

CONTRACT
WITH
CITY OF CLAYTON
FOR
CLAYTON/RABUN COUNTY WATERSHED PROJECT

SECTION 319(h) FY08 GRANT - ELEMENT 06

STATE OF GEORGIA
COUNTY OF FULTON

THIS CONTRACT is made and entered into as of this 25th day of January, 2010 by and between the Environmental Protection Division of the Department of Natural Resources, State of Georgia (hereinafter called the "Division") and the City of Clayton (hereinafter called the "Contractor"), whose address is 99 North Church Street, Clayton, Georgia 30525. The persons executing this Contract on behalf of the Contractor have authority to bind the Contractor to the terms of this Contract. The Director of the Division is authorized by law to execute this Contract.

WITNESSETH:

WHEREAS, the Division is acting pursuant to the Georgia Water Quality Control Act, O.C.G.A. §§12-2-4, 12-2-6, and 12-2-7, and;

WHEREAS, the Division desires to engage the Contractor to render certain technical services hereafter described in connection with an undertaking (hereinafter referred to as the "Project") which is expected to be partially financed under Section 319(h) of the Federal Water Pollution Control Act Amendments of 1987.

NOW, THEREFORE, for and in consideration of the valuable and mutual benefits

flowing to each party as hereinafter appear below, the parties mutually agree as follows:

1. Employment of Contractor. The Division hereby agrees to engage the Contractor and the Contractor hereby agrees to provide the services hereafter set forth in connection with the Project of the Division under the Environmental Protection Agency Grant.

2. Scope of Service. The Contractor shall perform in a satisfactory and proper manner, as determined by the Division, the scope of services identified in Appendix A, hereby made a part of this Contract by reference.

3. Data to be Furnished to the Contractor. All information, data, reports, records, and maps as are existing, available, and necessary for the carrying out of the work shall be furnished to the Contractor without charge by the Division, and the Division shall cooperate with the Contractor in every way possible in carrying out the work.

4. Personnel.

(a) The Contractor represents that it has, or will secure all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Division or any State Agency.

(b) All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this Contract shall be subcontracted without the prior approval of the Contract Administrator.

5. Time of Performance. The services of the Contractor are to commence as soon as practicable after the effective date of this agreement and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Contract, but in any event all the services hereunder shall be completed by January 31, 2013.

6. Compensation. The Division agrees to pay the Contractor a sum not to exceed one hundred and eighty thousand (\$180,000.00) dollars total.

7. In-kind Match. The Contractor will contribute a minimum of one hundred and twenty thousand (\$120,000.00) dollars in services or cash contributions toward the performance of services described in Appendix A to this contract.

8. Maintenance of Records and Semiannual Reports. The Contractor agrees to be responsible for directing and accounting for the participating parties contributions. The Contractor shall record costs incurred in performing the services described in Appendix A to this contract and shall record all in-kind services for submission to the Division. The Contractor shall submit a semiannual accounting of costs and matching funds to the Contract Administrator, which will consist of canceled checks, paid bills, payrolls, time and attendance records, contract and subcontract award documents, etc.

9. Method of Payment. The Division will pay to the Contractor the amount set forth in Paragraph 6, which shall constitute full and complete compensation for the Contractor's services herein. Such sum will be paid in the manner set forth in Appendix B, hereby made a part of this Contract by reference, subject to receipt of an invoice from the Contractor and a brief progress report specifying that it has performed the work under this Contract in conformance with the Contract and that it is entitled to receive the amount requisitioned under the terms of the Contract.

It is expressly understood and agreed that in no event will the total compensation and reimbursement, if any, to be paid hereunder exceed the maximum sum of \$180,000.00 for all the services required herein.

10. Termination of Contract for Cause. If, through any cause, the Contractor shall fail to fulfill in timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Division shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 15 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this Contract shall, at the option of the

Division, become the property of the Division and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. Notwithstanding the above, the Contractor shall not be relieved of liability to the Division for damages sustained by the Division by virtue of any breach of the Contract by the Contractor, and the Division may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the Division from the Contractor is determined.

11. Termination for Convenience of Either Party. Either party may terminate this Contract at any time for good reason by giving written notice to the other party of such termination and specifying the effective date thereof, at least 15 days before the effective date of such termination. In that event, all finished or unfinished documents, and other materials as described in Paragraph 10 above shall, at the option of the Division, become its property. If this Contract is terminated by either party as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made. Provided, however, that if less than 69 percent of the services covered by this Contract have been performed upon the effective date of such termination, the Contractor shall be reimbursed, in addition to the above payment for that portion of the actual out-of-pocket expenses, not otherwise reimbursed under this Contract, incurred by the Contractor during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract. If this Contract is terminated due to the fault of the Contractor, Paragraph 10 hereof relative to termination shall apply.

12. Changes. The Division may, from time to time, require changes including any increases or decreases in the amount of Contractor's compensation, which are mutually agreed upon by and between the Division and the Contractor, and shall be incorporated in written amendments to this Contract.

13. Assignability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written

consent of the Contract Administrator.

14. Interest of Contractor. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance required under the Contract. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed or contracted with.

