Drainage Name, Reach within drainage, and Damage Description.	
1D	Enter Yes/No and any Remarks for the Site Evaluation information. Any No response means the site is not eligible for EWP assistance and no further information is necessary to complete the DSR. (See NEWPPM 390-502.03 and 390-502-04) Enter Yes/No regarding whether the affected public has been informed of the EWP program.	
1E	Enter the proposed treatment and the cost of installation.	
1F	NRCS Review and Approval.	NRCS only.
2	Use available natural resource, economic, and social, information, including the EWP Programmatic Environmental Impact Statement (PEIS), to briefly describe the effects of the alternatives to the proposed action including the “no action” alternative. The no action alternative is the predicted future condition if no action is taken. Typically, the proposed action and no action are the alternatives considered for EWP recovery measures due to the focus on repairing or preventing damages within a watershed. However, in cases where additional alternatives are considered, include all pertinent information to adequately address the additional alternatives (e.g., proposed action would be bio-engineering for bank stabilization, no action alternative, and an additional alternative may be riprap for bank stabilization). Do not leave blanks where a consideration is not applicable, use NA to indicate the factor was considered but not applicable for the alternative.	NRCS completes with voluntary assistance from Sponsor.

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Section	Explanation of Requested Item	Who Completes
2A	List all resource concerns which are relevant to the area of the proposed action and alternatives. Refer to the National Bulletin 450-5-8 TCH-COMPLETING AND FILING MEASUREMENT UNITS FOR RESOURCE CONCERNS IN THE FIELD OFFICE TECHNICAL GUIDE (FOTG). Note: the affected area may extend beyond the construction foot print (e. g. where water quality or water rights are affected downstream of the site.)	NRCS completes with voluntary assistance from Sponsor.
2B	Provide a brief description of the present condition of each resource concern listed in 2A. Quantify conditions where possible. Reference accompanying photographic documentation.	
2C	Briefly summarize the practice/system of practices being proposed, as well as the “no action” alternative is predicted future condition if no action is taken.	
2D	Document the efforts of the proposed action and alternatives for the considerations listed in 2A. Reference applicable quality criteria, information in the CPPE, and quantify effects whenever possible. Consider both long-term and short-term effects. Consider any effects which may be individually minor but cumulatively significant at a larger scale or over an extended time period. Clearly define the differences between proposed action, no action, and the other alternatives.	
2E	Enter Special Environmental Concerns for Clean Water Act Waters of the U.S., Coastal Zone Management Areas, Coral Reefs, Cultural Resources, Endangered and Threatened Species, Environmental Justice, Essential Fish Habitat, Fish and Wildlife Coordination, Floodplain Management, Invasive Species, Migratory Birds, Natural Areas, Prime and Unique Farmlands, Riparian Areas, Scenic Beauty, Wetlands, and Wild and Scenic Rivers for each alternative considered. In the case where the selected alternative from Section 5A impacts a Special Environmental Concern, additional information, coordination, permitting or mitigation may be required and adequate documentation should be prepared and attached to the DSR to identify how NRCS or the Sponsor addressed the concern.	

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Section	Explanation of Requested Item	Who Completes
2F	<p>Identify Property Protected both private and public, business losses and other economic impacts considered for each alternative. Enter the dollar value of the potential future damages if no action is taken in the Future Damage (5) column. This would be the estimate of the value lost if the EWP recovery measure is not installed. Use the repair cost or damage dollar method to determine the estimate of future damages. The repair cost method uses the costs to return the impaired property, good, or services based on their original pre-event condition or value. The damage dollar method uses an estimate of the future damage to value (e.g. if the structure is condemned, then enter the value of the structure). Enter the estimated amount based upon existing information or information furnished by the sponsor, contractors or others with specific knowledge for recovery from natural disasters for each alternative considered. Often market values for properties or services can be obtained from personnel at the local county/parish tax assessment office.</p> <p>The DSR team needs to determine the Damage Factor (%) which is a coefficient that indicates the degree of damage reduction to a property that is attributed to the effect of the proposed EWP recovery measures. Use an appropriate estimate of how much of the damage the EWP recovery measure will avoid for the alternative being considered. If the recovery measures from a single site will prevent 100 percent of the damage use 100 percent.</p> <p>The Near Term Damage Reduction is the Future Damage (\$) times the Damage Factor (%). Sum the Near Term Damage Reduction values to calculate the Total Near Term Damage Reduction.</p> <p>Enter the Net Benefit which is computed by subtracting the Cost from section 3 from the total near term damage reduction.</p> <p>The economic section must be completed for each alternative considered. Attach additional sheets as necessary.</p>	NRCS completes with voluntary assistance from Sponsor.

National Emergency Watershed Protection Program Manual

Section	Explanation of Requested Item	Who Completes
2G	<p>Enter information to describe the potential social impacts and considerations for each alternative. Answer Yes or No and any remarks necessary to adequately address each question.</p> <p>The information may be obtained through interviews with community leaders, government officials or sponsors.</p> <p>Factors such as road closures, loss of water, electricity, access to emergency services are used when answering whether the community as a whole has been impaired.</p> <p>This information is part of the environmental evaluation portion of the DSR but may be pertinent in Section 4 regarding priorities.</p> <p>The Social Considerations Section must be completed for each alternative considered. Attach additional sheets as necessary.</p>	NRCS completes with voluntary assistance from Sponsor.
2H	<p>Enter the Group Representation for the preferred alternative. Use the most recent census tract information based upon where the EWP recovery measures are located.</p>	Sponsor completes.
2I	<p>Enter whether easement, permissions, or permits, and mitigation will require consultation or coordination for the selected alternative (e.g., Clean Water Act section 404 permit, Endangered Species Act section 10 permits, and any State or county permits or requirements).</p> <p>Describe mitigation to be applied that will offset any adverse impacts and attach any documentation from other agencies regarding mitigation requirements.</p>	NRCS completes with voluntary assistance from Sponsor.
3	<p>Enter Proposed Recovery Measure(s) including Quantity, Units, Unit Cost, and Total Amount Cost.</p> <p>Enter sum of all Proposed Recovery Measure Costs to calculate Total Costs. Enter Total Installation Costs in Section 1F.</p> <p>The Engineering Cost Estimate must be completed for each alternative considered. Attach additional sheets as necessary.</p>	

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Section	Explanation of Requested Item	Who Completes
4	This section is used to determine the Funding Priority for the preferred alternative and sequence for initiating recovery measures. Enter Yes/No for questions 1 through 4 and enter the number (exigency 1, serious threat to human life 2, etc.) in the right column, Ranking Number Plus Modifier. Complete the Modifier portion by placing the alphabetic indicator a. through f. in the Modifier column. Complete the Ranking Number Plus Modifier column by entering the alphabetic indicator(s) that exists within the site. The number of the site designates the priority (e.g., a site with a designation of 2 is a higher priority than a site with a designation of 3). The modifiers increase the priority for the same numeric site (e.g., a site with a designation of 1a, would be a higher priority than a site with a designation of 1, a site with a designation of 2bc would be a higher priority than a site designated as 2b). Enter the Funding Priority in Section 1A.	NRCS completes with voluntary assistance from Sponsor.
5	Enter the Findings, Rationale Supporting Findings, NRCS Representative signature and Comments, and Concurrence signature by the Sponsor(s).	NRCS completes.
5A	Indicate the preferred alternative and check the applicable finding being made. The NRCS Representative signs indicating the Finding selected. If the proposed action was adequately addressed in the PEIS, check all appropriate chapter paragraphs.	
5B	Enter any additional Comments.	
5C	Sponsor(s) signature indicating review and concurrence.	Sponsor(s) signature.
6	Include attachments for location map, site sketch or plan and other information as needed.	NRCS completes with voluntary assistance from Sponsor.

Attachment 1

DSR- Summary of Effects Identified in the EWP Programmatic EIS

(5.2.2.1.2) Restore Hydraulic Capacity (Debris removal)

- 1) Create access
 - a. ↓ vegetation
 - b. ↑ soil compaction
 - c. ↓ infiltration
 - d. ↑ soil erosion
 - e. ↓ streambank stability
 - f. ↑ turbidity

- 2) Dewater
 - a. ↓ aquatic life
 - b. ↓ spawning habitat
 - c. ↓ invertebrate attachment surfaces
 - d. ↓ plunge pool/ habitats
 - e. ↓ fish recruitment, mortality, species composition, T&E fish species if present
 - f. ↓ wetland quality
 - g. ↑ turbidity

- 3) Use heavy equipment/ grading and shaping
 - a. ↓ vegetative cover
 - b. ↑ flow velocity
 - c. ↓ infiltration
 - d. ↑ soil erosion
 - e. ↑ turbidity
 - f. alter channel morphology by ↑ compaction
 - g. ↑ temperature
 - h. ↓ dissolved oxygen
 - i. ↓ aquatic biota such as vegetation, and immotile or slow moving species
 - j. ↑ pollutants (petroleum, oil, lubricants (POLs)
 - k. ↑ fertilizers, pesticides, and other chemicals

- 4) Revegetation
 - a. ↓ soil erosion
 - b. ↓ turbidity
 - c. ↓ stream temperature

- 5) Dispose of debris [\(5.2.2.1.3\)](#)
 - a. Haul off-site
 - i. ↑ compaction
 - ii. ↑ erosion
 - iii. ↓ effects on stream habitat
 - iv. ↓ wetland filling

 - b. Burn on-site
 - i. ↑ air pollution
 - ii. ↑ pH
 - iii. ↑ stream temperature
 - iv. ↑ wetland filling
 - v. ↓ habitat quality
 - vi. ↓ fish and invertebrates

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- c. Burn off-site
 - i. ↑ air pollution
 - ii. ↑ site disturbance
 - iii. ↓ chemical and biological effects
 - iv. ↓ wetland filling
 - v.
- d. Bury on-site
 - i. ↑ short term site disturbance
 - ii. ↑ short term erosion
 - i. ↑ wetland filling
 - ii. ↓ habitat quality
- e. Bury off-site
 - i. ↑ site disturbance
 - ii. ↓ effects on habitat and benthic habitat
 - iii. ↓ wetland filling

5.2.2.2.2 Streambank Protection

- 1) Create access
 - a. ↓ vegetation
 - b. ↑ soil compaction
 - c. ↓ infiltration
 - d. ↑ soil erosion
 - e. ↓ streambank stability
 - f. ↑ turbidity ST
 - g. ↓ habitat quality
- 2) Dewater
 - a. ↓ aquatic life
 - i. ↓ spawning habitat
 - ii. ↓ invertebrate attachment surfaces
 - iii. ↓ plunge pool/ habitats
 - iv. ↓ fish recruitment, mortality, species composition, T&E fish species if present
 - b. ↓ wetland quality
 - c. ↑ turbidity
- 3) Use heavy equipment/ grading and shaping
 - a. ↓ vegetative cover
 - b. ↑ soil compaction
 - c. ↑ runoff
 - d. ↑ flow velocity
 - e. ↓ infiltration
 - f. ↑ soil erosion
 - g. ↑ bank erosion
 - h. ↑ turbidity ST
 - i. ↑ input of nutrients
 - j. alter channel morphology by ↑ compaction
 - k. ↓ formation of wetlands (onsite and downstream)
 - l. ↓ resident biota
 - m. ↑ temperature ST
 - n. ↓ dissolved oxygen ST / ↑ dissolved oxygen LT
 - o. ↓ aquatic biota such as vegetation, and immotile or slow moving species
 - p. ↑ pollutants (petroleum, oil, lubricants (POLs))

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- q. ↑ fertilizers, pesticides, and other chemicals
- 4) Borrow of materials
 - a. ↓ effectiveness of floodplains
 - b. ↑ weakened streambanks
- 5) Installation of structural practices
 - a. ↓ vegetative cover
 - b. ↑ flow velocity
 - c. ↓ infiltration
 - d. ↑ soil erosion ST / ↓ soil erosion LT
 - e. ↑ turbidity ST / ↓ turbidity LT
 - f. alter channel morphology by ↑ compaction
 - g. ↑ temperature
 - h. ↓ dissolved oxygen
 - i. ↓ aquatic biota such as vegetation, and immotile or slow moving species
 - j. ↑ pollutants (petroleum, oil, lubricants (POLs))
 - k. ↑ fertilizers, pesticides, and other chemicals
 - l. ↓ riparian and aquatic vegetation
 - m. ↑ natural flow regimes*
 - n. ↑ dissolved oxygen*
 - o. ↑ turbulence*
 - p. ↑ habitat quality*
 - q. ↓ turbidity*
 - r. ↓ time of installation*
 - s. ↓ erosion*
 - t. ↓ pollutants*
- 6) Revegetation
 - a. ↓ soil erosion
 - b. ↓ turbidity
 - c. ↓ sedimentation*
 - d. ↓ stream temperature

* [5.2.3.1.2](#) Effects of streambank repair using Rosgen methods

[5.2.2.3.2 Dam, dike, and levee repair or removal](#)

- 1) Create access
 - a. ↓ vegetation
 - b. ↑ soil compaction
 - c. ↓ infiltration
 - d. ↑ soil erosion
 - e. ↓ streambank stability
 - f. ↑ turbidity
- 2) Dewater
 - a. ↓ aquatic life
 - i. ↓ spawning habitat
 - ii. ↓ invertebrate attachment surfaces
 - iii. ↓ plunge pool/ habitats
 - iv. ↓ fish recruitment, mortality, species composition, T&E fish species if present
 - v. ↓ wetland quality
 - vi. ↑ turbidity

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- 3) Install armor
 - a. ↓ vegetative cover
 - b. ↑ flow velocity
 - c. ↓ infiltration
 - d. ↑ soil erosion ST / ↓ soil erosion LT
 - e. ↑ turbidity ST / ↓ turbidity LT
 - f. alter channel morphology by ↑ compaction
 - g. ↑ temperature
 - h. ↓ dissolved oxygen
 - i. ↓ aquatic biota such as vegetation, and immotile or slow moving species
 - j. ↑ pollutants (petroleum, oil, lubricants (POLs))
 - k. ↑ fertilizers, pesticides, and other chemicals
 - l. ↓ riparian and aquatic vegetation

- 4) Grade, shape, and re-vegetate affected streambanks by seeding or planting
 - a. ↓ vegetative cover
 - b. ↑ flow velocity
 - c. ↓ infiltration
 - d. ↑ ponding of water
 - e. ↓ soil productivity
 - f. ↑ soil erosion
 - g. ↑ turbidity
 - h. alter channel morphology by ↑ compaction
 - i. ↑ temperature
 - j. ↓ dissolved oxygen
 - k. ↓ aquatic biota such as vegetation, and immotile or slow moving species
 - l. ↑ pollutants (petroleum, oil, lubricants (POLs))
 - m. ↑ fertilizers, pesticides, and other chemicals

- 5) Fill/ excavation
 - a. ↑ run-off
 - b. ↓ aquatic habitat and biota
 - c. ↑ sediment in riffles
 - d. ↑ turbidity
 - e. ↓ migration patterns of salmonids

5.2.2.4.3 Protecting structures in floodplains

- 1) Create access
 - a. ↓ vegetation
 - b. ↑ soil compaction
 - c. ↓ infiltration
 - d. ↑ soil erosion
 - e. ↓ streambank stability
 - f. ↑ turbidity

- 2) Dewater
 - a. ↓ aquatic life
 - i. ↓ spawning habitat
 - ii. ↓ invertebrate attachment surfaces
 - iii. ↓ plunge pool/ habitats
 - iv. ↓ fish recruitment, mortality, species composition, T&E fish species if present
 - v. ↓ wetland quality
 - vi. ↑ turbidity

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- 3) Use heavy equipment/ grading and shaping
 - a. ↓ vegetative cover
 - b. ↑ flow velocity
 - c. ↓ infiltration
 - d. ↑ soil erosion
 - e. ↑ turbidity
 - f. alter channel morphology by ↑ compaction
 - g. ↑ temperature
 - h. ↓ dissolved oxygen
 - i. ↓ aquatic biota such as vegetation, and immotile or slow moving species
 - j. ↑ pollutants (petroleum, oil, lubricants (POLs))
 - k. ↑ fertilizers, pesticides, and other chemicals
 - l.
- 4) Revegetation
 - a. ↓ soil erosion
 - b. ↓ turbidity
 - c. ↓ stream temperature
- 5) Dispose of debris [\(5.2.2.1.3\)](#)
 - a. Haul off-site
 - i. ↑ compaction
 - ii. ↑ erosion
 - iii. ↓ effects on stream habitat
 - iv. ↓ wetland filling
 - b. Burn on-site
 - i. ↑ air pollution
 - ii. ↑ pH
 - iii. ↑ stream temperature
 - iv. ↑ wetland filling
 - v. ↓ habitat quality
 - vi. ↓ fish and invertebrates
 - c. Burn off-site
 - i. ↑ air pollution
 - ii. ↑ site disturbance
 - iii. ↓ chemical and biological effects
 - iv. ↓ wetland filling
 - v.
 - d. Bury on-site
 - i. ↑ short term site disturbance
 - ii. ↑ short term erosion
 - iii. ↑ wetland filling
 - iv. ↓ habitat quality
 - e. Bury off-site
 - i. ↑ site disturbance
 - ii. ↓ effects on habitat and benthic habitat
 - iii. ↓ wetland filling
- 6) Borrow of materials
 - a. ↓ effectiveness of floodplains
 - b. ↑ weakened streambanks
- 7) Installation of structural practices

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- a. ↓ vegetative cover
- b. ↑ flow velocity
- c. ↓ infiltration
- d. ↑ soil erosion ST / ↓ soil erosion LT
- e. ↑ turbidity ST / ↓ turbidity LT
- f. alter channel morphology by ↑ compaction
- g. ↑ temperature
- h. ↓ dissolved oxygen
- i. ↓ aquatic biota such as vegetation, and immotile or slow moving species
- j. ↑ pollutants (petroleum, oil, lubricants (POLs)
- k. ↑ fertilizers, pesticides, and other chemicals
- l. ↓ riparian and aquatic vegetation

8) Revegetation

- a. ↓ soil erosion
- b. ↓ turbidity
- c. ↓ stream temperature

5.2.2.5.2 Protecting watershed uplands (Critical area treatment)

1) Preparing sites

- a. ↑ soil compaction ST
- b. ↓ vegetation

2) Seeding, or planting

- a. ↓ erosion LT
- b. ↑ habitat quality LT
- c. ↑ water flow LT
- d. ↓ Sedimentation

3) Applying fertilizers, additives, or ground cover, check dams, protection of roads, installing drains, upland diversions, outlet structures, soil compaction

- a. ↓ soil stability ST
- b. ↓ erosion
- c. ↓ sedimentation
- d. ↑ water flow LT

4) Installing drains

- a. alter channel course or profile

5.2.3.2.2 Restore agricultural use to floodplains

1) Deep tilling

- a. no effect

2) Sediment removal

- a. ↑ Introduce erodible soils
- b. ↑ sedimentation
- c. ↑ turbidity
- d. ↓ habitat
- e. ↓ channel structure

5.2.3.3.2 Upland debris removal (Tornado debris removal)

1) Create access

- a. ↓ vegetation

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- b. ↑ soil compaction
 - c. ↓ infiltration
 - d. ↑ soil erosion
 - e. ↓ streambank stability
 - f. ↑ turbidity
 - g.
- 2) Use heavy equipment
- a. ↓ erosion LT
 - b. ↑ habitat quality LT
 - c. ↑ water flow LT
 - d. ↓ soil stability ST
 - e. ↓ erosion
 - f. ↓ sedimentation
 - g. ↑ water flow LT

Legend:

↑ - indicates increase in the identified element

↓ - indicates decrease in the identified element

ST = short-term effect

LT = long-term effect

Additional effects information can be found in Appendix B flow charts, EWP Final PEIS, (December 2004)

SAMPLE LETTER FROM SPONSOR REQUESTING EWP ASSISTANCE – ON OFFICIAL LETTERHEAD

**TOWN OF NEW CONNECTICUT
TOWN HALL, 11 MAIN STREET
NEW CONNECTICUT, CT 06000**

JANE A. BROWN
FIRST SELECTMAN

TEL: (860) 555-1234
FAX: (860) 555-4321

February 1, 2013

Lisa Coverdale, State Conservationist
USDA, Natural Resources Conservation Service
344 Merrow Road, Suite A
Tolland, CT 06084-3917

Dear Ms. Coverdale,

The Town of New Connecticut hereby requests federal assistance under the provisions of Section 403, Agricultural Credit Act of 1978, to pay for all related repairs and damage caused during the storm of October 29, 2012. We are requesting assistance in the repair and stabilization of approximately 250 lineal feet of the Noname River. The work will provide protection of the existing subsurface sewage disposal system located at 22 Main Road adjacent to the River, and further help to prevent the potential pollution of the River with sewage waste. Additionally, the work would prevent the continuation of serious erosion of several properties within this location.

The Town does not have sufficient funds to do the repairs, and no other funds are available at this time. We can furnish labor and limited equipment for piling materials, access and site cleanup. We understand that as a Sponsor of this project we are required to provide a minimum of 25% of the total installation costs as cash or in-kind services. Any assistance you can provide will be greatly appreciated.

Sincerely,

Jane A. Brown
First Selectman

**COOPERATIVE AGREEMENT
(#)**

between the

**UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE (NRCS)**

and

(Sponsors Name)

**PROJECT: (Sponsor's Name) (FY) Emergency Watershed Protection (EWP) Project (#) –
Technical and Financial Assistance**

I. AUTHORITY

A. Code of Federal Regulations, Title 7: Agriculture, Part 624-Emergency Watershed Protection, paragraph 624.8(c) authorizes NRCS to enter into a cooperative agreement with a sponsor.

B. For purposes of this agreement, "sponsor" refers to Name and State and is defined in 7 CFR 624.4(g) as: "Project sponsor means a State government or a State agency or a legal subdivision thereof, local unit of government, or any Native American tribe or tribal organization as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450b), with a legal interest in or responsibility for the values threatened by a watershed emergency; is capable of obtaining necessary land rights; and is capable of carrying out any operation and maintenance responsibilities that may be required."

II. PURPOSE

A. The purpose of this agreement is to provide financial assistance to Sponsor to implement emergency recovery measures. The damage was caused by unusually heavy runoff in spring of (year) and storms that continued well into the summer of that year. Defined sites and work to be completed will be agreed to in discussions between the County and NRCS once work requirements are analyzed and estimated repair costs determined.

B. This agreement provides NRCS financial assistance to the County as follows:

1. Funds in the amount of \$3,500,000.00 are for on-the-ground construction work (up to 75% of total construction costs). Total construction costs are estimated to be \$4,666,666.00 Sponsor's name is responsible for 25% of these costs or \$1,166,666.00 in either direct cash expenditures by the County or the value of in-kind materials and/or services.

2. This agreement also provides NRCS financial assistance to the County of up to \$350,000.00 for technical and administrative costs directly charged to the project. This amount,

\$350,000.00, is an estimate. Amount allowable is typically 10% of the FA funds actually expended. TA funding for the agreement may be insufficient to cover all costs and require the County to contribute resources to fully complete all necessary TA work.

NOTE: The County is prohibited from using federal funds as any portion of the cost-share requirement. Funds are considered federal in origin if disbursed directly to the County by a federal government agency or indirectly through another entity. For example, federal funding to a state agency passed by the state to a county and from the county to a city is considered to be federal in origin by the state, the county, and the city. Neither the state, county, nor city could count the federal funds as a cost-share contribution.

III. BENEFITS

NRCS funding will be used to implement emergency recovery measures, providing immediate benefits to County residents and long-term benefits to the general public in protection of the watershed.

IV. ATTACHMENTS TO AGREEMENT

The following attachments are incorporated into the agreement:

Attachment A: Plan of Work

Attachment B: General Terms and Conditions for Grants and Cooperative Agreements

Attachment C: Required Contract Clauses and Bonding Requirements

Attachment D: NRCS Supplement to OSHA Parts 1910 and 1926

Attachment E: 7 CFR Part 624, Emergency Watershed Protection Program

Attachment F: 7 CFR 3016.36, Procurement

Attachment G: The following Standard Forms submitted by the County:
SF 424 – Application for Federal Assistance
SF 424C Budget Information Construction Programs
SF 424D Assurances – Construction Programs

Attachment H: Quarterly Accrual Report Format

V. TERM OF THE AGREEMENT

This agreement, signed by the NRCS State Conservationist, is effective on the date of obligation of funds and continues in full force and in effect through (**expiration date**). The agreement may be amended to extend the date. Requests from the County to the NRCS State Conservationist, (name), to extend the term of the agreement must be submitted in writing 60 days prior to the expiration date of the agreement and/or amendments and include a justification documenting the need for the extension.

VI. CONTACT INFORMATION

(Sponsor's Name)	NRCS (State)
<u>Project Manager</u>	<u>Project Manager</u>
(Name)	(Name)
(Title)	(Title)
(Sponsor)	(Agency Name)
(Address)	(Address)
(Address)	(Address)
Phone:	Phone:
Cell:	Cell:
Fax:	Fax:
Email:	Email:
<u>Financial Contact</u>	<u>Administrative Contact</u>
(Name)	(Name)
(Title)	(Title)
(Sponsor's Name)	(Agency Name)
(Address)	(Address)
(Address)	(Address)
Phone:	Phone:
Fax:	Fax:
Email:	Email:

VII. RESPONSIBILITIES AND OBLIGATIONS:

A. (Sponsor's Name) will:

1. **Construction Plan** - (Sponsor's Name) and NRCS will evaluate damage and jointly determine priority sites and the most effective measures to be implemented with the funding available. Identified sites are listed in the attached Plan of Work.

a. The County will design and write specifications, solicit, evaluate, award, and manage the construction contract(s) for on-the-ground construction.

b. Construction documents will include USDA bonding requirements and construction clauses (reference attachment) and the NRCS Supplement to OSHA Parts 1910 and 1926 (reference attachment).

c. The (Sponsor's Name) will adhere to procurement policies of the Code of Federal Regulations, Section 7, 3016.36 (7 CFR 3016.36) entitled "Procurement" (see attachment).

d. The (Sponsor's Name) will comply with the General Terms and Conditions for Grants and Cooperative Agreements (see attachment).

2. **Funding and Cost-Share** - NRCS funding for this project is provided to the County in two separate NRCS funding accounts. In order for funds to be expended according to NRCS program requirements, the County must account for expenditures separately. Following is a description of the accounts:

a. The **technical assistance (TA)** funds (\$) may be expended for items such as:

(1) Costs for developing the design and specifications and conducting inspections.

(2) Costs for developing and issuing a solicitation(s) for construction, evaluating offers, and awarding a construction contract (using NRCS developed project design and specifications).

(3) Costs of administering and managing the County's construction contract .

(4) Other administrative costs such as verifying invoices, record keeping, and accounting for County resources expended for the project.

(5) NRCS is obligating TA funding of \$. This amount should be sufficient to cover all actual TA costs as described above. Upon receipt of the final SF-270 for the project, unexpended TA funding will be deobligated by NRCS to be reallocated to other nationwide EWP program projects.

b. The **financial assistance (FA)** funds (up to \$) are exclusively for actual allowable costs of on-the-ground construction. Total construction cost of the project is estimated to be \$.

(1) NRCS is obligating FA funding of \$to the County for up to 75 percent of total actual allowable on-the-ground construction costs.

(2) The County is responsible for cost-sharing 25 percent of total actual on-the-ground construction costs (estimated to be \$). The County's contribution may be comprised of County funds, the value of in-kind labor, materials, use of equipment, etc.

(3) Once the project is completed and all requests for reimbursement submitted, any excess funding remaining in the agreement (over and above the NRCS commitment of up to 75 percent of actual construction costs and within the not-to-exceed amount) will be deobligated from the agreement.

NOTE: EWP program rules prohibit NRCS from reimbursing the County for work performed prior to award date of this agreement (date agreement, signed by NRCS State Conservationist, is obligated).

3. **Pre-Construction Notification** - Prior to beginning any on-the-ground construction work, the County will review the following items and contact the NRCS Project Manager, when necessary, to ensure any concerns relative to the following requirements have been addressed and resolved:

a. **Real Property Rights** - NRCS Form ADS-78 and attorney's opinion have been submitted to NRCS (see paragraph 5 below).

b. **Permits** - All Federal, State, and local permits have been applied for and received (see paragraph 5 below).

c. **Endangered Species Act Compliance** - County agrees to implement avoidance and minimization measures and conservation measures identified for threatened and endangered species through consultation under Section 7 of the Endangered Species Act (see paragraph 8 below).

d. **National Historic Preservation Act Compliance** – Construction contract awarded by the County incorporates all cultural resource requirements as determined by NRCS (see paragraph 7 below).

e. **National Environmental Protection Act Compliance** – The County is responsible for NEPA compliance (see paragraph 6 below)

f. **Quality Assurance and Inspection Staffing Plan** – the plan, developed by NRCS, is acceptable to the County.

g. **Operations and Maintenance Plan** – the plan, developed by NRCS, is acceptable to the County. The County is responsible for 100 percent of operations and maintenance costs upon completion of the project.

4. **Real Property Rights** – Secure real property rights. The County will submit a completed ADS-78 form, Assurances Relating to Real Property Acquisition, to the NRCS Program Manager. An attorney's opinion must be attached to the form certifying an examination of the real property instruments and files was made and found to provide adequate land title, rights, permission and authority for the purpose(s) of the project. **All costs relative to obtaining property rights will be borne by the County. In accordance with EWP program regulations, NRCS cannot pay for these costs nor can they be counted as a cost-share contribution by the County.**

5. **Permits** - Ensure all applicable Federal, State, and local permits are obtained and work is performed in accordance with permit requirements. **All costs relative to obtaining required permits will be borne by the County. In accordance with EWP program regulations, NRCS cannot pay for these costs nor can they be counted as a cost-share contribution by the County.**

6. **National Environmental Protection Act Compliance (NEPA)** - The County is responsible for compliance with all NEPA requirements. **The County Project Manager must review the DSR prior to starting construction and comply with NEPA restrictions identified in the DSR. For questions related to NEPA compliance, contact (Name & Title), at (Phone Number) or (email address).**

7. **National Historic Preservation Act Compliance** – Construction contracts awarded by the County must incorporate all cultural resource requirements as determined by NRCS. **If the County has not been contacted by NRCS prior to starting construction, the County Project Manager must contact (Name & Title), at (Phone Number), (email address), or in writing, to verify that the County has taken all required action. Correspondence via email message to Andrew is acceptable.**

8. **Endangered Species Act Compliance** – The County is responsible for compliance with the Endangered Species Act including implementation of U.S. Fish and Wildlife avoidance and minimization measures and conservation measures identified for threatened and endangered species. **The County Project Manager must review the DSR prior to starting construction and comply with ESA restrictions identified in the DSR. For questions related to TSA, contact (Name & Title), at (Phone Number) or (email address).**

9. **Construction Contract(s)** - Solicit, evaluate, award, and manage construction contract(s) in accordance with established County procurement policy and all applicable State and Federal laws and regulations. **Reference 7 CFR 3016.36, section entitled “Procurement” for procurement requirements, including required construction contract clauses and bonding requirements.** 7 CFR 3016 is accessible online at: (**website**), scroll down to “Regulations” and select 7 CFR 3016.

10. **Safety** - All contractors on NRCS assisted projects are required to perform their work in accordance with OSHA regulations, NRCS Supplement to OSHA Parts 1910 and 1926, and the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). The County is responsible for periodically checking the contractor’s compliance. The County will notify NRCS of all accidents and/or injuries that occur on the NRCS assisted project.

- The NRCS Supplement to OSHA Parts 1910 and 1926 is included as an attachment to this agreement.