15. Identification of Documents and Projects. All construction or demonstration projects, reports, maps, and other documents completed as a part of this Contract, other than documents exclusively for internal use within the Division shall give the Contractor recognition and carry the following notation on a conspicuous sign or the front cover or a title page (or in the case of maps, in the same block) containing the name of the Division:

"The preparation of this report, map, document, project, etc., was financed in part through a grant from the U.S. Environmental Protection Agency under the Provisions of Section 319(h) of the Federal Water Pollution Control Act, as amended."

Together with the month and year, the document was prepared and credit being given to the Environmental Protection Division of the Department of Natural Resources, State of Georgia.

16. Copyright. No reports, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor.

17. General Conditions. All covenants, agreements and stipulations in Part 31 Appendix A of Subchapter B, Title 40, Code of Federal Regulations, are incorporated herein by reference. The parties acknowledge those general grant conditions and intend that all those covenants, agreements, and stipulations between the U.S. Environmental Protection Agency and the Division are applicable to and enforceable against the Contractor. Allowable costs will be determined in accordance with the cost principles in OMB Circular A-87.

18. Applicable Law. The parties agree that this agreement and all rights, privileges and

responsibilities shall be interpreted and construed according to the laws of the State of Georgia.

19. The failure of the Division at any time to require performance by the Contractor of any provision hereof, shall in no way affect the right of the Division thereafter to enforce that same provision or any part of the Contract, nor shall the failure of the Division to enforce any breach of any provision hereof be taken or held to be a waiver of such provision, or as a waiver, modification or rescission of the Contract itself.

20. Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for him, to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for him, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or the making of this Contract.

21. If the Contractor is a nonprofit contractor as defined in O.C.G.A. Section 50-20-2, then the Contractor agrees to comply with the provisions of O.C.G.A. Sections 50-20-1 through 50-20-8, and in particular, the requirements of O.C.G.A. Section 50-20-3, and with such further instructions as the State of Georgia may subsequently require in the implementation of said provisions.

22. In carrying out its obligations under this Contract, the Contractor is acting as an independent contractor and is responsible for full performance in accordance with the Contract terms and conditions.

23. The parties to this Agreement certify that the provisions of law prohibiting full and part-time appointive officials and employees of the State from engaging in certain transactions affecting the State contained in O.C.G.A. Sections 45-10-20 through 45-10-28 have not and will not be violated in any respect in regard to this Agreement.

24. The Contract represents the sole and complete understanding of the terms of this agreement between the parties hereto and may be amended, changed or modified only by a written document signed by the parties hereto.

25. This contract is being funded with a grant from the U.S. Environmental Protection

Agency (USEPA). It is the policy of the USEPA to ensure to the fullest extent possible that at least a negotiated "Fair Share" percentage of federal funds awarded to prime and subcontractors in support of USEPA programs be made available to Disadvantaged Business Enterprises (DBE).

The Contractor agrees to ensure to the fullest extent possible that at least 13.70% Minority Business Enterprise (MBE) and 7% Women Business Enterprises (WBE) of federal funds for contracts or subcontracts for supplies, construction, equipment or services are made available to organizations owned or controlled by socially and economically disadvantaged individuals, women and historically black college and universities.

The Contractor agrees to include in its bid documents this 13.70% and 7% "Fair Share" percentage.

To evaluate compliance with the "Fair Share" policy, the Contractor agrees to comply with the following six affirmative steps as appropriate:

- 1) Including qualified minority women's businesses on solicitation lists;
- 2) Assuring that minority and women's businesses are solicited whenever they are potential sources;
- 3) Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation of minority and women's businesses;
- 4) Establishing delivery schedules, where the requirements of the work permit, which will encourage the participation by minority and women's businesses;
- 5) Using the services and assistance of the U.S. Small Business Administration and the Office of Minority Business Enterprise of the U.S. Department of Commerce;
- 6) Requiring each party to a subagreement to take the affirmative steps outlined in paragraphs 1 through 6 of this section.

The documentation of the six steps must be detailed in order to allow for satisfactory review and should document the efforts of solicitation taken such as; the name and address of MBE's/WBE's solicited, if advertised in newspaper show proof and indicate name of paper.

The Contractor is required to submit semiannual reports of total contract expenditures to the Division, which includes a separate total for MBE/WBE utilization. This information should be

mailed to the following address:

Julie Walden, Contract Administrator
NonPoint Source Program
Georgia Environmental Protection Division
4220 International Parkway, Suite 101
Atlanta, Georgia 30354

26. Drug Free Workplace.

(a). If Contractor is an individual, he or she hereby certifies that he or she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance, or marijuana during the performance of this contract.

(b). If the Contractor is an entity other than an individual, it hereby certifies that: 1. A drug-free workplace will be provided for the Contractor's employees during the performance of this; and 2. It will secure from any subcontractor hired to work in a drug-free workplace the following written certification: "As part of the subcontracting agreement with (contractor's name, subcontractor's name) certifies to the contractor that a drug-free workplace will be provided to the subcontractor's employees during the performance of this contract pursuant to paragraph 7 of subsection B of Code Section 50-24-3".

27. Georgia Security and Immigration Compliance Act. (a). Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the Contractor understands and agrees that compliance with the requirements of O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 are conditions of this Agreement. The Contractor hereby warrants that Contractor has complied with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act, O.C.G.A. § 13-10-90 *et. seq.*, by registering at <https://www.vis-dhs.com/EmployerRegistration> and verifying information of all new employees; and by executing any affidavits required by the rules and regulations issued by Georgia Department of Labor set forth at Rule 300-10-.01 *et. Seq.* Contractor's fully executed affidavit is attached hereto as Exhibit A and is incorporated into this agreement by reference herein.

(b). The Contractor warrants that in the event the Contractor employs or contracts

with any subcontractor(s) in connection with this Agreement, the Contractor shall include a similar provision in all written agreements with any such subcontractor(s). The Contractor agrees to maintain records of any such subcontractor agreements for inspection by the Department at any time.

IN WITNESS WHEREOF, the parties have hereunto, and to a duplicate hereof of like tenor and effect, acting by and through their duly authorized officers or agents, set their hands the day and year first above written.

ENVIRONMENTAL PROTECTION DIVISION

BY: F. Allen Barnes
F. Allen Barnes
Director

CITY OF CLAYTON

BY: Cissy Keeney

Lawrence M. Allen
Notary Public
My Commission Expires Oct. 28, 2011

EXHIBIT A

STATE OF GEORGIA
_____ COUNTY

CONTRACTOR AFFIDAVIT AND AGREEMENT

COMES NOW before me, the undersigned officer duly authorized to administer oaths, the undersigned contractor, who, after being duly sworn, states as follows:

1.

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, stating affirmatively that the individual, firm, or corporation which is contracting with the Georgia Department of Natural Resources has registered with and is participating in a federal work authorization program* in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

2.

The undersigned contractor further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the Georgia Department of Natural Resources of which this affidavit is a part, the undersigned contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 through the subcontractor's execution of the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08 or a substantially similar subcontractor affidavit. The undersigned contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Georgia Department of Natural Resources at the time the subcontractor(s) is retained to perform such service.

EEV / Basic Pilot Program User Identification Number

FURTHER AFFIANT SAYETH NOT.

Cissy Henry
BY: Authorized Officer or Agent

_____ Date

City of Clayton
Contractor Name

Sworn to and subscribed before me
This ____ day of _____, 20__

Clayton City Manager
Title of Authorized Officer or Agent of Contractor

Katherine M. Allen
Notary Public

Cissy Henry
Printed Name of Authorized Officer or Agent

My commission expires. My Commission Expires Oct. 28, 2011

* Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603. As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

**APPENDIX A
SCOPE OF SERVICES
ELEMENT 06
Section 319(h) FY08 Grant**

Abstract

Project Title: Clayton/Rabun County Watershed Project

Lead Organization and Primary Contact:

City of Clayton
99 North Church Street
Clayton, Georgia 30525
ATTN: Cissy Henry, City Manager
Clayton, GA 30525

Phone: 706-782-4512
Fax: 706-782-4596
E-mail: cishenry@windstream.net

Funding:	Federal Funds:	\$ 180,000
	Non-Federal Matching Funds:	<u>\$ 120,000</u>
	Total Project Funds:	\$ 300,000

Project Start Date and Completion Date:

Start Date: January 2010
Completion Date: January 2013

Project Location:

Savannah River Basin (HUC 03060102) – Chattooga River Watershed (HUC 0306010206)

Project Background:

Stekoa Creek originates near Mountain City, Georgia and flows through Clayton, Georgia and then onward through Rabun County. Stekoa Creek is a major tributary to the National Wild & Scenic Chattooga River. The U.S. Environmental Protection Agency and the Georgia Department of Natural Resources have classified Stekoa Creek and several of its major tributaries (Scotts Creek, Saddle Gap Branch, and Chechero Creek) as "impaired waterways" under Section 303(d) of the Federal Clean Water Act. A Total Maximum Daily Load Implementation Plan (TMDL Plan) commissioned by the State of Georgia in 2003, aimed at restoring Stekoa Creek to its designated use as a primary trout stream, has thus far not been implemented to stem the flow of sedimentation and fecal coliform into Stekoa Creek. The TMDL Plan was subsequently revisited, and a Tier 2 TMDL Plan was released in September 2007. To initiate progress, this project contains 5 elements that will address needed measures to ultimately meet the fecal coliform and sediment load allocations determined in Stekoa Creek's TMDL Plan:

- Stekoa Creek Stream Bank and Buffer Zone Restoration
- Rural Septic System Database

- Rural Septic System Rehabilitation
- Installation of Agricultural Best Management Practices (BMPs)
- Water Quality Data Collection and Analysis

Project Objectives:

The objective of this project is to implement components of the *Stekoa Creek TMDL Implementation Plan* by:

- Abating the ongoing non-point erosion and sedimentation problems within the stream's 50-foot buffer zone on the 2.9-acre project site by correcting areas of eroding stream banks, and restoring a native vegetation buffer zone to act as a sediment filter along Stekoa Creek
- Stabilizing 660 linear feet of streambank along Stekoa Creek
- Restoring 1,320 linear feet of riparian buffer area along Stekoa Creek
- Organizing the Rabun County Health Department's list of septic tanks geographically by watershed, creating a database that is also accessible via GIS.
- Executing a cost-share program for rehabilitating failing septic systems
- Reducing non-point source sediment and fecal coliform pollution at a high-profile agricultural site in the Stekoa Creek floodplain, while engaging in public education and outreach about the benefits of agricultural best management practices
- Providing water quality monitoring data in order to identify sources of fecal coliform and demonstrate the effectiveness of BMPs