11. **Engineering and Construction Performance** –

a. Ensure individuals and/or organizations providing engineering services employ a licensed professional engineer who directly supervises the staff performing the services or who serves as a Principal.

b. Ensure any designs, drawings and specifications submitted for a functional review to NRCS State Conservation Engineer, (**Name**), meet NRCS standards and are sealed by a licensed engineer. The documents will be certified as follows: **“To the best of my professional knowledge, judgment and belief, these plans (or this report, etc.) meet applicable NRCS standards.”** This certification statement will be signed and sealed by the licensed professional engineer. The (State) NRCS Engineering website address is: (**website**). Contact the NRCS State Engineer if you have difficulty accessing the site. Contact information:

(Name)
(Title)
(Address)
(Address)
Phone:
Cell:
Email:

c. Agree that NRCS engineering staff will perform only a functional review of the design and specifications. A functional review shall consist of the following (as defined in NRCS National Engineering Manual (NEM) 505.03(b)(3). :

- (1) Achieves the objectives of the plan and program(s);
- (2) Meets the criteria in the applicable practice standards;
- (3) Complies with the applicable State and Federal programs;

- (4) Includes a design report addressing hydrology, hydraulics, and sedimentation, as applicable;
- (5) Includes an Inspection Plan and Operation and Maintenance Plan; and,
- (6) Does not require a technical review as defined in NEM 511.05.

NRCS shall provide feedback in writing to the County if items of concern are discovered in the functional review. The NEM website is: <http://www.info.usda.gov/CED/ftp/CED/NEM.html>.

NOTE: Designs and/or specifications that, upon cursory review by NRCS, appear to be unacceptable will be returned to the County for revision without further review by NRCS. The County bears the responsibility for ensuring that contracted architectural and engineering firms possess the skills required to successfully and efficiently perform the project work and that payment is made only for work performed in producing acceptable products.

d. All construction will be performed in compliance with:

- (1) County developed design and specifications.
- (2) NRCS standards.
- (3) Requirements of all necessary local, State, and Federal permits.

The County is responsible for securing all permits and complying with permit requirements.

12. **Notification of Significant Events** - Immediately notify the NRCS Project Manager of events that impact the project. Such events include problems, delays, and adverse or differing site conditions that will materially impair continuation of the project.

13. **Operations and Maintenance** – Write the Operations and Maintenance Plan, submit it to NRCS for review, and conduct required operation and maintenance as described in the reviewed Operations and Maintenance Plan. The County is responsible for all operation and maintenance costs.

14. **Excess costs** - Accept all financial and other responsibility for excess costs resulting from failure of the County to obtain, or delay in obtaining, adequate land and water rights, permits, and licenses needed for the emergency watershed protection measures.

15. **Deficient Construction Services** - Accept liability for any damage and any additional construction costs to others to correct problems arising during or after construction resulting from deficient construction services performed by or through the County.

16. **Deviations from Certified Design** – The County will obtain NRCS concurrence, in writing, for any deviations from the County's design and specifications. Every attempt will be made to contact NRCS for verbal concurrence of minor deviations and corrections that become necessary during construction; however, construction should not be delayed to await approval **unless there is reasonable doubt on the part of the County that the change will be unacceptable to NRCS. All minor changes and corrections, regardless of whether NRCS was verbally contacted or not, will be documented by the County in writing and submitted to the NRCS Project Manager and Administrative Contact within 24 hours of occurrence.**

17. **Removal or Relocation of Utilities** – The County will arrange and pay for any necessary location, removal, or relocation of utilities; **EWP program regulations prohibit**

NRCS from reimbursing the County or otherwise paying for any such costs nor do the costs qualify as a County cost-share contribution.

18. **Weekly Progress Reports** - Once a week, throughout the duration of construction or other EWP activities, digital images documenting construction progress will be submitted to the NRCS Project Manager and NRCS Administrative Contact identified in the "Contact" section of the agreement. **Photos will be accompanied by a narrative progress report documenting construction progress during the week.** Submission via e-mail is acceptable.

19. **Digital Photographic Diary/Documentation** -

a. Upon completion of the project, the County will provide photographs in digital format (.jpeg) on a CD to both the NRCS Project Manager and Administrative Contact. The photographic documentation should be a complete diary of activities from preconstruction through final inspection.

b. A set of final photos should be made of all completed project sites and should be taken from similar vantage points as the original pre-construction photos. Photos should be taken daily of construction activities and should show construction methods, subsurface materials encountered, construction problems as well as problem solutions, and any damages incurred during construction either natural or manmade.

20. **Increased Level of Protection** - If the County desires to increase the level of protection over and above that described in the NRCS Damage Survey Report (DSR), the County will be responsible for paying 100 percent of the costs of any unapproved and unfunded upgrade or additional work.

21. **Unforeseen events** - Events may occur that have significant impact upon the project. In such cases, the County must inform the NRCS Project Manager either (1) verbally, if the issue is time-sensitive, with a written notice documenting the conversation submitted to NRCS within 24 hours of occurrence; or (2) if the issue is not time-sensitive, in writing, as soon as the following types of conditions become known:

a. Problems, delays, or adverse conditions which will materially impair the County's ability to meet the objective of the award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.

b. Favorable developments which enable meeting time schedules and objectives sooner or for less cost than anticipated or producing more beneficial results than originally planned.

22. **As-built Drawings** - Complete as-built drawings for the project. A copy of the as-built drawings will be submitted to the County's project manager.

23. **Requesting Reimbursement and Financial Reporting** – Reference "Payments" section in attachment entitled "General Terms and Conditions" .

24. **Nondiscrimination Requirements** - Recipients of Federally-Assisted Programs are required to post the following notice in their offices and include, in full, on all materials regarding this project that are produced by the recipient for public information, public education, or public distribution:

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability.

To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer."

25. **Performance Reports** - In accordance with 7 CFR 3015.92, because this is a construction project, on-site technical inspections and certified percentage-of-completion data will be used to monitor progress. No written performance reports will be required.

26. **Accrual Reports** - NRCS requires quarterly accrual information. An accrual is the value of the work you have performed or will perform in cooperation with NRCS but for which you have not yet submitted an SF-270. Please complete the Accrual Information form (Attachment E) and submit it to the address below no later than 15 days prior to the end of the quarter (submit by March 15, June 15, September 15, and December 15). The U.S. Congress relies on audits of financial statements, including accrual information, to determine future funding amounts for NRCS on-going and new projects and programs.

Submit the accrual report to:

(Name & Title)

(Address)

(Address)

(Address)

Reports may also be faxed to, Attention (Name) or emailed to (email address).

27. The County will conduct all procurement activities in a manner that provides, to the maximum extent possible, free and open competition.

28. The County is responsible, without recourse to NRCS or USDA, for the settlement and satisfaction of all contractual and legal issues arising out of arrangements entered into between the County and others to carry out approved project activities. Matters concerning violation of law should be referred to the federal, state, or local authority having proper jurisdiction.

29. NRCS cannot reimburse the County for construction work performed prior to award date of this agreement (date of signature by NRCS State Conservationist).

30. Should inconsistencies arise between language in the agreement and the plan of work, the language in the agreement takes precedence.

31. The Federal Travel Regulations will serve as a guideline for any travel performed under this agreement.

B. NRCS will:

1. Contribute up to (\$) in financial assistance (construction) funds toward expenses for the project and (\$) in technical/administrative assistance funding. Funds will be expended as explained in this agreement.

2. Develop and write the Damage Survey Report (DSR). A copy of the report will be submitted to the (Sponsor's Name) Project Manager.

3. Complete all necessary NEPA and cultural resources documentation.

4. Provide a functional review of the County's design and specifications.

5. Review the Operations and Maintenance Plan for the project developed by the County. All expenses for operations and maintenance are the responsibility of (Sponsor's Name).

6. Upon receipt of a properly completed SF-270, Request for Advance or Reimbursement, and requested proper supporting documentation, assess description of work completed relative to allowable funds requested and, if request is reasonable, approve and process payment to the County. In the event there are questions regarding the SF-270 and supporting documentation, NRCS will contact the County in a timely manner to resolve concerns.

VIII. AMENDMENTS, CHANGES, AND TERMINATION

See General Terms and Conditions incorporated into the agreement as an attachment.

IX. APPROVAL

The United States Department of Agriculture, Natural Resources Conservation Service and (Sponsor's Name) execute this agreement as of the date of final signature by USDA/NRCS on NRCS-ADS-093 form, Notice of Grant and Agreement Award. The signatories represent that each is duly authorized to bind their respective organization to the terms of this agreement. By signing the NRCS-ADS-093 form, the County assures USDA that the program or activities provided for under this agreement will be conducted in compliance with all applicable Federal civil rights laws, rules, regulations, and policies.

**COOPERATIVE AGREEMENT
(#)**

between the

**UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE (NRCS)**

and

(Sponsor's Name) (County)

**PROJECT: (Sponsor's Name FY12 Emergency Watershed Protection (EWP) Project (#)
– Technical Assistance**

I. AUTHORITY:

A. Code of Federal Regulations, Title 7: Agriculture, Part 624-Emergency Watershed Protection, paragraph 624.8(c) authorizes the Natural Resources Conservation Service (NRCS) to enter into a cooperative agreement with a sponsor.

B. For purposes of this agreement, "sponsor" refers to (Sponsor's Name), and is defined in 7 CFR 624.4(g) as: "Project sponsor means a State government or a State agency or a legal subdivision thereof, local unit of government, or any Native American tribe or tribal organization as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450b), with a legal interest in or responsibility for the values threatened by a watershed emergency; is capable of obtaining necessary land rights; and is capable of carrying out any operation and maintenance responsibilities that may be required."

C. The principal role of NRCS in this project is to oversee the technical assistance support provided by NRCS to (Sponsor's Name). As project owners, the (Sponsor's Name) is responsible for all aspects of the project, including the design, specifications, construction, quality control and assurance, inspection and ongoing operation and maintenance of the project once it is completed.

II. PURPOSE

A. The purpose of this agreement is to provide technical assistance funding to (Sponsor's Name) to implement emergency recovery measures. The damage was caused by unusually heavy runoff in spring of 2011 and storms that continued well into the summer of that year. Defined sites and work to be completed will be agreed to in discussions between the Sponsor and NRCS once work requirements are analyzed and estimated repair costs determined.

B. The NRCS EWP Program may provide both technical and financial assistance to a sponsor. This agreement encompasses **only** the technical assistance portion of the project. NRCS will award a second agreement, number, for the financial assistance (actual construction phase) of the project.

1. NRCS technical assistance funding of (\$) is obligated to the (Sponsor's Name) for allowable costs of services such as:

- Administrative costs incurred in the solicitation, evaluation, award, and management of the construction contract(s)
- Project design, construction drawings and specifications
- Design report addressing items pertaining to: geology, geotechnical, structural, hydrology, hydraulics, and sedimentation as applicable
- Development of a Quality Assurance Plan
- Development of an Operations and Maintenance Plan
- Development of a Quality Assurance/ Inspection Plan

2. NRCS funding obligated for this agreement is not for costs incurred in the actual on-the-ground construction; those costs will be addressed in financial assistance agreement (#) between the Sponsor's Name) and NRCS.

3. In acceptance of this agreement, the (Sponsor's Name) acknowledges that NRCS funding of (\$) may be insufficient to cover all technical assistance costs and the County may need to contribute resources toward completion of the technical assistance tasks described in this agreement.

NOTE: A cost-share contribution is not required from the County for activities conducted under the terms of this technical assistance agreement; however, technical assistance funding is capped at (\$) unless revised through issuance of an amendment to this agreement, signed by both parties.

III. BENEFITS

NRCS funding will be used to implement emergency recovery measures, providing immediate benefits to County residents and long-term benefits to the general public in protection of the watershed.

IV. ATTACHMENTS TO AGREEMENT

The following attachments are incorporated into the agreement:

Attachment A: Plan of Work

Attachment B: General Terms and Conditions for Grants and Cooperative Agreements

Attachment C: Required Contract Clauses and Bonding Requirements

Attachment D: NRCS Supplement to OSHA Parts 1910 and 1926

Attachment E: 7 CFR Part 624, Emergency Watershed Protection Program

Attachment F: 7 CFR 3016.36, Procurement

Attachment G: The following Standard Forms submitted by the County:
SF 424 – Application for Federal Assistance
SF 424C Budget Information Construction Programs
SF 424D Assurances – Construction Programs

V. TERM OF THE AGREEMENT

This agreement when signed by the NRCS State Conservationist becomes effective and continues in full force and in effect through August 27, 2012. The agreement may be amended to extend the date. Requests from the Sponsor to the NRCS State Conservationist, to extend the term of the agreement must be submitted in writing 60 days prior to the expiration date of the agreement and/or amendments and include a justification documenting the need for the extension.

VI. CONTACT INFORMATION

(Sponsor's Name)	NRCS (State)
<u>Project Manager</u>	<u>Project Manager</u>
(Name)	(Name)
(Title)	(Title)
(Sponsor)	USDA Natural Resources Conservation Service
(Address)	(Address)
(Address)	(Address)
Phone:	Phone:
Cell:	Cell:
Fax:	Fax:
Email:	Email:
<u>Financial Contact</u>	<u>Administrative Contact</u>
(Name)	(Name)
(Title)	(Title)
(Sponsor)	USDA Natural Resources Conservation Service
(Address)	(Address)
(Address)	(Address)
Phone:	Phone:
Fax:	Fax:
Email:	Email:

VII. RESPONSIBILITIES AND OBLIGATIONS

A. (Sponsor's Name) will:

1. **Construction Plan** – (Sponsor’s Name) and NRCS will evaluate damage and jointly determine priority sites and the most effective measures to be implemented with the funding available. Proposed sites are listed in the attached Plan of Work. **Only sites identified in the NRCS Damage Survey Report(s) signed by both parties are NRCS approved sites. Work completed at other sites will not be reimbursed by NRCS.**

2. **Funding** - NRCS technical assistance (TA) funds of (\$) provided to the (Sponsor’s Name) upon award of this agreement may be expended for tasks such as:

(1) Costs for developing the design and specifications and conducting inspections.

(2) Costs for developing and issuing a solicitation(s) for construction, evaluating offers, and awarding a construction contract.

(3) Cost of administering and managing the County’s construction contract.

(4) Other administrative costs such as verifying invoices, recordkeeping, and accounting for County resources expended for the project.

b. In procuring services and materials, the (Sponsor’s Name) will adhere to procurement policies of the Code of Federal Regulations, Section 7, 3016.36 (7 CFR 3016.36) entitled “Procurement” (see attachment).

c. The County will comply with the General Terms and Conditions for Grants and Cooperative Agreements (see attachment).

3. **Pre-Construction Notification** - Prior to beginning any on-the-ground construction work, the County will review the following items and contact the NRCS Project Manager, when necessary, to ensure any concerns relative to the following requirements have been addressed and resolved:

a. **Real Property Rights** - NRCS Form ADS-78 and attorney’s opinion have been submitted to NRCS for each construction site. Only sites listed in the NRCS Damage Survey Report (DSR) signed by the County and NRCS are approved sites and therefore eligible for reimbursement by NRCS under the provisions of this agreement. (see paragraph below).

b. **Permits** - All Federal, State, and local permits have been applied for and received (see paragraph below).

c. **Endangered Species Act Compliance** - County agrees to implement avoidance and minimization measures and conservation measures identified for threatened and endangered species through consultation under Section 7 of the Endangered Species Act (see “Endangered Species Act Compliance” paragraph below).

d. **National Historic Preservation Act Compliance** – Construction contract awarded by the County incorporates all cultural resource requirements as determined by NRCS (see “National Historic Preservation Act Compliance” paragraph below).

e. **National Environmental Protection Act Compliance** – The County is responsible for compliance with NEPA restrictions identified in the NRCS Damage Survey Report for the project (see “National Environmental Protection Act Compliance” paragraph below).

f. **Quality Assurance and Inspection Staffing Plan** – Ensure NRCS has reviewed the plan.

g. **Operations and Maintenance Plan** – Ensure NRCS has reviewed the plan. The County is responsible for 100 percent of operations and maintenance costs upon completion of the project.

4. **Real Property Rights** – Secure property rights. The County will submit a completed ADS-78 form, Assurances Relating to Real Property Acquisition, to the NRCS Program Manager. An attorney’s opinion must be attached to the form certifying an examination of the real property instruments and files was made and found to provide adequate land title, rights, permission and authority for the purpose(s) of the project. **All costs relative to obtaining property rights will be borne by the County. In accordance with EWP program regulations, NRCS cannot pay for these costs nor can they be counted as a cost-share contribution by the County.**

5. **Permits** - Ensure all applicable Federal, State, and local permits are obtained and work is performed in accordance with permit requirements. **All costs relative to obtaining required permits will be borne by the County. In accordance with EWP program regulations, NRCS cannot pay for these costs nor can they be counted as a cost-share contribution by the County.**

6. **National Environmental Protection Act Compliance (NEPA)** - The County is responsible for compliance with all NEPA requirements. **The (Sponsor’s Name) Project Manager must review the NRCS DSR prior to starting construction and comply with NEPA restrictions identified in the DSR. For questions related to NEPA compliance, contact (Name & Title), , at (Phone Number) or (email address).**

7. **National Historic Preservation Act Compliance** – Construction contracts awarded by the County must incorporate all cultural resource requirements as determined by NRCS. **If the County has not been contacted by NRCS prior to starting construction, the County Project Manager must contact (Name & Title), at (Phone Number) or (email address), to verify that the County has taken all required action. Correspondence via email message to (First Name) is acceptable.**

8. **Endangered Species Act Compliance** – The County is responsible for compliance with the Endangered Species Act including implementation of U.S. Fish and Wildlife avoidance and minimization measures and conservation measures identified for threatened and endangered species. **The (Sponsor’s Name) Project Manager must review the DSR prior to starting construction and comply with ESA restrictions identified in the DSR. For questions related to TSA, contact Name & Title), at (Phone Number) or (email address).**

9. **Construction Contract(s)** - Solicit, evaluate, award, and manage construction contract(s) in accordance with established County procurement policy and all applicable State and Federal laws and regulations. **Reference 7 CFR 3016.36, section entitled “Procurement” for procurement requirements, including required construction contract clauses and bonding requirements.** 7 CFR 3016 is accessible online at: **(website)**, scroll down to “Regulations” and select 7 CFR 3016.

10. **Safety** - All contractors on NRCS assisted projects are required to perform their work in accordance with OSHA regulations, NRCS Supplement to OSHA Parts 1910 and 1926, and the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). The County is responsible for periodically checking the contractor's compliance. The County will notify NRCS of all accidents and/or injuries that occur on the NRCS assisted project. NRCS Supplement to OSHA Parts 1910 and 1926 is included as an attachment to this agreement.

11. **Engineering and Construction Performance** –

a. Ensure individuals and/or organizations providing engineering services employ a licensed professional engineer who directly supervises the staff performing the services or who serves as a Principal.

b. Ensure any designs, drawings and specifications submitted for a functional review to NRCS State Conservation Engineer, (Name), meet NRCS standards and are sealed by a licensed engineer. The documents will be certified as follows: **“To the best of my professional knowledge, judgment and belief, these plans (or this report, etc.) meet applicable NRCS standards.”** This certification statement will be signed and sealed by the licensed professional engineer. The (State) NRCS Engineering website address is: [http://www.\(ST\).nrcs.usda.gov/technical/engineering/index.html](http://www.(ST).nrcs.usda.gov/technical/engineering/index.html). Contact the NRCS State Engineer if you have difficulty accessing the site. Contact information:

(Name)
(Title)
Address
Phone:
Cell:
Email:

c. Agree that NRCS engineering staff will perform only a functional review of the design and specifications. A functional review shall consist of the following (as defined in NRCS National Engineering Manual (NEM) 505.03(b)(3). :

- (1) Achieves the objectives of the plan and program(s);
 - (2) Meets the criteria in the applicable practice standards;
 - (3) Complies with the applicable State and Federal programs;
 - (4) Includes a design report addressing hydrology, hydraulics, and sedimentation, as applicable;
 - (5) Includes an Inspection Plan and Operation and Maintenance Plan;
- and,
- (6) Does not require a technical review as defined in NEM 511.05.

NRCS shall provide feedback in writing to the County if items of concern are discovered in the functional review. The NEM website is: <http://www.info.usda.gov/CED/ftp/CED/NEM.html>.

NOTE: Designs and/or specifications that, upon cursory review by NRCS, appear to be unacceptable will be returned to the County for revision without further review by NRCS. The County bears the responsibility for ensuring that contracted architectural and engineering firms possess the skills required to successfully and efficiently perform the project work and that payment is made only for work performed in producing acceptable products.

d. All construction will be performed in compliance with:

(1) County developed design and specifications.

(2) NRCS standards.

(3) Requirements of all necessary local, State, and Federal permits.

The County is responsible for securing all permits and complying with permit requirements.

12. **Notification of Significant Events** - Immediately notify the NRCS Project Manager of events that impact the project. Such events include problems, delays, and adverse or differing site conditions that will materially impair continuation of the project.

13. **Operations and Maintenance** – Write the Operations and Maintenance Plan, submit it to NRCS for review, and conduct required operation and maintenance as described in the reviewed Operations and Maintenance Plan. The County is responsible for all operation and maintenance costs.

14. **Excess costs** - Accept all financial and other responsibility for excess costs resulting from failure of the County to obtain, or delay in obtaining, adequate land and water rights, permits, and licenses needed for the emergency watershed protection measures.

15. **Deficient Construction Services** – The County accepts liability for any damage and any additional construction costs to others to correct problems arising during or after construction resulting from deficient construction services performed by or through the County.

16. **Deviations from Certified Design** – The County will obtain NRCS concurrence, in writing, for any deviations from the County’s design and specifications. Every attempt will be made to contact NRCS for verbal concurrence of minor deviations and corrections that become necessary during construction; however, construction should not be delayed to await approval **unless there is reasonable doubt on the part of the County that the change will be unacceptable to NRCS. All minor changes and corrections, regardless of whether NRCS was verbally contacted or not, will be documented by the County in writing and submitted to the NRCS Project Manager and Administrative Contact within 24 hours of occurrence.**

17. **Removal or Relocation of Utilities** – The County will arrange and pay for any necessary location, removal, or relocation of utilities; **EWP program regulations prohibit NRCS from reimbursing the County or otherwise paying for any such costs nor do the costs qualify as a County cost-share contribution.**

18. **Weekly Progress Reports** - Once a week, throughout the duration of construction or other EWP activities, digital images documenting construction progress will be submitted to the NRCS Project Manager and NRCS Administrative Contact identified in the “Contact” section of the agreement. **Photos will be accompanied by a narrative progress report documenting construction progress during the week.** Submission via e-mail is acceptable.

19. **Digital Photographic Diary/Documentation** -

a. Upon completion of the project, the County will provide photographs in digital format (.jpeg) on a CD to both the NRCS Project Manager and Administrative Contact. The

photographic documentation should be a complete diary of activities from preconstruction through final inspection.

b. A set of final photos should be made of all completed project sites and should be taken from similar vantage points as the original pre-construction photos. Photos should be taken daily of construction activities and should show construction methods, subsurface materials encountered, construction problems as well as problem solutions, and any damages incurred during construction either natural or manmade.

20. **Increased Level of Protection** - If the County desires to increase the level of protection over and above that described in the NRCS Damage Survey Report (DSR), the County will be responsible for paying 100 percent of the costs of any unapproved and unfunded upgrade or additional work.

21. **Unforeseen events** - Events may occur that have significant impact upon the project. In such cases, the County must inform the NRCS Project Manager either (1) verbally, if the issue is time-sensitive, with a written notice documenting the conversation submitted to NRCS within 24 hours of occurrence; or (2) if the issue is not time-sensitive, in writing, as soon as the following types of conditions become known:

a. Problems, delays, or adverse conditions which will materially impair the County's ability to meet the objective of the award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.

b. Favorable developments which enable meeting time schedules and objectives sooner or for less cost than anticipated or producing more beneficial results than originally planned.

22. **As-built Drawings** - Complete as-built drawings for the project. A copy of the as-built drawings will be submitted to the NRCS Project Manager.

23. **Requesting Reimbursement and Financial Reporting** – Reference "Payments" section in attachment entitled "General Terms and Conditions" .

24. **Nondiscrimination Requirements** - Recipients of Federally-Assisted Programs are required to post the following notice in their offices and include, in full, on all materials regarding this project that are produced by the recipient for public information, public education, or public distribution:

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability.

To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer."

25. **Performance Reports** - In accordance with 7 CFR 3015.92, because this is a construction project, on-site technical inspections and certified percentage-of-completion data will be used to monitor progress. No written performance reports will be required.

26. **Accrual Reports** - NRCS requires quarterly accrual information. An accrual is the value of the work you have performed or will perform in cooperation with NRCS but for which you

have not yet submitted an SF-270. Please complete the Accrual Information form (see attached) and submit it to the address below no later than 15 days prior to the end of the quarter (submit by March 15, June 15, September 15, and December 15). The U.S. Congress relies on audits of financial statements, including accrual information, to determine future funding amounts for NRCS on-going and new projects and programs.

Submit the accrual report to:

Reports may also be faxed to, Attention or emailed to

27. The County will conduct all procurement activities in a manner that provides, to the maximum extent possible, free and open competition.

28. The County is responsible, without recourse to NRCS or USDA, for the settlement and satisfaction of all contractual and legal issues arising out of arrangements entered into between the County and others to carry out approved project activities. Matters concerning violation of law should be referred to the federal, state, or local authority having proper jurisdiction.

29. NRCS cannot reimburse the County for work performed prior to award date of this agreement (date of signature by NRCS State Conservationist).

30. Should inconsistencies arise between language in the agreement and the plan of work, the language in the agreement takes precedence.

31. The Federal Travel Regulations will serve as a guideline for any travel performed under this agreement.

B. NRCS will:

1. Contribute up to (\$) to be used by the (Sponsor's Name) to complete technical assistance tasks. Funds will be expended as explained in this agreement.

2. Develop and write the Damage Survey Report (DSR). A copy of the report will be submitted to the Sanpete County Project Manager.

3. Complete all necessary NEPA and cultural resources documentation.

4. Provide a functional review of the County's design and specifications.

5. Review the Quality Assurance Plan and Operations and Maintenance Plan for the project developed by the County. All expenses for operations and maintenance are the responsibility of Sanpete County.

6. Upon receipt of a properly completed SF-270, Request for Advance or Reimbursement, and requested proper supporting documentation, assess description of work completed relative to allowable funds requested and, if request is reasonable, approve and process payment to the County. In the event there are questions regarding the SF-270 and supporting documentation, NRCS will contact the County in a timely manner to resolve concerns.

E. The (Sponsor's Name) is responsible for 100 percent of the costs incurred in obtaining permits and property rights, and for operation and maintenance of the completed project.

VIII. AMENDMENTS, CHANGES, AND TERMINATION

See General Terms and Conditions incorporated into the agreement as an attachment.

IX. APPROVAL

The United States Department of Agriculture, Natural Resources Conservation Service and (Sponsor's Name) execute this agreement as of the date of final signature by USDA/NRCS on NRCS-ADS-093 form, Notice of Grant and Agreement Award. The signatories represent that each is duly authorized to bind their respective organization to the terms of this agreement. By signing the NRCS-ADS-093 form, the (Sponsor's Name) assures USDA that the program or activities provided for under this agreement will be conducted in compliance with all applicable Federal civil rights laws, rules, regulations, and policies.

**NATURAL RESOURCES CONSERVATION SERVICE
U.S. DEPARTMENT OF AGRICULTURE**

**GENERAL TERMS AND CONDITIONS
GRANTS AND COOPERATIVE AGREEMENTS**

I. APPLICABLE REGULATIONS

- a.** The recipient, and recipients of any subawards under this award, agree to comply with the following regulations, as applicable. (The full text of Code of Federal Regulations references may be found at <http://www.access.gpo.gov/nara/cfr/cfr-table-search.html#page1>.)
- (1) 7 CFR Section 3015.205, “General Provisions for Grants and Cooperative Agreements with Institutions of Higher Education, Other Nonprofit Organizations, and Hospitals”
 - (2) 7 CFR Part 3016, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments”
 - (3) 7 CFR Part 3017, “Governmentwide Debarment and Suspension (Nonprocurement)”
 - (4) 7 CFR Part 3018, “New Restrictions on Lobbying”
 - (5) 7 CFR Part 3019, “Uniform Administrative Requirements for Grant and Other Agreements with Institutions of Higher Education, Hospitals, and Nonprofit Organizations”
 - (6) 7 CFR Part 3021, “Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)”
 - (7) 7 CFR Part 3052, “Audits of States, Local Governments, and Nonprofit Organizations”
 - (8) 2 CFR Part 215, “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations”
 - (9) Office of Management and Budget (OMB) Circular No. A-102, “Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments” (including Indian Tribal governments)
 - (10) 2 CFR Part 25, “Universal Identifier and Central Contractor Registration”
 - (11) 2 CFR Part 170 “Reporting Subaward and Executive Compensation Information”
- b.** The recipient, and recipients of any subawards under this award, assures and certifies that it will comply with the following regulations, as applicable. (The full text of Code of Federal Regulations references may be found at <http://www.access.gpo.gov/nara/cfr/cfr-table-search.html#page1>.)
- (1) 7 CFR Part 3017, “Governmentwide Debarment and Suspension (Nonprocurement)”
 - (2) 7 CFR Part 3018, “New Restrictions on Lobbying”
 - (3) 7 CFR Part 3021, “Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)”
 - (4) 7 CFR Part 3052, “Audits of States, Local Governments, and Nonprofit Organizations”
 - (5) Public Law 109-282, “Federal Funding Accountability and Transparency Act of 2006”
 - (6) 2 CFR Section 175, “Award Term for Trafficking in Persons”

- c. Allowable project costs will be determined in accordance with the authorizing statute, the purpose of the award, and to the extent applicable to the type of organizations receiving the award, regardless of tier. The following portions of the Code of Federal Regulations are hereby incorporated by reference (the full text of Code of Federal Regulations references may be found at <http://www.access.gpo.gov/nara/cfr/cfr-table-search.html#page1>):

- (1) 2 CFR Part 220, “Cost Principles for Institutions of Higher Education”
- (2) 2 CFR Part 225, “Cost Principles for State and Local Governments (Including Certain Indian Tribal Governments)”
- (3) 2 CFR Part 230, “Cost Principles for Nonprofit Organizations”
- (4) 48 CFR Part 31, “Contract Cost Principles and Procedures”

II. UNALLOWABLE COSTS

The following costs are not allowed:

- a. Costs above the amount authorized for the project
- b. Costs incurred after the expiration of the award including any no-cost extensions of time
- c. Costs that lie outside the scope of the approved project and any amendments thereto
- d. Compensation for injuries to persons or damage to property arising from project activities

This list is not exhaustive. Questions about the allowability of particular items of costs should be directed to the NRCS administrative contact identified in the award.

III. CONFIDENTIALITY

- a. Activities performed under this award may involve access to confidential and potentially sensitive information about governmental and landowner issues. The term “confidential information” means proprietary information or data of a personal nature about an individual, or information or data submitted by or pertaining to an organization. This information must not be disclosed without the prior written consent of NRCS.
- b. The recipient’s personnel will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. Section 552a, and implementing regulations and policies with respect to systems of records determined to be subject to the Privacy Act. The recipient’s personnel must also comply with privacy of personal information relating to natural resources conservation programs in accordance with section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171).

IV. PRIOR APPROVAL REQUIREMENTS

The following are the most common situations requiring prior approval. However, the recipient is also bound by any other prior approval requirements of the applicable administrative provisions and Federal cost principles.

- a. Purpose or Deliverables.—When it is necessary for the recipient to modify the purpose or deliverables, the recipient must submit a written request and justification for the change along with the revised purpose or deliverables of the award to the NRCS administrative contact. The request should contain the following:
 - 1. Grant or agreement number
 - 2. Narrative explaining the requested modification to the project purpose or deliverables
 - 3. A description of the revised purpose or deliverables
 - 4. Signatures of the authorized representative, project director, or both
- b. Subcontractual Arrangement.—The recipient must submit a justification for the proposed subcontractual arrangements, a statement of work to be performed, and a detailed budget for

the subcontract to the NRCS administrative contact. Subcontractual arrangements disclosed in the application do not require additional postaward approval.

- c. Absence or Change in Project Leadership.—When a project director or the person responsible for the direction or management of the project—
1. Relinquishes active direction of the project for more than 3 consecutive months or has a 25 percent or more reduction in time devoted to the project, the grantee must notify the NRCS administrative contact in writing, identifying who will be in charge during the project director's absence. The notification must include the qualifications and the signature of the replacement, signifying his or her willingness to serve on the project.
 2. Severs his or her affiliation with the grantee, the grantee's options include—
 - i. Replacing the project director. The grantee must request written approval of the replacement from the NRCS administrative contact and must include the qualifications and the signature of the replacement signifying his or her willingness to serve on the project.
 - ii. Subcontracting to the former project director's new organization. The grantee must request approval from the administrative contact to replace the project manager and retain the award, and to subcontract to the former project director's new organization certain portions of the project to be completed by the former project director.
 - iii. Relinquishing the award. The grantee must submit to the NRCS administrative contact a signed letter by the grantee and the project director that indicates that the grantee is relinquishing the award. The letter must include the date the project director is leaving and a summary of progress to date. A final Standard Form (SF) 425 reflecting the total amount of funds spent by the recipient must be attached to the letter.
 3. Transfers the award to his or her new organization, the authorized organization's representative at the new organization must submit the following to the NRCS administrative contact as soon as the transfer date is firm and the amount of funds to be transferred is known:
 - i. The forms and certifications included in the application package
 - ii. A project summary and work statement covering the work to be completed under the project (deliverables and objectives must be the same as those outlined in the approved proposal)
 - iii. An updated qualifications statement for the project director showing his or her new organizational affiliation
 - iv. Any cost-sharing requirements under the original award transfer to the new institution; therefore, cost-sharing information must be included in the proposal from the new organization
- Note:** The transfer of an award from one organization to another can take up to 90 days to accomplish, which may result in a delay in the project director resuming the project at the new organization.
- d. Budget Revisions.—Budget revisions will be in accordance with 7 CFR Section 3015.115.
- e. No-Cost Extensions of Time.—When a no-cost extension of time is required, the recipient must submit a written request to the NRCS administrative contact no later than 30 days before the expiration date of the award. The request must contain the following:
- The length of additional time required to complete the project and a justification for the extension
 - A summary of progress to date

- An estimate of funds expected to remain unobligated on the scheduled expiration date
- A projected timetable to complete the portions of the project for which the extension is being requested
- Signature of the grantee and the project director
- A status of cost sharing to date (if applicable)

Note: An extension will not exceed 12 months. Only in exceptional cases will more than one extension be granted. Requests for no-cost extensions received after the expiration of the award will not be granted.

V. PAYMENTS

- a. Payment by NRCS to the entity will be made monthly or quarterly (whichever is mutually agreed upon by both parties) on a reimbursable or advanced basis upon completion of work outlined herein. Payment will be executed upon the submission of a properly executed form SF-270. The SF-270 must cite the agreement number, remittance address, and billing period. The SF-270 must be sent to the NRCS program contact at the address identified in block 7 of the Notice of Grant/Agreement Award.
- b. Unless otherwise specified in the award, the recipient must receive payments through electronic funds transfers.
- c. Recipients requesting advances should request payments in amounts necessary to meet their current needs pursuant to procedures contained in the Federal administrative provisions and **31 CFR Part 205**.
- d. The method of payment between the recipient and its contractors will be in accordance with the policies and procedures established by the recipient except that the contractors may not use the USDA Office of Financial Management/National Finance Center method to request payments. If the grantee makes advance payments to contractors, the grantee must ensure that the timing of such payments is designed to minimize elapsed time between the advance payment and the disbursement of funds. Payment requests from the grantee's contractors will not be sent to NRCS for review or approval.
- e. Accounting records for all costs incurred under this award must be supported by source documentation. Such documentation includes, but is not limited to, canceled checks, paid bills, payroll records, and subcontract award documents. Labor cost charges to this award must be based upon salaries actually earned and the time actually worked on this award. All project costs must be incurred within the approved project period of this award, including any approved no-cost extension of time. Costs that cannot be supported by source documentation or that are incurred outside of the approved project period and budget may be disallowed and may result in award funds being returned to the Federal Government by the recipient.

VI. FINANCIAL REPORTING

- a. Recipients must submit a Federal Financial Report (FFR), SF 425 and 425A, in accordance with the following schedule (recipients may download the applicable form at <http://www.forms.gov>):

<u>Quarterly Schedule</u>	<u>Report Due Date</u>
October 1 to December 31	January 31
January 1 to March 31	April 30
April 1 to June 30	July 30
July 1 to September 30	October 30

Reports must be submitted on an accrual accounting basis. Failure to submit reports in accordance with the above schedule may result in suspension or termination of award.

- b. A final Report must be submitted no later than 90 days after the completion of the award. For final FFRs, reporting end date must be the end date of the project or agreement period. The reports should be submitted to the NRCS administrative contact identified in award notifications.

VII. PERFORMANCE MONITORING AND REPORTING

- a. The recipient is responsible for monitoring day-to-day performance and for reporting to NRCS. If the project involves subcontractual arrangements, the recipient is also responsible for monitoring the performance of project activities under those arrangements to ensure that approved goals and schedules are met.
- b. Every 6 months the recipient must submit a written progress report. Each report must cover—
 - 1. A comparison of actual accomplishments with the goals and objectives established for the reporting period and, where project output can be quantified, a computation of the costs per unit of output.
 - 2. The reasons why goals and objectives were not met, if appropriate.
 - 3. Additional pertinent information including, where appropriate, analysis and explanation of cost overruns or high unit cost.
- c. The recipient must submit a final performance report within 90 days after completion of project.

VIII. SPECIAL PROVISIONS

- a. The recipient assures and certifies that it will comply with the minimum-wage and maximum-hour provisions of the Federal Fair Labor Standards Act.
- b. Employees of NRCS will participate in efforts under this agreement solely as representatives of the United States. To this end, they may not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the recipient. They also may not assist the recipient with efforts to lobby Congress or to raise money through fundraising efforts. Further, NRCS employees must report to their immediate supervisor any negotiations with the recipient concerning future employment and must refrain from participation in efforts regarding such parties until approved by the agency.
- c. Employees of the recipient will not be considered Federal employees or agents of the United States for any purposes under this agreement.

IX. PATENTS, INVENTIONS, COPYRIGHTS, AND ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER

- a. Allocation of rights of patents, inventions, and copyrights must be in accordance with 7 CFR Section 3019.36. This regulation provides that small businesses normally may retain the principal worldwide patent rights to any invention developed with USDA support.
- b. In accordance with 37 CFR Section 401.14, each subject invention must be disclosed to the Federal agency within 2 months after the inventor discloses it in writing to contractor

personnel responsible for patent matters. Invention disclosure statements pursuant to 37 CFR Section 401.14(c) must be made in writing to:

Acquisitions Division
Grants and Agreements Team
1400 Independence Avenue, SW.
Room 5221 South Building
Washington, DC 20250

- c. USDA receives a royalty-free license for Federal Government use, reserves the right to require the patentee to license others in certain circumstances, and requires that anyone exclusively licensed to sell the invention in the United States must manufacture it domestically.
- d. The following acknowledgment of NRCS support must appear in the publication of any material, whether copyrighted or not, and any products in electronic formats (World Wide Web pages, computer programs, etc.) that is substantially based upon or developed under this award:
 - “This material is based upon work supported by the Natural Resources Conservation Service, U.S. Department of Agriculture, under number [recipient should enter the applicable award number here].”

In addition, all publications and other materials, except scientific articles or papers published in scientific journals, must include the following statement:

- “Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Agriculture.”

The recipient is responsible for ensuring that an acknowledgment of NRCS is made during news media interviews, including popular media such as radio, television, and news magazines, that discuss in a substantial way work funded by this award.

X. COST-SHARING REQUIREMENTS

- a. If the award has specific cost-sharing requirements, the cost-sharing participation in other projects may not be counted toward meeting the specific cost-share requirement of this award, and must come from non-Federal sources unless otherwise stated in the applicable program announcement.
- b. Should the recipient become aware that it may be unable to provide the cost-sharing amount identified in this award, it must—
 1. Immediately notify the NRCS administrative contact of the situation.
 2. Specify the steps it plans to take to secure replacement cost sharing.
 3. Indicate the plans to either continue or phase out the project in the absence of cost sharing.
- c. If NRCS agrees to the organization’s proposed plans, the recipient will be notified accordingly. If the organization’s plans are not acceptable to NRCS, the award may be subject to termination. NRCS modifications to proposed cost sharing revisions are made on a case-by-case basis.
- d. Failure by the recipient to notify NRCS in accordance with paragraph (b) above may result in the disallowance of some or all the costs charged to the award, the subsequent recovery by NRCS of some of the NRCS funds provided under the award, and possible termination of the

award, and may constitute a violation of the terms and conditions of the award so serious as to provide grounds for subsequent suspension or debarment.

- e. The recipient must maintain records of all project costs that are claimed by the recipient as cost sharing as well records of costs to be paid by NRCS. If the recipient's cost participation includes in-kind contributions, the basis for determining the valuation for volunteer services and donated property must be documented.

XI. PROGRAM INCOME

Income derived from patents, inventions, or copyrights will be disposed of in accordance with the recipient's own policies. General program income earned under this award during the period of NRCS support must be added to total project funds and used to further the purpose and scope of this award or the legislation under which this award is made.

XII. NONEXPENDABLE EQUIPMENT

Recipients purchasing equipment or products with funds provided under this award are encouraged to use such funds to purchase only American-made equipment and products. Title to nonexpendable equipment purchased with award funds will vest in the recipient upon completion of the award project and acceptance by NRCS of required final reports. When equipment is no longer needed by the recipient and the per-unit fair market value is less than \$5,000, the recipient may retain, sell, or dispose of the equipment with no further obligation to NRCS. However, if the per-unit fair market value is \$5,000 or more, the recipient must submit a written request to the NRCS administrative contact for disposition instructions.

XIII. LIMIT OF FEDERAL LIABILITY

The maximum financial obligation of NRCS to the recipient is the amount of funds indicated in the award as obligated by NRCS. However, in the event that an erroneous amount is stated on the approved budget, or any supporting document relating to the award, NRCS will have the unilateral right to make the correction and to make an appropriate adjustment in the NRCS share of the award to align with the Federal amount authorized.

XIV. MODIFICATIONS AND TERMINATIONS

NRCS may amend or modify the award through an exchange of correspondence between authorized officials of the recipient and NRCS. The award is subject to termination if NRCS determines that the recipient has failed to comply with the terms and conditions of the award. In the event that the award is terminated, the financial obligations of the parties will be those set forth in 7 CFR Part 3015, Subpart N.

XV. AWARD CLOSEOUT

Award closeout is the process by which NRCS determines that all required project activities have been performed satisfactorily and all necessary administrative actions have been completed.

**EMERGENCY WATERSHED PROTECTION PROJECT
AUTHORIZED BY SECTION 216, PUBLIC LAW 81-516 (7 CFR 624)
(NAME OF RIVER, STREET ADDRESS, TOWN/CITY)
CONNECTICUT**

OPERATION AND MAINTENANCE PLAN

The plan for operation and maintenance for the emergency Watershed Protection Project on (name of river, street address, Town/City), Connecticut will include scheduling, inspection, and performance of maintenance and repairs as described herein:

- A. A formal inspection shall be performed no later than (date). In addition, a special inspection shall be held following any major runoff or other event that may seriously damage or adversely affect the proper functioning of the installed works.

The expiration date of this plan shall be (date). Copies of the inspection reports shall be provided to the Natural Resources Conservation Service field Office in (Town/City), Connecticut.

- B. Inspection, repair, or maintenance shall include, but may not be limited to, the following:
1. Vegetation
 - a. Fertilize, lime, or reseed any seeded areas which lack good vegetative cover
 - b. Replace any trees or shrubs as necessary
 2. Riprap or bedding
 - a. Replace any riprap or bedding that may have been dislodged or removed
- C. Technical assistance is available through the Natural Resources Conservation Service Field Office (County) in (Town/City), Connecticut, at (phone number or field office).

BURDEN ESTIMATE STATEMENT

The estimated average burden associated with this collection of information is 10 minutes per respondent or recordkeeper, depending on individual circumstances. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Financial Management Service, Facilities Management Division, Property & Supply Section, Room B-101, 3700 East-West Highway, Hyattsville, MD 20782 or the Office of Management and Budget, Paperwork Reduction Project (1510-0007), Washington, D.C. 20503.

PLEASE READ THIS CAREFULLY

All information on this form, including the individual claim number, is required under 31 USC 3322, 31 CFR 209 and/or 210. The information is confidential and is needed to prove entitlement to payments. The information will be used to process payment data from the Federal agency to the financial institution and/or its agent. Failure to provide the requested information may affect the processing of this form and may delay or prevent the receipt of payments through the Direct Deposit/Electronic Funds Transfer Program.

INFORMATION FOUND ON CHECKS

Most of the information needed to complete boxes A, C, and F in Section 1 is printed on your government check:

- (A)** Be sure that payee's name is written exactly as it appears on the check. Be sure current address is shown.
- (C)** Claim numbers and suffixes are printed here on checks beneath the date for the type of payment shown here. Check the Green Book for the location of prefixes and suffixes for other types of payments.
- (F)** Type of payment is printed to the left of the amount.

United States Treasury 15-51 000		AUSTIN, TEXAS	Check No. 0000 415785										
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SPECIAL NOTICE TO JOINT ACCOUNT HOLDERS

Joint account holders should immediately advise both the Government agency and the financial institution of the death of a beneficiary. Funds deposited after the date of death or ineligibility, except for salary payments, are to be returned to the Government agency. The Government agency will then make a determination regarding survivor rights, calculate survivor benefit payments, if any, and begin payments.

CANCELLATION

The agreement represented by this authorization remains in effect until cancelled by the recipient by notice to the Federal agency or by the death or legal incapacity of the recipient. Upon cancellation by the recipient, the recipient should notify the receiving financial institution that he/she is doing so.

The agreement represented by this authorization may be cancelled by the financial institution by providing the recipient a written notice 30 days in advance of the cancellation date. The recipient must immediately advise the Federal agency if the authorization is cancelled by the financial institution. The financial institution cannot cancel the authorization by advice to the Government agency.

CHANGING RECEIVING FINANCIAL INSTITUTIONS

The payee's Direct Deposit will continue to be received by the selected financial institution until the Government agency is notified by the payee that the payee wishes to change the financial institution receiving the Direct Deposit. To effect this change, the payee will complete a new SF 1199A at the newly selected financial institution. It is recommended that the payee maintain accounts at both financial institutions until the transition is complete, i.e. after the new financial institution receives the payee's Direct Deposit payment.

FALSE STATEMENTS OR FRAUDULENT CLAIMS

Federal law provides a fine of not more than \$10,000 or imprisonment for not more than five (5) years or both for presenting a false statement or making a fraudulent claim.

Request for Taxpayer Identification Number and Certification

**Give form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	<input type="checkbox"/> Exempt from backup withholding
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								
or								
Employer identification number								

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶
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Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

ASSURANCES RELATING TO REAL PROPERTY ACQUISITION

-
- A. **PURPOSE** — This form is to be used by sponsor(s) to provide the assurances to the Natural Resources Conservation Service of the U.S. Department of Agriculture which is required in connection with the installation of project measures which involve Federal financial assistance furnished by the Natural Resources Conservation Service.

-
- B. **PROJECT MEASURES COVERED** —

Name of project _____

Identity of improvement or development _____

Location _____

-
- C. **REAL PROPERTY ACQUISITION ASSURANCE** —

This assurance is applicable if real property interests were acquired for the installation of project measures, and/or if persons, businesses, or farm operations were displaced as a result of such installation; *and* this assurance was not previously provided for in the watershed, project measure, or other type of plan.

If this assurance was not previously provided, the undersigned sponsor(s) hereby assures they have complied, to the extent practicable under State law, with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. 4601-4655), as implemented in 7 C.F.R. Part 21. Any exceptions taken from the real property acquisition requirements under the authority of 42 U.S.C. 4655 because of State law have been or is hereby furnished to the Natural Resources Conservation Service along with the opinion of the Chief Legal Officer of the State containing a full discussion of the facts and law furnished.

-
- D. **ASSURANCE OF ADEQUACY OF REAL PROPERTY RIGHTS** —

The undersigned sponsor(s) hereby assures that adequate real property rights and interests, water rights if applicable, permits and licenses required by Federal, State, and local law, ordinance or regulation, and related actions have been taken to obtain the legal right to install, operate, maintain, and inspect the above-described project measures, except for structures or improvements that are to be removed, relocated, modified, or salvaged before and/or during the installation process.

This assurance is given with the knowledge that sponsor(s) are responsible for any excess costs or other consequences in the event the real property rights are found to be inadequate during the installation process.

Furthermore, this assurance is supported by an attorney's opinion attached hereto that certifies an examination of the real property instruments and files was made and they were found to provide adequate title, right, permission and authority for the purpose(s) for which the property was acquired.

If any of the real property rights or interests were obtained by condemnation (eminent domain) proceedings, sponsor(s) further assure and agree to prosecute the proceedings to a final conclusion and pay such damages as awarded by the court.

_____ (Name of Sponsor) This action authorized
at an official meeting _____

By: _____ on _____

Title: _____ day of _____, 19____,

Date: _____ at _____

State of _____

Attest: _____ (Name)

_____ (Title)

_____ (Name of Sponsor) This action authorized
at an official meeting _____

By: _____ on _____

Title: _____ day of _____, 19____,

Date: _____ at _____

State of _____

Attest: _____ (Name)

_____ (Title)

REQUEST FOR ADVANCE OR REIMBURSEMENT

(See instructions on back)

OMB APPROVAL NO. 0348-0004	PAGE _____ OF _____ PAGES
--------------------------------------	---------------------------

1. TYPE OF PAYMENT REQUESTED a. "X" one or both boxes <input type="checkbox"/> ADVANCE <input type="checkbox"/> REIMBURSEMENT b. "X" the applicable box <input type="checkbox"/> FINAL <input type="checkbox"/> PARTIAL	2. BASIS OF REQUEST <input type="checkbox"/> CASH <input type="checkbox"/> ACCRUAL
---	--

3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED

4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY

5. PARTIAL PAYMENT REQUEST NUMBER FOR THIS REQUEST

6. EMPLOYER IDENTIFICATION NUMBER

7. RECIPIENT'S ACCOUNT NUMBER OR IDENTIFYING NUMBER

8. PERIOD COVERED BY THIS REQUEST
 FROM (month, day, year) _____ TO (month, day, year) _____

9. RECIPIENT ORGANIZATION

Name: _____

Number and Street: _____

City, State and ZIP Code: _____

10. PAYEE (Where check is to be sent if different than item 9)

Name: _____

Number and Street: _____

City, State and ZIP Code: _____

11. COMPUTATION OF AMOUNT OF REIMBURSEMENTS/ADVANCES REQUESTED

PROGRAMS/FUNCTIONS/ACTIVITIES ►	(a)	(b)	(c)	TOTAL
a. Total program outlays to date <i>(As of date)</i>	\$	\$	\$	\$
b. Less: Cumulative program income				
c. Net program outlays (Line a minus line b)				
d. Estimated net cash outlays for advance period				
e. Total (Sum of lines c & d)				
f. Non-Federal share of amount on line e				
g. Federal share of amount on line e				
h. Federal payments previously requested				
i. Federal share now requested (Line g minus line h)				
j. Advances required by month, when requested by Federal grantor agency for use in making prescheduled advances	1st month			
	2nd month			
	3rd month			

12. ALTERNATE COMPUTATION FOR ADVANCES ONLY

a. Estimated Federal cash outlays that will be made during period covered by the advance	\$
b. Less: Estimated balance of Federal cash on hand as of beginning of advance period	
c. Amount requested (Line a minus line b)	\$

I certify that to the best of my knowledge and belief the data on the reverse are correct and that all outlays were made in accordance with the grant conditions or other agreement and that payment is due and has not been previously requested.	SIGNATURE OR AUTHORIZED CERTIFYING OFFICIAL	DATE REQUEST SUBMITTED
	TYPED OR PRINTED NAME AND TITLE	TELEPHONE (AREA CODE, NUMBER, EXTENSION)

This space for agency use

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0004), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

INSTRUCTIONS

Please type or print legibly. Items 1, 3, 5, 9, 10, 11e, 11f, 11g, 11i, 12 and 13 are self-explanatory; specific instructions for other items are as follows:

<u>Item</u>	<u>Entry</u>	<u>Item</u>	<u>Entry</u>
2	Indicate whether request is prepared on cash or accrued expenditure basis. All requests for advances shall be prepared on a cash basis.		activity. If additional columns are needed, use as many additional forms as needed and indicate page number in space provided in upper right; however, the summary totals of all programs, functions, or activities should be shown in the "total" column on the first page.
4	Enter the Federal grant number, or other identifying number assigned by the Federal sponsoring agency. If the advance or reimbursement is for more than one grant or other agreement, insert N/A; then, show the aggregate amounts. On a separate sheet, list each grant or agreement number and the Federal share of outlays made against the grant or agreement.	11a	Enter in "as of date," the month, day, and year of the ending of the accounting period to which this amount applies. Enter program outlays to date (net of refunds, rebates, and discounts), in the appropriate columns. For requests prepared on a cash basis, outlays are the sum of actual cash disbursements for goods and services, the amount of indirect expenses charged, the value of in-kind contributions applied, and the amount of cash advances and payments made to subcontractors and subrecipients. For requests prepared on an accrued expenditure basis, outlays are the sum of the actual cash disbursements, the amount of indirect expenses incurred, and the net increase (or decrease) in the amounts owed by the recipient for goods and other property received and for services performed by employees, contracts, subgrantees and other payees.
6	Enter the employer identification number assigned by the U.S. Internal Revenue Service, or the FICE (institution) code if requested by the Federal agency.	11b	Enter the cumulative cash income received to date, if requests are prepared on a cash basis. For requests prepared on an accrued expenditure basis, enter the cumulative income earned to date. Under either basis, enter only the amount applicable to program income that was required to be used for the project or program by the terms of the grant or other agreement.
7	This space is reserved for an account number or other identifying number that may be assigned by the recipient.	11d	Only when making requests for advance payments, enter the total estimated amount of cash outlays that will be made during the period covered by the advance.
8	Enter the month, day, and year for the beginning and ending of the period covered in this request. If the request is for an advance or for both an advance and reimbursement, show the period that the advance will cover. If the request is for reimbursement, show the period for which the reimbursement is requested.	13	Complete the certification before submitting this request.
Note:	The Federal sponsoring agencies have the option of requiring recipients to complete items 11 or 12, but not both. Item 12 should be used when only a minimum amount of information is needed to make an advance and outlay information contained in item 11 can be obtained in a timely manner from other reports.		
11	The purpose of the vertical columns (a), (b), and (c) is to provide space for separate cost breakdowns when a project has been planned and budgeted by program, function, or		



Connecticut

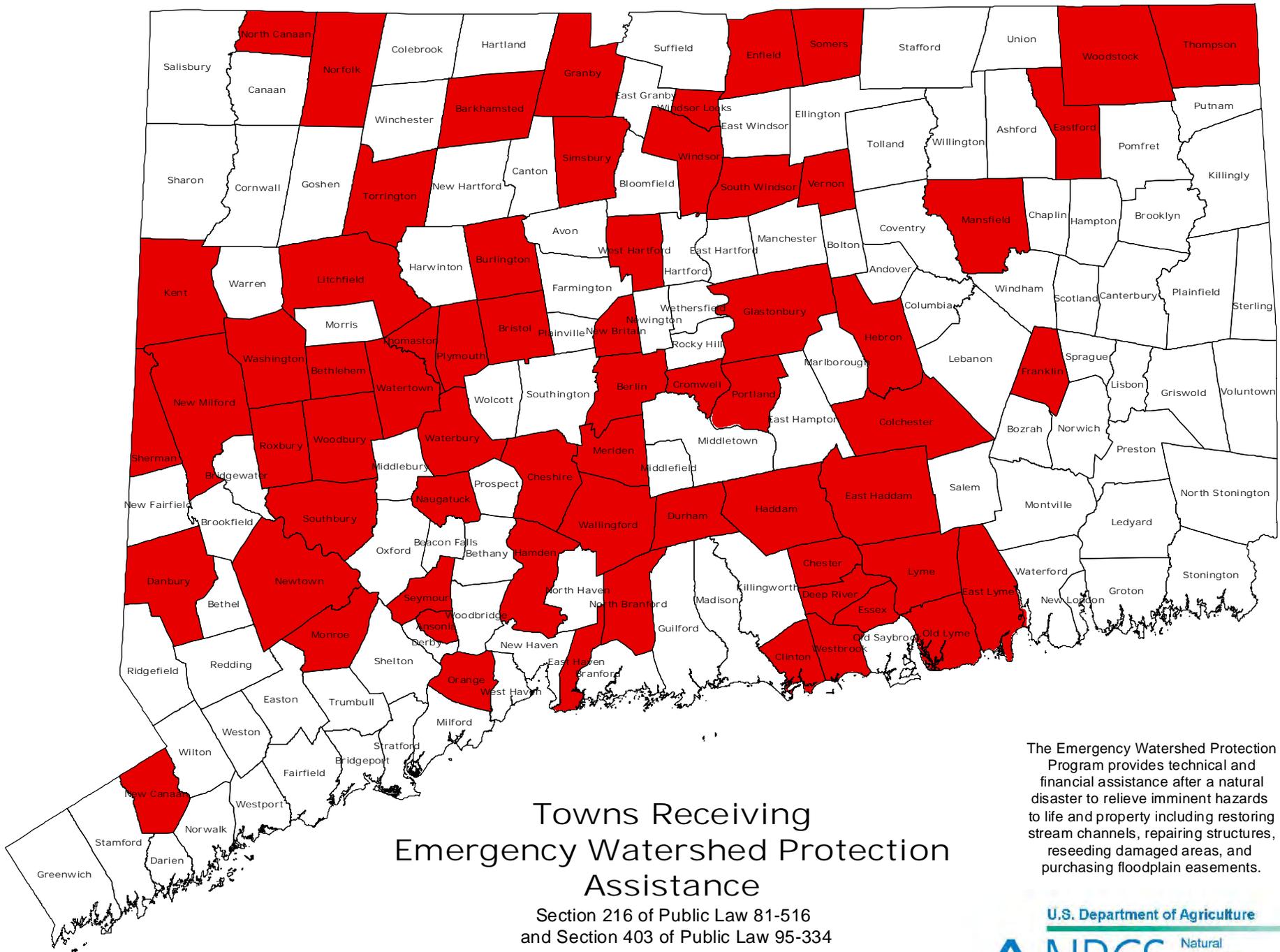
Emergency Watershed Protection

The following summary of Connecticut Emergency Watershed Protection (EWP) Projects include those planned, designed, and contracted by the Natural Resources Conservation Service (NRCS) under authority of Section 216 of Public Law 81-516, and Section 403 of Title IV of the Agricultural Credit Act of 1978, Public Law 95-334. Projects generally involve recovery efforts after severe flooding events and associated erosion and sedimentation, but also include projects involving lake level controls, landslides, and tornado recovery. The first NRCS EWP project in Connecticut was completed in 1976, and the program remains effective to the present. In general, local community sponsorship responsibilities were assumed by the individual towns.

Towns	Project Name	Year Completed	Construction Costs (in thousands)
Waterbury	Steele Brook	1976	129
Watertown	Steele/Nichols Brook	1976	143 (2 contracts)
Woodbury	Nonewaug River	1976	115 (2 contracts)
Roxbury	Jacks Brook	1976	40
Washington/New Milford	Canoe Brook	1976	63
Southbury	Pomperaug River	1976	295 (2 contracts)
Vernon	Overbrook Tributary	1976	59
Barmhamsted/Litchfield/Torrington	Various Streams	1976	74
New Milford	Housatonic River	1978/1979	245 (2 contracts)
North Canaan/Norfolk	Blackberry River and Tributaries	1978	122
Southbury	Bullet Hill Brook	1978	49
Wallingford	Community Lake	1978	3
Naugatuck	Fulling Mill Brook	1979	29
28 Towns - Ansonia - Chester - Clinton - Colchester/East Haddam - Colchester/Hebron - Durham - Deep River - East Haddam - East Haddam - East Haddam/Lyme - East Haddam - East Haven - East Lyme - Essex - Glastonbury - Granby - Haddam - Hamden - Lyme - Naugatuck - Naugatuck/Seymour - Newtown/Monroe - Old Lyme - Orange	Listed Below - Beaver Brook - Pattaconk & Great Brooks - Menunketesuck River - Salmon River - Jeremy River - Sumner Brook - Deep River - Eight Mile River - Succor Brook - Hungerford, Roaring, Whalebone - Moodus River - Farm River - Latimer Brook - Falls River - Meyers Brook - Salmon Brook - Candlewood Brook - Belden Brook - Joshua Creek - Beacon Hill Brook - Fulling Mill, Long Meadow, Bladens - Halfway River - Mill Brook - Indian River, Weepawaug River	1982/1983	3,500 (38 contracts)

Towns	Project Name	Year Completed	Construction Costs (in thousands)
- Plymouth - Seymour - Westbrook - West Hartford - Windsor	- Pequabuck River - Little River - Falls River - Trout Brook - Rainbow Brook		
New Milford	Grove Street Landslide	1984	133
Portland	Jobs Pond	1985	100
Franklin	Meeting House Hill Brook	1989	116
Litchfield	Hubbard Pines	1989	20
Cromwell	Nook's Hill Brook	1990	32
North Branford	Auger Road Bridge, et. Al.	1992	85 (3 contracts)
New Britain	Willow Brook	1992	261 (4 contracts)
East Haven	Hellstrom Road	1992	3
Meriden	Harbor Brook	1992	21
Berlin	Mattabasset River	1992	13
Thompson	Blash Road	1993	110
Haddam	Salmon River	1994	64
Woodstock	Woodstock Fairgrounds	1994	156
Enfield	Cloud Street	1995	88
Bethlehem	East Spring Brook	1995	38
Kent	Chatfield Brook	1996	82
North Branford	Gulf Brook	1996	49
Mansfield	Hillyndale Brook	1999	63
Thomaston	East Main Street Brook	1999	21
South Windsor	Hilton Drive	2000	37
Torrington	Gulf Stream	2000	178
Danbury	Miry Brook	2000	111
Sherman	Saw Mill Brook	2001	141
Burlington	Coppermine Brook	2001	95
Danbury	Still River	2005	215
Somers	Gulf Brook, et. al. (3 sites)	2007	385
Torrington	Troy Brook	2007	83
Windsor Locks	Dibble Hollow Brook	2007	336
Simsbury	Minister Brook	2007	139
Eastford	Bigelow Brook/Natchaug River	2007	8
Woodbury	Pomperaug River	2007	442
Cheshire	Ten Mile River	2007	288
Woodbury	Nonnewaug River	2008	57
New Canaan	Noroton River	2009	419
Southbury	Pomperaug River	2009	104
Bristol	Pequabuck River	2011	855 (6 contracts)
Woodbury	Pomperaug River	2011	65
Windsor Locks	Merrigan Brook	2011	20
Southbury	Pomperaug River	2011	150
Washington	Mallory Brook	2011	50
TOTALS 67 Towns	105 Construction Contracts	1976-2011	\$11,229

Summary: Since 1976, NRCS has completed 105 EWP contracts, totaling \$11,229,000 in 67 Connecticut towns.