Project Activities:

- Stabilize 660 linear feet of streambank in accordance with Levels 1 and 2 of the Georgia Department of Natural Resources' *Stream Bank and Shoreline Stabilization Guidance*
- Restore 1,320 linear feet of riparian area in accordance with Levels 1 and 2 of the Georgia Department of Natural Resources' *Stream Bank and Shoreline Stabilization Guidance*
- Develop a Rural Septic System Database with GIS overlay
- Implement a minimum of twelve (12) septic system rehabilitations
- Implement a minimum of one (1) agricultural BMP demonstration
- Develop Comprehensive Nutrient Management Plans (CNMPs) for agricultural producer
- Inspect and certify installed BMPs as meeting Natural Resources Conservation Service (NRCS) standards and specifications
- Develop a Sampling and Quality Assurance Plan (SQAP)
- Conduct Water Quality data collection and analysis
- Provide educational outreach to the local citizenry through media statements and signage in order to describe the project to the public and to inform interested parties of the benefits of stream integrity and stream restoration
- Obtain any necessary applicable local, State and Federal permits

Project Outputs:

- Written prescription for the stabilization work

- 660 linear feet of streambank stabilization in accordance with Levels 1 and 2 of the Georgia Department of Natural Resources' *Stream Bank and Shoreline Stabilization Guidance*
- 1,320 linear feet of riparian area restoration in accordance with Levels 1 and 2 of the Georgia Department of Natural Resources' *Stream Bank and Shoreline Stabilization Guidance*
- Photo documentation of the site before, during and after stabilization work
- Inventory of the Rabun County Health Department's record of septic systems, and organized geographically by watershed and sub-watershed in the Stekoa Creek basin
- Database portraying the septic system population located in the Stekoa Creek flood plain and in the flood plains of its major impaired tributaries portrayed in Geographic Information Systems software
- Documentation of septic repair and agricultural BMP outreach
- One (1) Sampling and Quality Assurance Plan (SQAP)
- Water Quality Sampling data
- One (1) statement to local media to announce all aspects of the 319 project
- One (1) educational kiosk and several educational signs at the Stekoa Creek stream bank and buffer zone restoration project site
- Documentation of outreach to local certified septic contractors in Rabun County
- A minimum of twelve (12) septic system BMPs
- A minimum of one (1) agricultural BMP demonstration
- Any necessary applicable local, State and Federal permits

Expected Outcome:

The purpose of this project is restore approximately 660 linear feet of Stekoa Creek's stream bank to reduce ongoing non-point erosion and sedimentation problems within the stream's 50-foot buffer zone by correcting areas of eroding stream banks, and restoring a 50-foot native vegetation buffer zone along 1,320 linear feet of Stekoa Creek to act as a sediment filter along Stekoa Creek. These efforts are expected to result in a half-ton sediment load reduction per year. This project also aims to address fecal coliform impairments through a septic system inventory and repair program, and an agricultural BMP demonstration site. These project activities and the associated educational outreach will facilitate the improvement of water quality concerns within the project area and eventual de-listing of the impaired waterways.

Budget Summary:

NPS POLLUTION ACTIVITIES	319(h) Grant Funds	Non-Federal Matching Funds
BMP Demonstration Project	\$15,000	
Restoration/Protection/Prevention	\$59,000	\$45,000
Education/Information Activities	\$15,650	\$5,000
Technical Assistance	\$31,950	\$27,500
Regulatory/Enforcement Activities		
Planning Activities	\$25,000	\$22,500
Water Quality Assessment/Monitoring	\$20,000	\$15,000
Other	\$13,400	\$5,000
TOTAL	\$180,000	\$120,000

APPENDIX A
SCOPE OF SERVICES
ELEMENT 06
Section 319(h) FY08 Grant

1. Project Title: Clayton/Rabun County Watershed Project

2. Lead Organization: City of Clayton
99 North Church Street
Clayton, GA 30525
Phone: 706-782-4512
Fax: 706-782-4596
E-mail: cishenry@windstream.net

Primary Contact: Cissy Henry, City Manager
99 North Church Street
Clayton, GA 30525
Phone: 706-782-4512
Fax: 706-782-4596
E-mail: cishenry@windstream.net

Secondary Contact: Nicole Hayler, Program Coordinator
Chattooga Conservancy
8 Sequoia Hills Lane
Clayton, GA 30525
Tel: 706-782-6097
Fax: 706-782-6098
Email: info@chattoogariver.org

3. Project Background:

Stekoa Creek originates near Mountain City, Georgia, and flows through Clayton, Georgia, and then onward through Rabun County. Stekoa Creek is a major tributary to the National Wild & Scenic Chattooga River, which is nationally famous as well as a heavily used recreation resource in the Southeast region. The U.S. Environmental Protection Agency and the Georgia Department of Natural Resources have classified Stekoa Creek and several of its major tributaries (Scotts Creek, Saddle Gap Branch, and Chechero Creek) as "impaired waterways" under Section 303(d) of the federal Clean Water Act. A Total Maximum Daily Load Implementation Plan (TMDL Plan) commissioned by the State of Georgia in 2003, aimed at restoring Stekoa Creek to its designated use as a primary trout stream, has thus far not been implemented to stem the flow of sedimentation and fecal coliform into Stekoa Creek. This original TMDL Plan was subsequently revisited and a Tier 2 TMDL Plan was released in September 2007 that acknowledges no measurable improvements in Stekoa Creek's water quality towards meeting the established standards for the stream's designated uses. To initiate progress, this project contains 5 elements (enumerated below) that will address needed measures to ultimately meet the fecal coliform and sediment load allocations determined in Stekoa Creek's TMDL Plan.