Towns Receiving Emergency Watershed Protection Assistance

Section 216 of Public Law 81-516
and Section 403 of Public Law 95-334

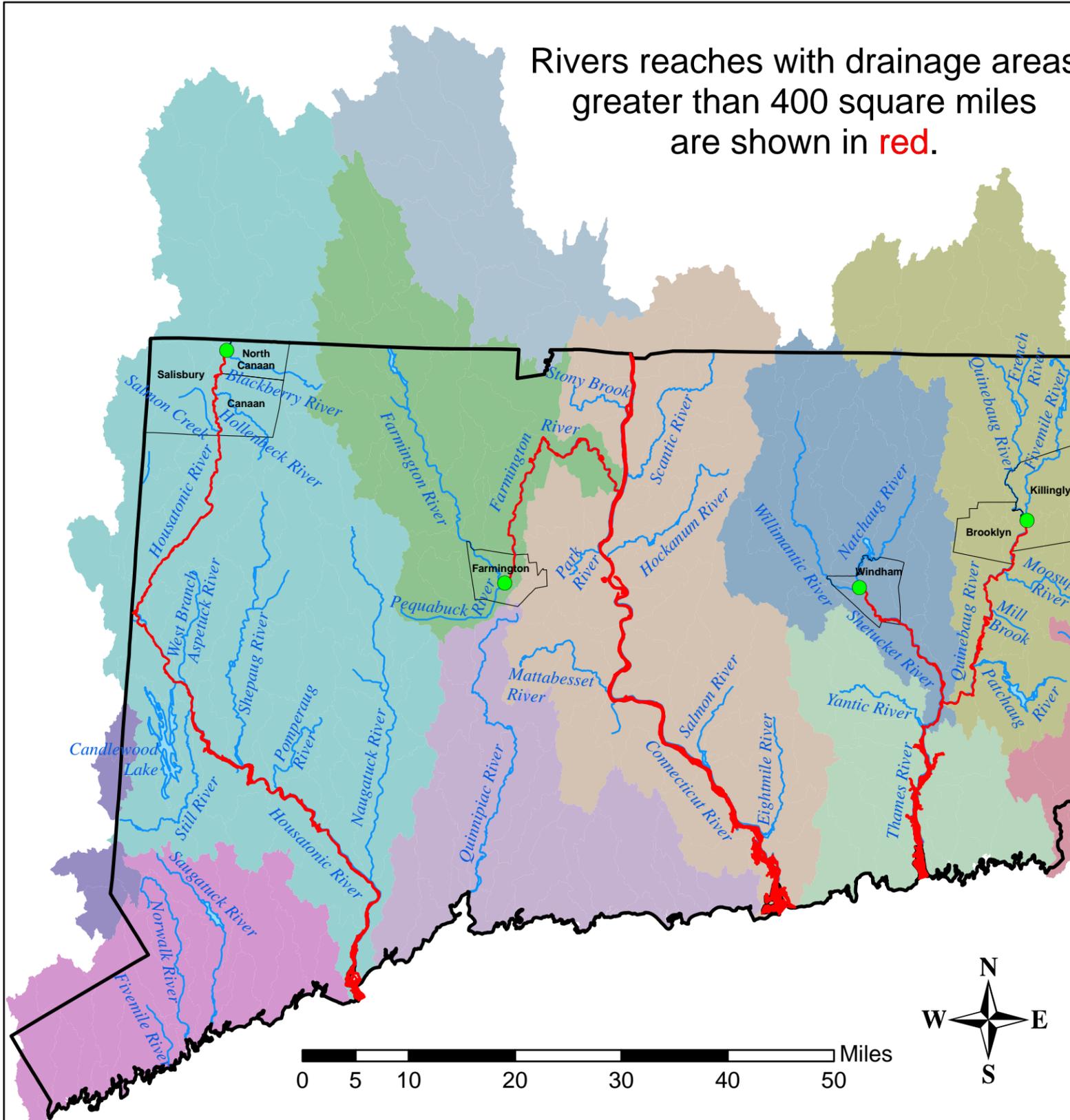
1976-2011

The Emergency Watershed Protection Program provides technical and financial assistance after a natural disaster to relieve imminent hazards to life and property including restoring stream channels, repairing structures, reseeding damaged areas, and purchasing floodplain easements.

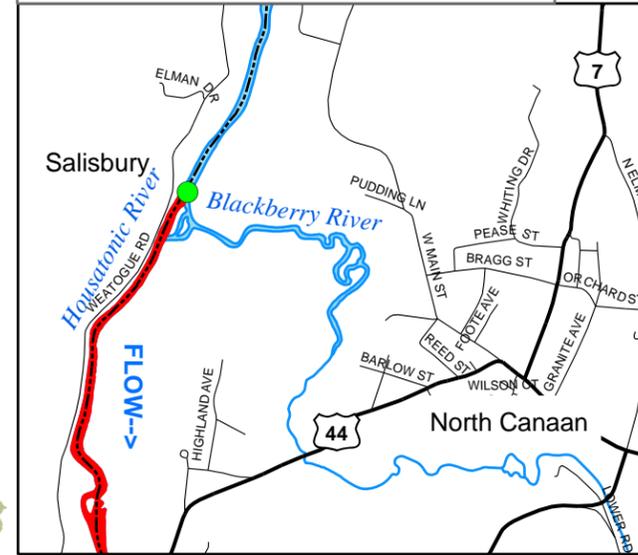


400 SQUARE MILE DRAINAGE AREA LIMITS IN CONNECTICUT

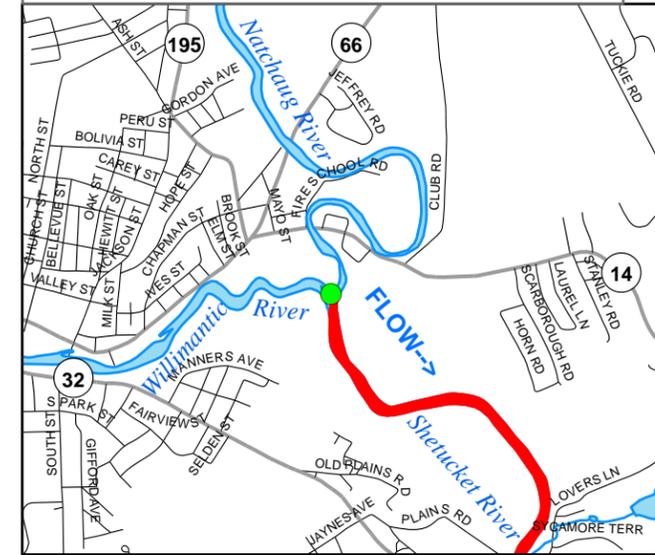
Rivers reaches with drainage areas greater than 400 square miles are shown in **red**.



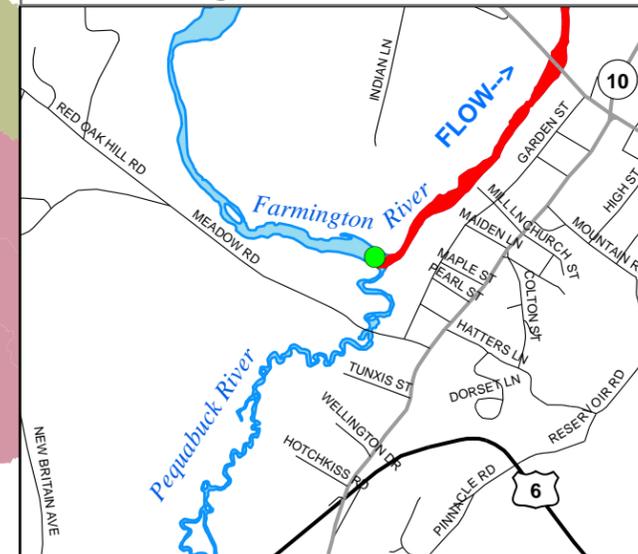
Housatonic River Limit (384 sqmi).
Upstream of junction with Blackberry River.
Towns of Salisbury & North Canaan.



Shetucket River Limit (401 sqmi).
Junction of the Willimantic and Natchaug Rivers.
Town of Windham.



Farmington River Limit (389 sqmi).
Upstream of the junction with the Pequabuck River.
Town of Farmington.



Quinebaug River Limit (380 sqmi).
Upstream of the junction with the Fivemile River.
Towns of Brooklyn and Killingly.



0.5 Miles



Watershed Boundaries (Hydrologic Unit Code Level 8)

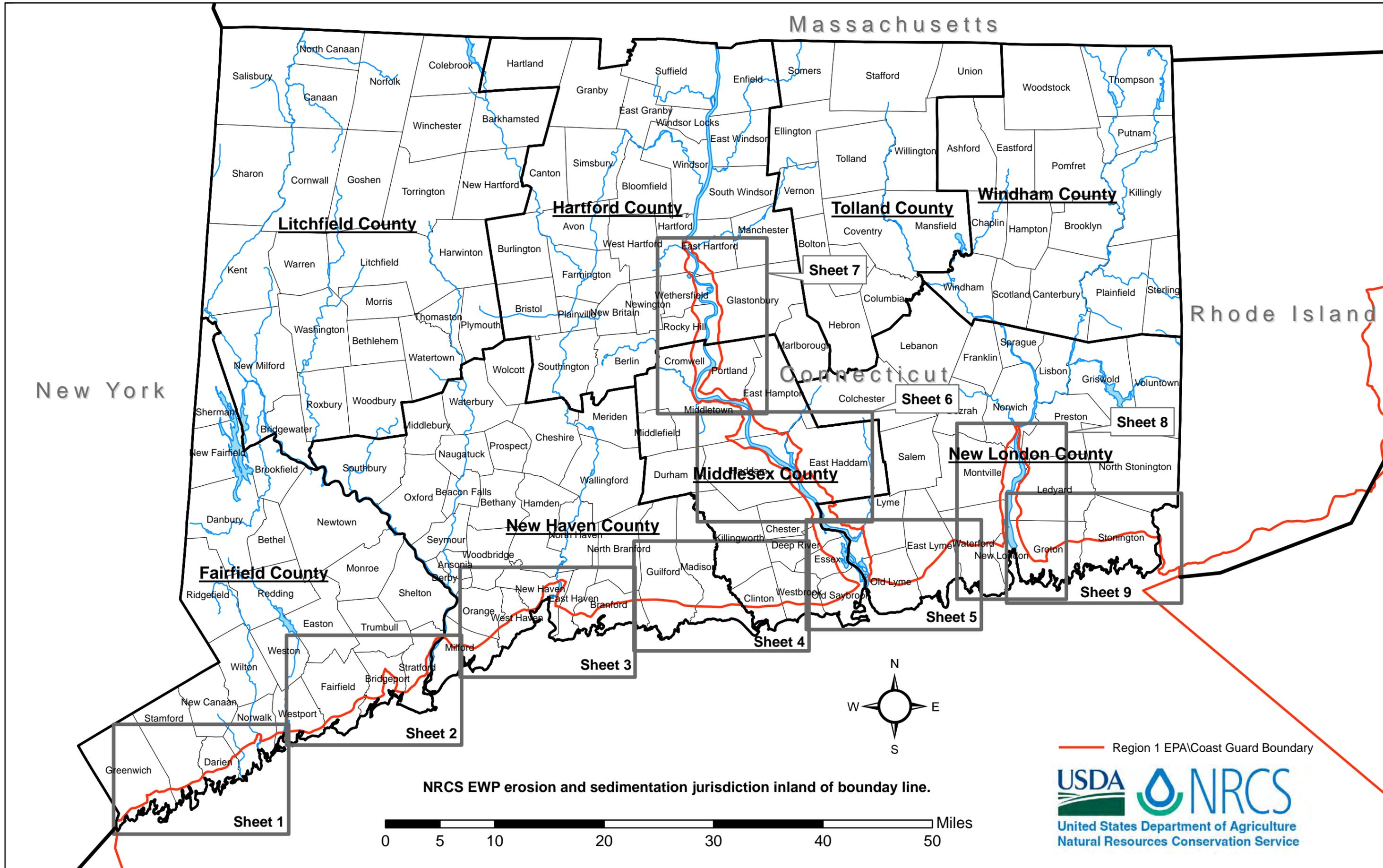
	Connecticut River Basin		Quinnipiac River & South Central Coastal Basins
	Croton River Basin		Shetucket River Basin
	Farmington River Basin		Southwest Coastal River Basins
	Housatonic River Basin		Thames River & Southeast Coastal Basins
	Pawcatuck River Basin		Westfield River Basin
	Quinebaug River Basin		



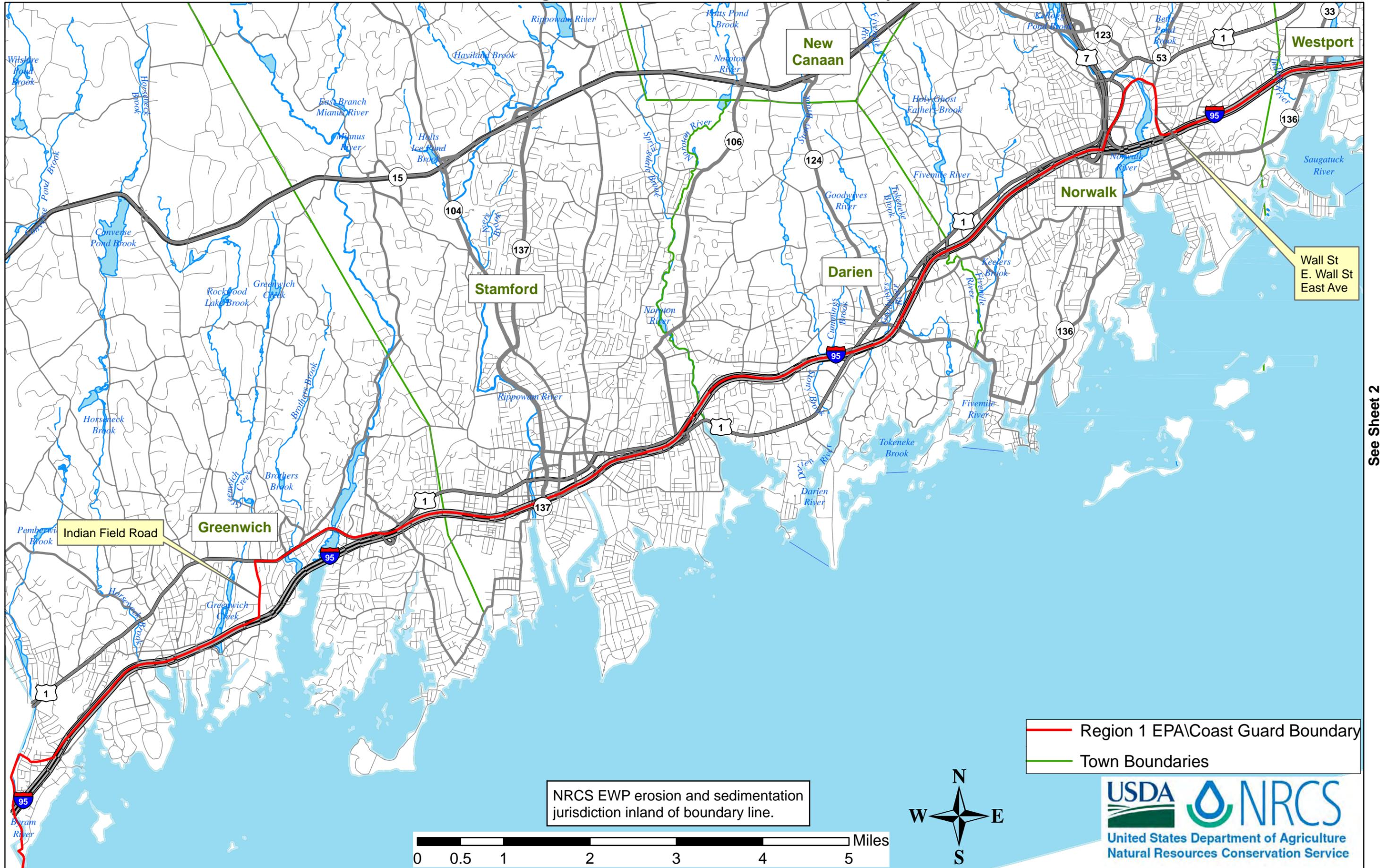
Drainage area calculations and map by Ben Smith, Hydrologist, NRCS 2012, based on National Watershed Boundary Dataset HUC 12 data, subdivided with USGS Basins Dataset as needed.

All area calculations use the Albers Equal Area Conic Projection for the Contiguous United States, USGS version.

EPA\COAST GUARD REGION 1 BOUNDARY INDEX

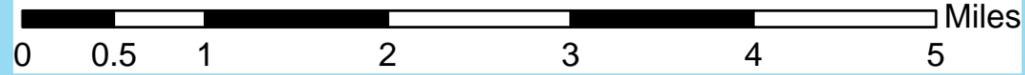


EPA\Coast Guard Region 1 Jurisdictional Boundary - Sheet 1 of 9



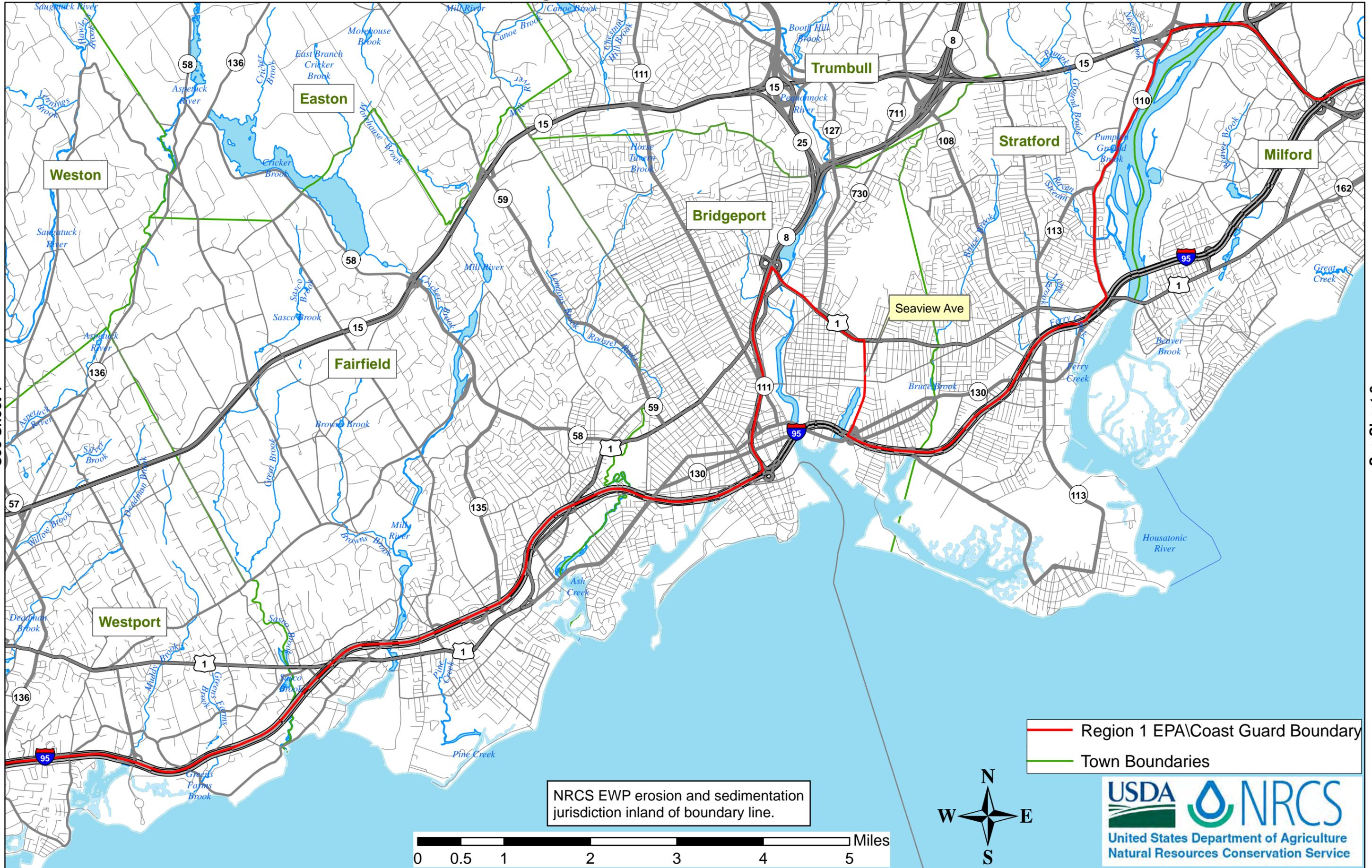
- Region 1 EPA\Coast Guard Boundary
- Town Boundaries

NRCS EWP erosion and sedimentation jurisdiction inland of boundary line.



See Sheet 2

EPA\Coast Guard Region 1 Jurisdictional Boundary - Sheet 2 of 9

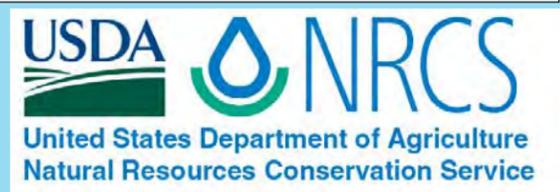


See Sheet 1

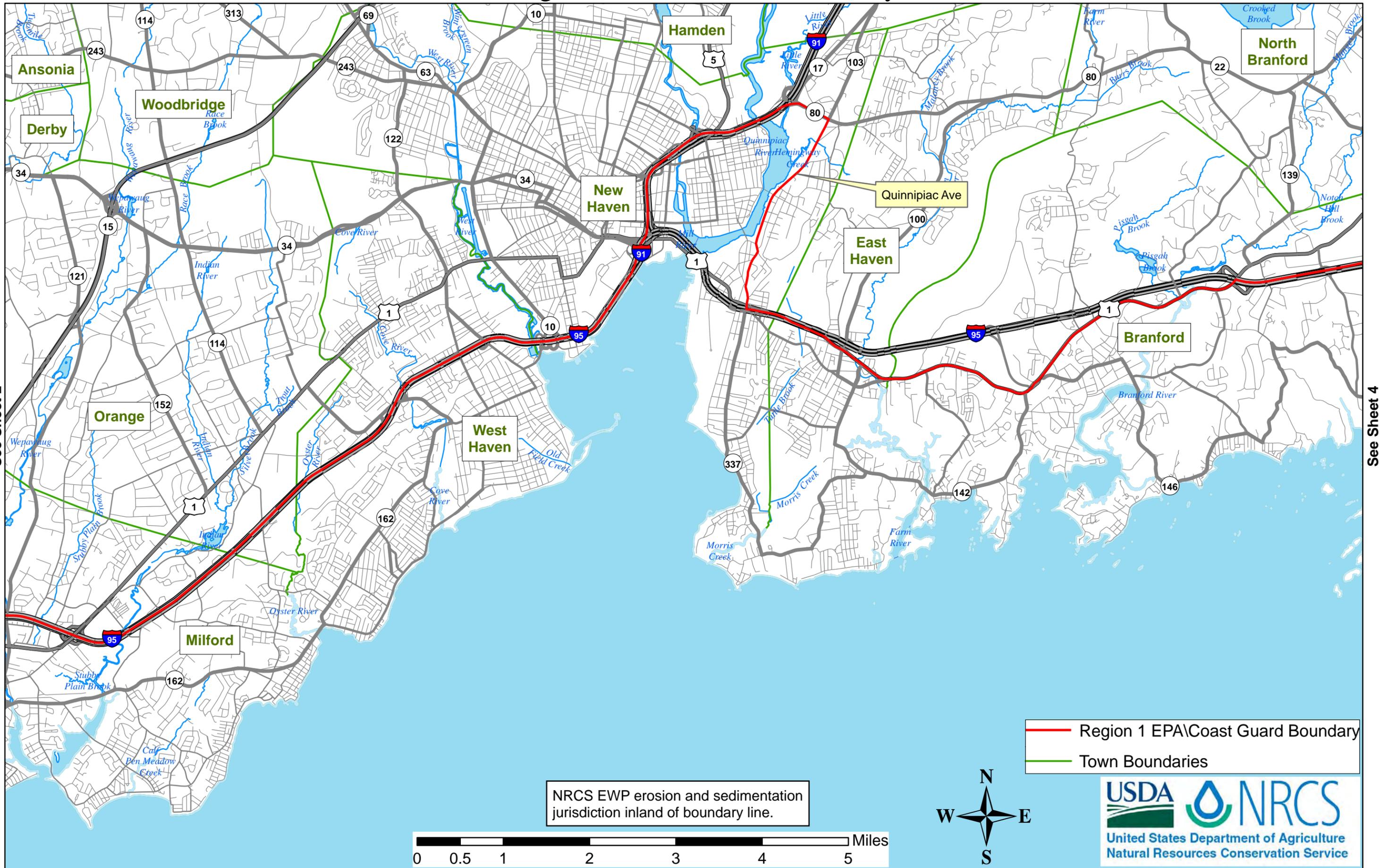
See Sheet 3

- Region 1 EPA\Coast Guard Boundary
- Town Boundaries

NRCS EWP erosion and sedimentation jurisdiction inland of boundary line.

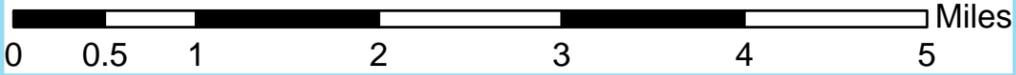


EPA\Coast Guard Region 1 Jurisdictional Boundary - Sheet 3 of 9

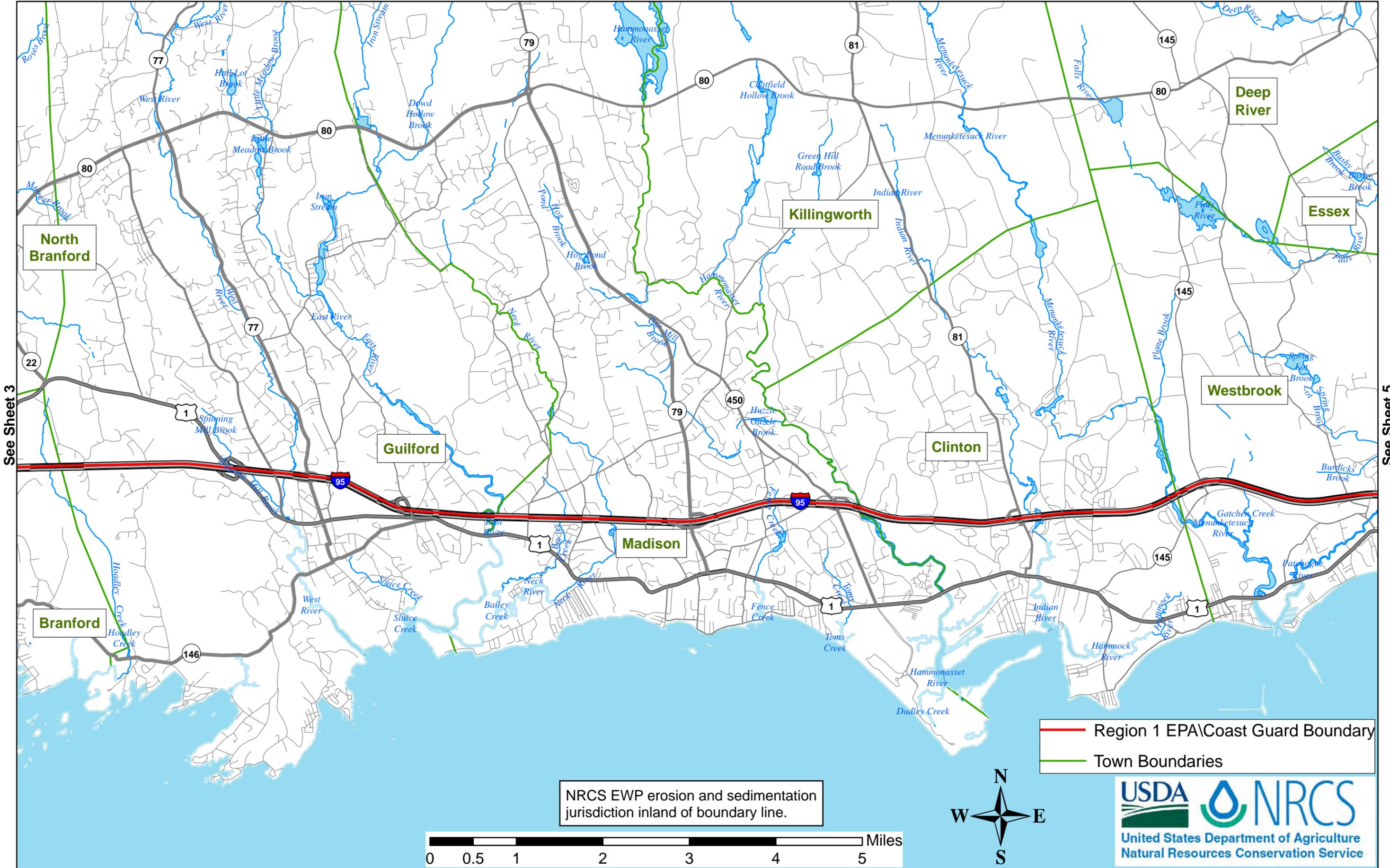


— Region 1 EPA\Coast Guard Boundary
— Town Boundaries

NRCS EWP erosion and sedimentation jurisdiction inland of boundary line.

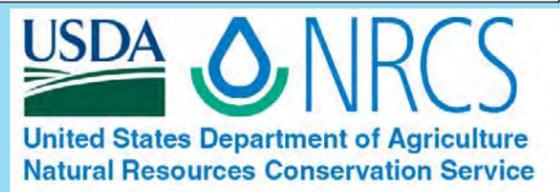
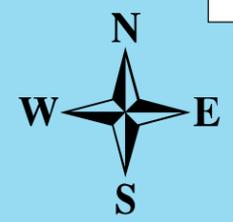


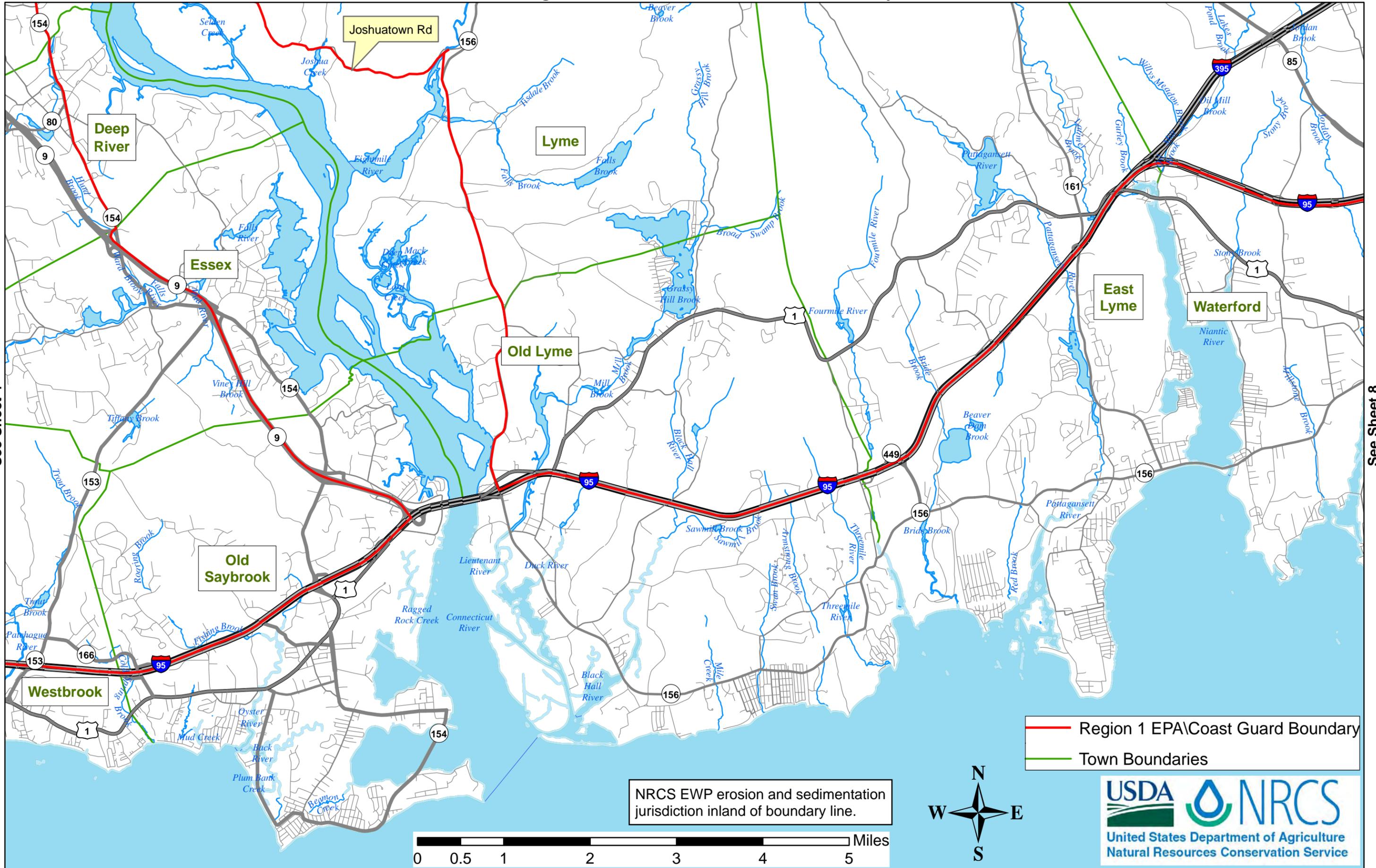
EPA\Coast Guard Region 1 Jurisdictional Boundary - Sheet 4 of 9



Region 1 EPA\Coast Guard Boundary
Town Boundaries

NRCS EWP erosion and sedimentation jurisdiction inland of boundary line.



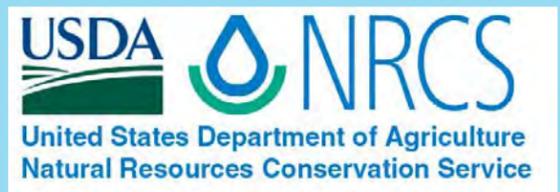


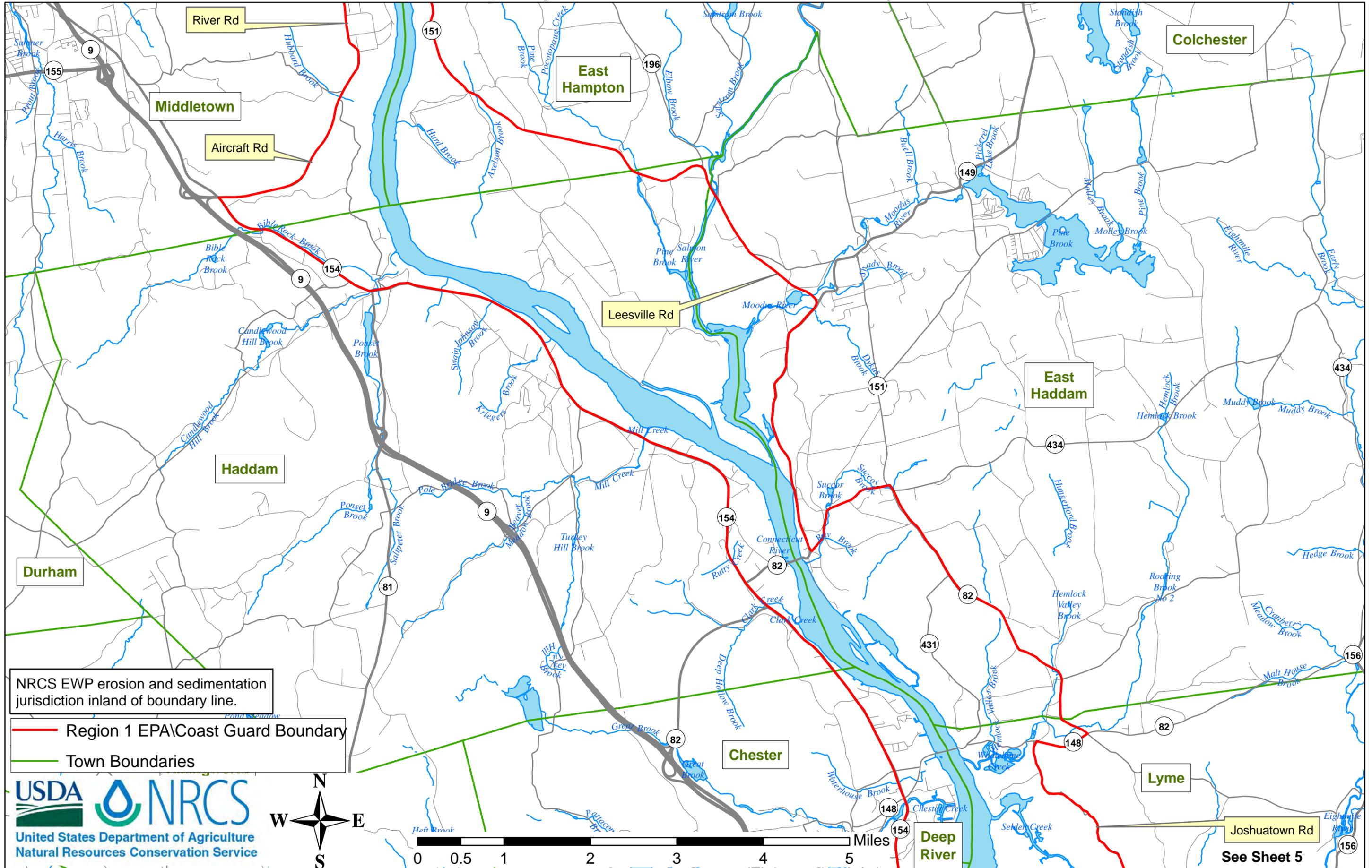
See Sheet 4

See Sheet 8

— Region 1 EPA\Coast Guard Boundary
 — Town Boundaries

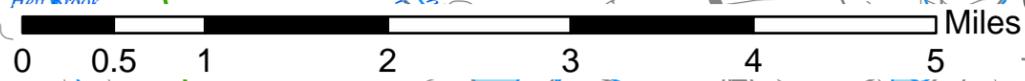
NRCS EWP erosion and sedimentation jurisdiction inland of boundary line.





NRCS EWP erosion and sedimentation jurisdiction inland of boundary line.

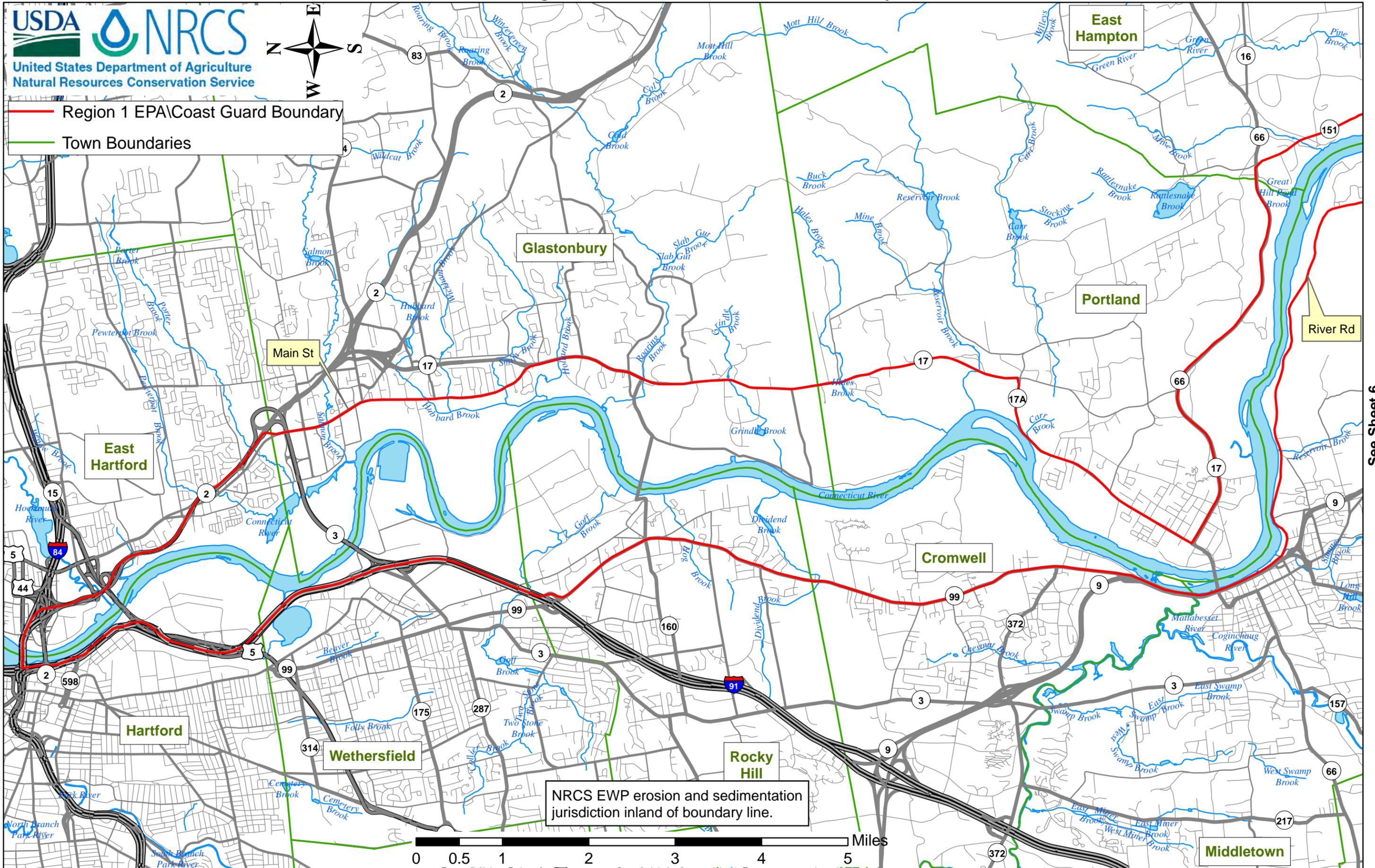
- Region 1 EPA\Coast Guard Boundary
- Town Boundaries



EPA\Coast Guard Region 1 Jurisdictional Boundary - Sheet 7 of 9



Region 1 EPA\Coast Guard Boundary
Town Boundaries



NRCS EWP erosion and sedimentation jurisdiction inland of boundary line.

See Sheet 6

EPA\Coast Guard Region 1 Jurisdictional Boundary - Sheet 8 of 9

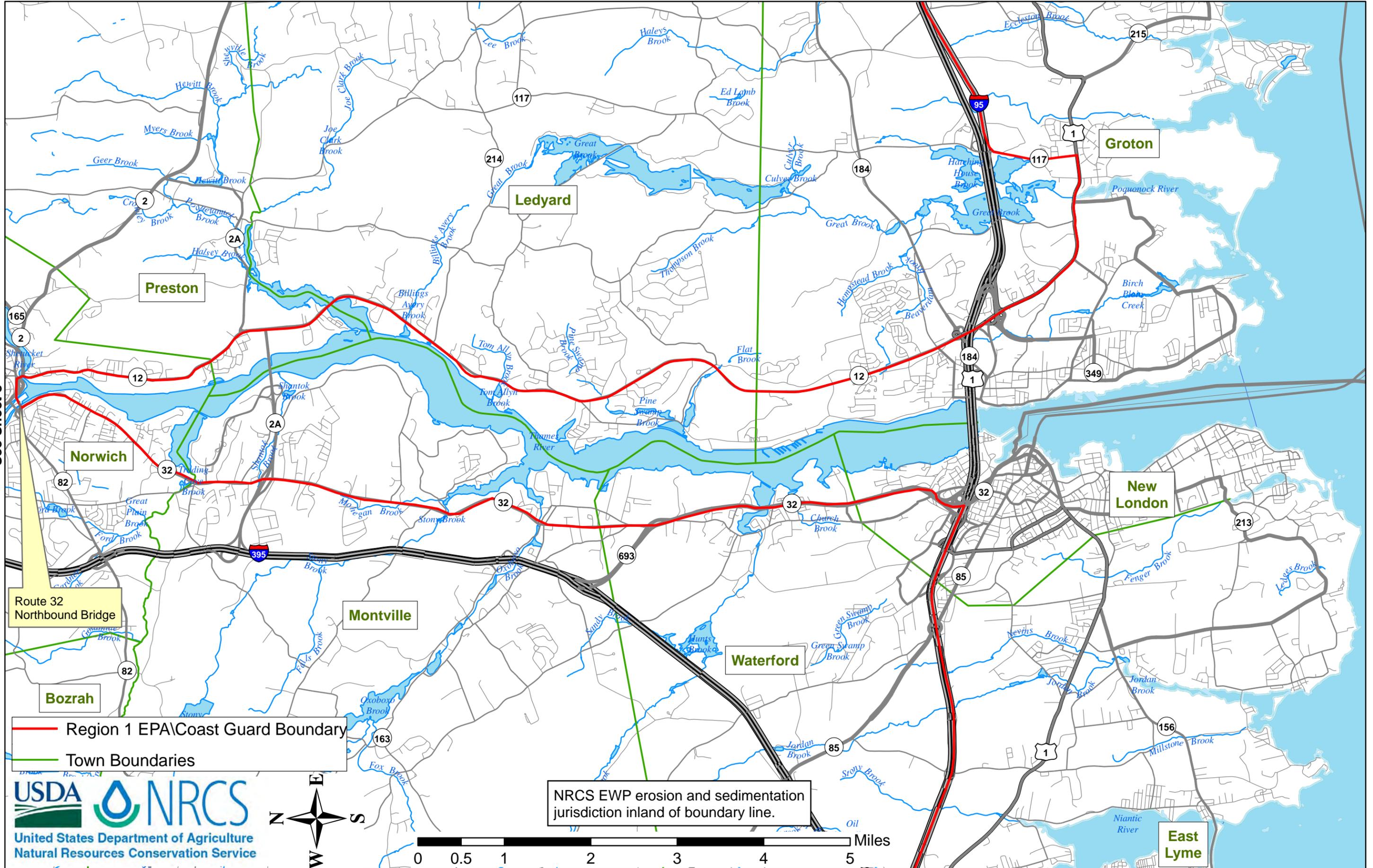


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[M_390__TOC - Amend. 3 - November 2010]

Part 510 - Introduction

Subpart A - General

510.0 Purpose

A. Program Statutory Authorities

This manual sets forth the requirements and procedures for Federal assistance provided by NRCS under the following:

- (i) Section 216 of Public Law 81-516 (33 U.S.C. section 701b)
- (ii) Section 403 of Title IV of Public Law 95-334, the Agricultural Credit Act of 1978

B. Program Regulation

The manual contains NRCS policy for administering the Emergency Watershed Protection (EWP) Program as set forth in 7 CFR Part 624.

C. Policy Applicability

- (1) The policies set forth in this manual are applicable to projects carried out under the statutory authorities set forth in paragraph 500.0A above.
- (2) This manual provides maximum flexibility and ensures consistency and efficient program delivery across the Nation.
- (3) All interpretations must be made within the constraints of the authorizing legislation, the program regulation, and the final programmatic environmental impact statement.
- (4) This manual pertains only to EWP recovery measures and EWP floodplain easements (EWP-FPE). Parts 510 to 513 of this manual provide policy for implementing EWP recovery. Part 514 of this manual provides policy for implementing EWP floodplain easements.

510.1 References

Emergency watershed protection measures must adhere to all applicable Federal, State, Tribal, and local laws and regulations. The major Federal laws and Presidential Executive orders are as follows:

- (1) The National Environmental Policy Act (NEPA) requires that Federal agencies consider the environmental impacts of their proposed actions before they are implemented and document those impacts in the form of an environmental assessment or impact statement, giving the public the opportunity to comment. The NRCS policy on compliance with NEPA is located at 7 CFR Part 650;

Title 190, General Manual (GM), Part 410; and Title 190, National Environmental Compliance Handbook (NECH), Part 610.

(2) The Endangered Species Act of 1973, as amended, seeks to conserve and protect threatened and endangered species.

(3) The Federal Water Pollution Control Act of 1972, as amended, requires section 404 permits for placing dredged material or fill into or adjacent to navigable waters, including wetlands.

(4) Executive Order 12898, Environmental Justice, requires each Federal agency to conduct programs, policies, and activities that substantially affect human health or the environment in a manner that ensures that such programs, policies, and activities do not have the effect of excluding persons from participation in, denying persons the benefits of, or subjecting persons to discrimination under such programs, policies, and activities, because of race, color, or national origin.

(5) The National Historic Preservation Act, as amended (16 U.S.C. Section 470f), directs all Federal agencies to establish a (historic) preservation program. This program is intended to create policies and procedures that foster agency program and project development so that our modern society and our prehistoric and historic resources coexist in productive harmony and fulfill the social, economic, and other requirements of present and future generations.

(i) The NRCS policy is set forth in the 420-GM, Part 401, and the NRCS nationwide programmatic agreement with the Advisory Council on Historic Preservation and National Conference of State Historic Preservation Officers.

(ii) Procedures for compliance with the NHPA are found in the Title 190, National Cultural Resources Procedures Handbook, (NCRPH), Part 601. This national handbook also discusses related laws and Executive orders that direct Federal agencies on the need to consult with American Indian Tribes regarding cultural resources and sacred sites.

(6) Executive Order 11990, Protection of Wetlands.—Each agency must provide leadership and take action to minimize the destruction, loss, or degradation of wetlands and to preserve and enhance the natural and beneficial values of wetlands in carrying out the agency's responsibilities for—

(i) Acquiring, managing, and disposing of Federal lands and facilities.

(ii) Providing federally undertaken, financed, or assisted construction and improvements.

(iii) Conducting Federal activities and programs affecting land use, including but not limited to water and related land resources planning, regulating, and licensing activities.

(7) Executive Order 11988, Floodplain Management.—Each agency must provide leadership and take action to reduce the risk of flood loss to minimize the impact of floods on human safety, health, and welfare and to restore and preserve the natural and beneficial values served by floodplains in carrying out its responsibilities for—

(i) Acquiring, managing, and disposing of Federal lands and facilities.

(ii) Providing federally undertaken, financed, or assisted construction and improvements.

(iii) Conducting Federal activities and programs affecting land use, including but not limited to water and related land resources planning, regulating, and licensing activities.

510.2 Policy

A. Program Objective

The EWP Program helps landowners, operators, and individuals implement emergency recovery measures to relieve imminent hazards to life or property created by a natural disaster that causes a sudden impairment of a watershed. Assistance must be through eligible project sponsors (see Part 511, Subpart A, General, Section 511.3(B)(1) of this manual).

B. Delegated Authority

(1) Role of NRCS.—Administration of the EWP Program has been delegated to NRCS. Overall administrative direction and guidance is provided through the following documents:

(i) 7 CFR, Part 62

(ii) Title 390, National EWP Program Manual, Parts 510 to 515

(iii) EWP emergency recovery plans developed by the State Conservationist (STC)

(iv) EWP programmatic environmental impact statement

(2) Local Natural Disasters

(i) The STC may declare a local emergency and provide assistance under the EWP Program authority (see Part 510, Subpart B, Coordination, Section 510.11(B) of this manual).

(ii) The participation of an eligible project sponsor is required and coordination with other agencies should be conducted as appropriate.

Note: Only the Secretary of Agriculture can make a drought declaration.

C. Scope

(1) EWP technical and financial assistance may be made available if funding is available when—

(i) The President has declared an emergency.

(ii) The STC has declared a local or State emergency.

(iii) The Secretary of Agriculture has declared a drought emergency.

(2) Assistance available under the EWP Program consists of installing emergency measures, including the purchase of floodplain easements (see Part 514 of this manual) to reduce hazards to life or property.

(3) The EWP Program is authorized in the 50 States, the District of Columbia, the Commonwealth

of Puerto Rico, the U.S. Virgin Islands, Guam, the Commonwealth of the Northern Mariana Islands, and American Samoa.

510.3 Responsibilities

A. National Headquarters (NHQ) Staff

- (1) The Deputy Chief for Easements and Landscape Planning (ELP) and the Director, Watershed and Landscape Programs Division (WLPD) will, through the national EWP Program manager—
 - (i) Coordinate the EWP program between States.
 - (ii) Ensure that statutes, regulations, and policies are followed.
 - (iii) Ensure that the program is implemented uniformly.
- (2) The Regional Conservationists are responsible for providing coordination when multistate disasters occur. When more than one region is involved, the Chief will assign the lead responsibility.
- (3) The Financial Management Division will notify the Director, WLPD; the Deputy Chief for Easements and Landscape Planning; the STC; and the national EWP Program manager by e-mail when funds are available in NRCS' financial management system. The national EWP Program manager will assign a project number (see Part 511, Subpart A, Program Administration, Section 511.2) and notify the State administrative officer, State budget officer, State contracting officer, and State EWP Program manager when funds are in the financial system.

B. State Conservationist

The STC or designee is responsible for—

- (i) Implementing the EWP program in the State.
- (ii) Declaring a State or local emergency.
- (iii) Ensuring that only eligible work is carried out and that it is in compliance with all statutes, regulations, and policies.
- (iv) Establishing priorities as set forth in 7 CFR section 624.8(c)(3).
- (v) Submitting a request for funding.
- (vi) Ensuring sufficient staffing to provide required technical assistance to complete the work within the performance time limits (220 days for emergency projects and 10 days for exigent situations).
- (vii) Coordinating with the NHQ staff and others as appropriate.
- (viii) Developing and maintaining the State's EWP emergency recovery plan.
- (ix) Appointing a State EWP Program Manager.
- (x) Submitting final reports.

C. State EWP Program Manager

The State EWP Program Manager or designee is responsible for—

- (i) Keeping the STC informed of all EWP activities.
- (ii) Providing overall coordination of the EWP program.
- (iii) Coordinating the EWP emergency recovery plan with project sponsors and partners.
- (iv) With concurrence from the STC or designee, establishing or assigning interdisciplinary damage survey report (DSR) teams:
 - Ensuring DSR teams are groups of specialists to evaluate damage sites, complete DSRs, and make recommendations on the eligibility and defensibility of each site;
 - Ensuring DSR team members have expertise in contracting, economics, engineering, environmental issues, cultural resources, construction, and or inspection;
 - Ensuring proper coordination among Federal, State, Tribal, and local government agencies in developing a list of priorities on all proposed emergency work;
 - Providing training, technical, and administrative assistance to local field office teams to resolve problems;
 - Tracking program activities, defensibility of work, and expenditures of funds; and
 - Preparing final reports.

D. State Administrative Officer (SAO)

The SAO working with their contracting officer (CO) and budget officer (BO) is responsible for:

- (i) Working with the State EWP Program manager to initiate project and other agreements.
- (ii) Awarding and administering all Federal acquisition contracts.
- (iii) With recommendations from the State resource conservationist or State conservation engineer, appointing the contracting officer's representatives (COR) and inspectors.
- (iv) Accepting the completed work for contracts completed using Federal acquisition procedures.
- (v) Confirm that funds are available to the STC prior to the execution of EWP funding agreements or contracts.

E. State Conservation Engineer (SCE)

The SCE is responsible for:

- (i) Determining construction requirements.

- (ii) Taking the lead in developing the NRCS quality assurance plans.
- (iii) Assuring proper reviews and approvals of plans and specifications before contracting.
- (iv) Determining operation and maintenance (O&M) requirements, if needed.
- (v) Making recommendations to the contracting officer for the appointment of COR and inspectors for engineering work.
- (vi) Providing the necessary technical guidance for inspection, documentation, and acceptance of all work within their scope of responsibility.

F. State Resource Conservationist

The SRC is responsible for:

- (i) Preparing vegetation recommendations and specifications.
- (ii) Ensuring proper reviews and approvals of vegetation measures take place before construction.
- (iii) Determining vegetative O&M requirements if needed.
- (iv) Making recommendations to the contracting officer for the appointment of a COR for vegetation-related work.
- (v) Providing necessary technical guidance for NEPA documentation.

G. District Conservationist (DC) — NRCS Local County or Parish Representative

The DC and the NRCS local county or parish representatives are responsible for—

- (i) Leading an EWP local team to review needs of the district, county, or parish.
- (ii) Serving as the NRCS liaison between local units of government, agencies, tribal governments, and others performing emergency work in the county or parish or on Tribal lands, including—
 - Serving, as needed, on a DSR team
 - Developing information for establishing a list of priorities for the field office's area of responsibility (see [7 CFR section 624.8\(c\)\(3\)](#)).
- (iii) Serving as the local contact person for media requests in the county.
- (iv) Representing NRCS in interactions with landowners.

H. Public Affairs Specialist (PAS)

The PAS is responsible for:

- (i) Preparing news releases regarding the EWP and current efforts by NRCS to address natural disaster recovery efforts.
- (ii) Web page information identifying NRCS EWP activities.

I. The COR or Contracting Officer's Technical Representative (COTR) for Federal Contracts and Government Representative (GR) for Locally Awarded Contracts

The COTR and GR are responsible for—

- (i) Monitoring contract compliance and providing technical direction to inspectors
- (ii) Acting as a liaison between the CO and the project sponsor
- (iii) Maintaining accurate written records on work progress
- (iv) Assisting the CO with contract administration

J. Inspector

The inspector is responsible for:

- (i) Communicating frequently with contractors and engineers for compliance with the plans and specifications
- (ii) Providing onsite inspection of ongoing work
- (iii) Maintaining accurate written records of work in progress as directed
- (iv) Preparing "as-built" plans

K. Project Sponsors

The project sponsors are responsible for:

- (i) Providing a written request to the STC for assistance with appropriate documentation
- (ii) Accepting requests for assistance from landowners
- (iii) Obtaining the necessary real property rights, including any rights needed for the relocation of fences, bridges, etc.
- (iv) Obtaining a signed Form NRCS-ADS-78, "Assurances relating to Real Property Acquisition," and a signed attorney's opinion, as appropriate
- (v) Obtaining the required Federal, State, Tribal, and local permits
- (vi) Arranging for any necessary relocation of utilities
- (vii) Providing the required local share of construction costs
- (viii) Executing an O&M agreement and ensuring compliance with the O&M plan, as necessary
- (ix) Helping to establish priorities for work
- (x) Publicizing the availability of the EWP Program
- (xi) Participating on a DSR team as needed
- (xii) Accepting the completed work for projects installed using locally awarded contracting procedures as appropriate

- (xiii) Conducting outreach to underserved populations

510.4 Requests for Waivers

A. To the extent allowed by law, waivers may be granted for those unusual situations or circumstances where it is in the best interest of the Government to implement the EWP project. (see 7 CFR section 624.11). A request for a waiver is the exception (and should be rarely used) and not the norm in implementing the EWP program.

- (1) If the STC determines that an unusual situation has occurred, or that a special condition exists, he or she may request a waiver of the policy set forth in this manual.
- (2) All requests for a waiver must be in writing and must be accompanied by a rationale and justification regarding the need for the waiver of EWP Program policy consistent with the statute. All requests for waiver will be submitted to the Deputy Chief for ELP for consideration (see 7 CFR Section 624.11). (**Note:** The position of Deputy Chief for Programs was eliminated during the agency's 2009 reorganization. The Deputy Chief for ELP is now the approval authority for waivers.)
- (3) All requests for waivers must include specific documentation stating why the waiver is in the best interest of the Federal Government.

B. Waivers will not be granted for—

- (1) The expiration dates of contracts and agreements that have expired
- (2) All or less than two mandatory criteria required for an area to be considered a limited resource area
- (3) Extension requests over the 220 day rule

[M_390__510_A - Amend. 3 - November 2010]

Subpart B - Coordination

510.10 Pre-Disaster Preparedness

A. Emergency Recovery Plan

Each State Conservationist (STC) must develop and maintain an emergency watershed protection (EWP) emergency recovery plan (ERP) that contains specific procedures for implementing emergency recovery measures if a disaster occurs. The STC must review and update the ERP biennially or more frequently if appropriate. The STC should solicit input from the following entities:

- (i) U.S. Forest Service (USFS)
- (ii) USDA Farm Service Agency (FSA)
- (iii) USDA Rural Development (RD)
- (iv) U.S. Fish and Wildlife Service (USFWS)
- (v) Bureau of Land Management (BLM)
- (vi) Bureau of Reclamation (BOR)
- (vii) Environmental Protection Agency (EPA)
- (viii) U.S. Army Corps of Engineers (USACE)
- (ix) National Marine Fisheries Service (NMFS)
- (x) Federal Emergency Management Agency (FEMA)
- (xi) State office of emergency preparedness
- (xii) Tribal historic preservation office
- (xiii) Tribal councils (State or federally recognized)
- (xiv) State historic preservation officer (SHPO)
- (xv) State emergency management agency
- (xvi) Conservation districts
- (xvii) National Weather Service (NWS)
- (xviii) Other State and Tribal agencies

B. Special Coordination

Emergency recovery plans must include special attention to comply with laws, Executive orders, and other requirements as outlined in Part 510, Subpart A, General, Section 510.4, of this manual.

C. Emergency Recovery Plan Content

The ERP should contain information to assist NRCS, the emergency action team (comprised of partners identified in Part 510, Subpart B, Coordination, Section 510.10(A), of this manual), and project sponsors to efficiently and effectively implement EWP measures in the event of a natural disaster. The ERP must include, but is not limited to the following:

- (i) Introduction
- (ii) List of primary and secondary agency contacts with the following information:
 - Name and title

- Agency
- Mailing address
- Telephone number (office, home, mobile)
- Fax number
- E-mail address
- (iii) Agency roles and responsibilities
- (iv) Project sponsor responsibilities
- (v) Emergency recovery process that includes a description of the process and a flowchart
- (vi) Description of typical recovery measures
- (vii) Permits for the following:
 - Section 404 of the Clean Water Act
 - State Water Quality
- (viii) Contracting procedures
- (ix) General Services Administration advantage contractors
- (x) Environmental coordination for the following:
 - Endangered Species Act emergency consultation
 - Cultural resource consultation
 - Tribal consultation
 - Coastal zone management area
 - Essential fish habitat
 - Wild and scenic rivers
- (xi) Interagency coordination
- (xii) Appendices of the ERP, as follows:
 - Sample damage survey report
 - Standard drawings
 - Sample project agreement

510.11 Coordination

A. Presidential Declaration

(1) Under Public Law 93-288, the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, as amended, when the President declares an area a major disaster area, all emergency work will be coordinated with FEMA or its designee (7 CFR Section 624.5(a)).