1) Stekoa Creek Stream Bank and Buffer Zone Restoration: The City of Clayton recently acquired a 2.9-acre tract that contains a portion of the east bank of Stekoa Creek, an impaired tributary to the National Wild & Scenic Chattooga River. This property will serve

as the site for a stream bank and buffer zone restoration project. The tract has been degraded by deforestation, floodplain filling and stream buffer encroachments, and has been invaded by non-native weedy species such as kudzu and privet.

The Stekoa Creek Stream Bank and Buffer Zone Restoration Project's objectives are to stop the ongoing non-point erosion and sedimentation problems on this tract within the stream's 50-foot buffer zone by correcting areas of eroding stream banks, and also restoring a native vegetation buffer zone to act as a sediment filter along Stekoa Creek. In addition, because of the tract's location adjacent to State Highway 441, this will be a high profile demonstration project with public access and a prominent public education component in order to show citizens the benefits of using native plants in streamside zones for erosion control, as well as to provide quality habitat for both aquatic and terrestrial species of native wildlife. After this project's restoration activities are complete, the demonstration and educational aspects of this work will be significantly enhanced as the entire tract is to be managed as a city park and streamside green space, which will encourage visitation to the site and have a multiplier effect on the project's educational component.

2) Rural Septic System Database: The TMDL Plan for Stekoa Creek identifies organizing the Rabun County Health Department's "rough list" of septic tanks geographically (by watershed and sub-watershed) as a priority management action to help in attaining water quality standards for Stekoa Creek. This database will also be portrayed in visual form via Geographic Information Systems (GIS), and overlaid with GIS coverages of Stekoa Creek and its flood plain, and the flood plains of its major impaired tributaries named above (Scotts Creek, Saddle Gap Branch, and Chechero Creek). In Stekoa Creek's TMDL Plan, this work was named as a priority action because it would provide for a "good analysis of the current septic tank population," as well as assist in on-the-ground survey work for identifying failing septic tanks that are contributing to the non-point source fecal coliform pollution in the Stekoa Creek watershed.

3) Rural Septic System Rehabilitation: After the Rabun County Health Department's list of septic tanks is organized geographically (see #2 above), this newly gained information will allow for a targeted analysis of the septic tank population in known hot spot areas of high fecal coliform levels. Some areas of high fecal coliform levels were referenced in Stekoa Creek's Tier 2 TMDL Plan, which cited data obtained by the Chattooga Conservancy's water sampling program in the Stekoa Creek drainage. The hotspots of fecal coliform loading beyond the reach of the City of Clayton's sewage collection infrastructure are suspected to involve failing septic tank systems. The septic system rehabilitation aspect of the Clayton/Rabun County Watershed Project shall involve educating the public about the signs and symptoms of septic system failure, and then will conduct targeted mailings and site visits in order to recruit financially needy participants willing to cost share the expenses of rehabilitating their failing septic systems to improve water quality in that area of the Stekoa Creek watershed.

4) Installation of Agricultural Best Management Practices: Stekoa Creek's Tier 2 TMDL Plan cites the importance of implementing agricultural best management practices in the Stekoa watershed, and includes this as a "recommended additional management measure and activity to achieve load reductions." Two especially prominent areas exist within the Stekoa Creek and Scotts Creek flood plains that are sorely in need of agricultural best management practices, and these areas will be targeted for public

education about the benefits of implementing agricultural best management practices. The objective is to recruit at least one livestock owner to enter into a cost share agreement for executing a demonstration project that will install agricultural best management practices.

5) Water Quality Data Collection and Analysis: A State Quality Assurance Plan (SQAP) will be developed and submitted to GAEPD for collecting water samples in the Stekoa Creek watershed, and all water samples will be collected in adherence with the SQAP. Fecal coliform data will be collected and analyzed during the grant period to address the following objectives: 1) To identify and verify key hot spot areas of non-point source fecal coliform pollution suspected to be attributable to failing septic systems; and, 2) to demonstrate the effectiveness of septic system rehabilitation and implementing agricultural best management practices in reducing non-point source fecal coliform pollution in the Stekoa Creek watershed.

4. Project Objectives:

The objective of this project is to implement components of the *Stekoa Creek TMDL Implementation Plan* by:

- Abating the ongoing non-point erosion and sedimentation problems within the stream's 50-foot buffer zone on the 2.9-acre project site by correcting areas of eroding stream banks, and restoring a native vegetation buffer zone to act as a sediment filter along Stekoa Creek. 660 linear feet of streambank will be stabilized and 1,320 linear feet of riparian area will be restored along Stekoa Creek. In addition, this will be a high profile demonstration project with public access and several public outreach stations that will educate citizens about the benefits of stream bank restoration and riparian area restoration that uses native plants in streamside zones for erosion control, and to provide quality habitat for native aquatic and terrestrial species. The project will also help reduce sediment levels as per Stekoa Creek's TMDL Implementation Plan.
- Organizing the Rabun County Health Department's list of septic tanks geographically by watershed, creating a database that is also accessible via GIS. Creating this database will assist in disseminating public education information in critical floodplain areas of the Stekoa watershed by way of correspondence, and will also enable targeted on-the-ground survey work for identifying failing septic tanks that are contributing to the non-point source fecal coliform pollution in the Stekoa watershed.
- Implement a cost-share program for rehabilitating failing septic systems in critical floodplain areas of impaired tributaries to Stekoa Creek and Stekoa Creek proper that will reduce non-point source fecal coliform pollution and improve water quality in that area.
- Reducing non-point source sediment and fecal coliform pollution at a high-profile agricultural site in the Stekoa Creek floodplain, while engaging in public education and outreach about the benefits of agricultural best management practices.
- Identifying and verifying hot spot areas of non-point source fecal coliform pollution attributable to failing septic systems, and use water quality data to demonstrate the effectiveness of septic system rehabilitation and agricultural best management practices in reducing non-point source fecal coliform pollution in the Stekoa Creek watershed.

5. Project Activities:

- Stream Bank Stabilization

- **Task 1:** Obtain exact measurements of the Stekoa streambank and develop a written prescription for the stabilization work.
- **Task 2:** Stabilize an eroding stream bank on the river left side of Stekoa Creek. This area includes approximately one-quarter linear mile of stream bank, as well as a location where the creek has undermined a 16-inch diameter tree. Natural river rock and non-woven geotextile filter fabric will be used to implement the stream bank erosion repair. All stream bank stabilization techniques will adhere to the Georgia Department of Natural Resources' *Stream Bank and Shoreline Stabilization Guidance "Level 1: Preferred"* practices, and no mechanical equipment will be used on the stabilization project.
- **Task 3:** Obtain any necessary applicable local, State and Federal permits

- Riparian Area Restoration

- **Task 1:** Prepare a landscape-planting plan using all native plants for the area that is to be cleared of non-native invasive vegetation. The plan will depict the site boundaries, location and species of vegetation recommended for planting, and details regarding plant specifications and installation. This landscape-planting plan will be used to guide the restoration of the riparian corridor along this section of Stekoa Creek.
- **Task 2:** Remove all non-native invasive vegetation, consisting primarily of dense growths of kudzu and privet from the 50-foot stream buffer zone at the project site and replant with native species. There will be no mechanical disturbance within the stream buffer zone. The native plants will be installed during favorable weather conditions during the fall/winter of 2009 and, if needed, the spring of 2010. The riparian area restoration activities will adhere to the Georgia Department of Natural Resources' *Stream Bank and Shoreline Stabilization Guidance Level 1: Preferred* practices guidelines.

- Rural Septic System Database

- **Task 1:** Inventory the Rabun County Health Department's record of septic systems and organize the records geographically by watershed and sub-watershed in the Stekoa Creek basin.
- **Task 2:** Use the geographically-organized septic system records to create a Geographic Information Systems database that can portray this information visually.
- **Task 3:** Overlay the septic systems GIS coverage with coverages of Stekoa Creek and its floodplain, as well as the floodplains of Stekoa's major impaired tributaries; specifically, Scotts Creek, Saddle Gap Branch, and Chechero Creek.

Thus, critical areas to target for public outreach and education about the signs of failing septic systems can be determined.

- Rural Septic System Rehabilitation

- **Task 1:** Conduct outreach to residents relying on septic systems and living in and near critical areas of Stekoa Creek and its impaired tributaries' floodplains, relaying information to help them understand the indicators of failing septic systems. This correspondence will also inform them about the ongoing 319 grant and that the cost-share assistance program for rehabilitating failing septic systems is available. Similar outreach will also be provided to local septic contractors. Follow-up telephone calls and visits to the targeted areas will occur to recruit eligible participants in need of septic system rehabilitation.
- **Task 2:** A minimum of twelve (12) households will enter into cost share agreements to rehabilitate their failing systems within the targeted area.

- Installation of Agricultural Best Management Practices

- **Task 1:** Survey two prominent agricultural areas in the Skekoa Creek and Scotts Creek floodplains for demonstration of agricultural best management practices.
- **Task 2:** Provide written outreach, followed by telephone calls and personal contacts, to property owners in the selected areas to solicit interest in implementing a demonstration project of agricultural best management practices. The communications will emphasize the benefits of implementing agricultural BMPs, including herd health issues and the potential health problems associated with watering livestock from impaired streams, and also will advise livestock producers that cost share assistance is available for fencing their livestock out of the streams and for providing alternative watering systems. In addition, the Rabun County Agricultural Extension Agent will be advised of the opportunity for 319 grant cost-share agricultural BMP assistance to qualified landowners, and asked to assist outreach efforts.
- **Task 3:** A minimum of one (1) landowner will enter into a cost-share agreement to install agricultural Best Management Practices.
- **Task 4:** Develop conservation plans for each BMP installation in cooperation with landowners.
- **Task 5:** Estimate load reductions (sediment, phosphorus and nitrogen) per BMP using the RUSLE model.

- Water Quality Data Collection and Analysis

- **Task 1:** During the first six months of the project, a Sampling and Quality Assurance Plan (SQAP) will be developed by the City of Clayton and its partners, describing in detail the sampling and analytical protocols and quality assurance and quality control procedures that will be used during the project.