(2) FEMA will not coordinate NRCS' work unless conflicts arise from adjacent sites where FEMA has responsibility. During the recovery period, if FEMA transfers this responsibility to the Federal Regional Council or another authorized agency response effort, NRCS will be responsive to that council or organization. During flood recovery events, levee repair and floodplain easement work will be coordinated with the State-level Silver Jacket Flood Risk Management Team where available.

B. State and Locally Declared

In a State or locally declared disaster where the STC determines that a watershed impairment exists, NRCS will assume the lead in providing assistance and coordinating work with the appropriate State office of emergency preparedness, as well as with other Federal, Tribal, or local agencies involved with administering emergency programs as appropriate and as outlined in the ERP.

C. Impairment on U.S. Forest Service Lands

Where watershed impairment is found to exist on land owned exclusively by the USFS, the USFS will determine the existence of the impairment, assume the lead, provide assistance, and coordinate work with the appropriate State office of emergency preparedness or other Federal, Tribal, or local agencies involved with emergency activities. (7 CFR Section 624.1).

[M_390__510_B - Amend. 3 - November 2010]

Part 511 - Program Administration

Subpart A - General

511.0 Introduction

A. Overview

Emergency Watershed Protection (EWP) assistance may be made available when sudden watershed impairment occurs that creates an imminent threat to life or property, as determined by the State Conservationist (STC). The EWP Program provides recovery assistance consisting of emergency

measures for repair and restoration of eligible sites.

B. Multistate Disasters

The Regional Conservationists are responsible for providing coordination when multistate disasters occur. When more than one region is involved, the Chief will assign the lead responsibility.

C. Personnel Management

If there are insufficient NRCS personnel available to implement EWP activities, the STC will ensure that qualified assistance is obtained from other locations or sources to ensure projects are completed within the timeframes specified (see Part 512, Subpart B, Section 512.13 of this manual).

511.1 Electronic Disaster Reports

STCs must submit an initial report electronically ([see part 515- Exhibits, subpart C, Forms, 515.20 A](#)) to the national EWP program manager within 5 working days after any natural disaster event that may be eligible for EWP assistance. The notification will provide the EWP Program manager advance notice of the potential need for disaster recovery assistance.

511.2 Project Code Numbers

The Conservation Engineering Division (CED) staff will assign a project number (5000 series) when an initial project request is funded for a specified natural disaster. One project number will be assigned for each disaster event. The STC may add digits for their own use if desired for the purpose of further defining the event, projects, or contracts. The assigned project number will be used to account for funds expended in NRCS's financial accounting system, as well as for correspondence, communications, and reporting. The STC will provide a summary of all financial assistance (FA) and technical assistance (TA) expenditures in a final report ([see part 513, subpart A, section 513.1 of this manual](#)) for each project number.

511.3 Eligibility for Recovery Assistance

A. General

EWP recovery assistance is made available to eligible project sponsors as defined in section 511.3B. Private entities or individuals may only receive assistance through sponsorship by a project sponsor (see 7 CFR section 624.6(a) (1)).

B. Project Sponsor Eligibility

- (1) A project sponsor is—Any legal subdivision of a State government or a State agency, including the following:
 - (i) Cities
 - (ii) Counties or parishes
 - (iii) Towns
 - (iv) Municipal authorities
 - (v) Townships
 - (vi) Soil and water conservation districts
 - (vii) And when chartered under State laws, entities such as—
 - Levee districts
 - Irrigation districts
 - Drainage districts
- (2) Any Native American Tribe or Tribal organization as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. section 450b).
- (3) A project sponsor must—
 - (i) Have a legal interest in, or responsibility for, the areas threatened by a watershed emergency.
 - (ii) Be capable of obtaining necessary land rights and required permits.
 - (iii) Be capable of performing all required operation and maintenance (O&M) responsibilities.
 - (iv) Administer contracting when part of a local agreement.

C. Program Eligibility

- (1) The STC may provide assistance based on a determination that the current condition of the land or watershed impairment poses a threat to health, life, or property.
 - (i) Assistance includes EWP practices associated with removing threats to public health and safety and restoring the natural environment to the greatest extent practical after natural disasters.
 - (ii) Property is considered any artificial structure permanently affixed to the land such as, but not limited to, houses, buildings, roads, utilities, structures, dams, etc. Standing timber, orchards, growing crops, other agronomic crops, etc. are not considered property under the EWP Program. If the threat is only to standing timber, orchards, growing crops, other agronomic crops, etc., it is not eligible for EWP Program assistance.
 - (iii) The potential for a threat to life, health, or property may be at the site, upstream of the site, or downstream of the site (e.g., sedimentation deposited downstream, flooding upstream, etc.).

(2) Assistance is available only when eligible sponsors document that they have exhausted other resources or have insufficient funding available to provide adequate relief from applicable hazards (see 7 CFR section 624.6(b)(3)(iv)). Documentation may be in the form of a letter from the sponsor to the STC. (see Part 515, Exhibits, Subpart F, Section 515.50)

D. Eligible Measures

- (1) NRCS will only provide assistance for measures that—
 - (i) Reduce threats to life or property from a watershed impairment, including sediment and debris removal.
 - (ii) Provide protection from additional flooding or soil erosion by retarding runoff.
 - (iii) Remove debris deposited by a natural disaster that would affect runoff or erosion.
 - (iv) Restore the hydraulic capacity to the natural environment to the maximum extent practical based upon pre-event conditions.
 - (v) Are economically, socially, and environmentally defensible and technically sound.
- (2) Measures must also provide immediate, adequate, and safe relief from the hazard (see 7 CFR sections 624.6 (b) and (c)). In addition, they must—
 - (i) Be limited to measures or practices that to the greatest extent possible use the least damaging practical construction techniques and equipment that retain as much of the existing characteristics of the landscape and habitat as possible (see 7 CFR section 624.6(e)).
 - (ii) Conform to all applicable statutes, published regulations, and Executive orders.

E. Prior Work

- (1) EWP Program funds may not be used to reimburse project sponsors for work performed before a document obligating funds has been signed by the project sponsor and NRCS (see OMB Circular A–87, Attachment B, Item 32, “Professional Services Costs”).
- (2) Detailed working arrangements must be established between the project sponsors and NRCS before starting construction or installation of the works of improvement in which NRCS has a financial interest. These arrangements must be established in a type of cooperative agreement called a project agreement.

F. Repair of NRCS Assisted Measures

EWP Program funds may be used to repair previously installed measures funded through Public Law 83-156, Public Law 83-566, Public Law 78-534, or Public Law 97-98 Resource Conservation and Development (RC&D) provided the following criteria are met:

- (i) All project sponsor O&M responsibilities have been performed and are current.
- (ii) No engineering or structural deficiencies existed before the disaster that impacted the damaged portion of the structure.

511.4 Limitations

A. EWP program funds may not be used to—

- (1) Provide assistance on any Federal lands (including Federal-aid highways), unless adequate safeguards are followed to avoid augmentation of other Federal agencies as defined in the U.S. Government Accountability Office’s Principles of Federal Appropriations Law, chapters 2 and 3, “Transfer and Reprogramming” (see 7 CFR section 624.6(b)(2)(iv)). The following exceptions to this prohibition apply:
 - (i) Where the project sponsor controls an easement and has maintenance responsibilities, NRCS may provide EWP assistance as appropriate on Federal lands (e.g., roads rights-of-way).
 - (ii) The removal of threats to Federal-aid highways is permitted where it is incidental to other eligible protection.
- (2) Provide recovery assistance for structural measures to a site more than twice in any 10-year period (see 7 CFR section 624.6(b)(2)(i)). This limitation applies to the repair or protection of structural measures only. NRCS does not intend to limit the number of times that debris or similar obstruction can be removed in the same location due to a natural or constructed restriction in a waterway.

Note: The purchase of floodplain easements (see Part 514 of this manual), where applicable, is the only EWP Program option remaining when damage to structural measures occurs a third time within a 10-year period following the original recovery work.

- (3) Dispose of animal carcasses, except as follows: Although NRCS does not have the authority to dispose of animal carcasses, EWP Program policy and 7 CFR section 624.6(c) provides the authority to remove debris from watercourses when that debris may create an imminent hazard to life and property. Disposal of animal carcasses (primarily livestock) is eligible when carcasses meet the definition of debris and affect runoff retardation or soil erosion prevention, consistent with the statutory eligibility requirements.
- (4) Perform O&M, such as the periodic or routine work necessary to maintain the efficiency and effectiveness of a measure to perform as originally intended (e.g., removing sediment or debris from reservoirs or debris basins) (see 7 CFR section 624.6(b)(2)(ii)).
- (5) Solve watershed or natural problems that existed prior to a natural disaster.
- (6) Repair, rebuild, or maintain public or private transportation facilities (e.g. roads, bridges) or correct damage to transportation facilities administered by Federal Highway Administration,

Department of Transportation (see 7 CFR section 624.6(b)(2)(iii)).

(7) Repair damage in violation of the 1986 memorandum of agreement (MOA) between the Soil Conservation Service and the U.S. Army Corps of Engineers (USACE) (see part 515, subpart E, section 515.40 of this manual). USACE and NRCS have agreed to use the following general guidelines in dividing responsibilities between the two agencies when a disaster occurs. Other assignments may be made by FEMA under the provisions of Public Law 93-288 and regulations issued pursuant to that act.

(i) The USACE is responsible for repair of flood damage to non-Federal water projects installed for the purpose of controlling flood waters, including appurtenant streambank erosion, control and prevention. This will normally include repairs to non-Federal flood protection projects (channels, levees, or similar works) in urbanized areas regardless of watershed size (subject to the provisions of paragraph III in the MOA).

(ii) The NRCS is responsible for repair of flood damage to non-Federal water projects that were installed—

- In small watersheds of 400 square miles or less for the purpose of flood prevention.
- To prevent erosion, regardless of location, except damages to features that are appurtenant to projects that are the responsibility of the USACE.

(iii) For any non-Federal flood control project damaged by a natural disaster other than flood (such as fires, tornadoes, and earthquakes) where assistance from the USACE under Public Law 84-99 is not authorized, NRCS has primary responsibility for responding to applications for emergency assistance.

(8) Increase the pre-disaster capacity of a channel by constructing a new channel, enlarging the old channel, or relocating the stream. Modifying the channel based upon regional curve data, which maintains the same channel capacity upstream and downstream and is necessary to stabilize the channel, is allowable. Sediment and debris removal is not considered new construction.

(9) Repair coastal erosion to beaches, dunes, and shorelines, including those along the Great Lakes.

(10) Landscaping practices exclusively for aesthetic purposes.

(11) Drill or modify wells, construct pipelines, install irrigation equipment, or purchase portable equipment.

(12) Repair or rehabilitate structural, enduring, or long-life conservation practices or measures eligible for funding under the Emergency Conservation Program (ECP) defined in Farm Service Agency Handbook, 1–ECP (see 7 CFR section 624.6(b)(3)(i)). NRCS may authorize EWP assistance for modifying damaged practices when technology advances or construction techniques warrant modifications, including when modifications are the result of Federal permitting or other requirements necessary to implement the recovery measure and will be cost-shared as described in 7 CFR Part 624.

(13) Repair or rehabilitation of nonstructural management practices, such as conservation tillage and other similar practices (see 7 CFR section 624.6(b)(2)(v)).

511.5 Appeal Rights

A. Appealing EWP Determinations

(1) Only NRCS decisions relating to eligibility for EWP Program may be appealed in accordance with 7 CFR part 614 and 7 CFR part 11, as applicable.

(2) Decisions rendered under the EWP Program may be appealed in accordance with 7 CFR part 614 (see Title 440, Conservation Programs Manual (CPM), Part 510).

B. Preliminary Technical Determinations

Program decisions to determine program eligibility are issued as final decisions. However, if the program decision is based on a technical determination, then the following appeal rights will be provided, if time allows:

- (i) Field review by the local NRCS decision maker (DC or designee)
- (ii) Reconsideration by the STC
- (iii) Mediation
- (iv) Request for expedited final review

C. Final Technical Determinations

- (1) Appeal to the STC
- (2) Appeal to the National Appeals Division (NAD)

D. Final Program Decisions

(1) Notification of NRCS final decisions must be provided to program participants (for EWP recovery measures, the program participant is the project sponsor).

(2) If the final program decision is issued in the essence of time, and the decision is based on a technical determination on which no appeal rights were previously provided; the following appeal rights will be provided on both the program decision and the technical determination—

- (i) Appeal to the STC
- (ii) Mediation
- (iii) Appeal to the National Appeals Division

E. Non-Appealable Decisions

The following decisions are generally held not to be appealable:

- (i) Payment rates, payment limits, and cost-share percentages
- (ii) NRCS program funding decisions
- (iii) Technical standards and criteria that apply to all persons
- (iv) Other matters of general program applicability

F. Appealability Reviews

- (1) The NAD director has the final authority on issues of appealability, see appealability Reviews; [eDirectives System Website](#) (click manuals, Title 440 – Programs, Part 510, Subpart A, Section 510.2(c), Appealability Reviews. A program participant may request that the NAD director review the NRCS decision of non-appealability. A request must be filed no later than 30 calendar days after notification that an issue is not appealable. The NAD director or designee will determine whether the issue is adverse to the participant (and thus appealable) or is a matter of general applicability, and therefore not subject to appeal. The NAD director's determination is final and not subject to review.
- (2) Upon NAD notification that a project sponsor has requested an appealability review, the STC will file the agency response to the appropriate NAD region within 15 calendar days of receipt of the request for information.

511.6 Cost-Sharing

A. Rate

EWP Program funds may be used as follows:

- (i) EWP funds used toward implementation of emergency measures may not exceed 75 percent of the construction costs of emergency measures, including work performed to mitigate adverse environmental impacts as a result of emergency measures.
- (ii) The cost-sharing rate of EWP funds for limited resource areas may not exceed 90 percent.

Note: Matching Federal-to-Federal funding for EWP recovery measures is prohibited as identified in the Appropriations Law, Volume II, Chapter 10, section E.5.a(3) which states the following:

- (iii) Matching One Grant with Funds from Another.—an important logical principle is that neither the Federal nor non-Federal share of a particular grant program may be used by a grantee to match funds provided under another Federal grant program unless specifically authorized by law. In other words, a grantee may not use—
 - Funds received under one Federal grant as the matching share under a separate grant.
 - The same grantee dollars to meet two separate matching requirements. 56 Comp. Gen. 645 (1977); 47 Comp. Gen. 81 (1967); 32 Comp. Gen. 561 (1953); 32 Comp. Gen. 141 (1952); B-214278, January 25, 1985; B-212177, May 10, 1984; B-130515, July 20, 1973; B-229004-O. M., February 18, 1988; B-16201 –O. M., August 17, 1967. See also Common Rule Section .24(b), 53 Fed. Reg. 8092. A contrary rule would largely nullify the cost-sharing objective of stimulating new grantee expenditures.
- (iv) Normally, exceptions to the rule are in the form of express statutory authority. A prominent example is section 105(a)(9) of the Housing and Community Development Act of 1974, 42 U.S.C. Section 5305(a)(9).

B. Removal of Buildings and Similar Structures

Removal of buildings and similar structures are only allowed for sites that qualify for floodplain easements (see part 514, subpart E, of this manual).

C. Limited-Resource Areas

- (1) To determine if an area qualifies for limited-resource status, the most recently published Census Bureau data will be used in making the determination on a county or parish basis. To be considered a limited-resource area, the county must meet all three of the following criteria:
 - (i) Housing values are less than 75 percent of the State housing value average.
 - (ii) Per capita income is 75 percent or less than the national per capita income.
 - (iii) Unemployment is at least twice the U.S. average over the past 3 years, based on annual unemployment figures.
- (2) NRCS will use the most recent national census information available when determining housing values and per capita income.
- (3) In no case will limited-resource status be granted for a single individual, household, or landowner.

D. Trusts and Territories

The project sponsor's share of the costs for the construction of EWP eligible measures may be waived for EWP measures to be installed in American Samoa, Guam, the U.S. Virgin Islands, and the Northern Mariana Islands in accordance with 48 U.S.C. Section 1469(d), which requires notifying Congress. The waiver provision found in part 510, subpart A, section 510.6, of this manual may also be used to consider a cost-share waiver.

E. Project Sponsor Contribution

In accordance with 7 CFR 624.6(a), sponsors must:

Contribute their share of the project costs, as determined by NRCS, by providing funds or certain services necessary to undertake the activity. Contributions that may be applied towards the sponsor's applicable cost-share of construction costs include:

- Cash
- In-kind services such as labor, equipment, design, surveys, contract administration and construction inspection, and other services as determined by the State Conservationist
- A combination of cash and in-kind services

F. Project sponsors are required to acquire all necessary land rights and permits.

Such activities are not eligible for any EWP cost sharing and do not qualify as in-kind or reimbursable services for TA or FA contribution. A project sponsor's administrative costs (such as attending meetings, obtaining land rights and permits, reviewing internal documents outside the project scope, and clerical services) for carrying out their responsibilities are not eligible for any EWP cost sharing and do not qualify as in-kind or reimbursable services for FA or TA contribution.

G. Recovery Project Enhancement

If the project sponsor requests the enhancement or improvement of EWP recovery measures go beyond what is necessary to repair or restore the impacted area, the additional cost of the enhancement or improvement requested will be totally borne by the project sponsor. This additional cost will include NRCS technical assistance on a reimbursable basis (see 7 CFR Section 624.6(b)(4)).

H. Mitigation for Adverse Impacts of Recovery Measures

When recovery activities require mitigation, the additional costs will be included in the total costs of the EWP recovery measure and will be cost-shared with the project sponsor based upon the amounts established for that project. Technical assistance expenditures that are the responsibility of NRCS associated with compliance with Federal or State requirements will typically be 100 percent funded by NRCS.

511.7 Exigent Situations

A. Definition (see Part 515, Exhibits, Subpart B, Section 515.10)

The term "exigency" means those situations that demand immediate action to avoid potential loss of life and property. This includes situations where if action to remedy the situation is not taken immediately and a subsequent natural disaster event were to occur within a few hours or days, it could compound the impairment, cause new damages, or cause loss of life, .

B. Conditions

- (1) The project, if not repaired immediately, may result in the loss of life or property from a subsequent disaster.
- (2) Exigency measures can include temporary solutions until permanent recovery measures can be designed and implemented.
- (3) A contracting officer with the appropriate warrant level will select and implement appropriate procurement methods to carry out the remedial work.
- (4) The "exigency" designation must not be used to circumvent the permit process or to circumvent full and open competition of Federal acquisitions or contracting.
- (5) Funding will be based on actual exigent needs and the availability of funds.

C. Funding

National Headquarters must approve funds prior to initiating exigent actions.

D. Authority to Proceed

The STC is authorized to perform eligible emergency measures to alleviate the exigent situation if—

- (i) A Damage Survey Report (DSR) (see Part 515, Exhibits, Subpart C, Section 515.20 (b) has been or will be completed before the end of the exigency work. However, compliance with NEPA and other local, State, and Federal laws will need to be documented before start of construction.
- (ii) EWP Program funds have been allocated.
- (iii) The action meets EWP Program eligibility requirements.
- (iv) Cost-share funds are available from the project sponsor.
- (v) Procurement authority and procedures can be accomplished within the timeframe required.
- (vi) Necessary land rights and permits have been acquired by the project sponsors.
- (vii) All work on exigent situations will be completed within 10 days from the time the site is accessible and funding is approved.

[M_390___511_A - Amend. 4 - April 2012]

Subpart B - Assistance

511.10 Requests for Assistance

A. Application

Project sponsors seeking emergency watershed protection (EWP) assistance must apply (see [Part 515, Exhibits, Subpart F, "Sample Letters," Section 515.50](#) in this manual) to the State Conservationist (STC) in writing (see Part 511, Subpart A, General, Section 511.7(D) of this manual for exigency procedures). Project sponsors may use Standard Form (SF)- 424, "Application for Federal Assistance," but must ensure that following information is provided:

- (i) A description of the problems encountered and the assistance needed, including the following:
 - Nature of the problem
 - Location
 - Scope of the problem
- (ii) Commitment by the project sponsor to assume the following responsibilities:
 - Provide local cost share
 - Land rights acquisition
 - Permits
 - Operation and maintenance (O&M), if required
- (iii) A statement indicating funds have either been exhausted or insufficient to provide adequate recovery measures from the applicable hazards.
- (iv) A statement identifying other State or Federal funding received or application submitted.

Note: Detailed information is not required at the time of the initial request (see [Part 515, Subpart F, "Sample Letters,"](#) in this manual).

B. Catalog of Federal Domestic Assistance (CFDA)

The CFDA number for the EWP program is 10.923. The CFDA number should be used by sponsors, as needed, for auditing and reporting purposes.

C. Time Limits

- (1) Project sponsors must submit a request for assistance within 60 days following the date of the natural occurrence that caused the watershed impairment, or 60 days from the date when access to the site becomes available (see Section 511.7, "Exigency Time Limits").
- (2) Waivers to this requirement may be requested by the STC for consideration by the Deputy Chief for Easements and Landscape Planning when unusual situations exist. Include the rationale and supporting documentation for each request (see [Part 510, Section 510.6, of this manual](#)).

511.11 Requesting Funds

A. The STC or his or her designee must make a request for funding EWP measures to the EWP national program manager within 60 days of the sponsor's request for assistance. Requests must be submitted using the "Request for Establishment of a EWP Drawing Account" worksheet found in [Part 515, subpart C, section 515.20 \(E\), "Request for Establishment of a EWP Drawing Account." As a minimum, the "Request for Establishment of a EWP Drawing Account" worksheet must be accompanied by a copy of the first and second page of each completed damage survey report \(DSR\) with photographs showing the damages as supporting documentation](#). Photographs must be of sufficient quality and detail to clearly show the damages at the site and any potential impacts upstream and downstream of the site.

B. Due to the seriousness of exigent situations and the need to immediately alleviate the threat, request for funds may be made based on the STC's estimate or a completed DSR. Exigency funding will be sent at 100 percent of the financial assistance (FA) request and 100 percent of the technical assistance (TA) request to facilitate the recovery work. The STC may begin expenditure of exigency funds upon notification that funds are in the Foundation Financial Information System (FFIS) or written notification from the Deputy Chief for Easements and Landscape Planning.

C. Expenditure of funds for 220-day emergency projects will be subject to availability of funds in a drawing account. The STC may begin expenditure of funds upon notification that funds are in FFIS (see Part 510, Subpart A, General, Section 510.5(A)(3), of this manual).

511.12 Establishment of a Drawing Account

A drawing account must be established for each event when funding is available. (Exigencies are not subject to a drawing account.) (see Part 515, Subpart C, Forms, Section 515.20(D) of this manual.)

- (1) When funding is available, the Watershed and Landscape Programs Division (WLPD) will establish a drawing account for the event and 100 percent of the FA will be allocated to the STC. A percentage of TA funding, usually 50 percent, will be allocated with the FA to complete DSRs, facilitate project design, and initiate contracts. The balance of the TA will remain in the State's drawing account.
- (2) The STC may request the remaining TA from the State's drawing account, as needed to

implement the EWP Program. The request will be accompanied with appropriate documentation for the TA need. To expedite the TA allocation process, all requests should be made by email or fax to the national EWP Program manager.

511.13 Fund Allocation and Usage

A. General

- (1) The Director, WLPD, is responsible for all fund allocations associated with EWP recovery activities, including FA and TA.
- (2) TA for States performing initial disaster damage assessments and preparing damage survey reports will be charged to conservation technical assistance funds until EWP funds are made available.

B. Availability

- (1) Funds are considered available to the STC when written notification is received from National Headquarters (Part 510, Subpart A, General, Section 510.3(A)(3).
- (2) Unused funds remaining after the specific timeframes (220 days for emergencies and 10 days for exigencies) will be returned to the national EWP Program manager's account, unless a time extension is granted in accordance with Part 512, Subpart B, Implementation, Section 512.13(B) of this manual.
- (3) Projects that are not immediately funded will be placed on the national EWP wait list. The STC will review projects on the wait list at least quarterly to determine if the projects are still valid and if funding is still needed. The STC will provide in writing to the national EWP program manager any changes in the project status and revised funding needs (see Part 512, Subpart B, Implementation, Section 512.14 (D) of this manual).

C. Recovery Work

- (1) Financial assistance may only be used to fund the cost of construction of the recovery measures (see 7 CFR Section 624.7) in accordance with Section 511.6.
- (2) TA funds must not exceed 20 percent. The 20 percent is calculated based upon 75 percent of construction costs (i.e., 90 percent in limited-resource areas would only receive 20 percent based upon 75 percent of the construction costs) for EWP recovery measures. TA funds may be used in accordance with Section 511.6(F) and as follows:
 - (i) Salaries of NRCS employees related to the EWP activities
 - (ii) Travel
 - (iii) Overtime
 - (iv) Services
 - Planning
 - Design
 - Geotechnical and testing, etc.
 - Inspection
 - Administration and contracting activities
 - Cultural resource investigation and evaluation surveys and assessments
 - Develop endangered species biological assessments
 - (v) Equipment and supplies
 - (vi) Renting temporary office space (emergency operations center)
 - (vii) Hiring part-time and non-USDA temporary staff
- (3) Section 511.6(F) of this manual specifies what types of technical services are reimbursable to project sponsors using TA funds.

[M_390___511_B - Amend. 3 - November 2010]

Part 512 - Planning and Implementation

Subpart A - Planning

512.0 NRCS Responsibilities During the USDA Response

- A. Immediately following a natural disaster event that could result in a watershed impairment, NRCS will conduct a rapid survey to determine the extent of disaster-related damages and provide the Watershed and Landscape Programs Division (WLPD) an estimate of eligible emergency watershed protection (EWP) recovery measures (see Part 511, Subpart A, General, Section 511.1 of this manual).
- B. NRCS should invite potential project sponsors to participate in the rapid survey.
- C. If EWP eligibility is anticipated, transmit this information to National Headquarters (NHQ) using the "Electronic Disaster Report" (EDR) (see Part 515, Exhibits, Subpart C, Section 515.20(A) in accordance with Part 511, Program Administration, Subpart A, General, Section 511.1 of this manual).

D. Once a project sponsor has requested assistance indicating they can fulfill all project sponsor responsibilities in accordance with Part 511, Program Administration, Subpart B, Assistance, Section 511.10 (A), of this manual, NRCS will establish an interdisciplinary team to evaluate the site and complete the damage survey report with the sponsor. Expertise recommended for the team should include the following disciplines:

- (1) Personnel with EWP program experience
- (2) Engineering
- (3) Resource conservation and planning
- (4) Economics
- (5) Biology
- (6) Cultural resources including:
 - (i) Archeology
 - (ii) Anthropology
 - (iii) Historic preservation
- (7) Contracting
- (8) Other disciplines as required

E. Program eligibility determinations may not be delegated to any other entity.

512.1 Damage Survey Report (DSR)

(See Part 515, Exhibits, Subpart C, Forms, Section 515.20 (C))

A. Use of DSR

(1) The DSR (see Section 515.20 (C) of this manual) is the primary document in the planning process to record all assessments, evaluation, and planning decisions for EWP recovery measures. A DSR must be completed for every site determined eligible for EWP assistance. The DSR must include sufficient data and information to document eligibility in accordance with Section 511.3, of this manual.

(2) DSRs may be completed in either of the following manners:

- (i) One eligible site per DSR
- (ii) Groups of similarly impaired sites within a limited geographic area per DSR

B. Completing DSRs

DSRs must be completed within 60 days of the formal request for assistance from the sponsor. Time extensions beyond 60 days may be granted to provide additional time to obtain information to prepare the DSR for events that are widespread or when access is limited. Time extensions must be requested in writing to the Deputy Chief for Easements and Landscape Planning with sufficient documentation stating the reasons why the request is in the best interest of the Federal Government. (See Part 515, Subpart F, of this manual for a sample letter requesting a time extension).

C. Distribution of DSRs

States must maintain complete copies of the DSRs. Electronic copies of DSRs are acceptable and preferred. The first two pages of the DSR must be transmitted to the national EWP Program manager along with the funding request. WLPD may request complete copies of DSRs as needed.

D. Record Disposition of DSRs

DSRs for structural recovery measures will be maintained by the State Conservationist (STC) for a minimum of 10 years following the completion of EWP assistance to check for repetitive damage in accordance with ([General Manual \(GM\), Title 120, Part 408, A, B and D](#)) of this manual. Electronic storage of DSRs is acceptable. All other files will be maintained in accordance with current record disposition requirements.

E. Project Sponsor Participation in Completing DSRs

A project sponsor's representative must be provided an opportunity to participate on the DSR team. Project sponsors will assist in developing priorities for EWP implementation within their specific jurisdiction. (see NEWPPM Part 510, Subpart B, Coordination, Section 510.5(K)(11).)

512.2 Planning Considerations

A. Programmatic Environmental Impact Statement

A programmatic environmental impact statement (PEIS) has been developed in compliance with Public Law 91-190, National Environmental Policy Act of 1969 (83 Stat. 852; 42 U.S.C. Section 4321 et seq.). The PEIS was developed, in part, to facilitate NEPA compliance at the NRCS State level by allowing tiering by the State for certain EWP measures and activities. The PEIS is available on the EWP Web site at the following URL: [Emergency Watershed Protection Program Final PEIS | NRCS](#).

B. Planning EWP Recovery Measures

Planning for recovery measures will include the following:

- (i) Use of construction techniques and equipment that avoid or minimize adverse environmental impacts, and, to the extent that it is practical, preserves or improves the existing fish and wildlife habitat
- (ii) Consideration and documentation of the effect of proposed emergency measures on natural and cultural resources through an environmental evaluation process
- (iii) Compliance with NEPA and all other local, State, Tribal, and Federal environmental laws (e.g., the Endangered Species Act, section 404 of the Clean Water Act, the National Historic Preservation Act, as well as any applicable State and Tribal statutes (see Title 190, [National Environmental Compliance Handbook](#) (NECH)).
- (iv) Emphasis on measures that are economical and accomplished by using the least damaging practical construction techniques and equipment that retain existing characteristics of the landscape and habitat as possible
- (v) Measures that are technically sound; meet all Federal, State, Tribal, and local laws and regulations; and protect public health and safety

C. Alternative Recovery Measures

Alternative solutions must be considered (e.g., structural, nonstructural, bioengineering, and floodplain easement). See Title 210, [National Engineering Manual \(NEM\)](#); Title 210, [National Engineering Field Handbook \(NEFH\), Chapter 18, "Bioengineering"](#); Title 210, [National Engineering Handbook \(NEH\), Part 630, Chapter 12, "Hydrologic Effects of Land Use and Treatment,"](#) and 190-NECH, for more information on alternatives.

D. Floodplain Easements

Where applicable, floodplain easements should be considered for eligible sites where it is more economical and feasible to purchase an easement rather than implement or continue to implement recovery measures. (See Part 514 of this manual).

E. NEPA, Cumulative Effects, and Tiering

- (1) The PEIS analyzed the cumulative effects of recovery work as required by NEPA. The DSR has been revised to include an evaluation of all alternatives considered, including environmental, social, and economic considerations, as well as estimates of the cost of project installation.
- (2) The STC and the project sponsor are responsible for fully completing the DSR to identify the environmental effects or impacts (Subpart C, of this manual) that will result from the proposed action.
 - (i) In many cases, the effects of the proposed actions are sufficiently described in the PEIS. In such cases, no additional analysis is required for purposes of NEPA compliance because the site-specific activities will be addressed or tiered to the PEIS. Additional analysis or documentation may be required, however, to comply with the ESA, NHPA, or other environmental requirements.
 - (ii) If significant impacts are found as a result of the EWP environmental evaluation process and the proposed actions have not been sufficiently described in the PEIS, it is possible that an environmental assessment or environmental impact statement will be required.
- (3) For more information, refer to the NRCS policy for compliance with NEPA at 7 CFR Part 650; 190-GM, Part 410; and 190-NECH, [Part 610](#).

512.3 Defensibility

A. EWP recovery measures meet the defensibility test if the combined beneficial effects exceed the combined adverse effects and are—

- (1) In compliance with Federal, State, Tribal, and local laws.
- (2) Acceptable to affected individuals and communities.
- (3) Effective in restoring or protecting the natural resources.
- (4) Complete and include all necessary components.
- (5) Effective in achieving the desired outcome.

B. To meet the defensibility test, the following criteria or issues from the DSR, environmental assessment, or environmental impact statement must be considered:

- (1) Economic
- (2) Environmental
- (3) Social
- (4) Technical feasibility

512.4 Technical Adequacy

Recovery measures correct the watershed impairment to either a stable or pre-disaster condition that will not cause increased adverse impacts. All recovery measures must be technically adequate. All work subject to NRCS standards must be carried out in accordance with the 210-NEM, Section 501.24; Title 180, National Planning Procedures Handbook (NPPH); Title 190, National Agronomy Manual (NAM); and the Field Office Technical Guide (FOTG).

512.5 Cultural Resources

A. General

(1) Section 106 of the National Historic Preservation Act of 1966 (NHPA) requires NRCS to take into account the effects of program and project activities on historic and cultural resources listed in, or eligible for listing in the National Register of Historic Places. Compliance with Section 106 must occur through consultation with the appropriate State historic preservation officer (SHPO) or Tribal historic preservation officer (THPO) and Tribes as appropriate. See 36 CFR Sections 800.3 to 800.6 for the implementing regulations that define the standard process for compliance.

(2) Emergencies are addressed in 36 CFR Section 800.12, which encourages agencies to develop procedures for use during emergency programs when responding to a disaster or emergency declared by the President, a tribal government, or State Governor when responding to other immediate threats to life or property. These procedures are developed in consultation with the SHPO, THPO, and federally recognized Tribes as part of each State-level agreement and Tribal consultation protocol or a stand-alone pre-disaster agreement (to be incorporated into the State's emergency recovery plan). Where approved by the Advisory Council on Historic Preservation (ACHP), the procedures will satisfy section 106 responsibilities. (See [Title 190, National Cultural Resources Procedures Handbook, Part 601](#).)

B. Costs

Costs associated with compliance with NHPA will be included in the total cost of the EWP measures, which may include resource surveys, recovery, and mitigation.

C. Waivers from the NHPA

(1) Section 110(j) of the NHPA, as implemented by 36 CFR Part 78, permits the Chief or the Chief's designee to waive requirements of the remainder of Section 110 (including development of agency emergency policy for Section 106 compliance) if it is determined that emergency action is necessary to ensure the immediate "preservation of human life or property."

(2) A waiver may be invoked in only a limited range of circumstances involving a "major natural disaster or imminent threat to the national security" according to 36 CFR Section 78.3. In such cases, the Chief or designee must notify the Secretary of the Interior in writing within 12 days and identify the following:

- (i) The major disaster necessitating the waiver
- (ii) The period of effect of the waiver (generally no more than 30 days after determining that disaster assistance is needed)
- (iii) The parts of Section 110 that have been waived
- (iv) The geographic area to which the waiver applies
- (v) Measures to be taken to minimize harm to historic properties

(3) In all cases, information copies of this notice must also be forwarded to the ACHP, the SHPO, and the NRCS Federal preservation officer at NHQ.

[M_390__512_A - Amend. 3 - November 2010]

Subpart B - Implementation

512.10 Agreements

A. Installation of emergency watershed protection (EWP) recovery measures can be accomplished using contracts and certain types of agreements. The type of contract depends on the timeframe for starting and completing the work. Project agreements include any agreement entered into by the NRCS and sponsors in which detailed work arrangements are established for the installation of cost shared measures. The responsibilities of all parties involved and implementation procedures for the project are detailed in the project agreement.

(1) Agreements

(i) NRCS and a project sponsor can jointly install work under the EWP using a project (cooperative) agreement in accordance with the NRCS contracting policy. Project (cooperative) agreements must define the contract, use of the project sponsor's forces, cost sharing, and administrative procedures that will be used to carry out the selected method of installation. The project sponsors may choose to contract for engineering designs and cost estimates, installation of the EWP measures, and construction phase services, or they may use their own forces.

(ii) NRCS must ensure the quality of the design, contracting, and any construction carried out by project sponsors through design quality reviews or other means established by the State Conservationist (STC), and in accordance with the [Title 210, National Engineering Manual \(NEM\)](#), and the current administrative services policy. Structural practices designed by non-NRCS personnel will be prepared under the direction and supervision of a professional engineer licensed in the State where the measures will be installed. All design reviews will be in accordance with the 210-NEM, Part 511, including any procedures established by the State conservation engineer (SCE). Pre-design conferences for more complex measures must be held with appropriate representatives from NRCS, the project sponsors, and the architectural and engineering firm, if used.

(iii) The project (cooperative) agreement approach can extend the capacity of NRCS to

provide assistance under the EWP program. It can also provide the project sponsor with primary control of the installation process. In addition, it can match the level of cooperative work to the project sponsor's capability and resources. For example, the project sponsor may lack or be unable to obtain contract administration assistance, but may have personnel or be able to secure professional engineering and other technical services that are able to evaluate, design measures, and prepare contract documents. NRCS could provide contact administration with the project sponsor preparing the engineering drawings and specifications. The cooperative agreement tailored to this type of capability would list the division of responsibilities.

(iv) The project sponsor must provide information to confirm that they have the capability to perform the identified tasks detailed in the cooperative agreement. (See Title 390, National Emergency Watershed Protection Program Manual (NEWPPM), Part 511, Section 511.3(B)(2) for sponsor requirements.) The STC will evaluate those capabilities before signing the agreement. The Administrative Readiness Questionnaire may be used to help evaluate the sponsor's administrative capabilities. (See [390-NEWPPM, Part 515, Subpart C, "Forms."](#))

(v) Regardless of the type of agreement that will be used, all project cooperative agreements that provide financial assistance must meet the applicable NRCS requirements, as well as the applicable Federal Regulations. (See 390-NEWPPM, Part 515, Subpart D, "Statutes and Regulations.")

(vi) In addition, NRCS must ensure that all required prerequisites to sign a project agreement for the installation of recovery measures are met.

B. Types of Agreements

(1) Project Agreement for a Federal Contract.—A project agreement for Federal contracting may be used for installation of recovery measures. This is applicable if the works of improvement are to be installed by NRCS under a Federal contract. This work is normally performed under a competitively awarded contract.

(2) Project Agreement for a Non-Federal Contract.—A project agreement for non-Federal contracting may be used.

(i) This is applicable if the works of improvement are to be installed by the project sponsor under a locally awarded contract and NRCS is to prepare the invitation for bid or to assist in administering the nontechnical aspects (such as general provisions) of the contract (see Section 510.40).

(ii) This work should also be performed under a competitively awarded contract. In this type of contract, the project sponsor is normally referred as the contracting local organization. In a project sponsor contract, the project sponsor can perform a portion of the construction work.

(3) Force Account Project Agreements.—Force account agreements may be used for project installation.

(i) This method is used when the project sponsor performs the work using their equipment and personnel. The project sponsor may supplement its equipment through rental of minimal amounts of equipment. Project sponsors must submit a plan of operations to NRCS for approval prior to use of a force account agreement. The project sponsor must keep accurate records of the cost of all the work performed.

(ii) This type of project agreement requires substantial construction oversight and imposes an administrative burden on the parties to the agreement. Difficulty may arise in coordinating force account work with ongoing duties and other work that is required of the project sponsors workforce.

(4) Performance of Work Project Agreements.—Performance of work agreements require the value of work performed by the project sponsors be determined by negotiation between the project sponsors and NRCS and be included in the project agreement. The NRCS must estimate the cost of the work to establish the maximum value of work before signing the agreement.

(i) This type of project agreement may be used for project installation. This is applicable if the works of improvement are to be cost shared on a percentage basis.

(ii) This work should normally be performed under a competitively awarded contract. However, the project sponsors may be able to perform certain elements of the project; work with their own forces; or with contributed labor, equipment, or materials in lieu of providing cash.

(5) Project Agreement for Division of Work.—Division of work agreements may be used for cost-sharing land treatment measures. These are measures that are authorized under Public Law 83-566, the Watershed Protection and Flood Prevention Act of 1954, as amended, for watershed work.

(i) This type of project agreement may be used for project installation. The work is divided between NRCS and project sponsor with the details of each organization's responsibilities spelled out in the project agreement.

(ii) If the work is to be shared on a division of work basis, it must be described in the watershed plan, and [Title 210, National Engineering Handbook \(NEH\), 15–11](#); and cost estimates must be included in the supporting tables. The project sponsor is not required to keep records of expenditures. Detailed NRCS cost estimates are maintained to document that Public Law 83-566 costs do not exceed the authorized rate.

512.11 Contracts

A. Contracts for the installation of practices for NRCS projects can be divided into two main categories: Federal contracts and non-Federal contracts. These contracts can be further divided into formal or

informal, depending on the value of the contract. Under the Federal Acquisition Regulation (FAR), as of 2005 formal contracts must be used for projects with a value greater than \$100,000, while informal contracts and contracting procedures may be used for projects with a value of \$100,000 or less. Informal contracts are those put in place using simplified acquisition procedures.

B. Federal Contracts

(1) Federal contracts are used when the project sponsor does not have the capacity to solicit, award, and administer a locally awarded contract but has the necessary resources to accomplish the work with their own personnel under certain types of agreement actions. There are many Federal contract types that may be used under the acquisition regulations. The appropriate type of contract and method of solicitation depend on the specific situation. NRCS Federal procurement actions must comply with all applicable regulations, including, but not limited to the following:

- (i) [Federal Acquisition Regulation \(FAR\)](#)
- (ii) [Agricultural Acquisition Regulations](#)
- (iii) NRCS Acquisition Regulations

(2) Federal contracts that might be applicable to EWP recovery work include fixed price, cost reimbursement, incentive, time and materials, labor hours, equipment rental, and letter contracts. These contracts can be formal or informal (simplified procedures), depending on the value of the contract.

(i) Fixed-Price Contracts.—This type of contract places the maximum risk and full responsibility on the contractor for all costs and resulting profit or loss associated with the work. A fixed-price contract provides the maximum incentive for the contractor to control costs and perform effectively, and imposes a minimum administrative burden on NRCS and project sponsors. This is the preferred type of contract and should be used to the maximum extent practicable.

- The contract requires the contractor to understand, in detail, what is to be constructed before bidding to do the work. This requires a design that includes detailed drawings, specifications, and a bid schedule containing a bid item for each major item of work. The designer must provide a cost estimate by bid item so that the cost of the work can be estimated and the contracting officer can assess the fairness of the bids.
- Most fixed-price contracts are awarded after contractors have submitted a sealed bid in response to an invitation for bids (IFB). The IFB includes the drawings and specifications for the work and specific contract requirements.
- Fixed-price contracts can be accomplished using either simplified or formal acquisition procedures, depending on the value of the project. The design effort and level of detail may be the same for simplified fixed-price contracts as it is for formal fixed-price contracts.

(ii) Cost-Reimbursement Contracts.—This type of contract is suitable for use only when the cost of the work cannot be estimated with sufficient accuracy to use a fixed-price contract.

- The cost of the work is estimated for the purpose of obligating funds, but a detailed cost analysis is not required. The contractor must have an accounting system adequate for determining incurred costs that are reimbursable.
- This type of contract requires significantly more Government oversight during the construction phase to document efficient construction methods and efficient cost controls are being used. It provides little incentive for the contractor to control costs, perform effectively, and imposes a much larger administrative burden on the contractor, NRCS, and the sponsors.

(iii) Incentive Contracts.—This type of contract links the contractor's profit to performance by establishing reasonable and attainable targets that are clearly communicated to the contractor. These contracts are designed to motivate the contractor in specific areas that might not otherwise be emphasized, such as motivation for early completion. Incentive contracts discourage inefficiency and waste. Incentive contracts can be fixed-price incentive contracts or cost-reimbursable incentive contracts. These types of contracts are normally used for performance-based service contracts and are rarely used for construction work.

(iv) Time-and-Materials Contracts.—This type of contract is used to procure supplies or services based on the direct labor and materials costs. Time-and-materials contracts should be used only when it is not possible to accurately estimate the extent or duration of work, or to anticipate costs with any degree of confidence. With this type of contract, there is no incentive for the contractor to control costs, significant Government oversight is required, and a much larger administrative burden is imposed on NRCS and the sponsor.

(v) Labor-Hour Contracts.—This a variation of the time-and-materials contract, differing only in that materials are not supplied by the contractor.

(vi) Equipment Rental Contracts.—This type of contract is used in instances where a fixed-price construction contract would be impractical because of the nature of the work and when it would not be feasible to prepare detailed drawings and specifications. It requires substantial construction oversight and imposes an additional administrative burden on NRCS.

C. Non-Federal contracts

(1) Non-Federal contracts, like Federal contracts, can be categorized as formal or informal. They can also take the form of fixed-price, cost-reimbursement, or incentive type contracts in accordance with the project sponsor's procurement regulations and the Federal requirements imposed on the project sponsor as provided in 7 CFR Section 3016.36.

(2) Project sponsor contracts are used when the project sponsor is performing contracting

operations for the installation of NRCS financially assisted works of improvement. The contract language, including general and special contract clauses, will likely differ from one entity to another. The project sponsor, NRCS, or both, will provide a quality assurance (QA) inspector to verify work is performed in accordance with design and contract requirements. In other instances, the project sponsor may require substantial NRCS assistance to develop and administer the contract, and may incorporate NRCS general and special provisions in the contract. The amount of NRCS involvement in non-Federal contracts may depend on the capabilities of the contracting organization.

(3) The project sponsor arranges, awards, and administers the contract for the acquisition of services and the installation of the recovery measures. Utilizing the project sponsor's capacity to administer contracts enables the use of State, Tribal, or local contracting procedures.

(4) Project sponsor contracting should be considered only when the project sponsor has the necessary organizational capacity, expertise, and ability to successfully advertise, award, and administer contracts in accordance with the State, and local procurement regulations and applicable Federal requirements.

(i) Fixed-Price Project Sponsor Contracts.—This type of contract can include both construction contracts and vegetative contracts. A fixed-price project sponsor contract is similar to a fixed-price FAR contract, in that it requires the same degree of detailed design and it places the maximum responsibility on the contractor, with the maximum incentives to perform in an efficient, cost-effective manner.

- A project sponsor contract awarded under informal or simplified procedures may require the same degree of detailed design as a formal contract.
- As with fixed-price FAR contracts, the level of construction oversight and contract administration may be minimized with a fixed-price project sponsor contract. This is not to infer that no quality assurance (QA) inspection is needed; only the intensity of inspection may be less on this type of contract than on other contract types, such as equipment rental contracts where the inspector must verify the hours of equipment, personnel, and must direct the work.

(ii) Time-and-Materials Project Sponsor Contracts.—These are non-Federal contracts used to procure supplies or services based on direct labor and materials costs. Time-and-materials contracts should be used only when it is not possible to accurately estimate the extent or duration of work or to anticipate costs with any degree of confidence. With this type of contract, there is no incentive to the contractor to control costs, significant project sponsor oversight is required, and a much larger administrative burden is imposed on the project sponsor and possibly on NRCS (depending on the NRCS level of involvement).

(iii) Labor-Hour Contracts.—This is a variation of the time-and-materials contract, differing only in that materials are not supplied by the contractor.

(iv) Equipment Rental Contracts.—These are non-Federal contracts used in instances where a fixed-price project sponsor construction contract would be impractical because of the nature of the work, where it would not be feasible to prepare detailed drawings and specifications. It requires substantial construction oversight and imposes an administrative burden on the project sponsor and NRCS.

512.12 Land Rights and Permits

A. Project Sponsor Responsibility

The project sponsor is responsible for obtaining the following:

- (i) Real property rights from affected landowners for repair or restoration work to be performed on their property, including the use of eminent domain or other court action, if necessary.
- (ii) Any related environmental and construction permits.
- (iii) Location, removal, or relocation of utilities.

B. NRCS Employee Prohibition

NRCS employees are prohibited from obtaining land rights or acting as a representative of the project sponsor.

C. Oral Permission of Land Rights

In cases where a landowner may agree to allow construction on his or her property but refuses to sign a written agreement, oral permission to project sponsors may be accepted provided such permission is documented in a statement signed by the person who receives the verbal permission and is witnessed by another party. An NRCS employee may not be the witness for the statement. A representative of the project sponsor requesting the assistance may be the witness of the statement.

D. Land Rights Not Provided

If adequate land rights cannot be obtained, EWP assistance will not be provided on that portion of the project. NRCS will not continue with the project if the area cannot be bypassed, unless a project of lesser scope will still provide adequate protection and recovery measures meeting all other EWP eligibility requirements.

E. Assurance Relating to Real Property Acquisition

Completion of Form NRCS-ADS-78, "Assurances Relating to Real Property Acquisition" (see 390-NEWPPM, Part 515, Subpart C, "Forms, Section 515.20 (G)), and a supporting attorney's opinion, as applicable, must precede the start of construction. (See Part 515, Subpart F, Sample Letters, Section 515.52 of this manual for a sample letter.)

512.13 Performance Time Limits

A. General

- (1) EWP activities are performed under emergency conditions and NRCS actions are governed accordingly; they become the first priority until all recovery measures have been completed.
- (2) The performance time starts as soon as the STC receives notice that the funds are available. (See Part 510, Section 510.5(A)(3), and Part 511, Section 511.11, of this manual.)
- (3) Except for exigent situations, funds must be obligated by the STC and construction completed within 220 calendar days after the date funds are made available to the STC. Funds are considered available on the first day that funds are in the Foundation Financial Information System (FFIS).
- (4) For an exigency, funds must be obligated by the STC and construction completed within 10 days from the date that the site is accessible or when funding is made available. Funds are considered available on the first day that funds are in FFIS.
- (5) For 220-day emergency projects, the STC will submit a report to the Deputy Chief for Easements and Landscape Planning (ELP) every 60 days from the date the project was funded. (See 390-NEWPPM, Part 515, Subpart C, Forms, Section 515.20(E), "EWP Implementation Report.") The report must, at a minimum, include the following:
 - (i) Funds obligated and funds disbursed
 - (ii) Percent of work completed
 - (iii) Current estimate of eligible work unfunded
 - (iv) Any unusual conditions or situations that may delay the project completion within the 10 days and what efforts are being taken to address the situation
 - (v) Human interest examples
 - (vi) Urgent problems and or needs
- (6) For exigent situations, the STC must keep the Deputy Chief – ELP informed of the status of relieving the exigency. Reports must be in writing and submitted as often as needed to keep the Deputy Chief for ELP informed of progress and any unusual situations. (See 390-NEWPPM, Part 515, Subpart C, Forms, Section 515.20(E), "EWP Implementation Report.") The report must, at a minimum, include the following:
 - (i) Funds obligated and funds disbursed
 - (ii) Status of correcting the exigency situation
 - (iii) Percent of work completed
 - (iv) Current estimate of eligible work unfunded
 - (v) Any unusual conditions or situations that may delay the project completion within the 10 days and what efforts are being taken to address the situation
 - (vi) Human interest examples
 - (vii) Urgent problems and needs

B. Performance Time Extensions

- (1) The sponsor is expected to complete the emergency work within the allotted time (220 days for emergency projects and 10 days for exigent situations). Performance time should only be extended in exceptional circumstances—it should not be the norm. Performance time extensions may be granted to ensure that all limiting concerns can be properly addressed, such as:
 - (i) Fish and wildlife migration
 - (ii) Nesting seasons or other seasonal restrictions
 - (iii) Acquisition of native plant materials
 - (iv) Limited construction season because of climatic conditions
 - (v) The magnitude of the disaster is such that the work cannot be completed within the time constraints.
 - (vi) Permitting issues
 - (vii) Consideration of historic resources
 - (viii) Endangered species requirements
- (2) The STC has the authority to extend performance time for up to 60 days for 220-day emergency projects and up to 10 days for exigent situations. Performance time extensions must be justified and documented in writing and must include an explanation of why the request is in the best interest of the Federal Government. The documentation must include the following:
 - (i) A written request from the sponsor
 - (ii) Reasons why the project will not be completed within the time requirement
 - (iii) An explanation of why the limiting concern cannot be addressed within the performance time limits and what actions are being taken to address the concern
 - (iv) A revised performance schedule
 - (v) Actions taken by the sponsor to complete the project within the time extension
- (3) Extensions may only be granted and executed before the expiration of the project time limits (220 days or 10 days for exigencies).
- (4) Time extensions granted by the STC must be in writing to the sponsor, with a copy to the Deputy Chief for ELP and the national EWP Program manager. The letter must clearly state the expiration date of the project and the new extension date.

(5) For an extension of performance time greater than 60 days for 220-day projects and greater than 10 days for exigent situations, there must be compelling reasons (acts of God, etc.) why the performance time needs to be extended. For these rare situations, the STC must send a request in writing to the Deputy Chief for ELP. The request must explain why the time extension is necessary and why it is in the best interest of the Federal Government. Requests must include the documentation as listed in Part 512, Subpart B, Implementation, Sections 512.13(B)(1) and (2) of this manual.

- (i) Extension requests for 220-day emergency projects must be received at least 30 calendar days before the expiration date of the project.
- (ii) Extension requests for exigent situations must be received before the expiration date of the project.
- (iii) Expiration dates for project agreements and contracts must be written to coincide with the EWP mandatory timeframes of 10 days for exigencies and 220 days for non-exigencies.
- (iv) Extensions will not be granted for projects where no agreement has been signed with the project sponsors or financial assistance funds have not been expended in the 220-day period. Funds will be returned to the national EWP account. A review and evaluation will be done to determine if the project is still viable, and if determined to be so, it will be placed on the national waitlist to be funded at such time when funding becomes available.
- (v) Blanket extensions will not be granted for a project event code. Extensions will only be given for specific project sites under an event code, and sites must be identified by project code and DSR number.
- (vi) Extensions will only be granted for up to 220 days on project requests that exceed the 220-day rule.

512.14 Priority Setting

A. General

Priorities will be established for installing the EWP measures so that the most critical work will receive prompt attention. In Presidentially declared disasters, NRCS must coordinate with Federal Emergency Management Agency officials or the State agency that has emergency recovery responsibilities.

B. Funding Priorities for Recovery Measures

NRCS will provide EWP assistance based on the following criteria, which are listed in order of importance (See 7 CFR Section 624.8(c)(3)):

- (i) Exigent situations
- (ii) Sites where there is a serious, but not immediate threat to human life
- (iii) Sites where buildings, utilities, or other important infrastructure components are threatened
- (iv) Other funding priorities established by the Chief of NRCS

C. Considerations

When reviewing paragraph B above, NRCS will take into account the following resources since they may affect the priority including, but not limited to, sites—

- (i) Inhabited by federally listed threatened and endangered species or containing federally designated critical habitat where the species or the critical habitat could be jeopardized, destroyed, or adversely modified without recovery measures.
- (ii) That contain or are in proximity to cultural sites listed on the National Register of Historic Places where the listed resource would be jeopardized if the recovery measures were not installed.
- (iii) Where prime farmland supporting high-value crops is threatened.
- (iv) Containing wetlands that would be damaged or destroyed without recovery measures.
- (v) That has a major affect on water quality.
- (vi) Containing unique habitat, including but not limited to areas inhabited by State-listed threatened and endangered species, fish and wildlife management areas, or State-identified sensitive habitats.

D. Priority List

- (1) For projects on the national EWP waiting list, States must maintain and update the priority status of each DSR on a quarterly basis. (See Part 511, Subpart B, Assistance, Section 511.12(B)(3) of this manual.) Change in priority status will be based on criteria in Part 512, Subpart B, Implementation, Sections 512.14(B) and (C), of this manual.
- (2) Any changes to the EWP wait list must be submitted to the national EWP Program manager on a quarterly basis. (See Part 511, Subpart B, Assistance, Section 511.12 (B)(2) of this manual.)

512.15 Operation and Maintenance (O&M)

A. On a case-by-case basis, NRCS will determine the need for EWP O&M plans and agreements. O&M activities will be in accordance with the National Operation and Maintenance Handbook.

B. The project sponsor must sign an O&M agreement and carry out the O&M plan for the entire period prescribed. Project sponsors must have or obtain land rights adequate for carrying out their O&M

responsibilities.

C. Project sponsors may contract completion of the O&M plan, but the project sponsors remain legally responsible for performing O&M.

[M_390__512_B - Amend. 3 - November 2010]

Part 513 - Post-Disaster Activities

Subpart A - General

513.0 Follow-up Coordination

State Conservationists (STCs) should meet with other agencies, sponsors, partners, and landowners prior to submission of the final report (see Section 513.1, of this manual) to discuss the activities and any opportunities for future improvement of program delivery. Recommendations for improvement will be included in the final report.

513.1 Final Report

A. The STC will submit a final report (see Part 515, Subpart C, "Forms") to the Director, Watershed and Landscape Programs Division (WLPD), upon completion of all emergency watershed protection (EWP) work for each numbered project. The information required in the final report will be obtained from the damage survey reports prepared for the natural disaster or gathered through the administration of the contract or cooperative agreement. This report must describe the following:

- (1) Emergency recovery measures installed
- (2) Financial assistance (FA) and technical assistance (TA) expenditures
- (3) Benefits provided
- (4) Excess FA and TA funds returned to National Headquarters

B. The final report may be transmitted electronically

C. Final reports are considered overdue 90 days after the project completion date.

513.2 EWP Accomplishment and Benefits Database

The Director, WLPD, will maintain a database to evaluate the effectiveness of the EWP program. The database will include information from the final reports submitted in accordance with Section 513.1, of this manual.

513.3 EWP Performance Measures

EWP performance measures have been established, and efficiency and long-term measures will be tracked using the final reports.

[M_390__513_A - Amend. 3 - November 2010]

Part 514 - Floodplain Easement

Subpart A - General

514.0 Purpose

A. The Emergency Watershed Protection for Floodplain Easements (EWP-FPE) Program provides an alternative measure to traditional EWP recovery where sites are eligible and it is determined that acquiring an easement in lieu of recovery is the more economical and prudent approach to reducing a threat to life or property (see [7 CFR Part 624](#)). Unless otherwise stated in this manual, policy for acquisition, compensation, restoration, and management of EWP-FPE easements is contained in the [Title 440, Conservation Program Manual \(CPM\), Part 514, "Wetland Reserve Program."](#)

B. NRCS will only purchase floodplain easements from landowners on a voluntary basis.

C. Floodplain easements established under this part will be—

- (1) Held by the United States, through the Secretary of Agriculture.
- (2) Administered by NRCS or its designee.
- (3) Perpetual in duration.

514.1 Responsibilities

A. National Headquarters Staff

The Deputy Chief for Easements and Landscape Planning and the Director, EPD, will—

- (i) Coordinate the EWP-FPE between States.
- (ii) Ensure that statutes, regulations, and policies are followed.
- (iii) Ensure that the program is implemented uniformly.

B. State Conservationist (STC)

The STC or designee is responsible for—

- (i) Implementing the EWP-FPE program in the State.
- (ii) Ensuring that only eligible work is carried out and that it is in compliance with all statutes, regulations, and policies.
- (iii) Establishing priorities as set forth in 7 CFR Section 624.8(c)(3).
- (iv) Submitting a request for funding.
- (v) Ensuring sufficient staffing to implement the EWP-FPE program.
- (vi) Coordinating with the National Headquarters staff and others as appropriate.
- (vii) Selecting the number of applications that can be funded based on available funding.
- (viii) Notifying landowners of selection.

C. State EWP-FPE Program Manager

The State EWP-FPE program manager or designee is responsible for—

- (i) Keeping the STC informed of all EWP-FPE activities.
- (ii) Providing overall coordination of the EWP-FPE Program.
- (iii) Ensuring proper coordination among Federal, State, Tribal, and local agencies in developing a list of priorities on all proposed EWP-FPE.
- (iv) Providing training and technical and administrative assistance to local field offices.
- (v) Obtaining the market analysis and determining the geographical area rate cap.
- (vi) Tracking program activities, defensibility of work, and expenditures of funds.

D. State Administrative Officer (SAO)

The SAO, working with their contracting officer and budget officer is responsible for—

- (i) Working with the State EWP-FPE Program manager to initiate project and other agreements.
- (ii) Awarding and administering all Federal acquisition contracts.
- (iii) Accepting the completed work for contracts that are completed using Federal acquisition procedures.
- (iv) Confirming that funds are available to the STC prior to the execution of EWP-FPE funding agreements, contracts, or payments.

E. District Conservationist (DC)—NRCS Local County or Parish Representative

The district conservationist and the NRCS local county or parish representatives are responsible for—

- (i) Accepting applications and applicable information from the landowner.
- (ii) Representing NRCS in interactions with landowners.

F. Public Affairs Specialist

The public affairs specialist is responsible for—

- (i) Preparing news releases regarding the EWP-FPE program.
- (ii) Web page information identifying NRCS EWP-FPE activities.

514.2 Eligible Land

A. NRCS will provide assistance based upon the STC's determination that the current condition of the land or watershed impairment poses a threat to health, life, or property. This assistance includes EWP practices associated with the removal of public health and safety threats and restoration of the natural environment after disasters, including acquisition of floodplain easements.

B. NRCS may determine land is eligible under this section if any of the following apply:

- (1) The floodplain lands were damaged by flooding at least once within the previous calendar year or have been subject to flood damage at least twice within the previous 10 years.
- (2) Other lands within the floodplain are eligible, provided the lands would contribute to the restoration of the flood storage and flow, provide for control of erosion, or that would improve the

practical management of the floodplain easement.

(3) Lands would be inundated or adversely impacted as a result of a dam breach.

514.3 Ineligible Land

A. NRCS may determine that land is ineligible under this section if any of the following apply:

- (1) Implementation of restoration practices would be futile due to onsite or offsite conditions.
- (2) The land is subject to an existing easement or deed restriction that provides sufficient protection or restoration, as determined by the Chief of NRCS, of the floodplain's functions and values.
- (3) The purchase of an easement would not meet the purposes of this part.

514.4 Compensation for Easements

A. NRCS will determine easement compensation in accordance with the procedures described in this manual as well as applicable regulation and other laws.

B. NRCS will document the economic rationale of projects under consideration for floodplain easements. Generally, the expected value of the property restored should exceed the cost of emergency measures, including consideration of environmental benefits.

C. NRCS will not acquire any easement unless the landowner accepts the amount of the easement payment that is offered by NRCS. NRCS reserves the right not to purchase an easement if the easement compensation for a particular easement would be too expensive, as determined by NRCS.

D. NRCS may provide up to 100 percent of the restoration and enhancement costs of the easement. NRCS may enter into an agreement with the landowner or another third party to ensure that identified practices are implemented. NRCS, the landowner, or another designee may implement identified practices. Restoration and enhancement efforts may include both structural and nonstructural practices. An easement acquired under this part must provide NRCS with the full authority to restore, protect, manage, maintain, and enhance the functions and values of the floodplain.

514.5 Landowner Requirements

The STC will require participating landowners to—

- (1) Comply with the terms of the easement.
- (2) Comply with all terms and conditions of any associated agreement.
- (3) Convey title to the easement that is acceptable to NRCS and warrant that the easement is superior to the rights of all others, except for exceptions to the title that are deemed acceptable by NRCS.