- **Task 2:** Collect water quality samples in adherence with the SQAP and analyze the samples for the following purposes: 1) To verify hot spot areas of non-point source fecal coliform pollution suspected to be attributable to failing septic systems; 2) to gather additional data as is deemed necessary to identify key areas of failing septic systems in key floodplain areas in the Stekoa watershed; and, 3) to demonstrate the effectiveness of septic system rehabilitation and agricultural BMPs in reducing non-point source fecal coliform pollution in Stekoa Creek, and its impaired tributaries named Scotts Creek, Saddle Gap Branch, and Chechero Creek.
- **Educational Outreach**
 - **Task 1:** Connect public education and outreach to all aspects of the Clayton/Rabun County Watershed Project. Education and outreach efforts will include: a) An initial statement to local media to announce all aspects of the 319(h) project, including a statement that monies will be available to assist landowners and homeowners in reducing fecal coliform pollution inputs in the Stekoa Creek watershed, and to implement agricultural BMPs; b) An educational kiosk and several educational signs at the Stekoa Creek stream bank and buffer zone restoration project site; c) Letters and a project map to local certified septic contractors in Rabun County, informing them that the 319 project could assist families with failing septic systems through cost share funds to rehabilitate the septic systems; d) Letters to residents relying on septic systems and living in and near critical areas of Stekoa Creek and its impaired tributaries' floodplains, containing information about the indicators of failing septic systems and 319 cost share funds for septic system rehabilitation; e) Letters and personal contact with landowners about the benefits of implementing agricultural BMPs and the availability of 319 cost share funds for BMP projects.

6. Roles and Responsibilities of Participating Organizations:

Organization	Responsibilities
City of Clayton	<ul style="list-style-type: none"> ▪ Approve contract work as necessary to execute the 319(h) grant work plan ▪ Execute grant contract with GAEPD ▪ Provide administrative support and contract management • Request payments from GAEPD • Transfer funds to appropriate contractor once payments have been received from GAEPD • Track all grant funds expended and all match values provided • Complete and submit semi-annual progress reports to GAEPD by Feb 28 and Aug 31 of each project year • Complete and submit close out report upon project completion
Chattooga Conservancy	<ul style="list-style-type: none"> ▪ Initiate, help execute, and oversee all aspects of the 319(h) grant work plan ▪ Serve as liaison between the city, project

	<ul style="list-style-type: none"> partners, and public ▪ Prepare and submit SQAP ▪ Conduct necessary monitoring activities ▪ Provide construction/project oversight ▪ Conduct educational outreach ▪ Prepare project update reports, semi-annual, and close out reports for submission by the City
GA EPD	<ul style="list-style-type: none"> ▪ Review and approve the State Quality Assurance Plan ▪ Review and approve all educational outreach products prior to dissemination ▪ Review and assist as needed with the 319 (h) grant protocols ▪ Provide project oversight and contract management
Ecological Solutions	<ul style="list-style-type: none"> ▪ Formulate the prescription and execute the stream bank stabilization and riparian area restoration project
Rabun County Health Department	<ul style="list-style-type: none"> ▪ Assist in inventorying the county's septic system records and assessing candidates for septic system rehabilitation ▪ Assist with permitting and approval aspects of septic system rehabilitation project
NRCS	<ul style="list-style-type: none"> ▪ Assist as needed in formulating and installing the agricultural BMP demonstration project

7. Specific Outputs:

Best Management Practices

- Structural and Non-Structural BMPs (as appropriate)
 - Description: Stream/Shoreline Protect (0580), Stream Channel Stability (0584), Channel Vegetation (0322), Waste Management Systems (0312), Fencing (0382), Well (0642).
 - Installation: A variety of BMPs per implementation site. At a minimum: one (1) streambank stabilization with revegetation; six (6) septic system repairs; and one (1) agricultural BMP demonstration.
 - Location: Chattooga River Watershed (HUC 0306010206).
 - Load Reductions: Load reduction estimates, based on modeling for all installed BMPs (RUSLE), will be submitted for nitrogen, phosphorus and sediment. Estimates of pathogen reductions will be provided, as data is available.
 - Wetlands Protected: N/A
 - Streambank Stabilized: Approximately 660 linear feet.
 - Riparian buffer zone habitat restored: Approximately 66,000 square feet.
 - BMPs will be properly installed and maintained and operated for a minimum of 5-10 years after completion.

Section 319(h) Grant funds and non-federal matching funds will not be used to meet any draft or final NPDES permits requirements for Animal Feeding Operations / Concentrated Animal Feeding Operations (AFO/CAFO).

Any eligible AFO that receives financial assistance pursuant to this grant will have and work towards implementing a Nutrient Management Plan, as resources become available.

The Section 319(h) grant will not fund the installation of incinerators within those counties in the State designated as non-attainment areas for air quality standards by the USEPA. Composting is the preferred practice for Section 319(h) Grant funding as a means of dead livestock disposal. (Appendix E)

All streambank stabilization activities will meet the Streambank and Shoreline Stabilization Guidance located on EPD's website: http://www.gaepd.org/Documents/techguide_wpb.html#es.

Grant funds may be used for Level One and Two practices. Level Three practices are discouraged and are not eligible for grant funding. Some use of riprap or armoring may be necessary, but should be used in conjunction with an integrated system and vegetation establishment. Check with 319(h) project staff if you have concerns about the eligibility of a proposed practice.