514.6 Restoration of Easement

The easement must be restored to the extent practicable to the natural environment and may include both structural and nonstructural practices to restore the flood storage and flow, erosion control, and improve the practical management of the easement. Structures, including buildings, within the floodplain easement must be demolished and removed, or relocated outside the 100-year floodplain or dam breach inundation area.

514.7 Enforcement of Easement

A. In the event of a violation of an easement, the violator will be given reasonable notice and an opportunity to correct the violation within 30 days of the date of the notice, or such additional time as NRCS may allow.

B. NRCS reserves the right to enter upon the easement area at any time to remedy deficiencies or easement violations. Such entry may be made at the discretion of NRCS when such actions are deemed necessary to protect important floodplain functions and values or other rights of the United States under the easement. The landowner is liable for any costs incurred by the United States as a result of the landowner's negligence or failure to comply with easement or agreement obligations.

C. In addition to any and all legal and equitable remedies available to the United States, NRCS may withhold any easement and cost-share payments owed to landowners any time there is a material breach of the easement covenants or associated agreements. Such withheld funds may be used to offset costs incurred by the United States in any remedial actions or retained as damages pursuant to court order or settlement agreement.

D. NRCS is entitled to recover any and all administrative and legal costs, including attorney's fees or expenses, associated with any enforcement or remedial action.

E. On the violation of the terms or conditions of the easement or related agreement, the easement remains in force and NRCS may require the landowner to refund all or part of any payments received by the landowner under this part, together with interest thereon as determined appropriate by NRCS.

F. Criminal laws relating to offenses against the United States apply in the administration of floodplain easements acquired under this part.

G. Easements acquired under this part may not be modified or terminated. However, in limited situations, as determined by the Chief of NRCS and when in the best interest of the Government, land exchanges may be authorized pursuant to (7 U.S.C. 428a) and other applicable authorities.

[M_390___514_A - Amend. 3 - November 2010]

Subpart B - Applications

514.10 Requesting Funds

A. Following a declared natural disaster, the State Conservationist (STC) or his or her designee must submit a written request for floodplain easement funding to the NRCS Chief. The letter must include the nature and location of the event, the anticipated funding required, and appropriate rationale for using floodplain easement in lieu of recovery.

B. If funds are being requested for the purchase of easements on lands with residences or other nonagricultural structures, the STC must provide confirmation that the acquisition is part of a strategy that will facilitate the restoration of an entire reach of the floodplain. The relatively high cost of these transactions requires a greater level of documentation that the benefits to the floodplain outweigh the costs. In addition, the STC must provide confirmation that the project sponsor will acquire fee title to the easement area.

514.11 Application

Landowners may only enroll land in the Emergency Watershed Protection for Floodplain Easements (EWP-FPE) Program through a permanent easement. Landowners apply for the EWP-FPE using Form AD-1153, "Application for Long-Term Contracted Assistance." Applications for enrollment of land in a EWP floodplain easement will be accepted during an announced signup period when funds are made available by Congress.

- (1) The EWP-FPE is not a Farm Bill conservation program, and applicants are not required to meet the adjusted gross income, highly erodible land, or wetland conservation requirements of the Farm Bill.
- (2) The 7-year ownership provisions in the Wetlands Reserve Program (WRP) statute do not apply to EWP-FPE easements.

514.12 Eligibility Determination

Each State must develop and utilize an application checklist to ensure that all required information for the applicant is provided before the application is considered for funding. Evaluation of the applications involves three primary steps:

- (1) Gather landowner information and conduct preliminary investigations.
 - (i) The following items must be completed before moving the application forward:
 - Determine landowner eligibility: The landowner must provide a copy of the vesting deed to the land.
 - If the landowner is an entity:
 - The entity must provide a list of the individuals who comprise the entity, including the percent of ownership for each individual, to the Farm Service Agency (FSA).
 - The entity must provide documents to FSA and NRCS that show the entity to be legal and valid in the State and which members have the authority to sign contractual documents on behalf of the entity.
 - Conduct a preliminary title search to determine if there are title issues that would preclude or delay enrolling the land in EWP-FPE.
 - Conduct a preliminary records search as part of environmental due diligence/all appropriate inquiry to ensure there are no potential hazardous substance issues that would preclude or delay enrollment of the land in EWP-FPE or affect the easement value.

Note: Generally, NRCS secures preliminary title search and preliminary record search services from a non-NRCS vendor. These services are procured using an appropriate method, and funds are obligated directly to that contract.

- (2) Conduct onsite review.
 - (i) Evaluate the site and complete ranking worksheet. The Hazardous Substance Examination Checklist (see NEWPPM Section 515.60(G)), Preliminary Certificate of Inspection and

Possession (see NEWPPM Section 515.60(F)), National Historic Preservation Act assessment, National Environmental Policy Act environmental assessment, and an Endangered Species Act assessment must also be completed.

(ii) Develop a preliminary restoration plan before or during the onsite visit. The purpose of the preliminary plan is to document that the proposed restoration meets the objectives of the landowner and the requirements of the EWP-FPE as determined by NRCS. The landowner may sign the preliminary restoration plan to document that they acknowledge receipt of the plan describing the intended restoration activities. The plan will also include an estimate of restoration costs, which is used for ranking purposes only. This plan will not be used to estimate costs for restoration fund obligation because it is only preliminary and not generally accurate enough for this purpose.

Note: Restoration on floodplain easements will include all necessary conservation practices, measures, and activities required to restore the floodplain functions and values to the natural conditions to the greatest extent practicable.

(3) Select applications for funding.

(i) The STC will list all applications received during the announced signup period in rank order, beginning with the highest-ranked easement first.

(ii) Once applications are listed in rank order, the STC selects the number of applications that can be funded based on the guidance provided in the allowance letter.

(iii) When the landowner indicates a desire to continue the enrollment process, Form AD-1157, "Option Agreement to Purchase" (OATP), is prepared as an offer to the landowner. The Form AD-1157 should be sent with a cover letter, by certified mail, with a return receipt requested. The Form AD-1157 can be hand delivered to speed up the process. When the Form AD-1157 is hand delivered, the applicant must sign a note indicating receipt of the form and the date it was received. The applicant will be given a specified time frame to return the Form AD-1157. This is generally 15 days, but may be adjusted by the STC to meet program obligation deadlines.

(iv) When the OATP has been signed by the applicant and the STC, the acres are considered enrolled in the program. At this time, the funds are obligated to the landowner as the vendor for the easement purchase cost only. The landowner may choose to assign all or a portion of the easement acquisition payment to the closing agent through a properly executed assignment of payment provided to NRCS along with the signed OATP.

(v) The effective period of the OATP may not exceed 12 months from the date of the STC's signature. The effective period may be extended when necessary using the Option Agreement to Purchase Amendment 1 (Form AD-1157-A). The STC may delegate, in writing, the authority to sign the OATP (and amendments) to the State program manager. No further delegation of this authority is allowed.

[M_390___514_B - Amend. 3 - November 2010]

Subpart C - Acquisition

514.20 Easement Acquisition Process

A. After Form AD-1157, "Option Agreement to Purchase" (OATP), has been signed, a legal boundary survey is ordered. Legal boundary surveys are conducted on all easements that reach this stage of the process.

(1) The funds for the survey are not obligated to each individual application. The surveys are obtained using an appropriate procurement method, and funds are obligated to the procurement document for the surveys. If a State anticipates ordering numerous surveys for the Emergency Watershed Protection for Floodplain Easements (EWP-FPE) Program, it should use a blanket purchase agreement or indefinite delivery/indefinite quantity type arrangement. Funds would be obligated as surveys are ordered through a task order process.

(2) Surveys must be conducted by a State-certified and licensed professional surveyor in accordance with the land survey specifications for NRCS easement programs (see NEWPPM part 515.60 C, "Land Survey Specifications for the Natural Resources Conservation Service Easement Programs").

Note: In some cases, it may be more cost effective for the landowner to secure the legal boundary survey. If this option is used, the landowner must secure a written bid for the survey from a State-certified and licensed professional surveyor that is based on the land survey specifications for NRCS easement programs (see NEWPPM Section 515.60(C), "Land Survey Specifications for the Natural Resources Conservation Service Easement Programs").

B. When the survey has been completed and accepted as properly completed and accurate, an OATP

Amendment 1 (Form AD-1157-A) is used to reflect the correct acres indicated by the survey. Once the OATP Amendment 1 is signed by the landowner and the STC, the obligation is adjusted as necessary. The application now moves on to the closing process.

C. Closing

(1) Funds for the closing services are not obligated to each individual application. Closing services are secured through an appropriate procurement method, and funds are obligated directly to that procurement document. States should use a blanket purchase agreement or indefinite delivery/indefinite quantity type arrangement. Funds would be obligated as closing services are ordered through a task order process. The obligation for closing services does not include the easement acquisition funds.

(2) The closing process follows the Wetlands Reserve Program closing process. All new floodplain easements are formally accepted, in writing, by an NRCS employee with the appropriate delegation of authority and are recorded as part of the warranty easement deed utilizing an acceptance document approved by the Office of the General Counsel (OGC). Due to the variation of Uniform Conservation Easement Act requirements among the States, this acceptance document must be developed in coordination with the appropriate regional OGC.

Note: All easements will be recorded on Form NRCS-LTP-20, "Emergency Watersheds Protection Program Floodplain Warranty Easement Deed," dated August 2005. (See NEWPPM Section 515.21(D)).

[M_390__514_C - Amend. 3 - November 2010]

Subpart D - Compensation

514.30 Determining Easement Compensation

A. Easement Compensation – Agricultural Lands and Other Lands without Residences or Other Structures

(1) This section identifies the easement compensation methodology to use for easement transactions where the land is in agricultural use or other use without man-made structures. Do not use this methodology for transactions where the land is in residential use (see section 514.30B). This methodology, with minor adjustments, may be used where the easement area on the farm or ranch encompasses a farm dwelling or other appurtenance due to the purchase of an easement on an entire tract.

(2) The State Conservationist (STC) establishes floodplain easement compensation values consistent with the process identified below. The basis for the compensation offer for an easement enrollment will be the lowest of the following three values:

(i) The fair market value (FMV) of the land. The fair market value may be determined through either of two methods: an area-wide market analysis or survey (AWMA) or an individual Uniform Standards for Professional Appraisal Practice (USPAP) appraisal. (See NEWPPM, Section 515.60(B)(D)).

(ii) The geographic area rate cap (GARC). The GARC reflects the value the State Conservationist, with the advice of the State Technical Committee, determines to be fair compensation for the value of the easement.

(iii) A voluntary written offer by the landowner. At the time of application, the landowner may voluntarily offer to accept less compensation than would be offered by NRCS. This may enhance the probability of enrollment. An offer to accept a lower compensation amount will be documented in writing on the ranking factors worksheet.

(3) The FMV of the land, whether determined by a USPAP or AWMA, must be determined by a qualified professional, who must be completely independent of NRCS. The STC must determine whether to use an AWMA or a USPAP appraisal to determine fair market values within a particular geographic area of the State. If an AWMA approach is adopted, the STC may only secure an appraisal for specific transactions within that geographic area if special circumstances exist. The STC must document in the case file the special circumstances that warranted using an appraisal in an area where an AWMA has been obtained.

(4) FMV of the Land Using AWMA

(i) FMV of the land using an AWMA is the preferred method for obtaining fair market value of the land for agricultural and other nonresidential rural properties. These values are established early in the application and evaluation process and are the basis for the GARCs. Therefore, potential participants know the easement compensation value in advance, and less time is spent with applicants who will not accept the easement compensation offered. In addition, if an applicant does withdraw from the program, an offer can be extended immediately to the next applicant on the ranking priority list.

(ii) The AWMA will be completed by a qualified professional who is familiar with the geographic area and land use types and values to be included in the analysis. The analysis is not to be completed by NRCS personnel. The determination of the area to be surveyed will be based on several considerations, including—

- The types of land use are similar
 - The size of land units are similar
 - The types and amounts of improvements are similar
 - The potential influence of other factors, such as development pressure, are similar
 - The general topography and natural features of the area would be similar;
 - The locations are similar
 - Similar irrigation water rights
- (iii) Therefore, the qualified professional must filter the relevant sales data so that the fair market values determined through the AWMA reflect the range of types of land normally enrolled in FPE in that geographic area.
- Example 1: As part of the AWMA, the land values are broken down by Corn Suitability Ratings, which are then applied to the corresponding soil mapping units of the offered parcel.
 - Example 2: As part of the AWMA, the land values are broken down by land capability classification, which is then applied to the corresponding land capability for the soils on the offered parcel.
 - Example 3: As part of the AWMA, the land values are broken down by land use category (such as cropland, irrigated pasture, non-irrigated pasture, woodland), which is then applied to the site-specific land use characteristics on the offered parcel.
 - Example 4: As part of the AWMA, the land values are broken down by parcel size and relative level of development pressure, which is then applied to the size and development pressure of the offered parcel.
- (5) Funds to obtain the AWMA will be obligated to the qualified professional vendor providing the service through the appropriate procurement method.
- (6) The report from the qualified professional who conducts the AWMA must document the—
- (i) Process used to determine the geographic area for each market survey.
 - (ii) Region, development potential, land use, or land productivity categories considered.
 - (iii) Actual sales data for each category.
 - (iv) Source of the data.
 - (v) Qualifications and experience of the qualified professional that conducted the AWMA.
- (7) The STC will submit an electronic copy of the AWMA report and accompanying documentation to the Director, Easement Programs Division (EPD), for final approval and concurrence. These will be submitted at the same time the GARC recommendations are submitted. All FMV determinations using an AWMA must be—
- (i) No older than 12 months unless accompanied by a statement from the original vendor or other recognized expert in real estate markets that land prices have been stable in the market area.
 - (ii) Consistent with other similar easement program values if the land is within the same geographical area and of similar use.
 - (iii) Approved by the EPD Director prior to being used in the enrollment process.
- (8) FMV of the Land Using USPAP Appraisals
- (i) USPAP appraisals may be utilized to determine fair market value of the land instead of an AWMA. Appraisals may be warranted in parts of States with limited enrollment or in other special situations. Individual, site-specific USPAP appraisals may also be warranted if there are barns or other improvements on the proposed easement area.
 - (ii) The appraisal guidance identifies the specific appraisal requirements for obtaining appraisals for purchase of floodplain easements.
- (9) Geographic Area Rate Cap
- (i) Each STC must adopt at least one set of GARCs for the land types in the project area authorized in their State. States may establish GARCs based on counties or other sub-State regions, land use quality categories, or other considerations, such as development pressure and residual recreational value. GARCs must be established for each geographic area for which an AWMA or survey is conducted. The GARCs for each State should be set at a rate that does not overcompensate landowners and encourages the enrollment of the types and classes of lands with superior potential to reduce or eliminate floodplain damages. The GARCs must reflect the value that the STC determines to be a fair compensation of the easement rights being acquired. Because NRCS is only acquiring a portion of the land rights, the GARCs will always be less than the value determined by the AWMA or survey. The percentage reduction, therefore, must reflect the proportionate value of the property rights being acquired in the easement transaction.
 - (ii) States with a dataset of previously obtained Wetlands Reserve Program or floodplain easement appraisals may use that dataset to determine the relationship between the value of the land encumbered by easements and the fair market value of the unencumbered land. This relationship, expressed in percentage terms, may then be adopted as the GARC. The percentage will reflect the proportionate value of the property rights being acquired in the easement transaction. This GARC can be applied to the FMV of the land as determined by either the AWMA or appraisal to develop the amount to be offered to the landowner.
 - (iii) In areas where an AWMA is not conducted, States may utilize per-acre land values from the National Agricultural Statistics Service (NASS) as a proxy for the fair market value of unencumbered land. The GARC may then be established as the relationship between easement values (as determined by a review of easement appraisals) and the NASS value. For example, as part of the GARC development process, State A compared appraised easement values in other similar programs to the NASS values from the same year. On

average, the easement values represented 80 percent of the total unencumbered value derived from NASS. State A adopted a GARC value for the area as 80 percent of the NASS values.

(iv) States should utilize the best readily available information for assessing fair compensation for the easements rights being acquired. The best data source for determining fee title fair market value is the AWMA (or USPAP fee title appraisals, where applicable). To determine GARC values, States should compare the value of the easement rights to the value of the fee title of the land in that geographic area for the corresponding breakdown of AWMA values. The types of data that should be used to support the comparison of the value of the easement rights include—

- Local real estate market values, tax rates, and assessments;
 - Location of the land;
 - National, State, or local agricultural statistics;
 - Historic values accepted by landowners for program participation;
 - Soil types and productivity; and
 - Rates paid by other conservation easement programs that have similar purposes.
- (v) The STC must document the following in writing:
- The process used to determine the value of the easement rights for each GARC;
 - The region, development potential, land use, or land productivity categories considered;
 - The corresponding GARC from neighboring areas, with an explanation when there are significant differences;
 - The source of the data; and
 - The date the proposed GARC values were reviewed with the State Technical Committee.
- (vi) GARCs and AWMA's should be developed for the same geographic area and should be submitted simultaneously. GARCs should also be developed for areas where enrollment opportunities exist, but appraisals will be used to determine fair market value of the land.
- (vii) The STC must submit the documentation along with the proposed easement compensation values (AWMA and GARC) to the Director, Easement Programs Division, for final concurrence and approval. Easement compensation values will be evaluated on the following criteria:

- Was there a logical, defensible, and well-documented process?
- Were the GARC values consistent with neighboring areas or were the differences explainable?
- Was the AWMA procured from an independent, qualified professional with familiarity with the applicable geographic area?
- Was the fair market value of the land greater than the GARC?
- Were the results reviewed by the State Technical Committee?
- Were the results certified by the State Conservationist?

(viii) All easement compensation values must be updated each fiscal year and have the approval of the EPD director prior to being used in the enrollment process. Upon approval, the GARC values can be placed on the State Web site for informational purposes.

B. Easement Compensation – Lands with Residences or Other Structures

This section identifies the easement compensation methodology used for easement transactions where the land contains residential dwellings and other structures. NRCS uses different easement compensation procedures in project areas with a substantial number of residences or other structures. While NRCS will still acquire and hold the conservation easement using the standard FPE easement template, the agency will conduct acquisition and restoration activities through a sponsor, including the determination of easement compensation value.

Project Sponsor

- For projects that include parcels with residential dwellings or other structures on nonagricultural lands (such as flood mitigation efforts intended to assist families in moving from flood-prone areas as part of EWP recovery efforts), a local sponsor will be identified and serve as the local cooperating entity for these efforts. A sponsor will be a local or State unit of government (city, county, conservation district, watershed conservancy district, or State agency) that has a local presence and staff available to assist in the implementation of the program.
- Detailed working arrangements must be established between the project sponsor and NRCS before soliciting applications for affected landowners. These arrangements must be set forth in a memorandum of understanding (MOU) between the sponsor and NRCS. The sponsor must agree to—
 - Assist in the public dissemination of program availability to those affected residents in the community
 - Conduct application signups and accept applications
 - Conduct public meetings and a public information campaign concerning availability of the program

- (2) Agreement with Sponsor
- (i) Once program funds have been allocated to the State for the purpose of removing residences or other structures from the affected floodplain, NRCS will enter into a cooperative or project agreement with the sponsors prior to the commencing of easement acquisition activities. The agreement must specify the reimbursable tasks to be carried out by the sponsor to expedite the easement acquisition process.
- (ii) The cooperative or project agreement serves as the fund-obligating document that stipulates the assistance the sponsor provides for the practical administration of the program. These arrangements may include but are not limited to the sponsors being reimbursed for—
- Securing the services of an appraiser, closing agent, and surveyor
 - Demolition and proper disposal of debris resulting from the demolition of a building
 - Acceptance and proper disposal of any hazardous material (e.g., shingles, paint, motor oil, batteries, and other hazardous materials)
 - Reclamation and decommissioning of septic tanks, dug wells, oil storage tanks, etc.
 - Revegetation and restoration of the affected areas
- (iii) In order to reduce the administrative burden and easement management cost to NRCS, sponsors are required to purchase the fee simple title from the landowner and enroll properties in a strategic manner that increases the likelihood that the floodplain can be reconnected. Therefore, ranking criteria should be developed that would favor the enrollment of adjacent parcels and landowners willing to sell the fee simple title to the sponsor. The fee simple title transaction should occur simultaneously with the closing of the easement. The FPE warranty easement deed is closed before the fee simple interest is conveyed to the sponsor, unless a different order of recordation is desired by NRCS and authorized by the Office of the General Counsel.
- (iv) If the sponsor is not willing to participate in the efforts described above, the use of EWP funds should be limited to the normal delivery of EWP recovery efforts or for the purchase of floodplain easements on agricultural and other lands that do not contain residences or other structures as described elsewhere in this manual.
- (3) NRCS or the sponsor will obtain a USPAP appraisal (see part 515.60 D "Appraisal Specifications for Appraisals of Real Property for the Wetlands Reserve Program," for an easement transaction on which there are dwellings or other structures. The appraiser will be provided with the documentation and information indicated in the specifications. The parcel of land to be appraised will be clearly delineated on a map that includes the area to be enrolled, the ingress and egress routes or point of access, and any other available descriptive information.
- (4) The intent of the program is to restore the easement area to the natural floodplain condition to the fullest extent practical. All buildings (e.g., residential home, garages, sheds, barns, etc.) will be removed from the easement area as part of the restoration activities. NRCS purchases the rights to the buildings and to their demolition under the terms of the FPE easement deed. Therefore, the value of the option agreement to purchase to the landowner must reflect the purchase of these rights.
- (5) The appraiser must appraise the house in its pre-disaster condition. The appraiser will appraise the fair market value of the land and the buildings. The appraisal instructions must also require the appraiser to breakout two values: the contribution to fair market value that is provided by the dwelling and the contribution to fair market value that is provided by remainder of the property that will be placed under easement. The easement compensation offer made to the landowner will be based on the full market value of the land less the encumbered value as determined by USPAP. NRCS must reduce the purchase price offer to the landowner by the amount of other assistance the landowner has received for the purpose of disaster recovery (e.g., insurance proceeds and grants) unless the landowners shows that the money was spent for its intended purpose.

C. Compensation for Relocation

- (1) In some instances, it may be more cost effective or desired by the landowner to relocate the residential dwelling outside the floodplain. NRCS may pay up to 100 percent of the cost to relocate the residential home on a new lot, location, or parcel that is outside of the proposed easement area and outside the 100-year floodplain as determined by Federal Emergency Management Agency flood maps and certified by a registered licensed surveyor. In such cases, the easement compensation would not include the value of the residential dwelling. Relocation cost will be contracted as restoration costs, either through the sponsor or directly with the landowner.
- (2) Authorized reimbursable costs include the following:
- (i) Comparable unfinished basement (if the original location included a basement).
- (ii) Detachment, movement, and placement of the home on a foundation or stem wall at the new location.
- (iii) Replacement porch, sidewalk, and steps, when the original appurtenances cannot be relocated.
- (iv) Grading of the lot and unpaved driveway (or a paved driveway of 200 feet or less when the original location had a paved driveway).
- (3) The following eligible reimbursable items may not exceed a total reimbursement of \$22,500, unless the Uniform Act authorizes a different level of reimbursement:
- (i) Decent safe and sanitary facilities, such as water and electric hookup fees, septic tank, and drain field.
- (ii) Permit fees.

- (iii) Moving expenses, including the expense to relocate the home and personal items.
- (iv) Limited replacement of landscape materials, such as shrubs and lawn.
- (v) Temporary quarters while the home is being dismantled and set up.
- (4) Expenses ineligible for reimbursement:
 - (i) Basement when the original location did not include a basement.
 - (ii) Paved driveway when the former residence did not include a driveway.
 - (iii) Additions, room enlargements, or remodeling beyond those repairs necessary as a result of the relocation of the home.
 - (iv) Garage or carport, porches, sidewalks, etc., when one did not exist at the original home location.
 - (v) The total cost to relocate a residence out of the floodplain and onto a lot certified to be outside of the 100-year floodplain may not exceed the county tax-assessed value of the home or residence.

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Subpart E - Restoration

514.40 Restoration Process

The floodplain components of the enrolled area will, to the maximum extent practicable, be restored to the conditions that existed prior to the conversion or manipulation. NRCS will work cooperatively with the landowner, with assistance from State and Federal agencies having wildlife and wetland expertise, to achieve maximum wetlands and floodplain protection, restoration and when appropriate, enhancement. NRCS will maximize wildlife habitat and wetland and floodplain functions and values on each acre enrolled.

- (1) Once the landowner has signed the option agreement to purchase and the application has moved towards the closing process, the final restoration plan should be developed, including all necessary field surveys and engineering designs that the State Conservationist (STC) determines are needed to ensure that there is an accurate estimate of restoration costs. Restoration on floodplain easements will include all necessary conservation practices, measures, and activities required to restore the floodplain functions and values to the natural conditions to the greatest extent practicable. Any restoration of wetlands should be restricted to the wetland types that were present under natural conditions.
- (2) When the final restoration plan has been developed and necessary final engineering designs have been completed, NRCS decides how to complete the restoration. If restoration will be completed through a long-term contract with the landowner, Form AD-1154, "Long-Term Agreement," Form AD-1155, "Conservation Plan Schedule of Operations," and other appropriate documents are prepared. See NEWPPM Section 515.21 for links to these forms. After these documents have been signed by the STC, funds are obligated for the restoration.
- (3) If restoration will be completed using some other appropriate procurement method, the appropriate documents will be prepared. When these documents have been signed by the STC or designee, the funds will be obligated directly to that procurement document, not to the individual easement. It is possible that the restoration funds will not be obligated in the same fiscal year that easement purchase funds are obligated.
 - (i) Removal of structures, including buildings that are an impediment to the proper functioning of the floodplain, is required and will be cost shared. This would include removing dikes to allow flood waters to access the historic floodplain. Removal of other existing structures within the easement, including fences, wells, and incidental farm buildings, is an allowable restoration practice, if necessary to provide for ability of the floodplain to properly function during flood events.
 - (iii) Restoration will not be implemented when the primary purpose is wetland restoration or maximizing wildlife habitat benefits.
 - (iv) Cost-share for restoration will be 100 percent of the actual cost of installing required restoration practices.

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Subpart F - Management, Monitoring, and Enforcement

514.50 Management, Monitoring, and Enforcement

- A. All EWP-FPE easements will be monitored using the standard Wetlands Reserve Program monitoring processes and documents. While restoration is being implemented, all enrollments will be monitored through annual onsite visits (or more often if needed to ensure the proper implementation of conservation practices, measures, or activities).
- B. Once restoration is implemented; the enrollment will be monitored at least every 3 years through an

onsite visit. The site may be monitored through remote sensing methods the other 2 years. Projects with active compatible use authorization will have onsite visits for the first 2 years and will be monitored onsite at least once every 3 years thereafter.

C. Projects should also have an onsite visit after a significant weather or other potentially damaging event, including but not limited to flooding, forest fire, or major storms. Projects will also have onsite monitoring for at least 2 years following a documented violation.

Note: The State Conservationist may develop a schedule that requires more frequent monitoring if the above schedule does not meet local needs.

D. At a minimum, the monitoring process and documentation must include—

- (1) Whether the installed practices are operating as planned
- (2) Whether maintenance activities are adequate to keep the practices effective
- (3) Whether restoration requirements have been met
- (4) Whether the site provides high-quality wildlife habitat for priority species
- (5) Taking photographs at predetermined photo points
- (6) Documentation of other conservation practices, measures, or activities needed to ensure the protection of floodplain functions and values, including the cost of the necessary items
- (7) Verification of current ownership
- (8) Confirmation of boundary markings
- (9) Verification of compliance with compatible use authorizations
- (10) Condition of the easement as stewardship land
- (11) Ensuring all other easement, contract, and agreement conditions are being met

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Part 515 - Exhibits

Subpart A - Plans - Reserved

[M_390__515_A - Amend. 3 - November 2010]

Subpart B - Definitions

515.10 Terms

[Click here for a copy of the Terms](#)

515.11 Acronyms

[Click here for a copy of the Acronyms](#)

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Subpart C - Forms

515.20 EWP Recovery Forms

A. Form NRCS-PDM-20A, Electronic Disaster Report

[Click here for Form NRCS-PDM-20A](#)

B. Form NRCS-PDM-20, Damage Survey Report

[Click here for Form NRCS-PDM-20](#)

C. Form NRCS-PDM-XX, Request for Establishment of an EWP Drawing Account

[Click here for Form NRCS-PDM-XX](#)

D. Form ADS-78, Assurances Relating to Real Property Acquisition

[Click here for Form ADS-78](#)

- E. Form NRCS-PDM-23, EWP Final Report

[Click here for Form NRCS-PDM-23](#)

515.21 EWP-FPE Forms

- A. Form AD-1153, Application for Long-Term Contracted Assistance

[Click here for Form AD-1153](#)

- B. Form AD-1157, Option Agreement to Purchase

[Click here for Form AD-1157](#)

- C. Form AD-1157A, Option Agreement to Purchase Amendment 1

[Click here for Form AD-1157A](#)

- D. Form NRCS-LTP-20, Emergency Watersheds Protection Program Floodplain Warranty

[Click here for Form NRCS-LTP-20](#)

- E. Form AD-1154, Long-Term Agreement

[Click here for Form AD-1154](#)

- F. Form AD-1155, Conservation Plan Schedule of Operations

[Click here for Form AD-1155](#)

- G. Form AD-1155A, Conservation Plan Schedule of Operations

[Click here for Form AD-1155A](#)

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Subpart D - Statutes and Regulations

515.30 Statutory Authority

Public Law 81–516, Section 216, as amended (33 U.S.C. Section 701b), states the following:

“The Secretary of Agriculture is authorized to undertake emergency measures, including the purchase of floodplain easements, for runoff retardation and soil-erosion prevention, in cooperation with landowners and land users, as the Secretary deems necessary to safeguard lives and property from floods, drought, and the products of erosion on any watershed whenever fire, flood, or any other natural occurrence is causing or has caused a sudden impairment of the watershed.”

515.31 Applicable Regulations

- A. [Click here for a copy of 7 CFR Part 624, “Emergency Watershed Protection Program Regulation, Final Rule”](#)

- B. [Click here for a copy of 7 CFR Part 624, Emergency Watershed Protection Program](#)

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Subpart E - Agreements

515.40 Agreements with Other Agencies

[Click here for a copy of the Agreements with Other Agencies](#)

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Subpart F - Sample Letters

515.50 Sample Letter of EWP Recovery Measure Forms and a Request for EWP Assistance

[Click here for a copy of the EWP Recovery Measure Form](#)

515.51 Sample Letter Requesting DSR Time Extension

[Click here for a copy of the Sample Letter Request DSR Time Extension](#)

515.52 Sample Attorney's Opinion Letter

[Click here for a copy of the Sample Attorney's Opinion Letter](#)

515.53 Sample Letter Request for Time Extension

[Click here for a copy of the Sample Letter Request for Time Extension](#)

515.54 Sample Letter of Tentative Acceptance

[Click here for a copy of the Sample Letter of Tentative Acceptance](#)

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Subpart G - Floodplain Easement Guidance Documents

515.60 Business Process Flow Chart

[Click here for the Business Process Flow Chart](#)

515.61 Appraisal Guidance

[Click here for the Appraisal Guidance](#)

515.62 Land Survey Specifications for the Natural Resources Conservation Service Easement Programs

[Click here for the Land Survey Specifications for NRCS Easement Program](#)

515.63 Appraisal Specifications for Appraisals of Real Property for the Emergency Watershed Protection Program (EWPP)

[Click here for the Appraisal Specifications for Appraisals of Real Property for EWPP](#)

515.64 Hazardous Substance Examination Checklist

[Click here for the Hazardous Substance Examination Checklist](#)

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