Water Quality Monitoring

Monitoring will be conducted within the watershed to assess improvements in fecal coliform, habitat and sediment levels. A Sampling and Quality Assurance Plan (SQAP) will be developed and submitted to GAEPD for review and approval.

Monitoring Program Elements:

- ✓ Biological
- ✓ Sediment

Monitoring Design:

- ✓ Upstream - Downstream
- ✓ Single Downstream

Products

- Written prescription for the stabilization work
- 660 linear feet of streambank stabilization in accordance with Levels 1 and 2 of the Georgia Department of Natural Resources' *Stream Bank and Shoreline Stabilization Guidance*
- 1,320 linear feet of riparian area restoration in accordance with Levels 1 and 2 of the Georgia Department of Natural Resources' *Stream Bank and Shoreline Stabilization Guidance*
- Photo documentation of the site before, during and after stabilization work
- Inventory of the Rabun County Health Department's record of septic systems, and organized geographically by watershed and sub-watershed in the Stekoa Creek basin
- Database portraying the septic system population located in the Stekoa Creek flood plain and in the flood plains of its major impaired tributaries portrayed in Geographic Information Systems software
- Documentation of septic repair and agricultural BMP outreach
- One (1) Sampling and Quality Assurance Plan (SQAP)

- Water Quality Sampling data
- One (1) statement to local media to announce all aspects of the 319 project
- One (1) educational kiosk and several educational signs at the Stekoa Creek stream bank and buffer zone restoration project site
- Documentation of outreach to local certified septic contractors in Rabun County
- A minimum of twelve (12) septic system BMPs
- A minimum of one (1) agricultural BMP demonstration

Semi-Annual Reports

Semi-annual progress reports (one hard copy and one electronic copy) will be submitted February 28th and August 31st for inclusion in the USEPA Grants Reporting and Tracking System. As appropriate, Load Reduction Estimates will be submitted with invoices for work completed.

Final Close-out Report

Two (2) hard copies and (1) electronic copy of the Final Close-out Report will be submitted to Georgia EPD for review and approval.

8. Measures of Success:

As a result of this project, approximately 660 linear feet of stream bank will be stabilized bank to reduce ongoing non-point erosion and sedimentation problems within the stream's 50-foot buffer zone, and 66,000 square feet of riparian buffer zone habitat will be restored by restoring a 50-foot native vegetation buffer zone along 1,320 linear feet of Stekoa Creek. These efforts are expected to result in a half-ton sediment load reduction per year. This project also aims to address fecal coliform impairments through a septic system inventory program that will result in GIS coverage of septic tank systems located in Stekoa Creek watershed flood plain areas and a minimum of twelve septic systems will be rehabilitated. At least one agricultural BMP demonstration will also be implemented to reduce fecal coliform levels. The reduction of fecal coliform levels will be quantified through the implementation of the Sampling and Quality Assurance Plan. This project will result in improved understanding of local water quality issues as well as of the actions being taken to improve water quality within the region, which will be measured through the dissemination of a minimum of 200 educational outreach items and the implementation of a media campaign.

9. Milestones:

Milestone	Starting Dates	Completion Dates
Execute contract with GAEPD	January 2010	January 2010
Submit monitoring plan with SQAP procedures to GAEPD and USEPA for review and approval	January 2010	February 2010
Develop written prescription for streambank stabilization work	January 2010	February 2010
Implement stream bank stabilization	February 2010	May 2010
Remove non-native vegetation and replace with native plants	January 2010	December 2010
Install educational kiosk at stabilization/restoration site	May 2010	May 2010
Install educational signage at public access route	September 2010	November 2010

along stabilization/restoration site		
Conduct inventory of Rabun County septic systems and create GIS overlay	February 2010	June 2010
Conduct septic system repair outreach	June 2010	June 2011
Implement 12 septic system repairs	June 2010	June 2012
Survey project area for agricultural BMPs	November 2009	April 2010
Conduct agricultural BMP outreach	March 2010	October 2010
Implement one agricultural BMP demonstration site	October 2010	October 2011
Collect and analyze water quality samples	June 2010	August 2012
Submit load reductions report per BMP reimbursement	May 2012	May 2012
Submit semi-annual reports for GRTS update (each February 28 th and August 31 st)	February 2010	August 2012
Submit final project close-out report to GAEPD and USEPA for review and approval	January 2013	January 2013

10. Project Location:

Project Area (See Attached Project Map)

The Chattooga River Watershed (HUC 0306010206) is located in the Savannah River Basin (HUC 03060102).

Watershed or Project Size (acres)

The Stekoa Creek watershed is approximately 26,013 acres.

Land Uses Within the Watershed or Project Area (percentages)

Agricultural	40%
Commercial Forestry	n/a
Urban/Residential	20%
Mining/Extraction	n/a
Forests/Natural Areas	40%
Water/Wetlands	n/a
Other	n/a
TOTAL	100%

8-Digit Hydrological Unity Code and Watershed Name

Tugaloo River (HUC 03060102)

County or Counties

Rabun County

11. Pollutants to be Addressed:

Sediment (Primary)
Fecal Coliform (Primary)
Nutrients (Secondary)

12. Impaired Waters:

Waterbody (Miles/Acreage)	Location (County)	Criterion Violated	Has a TMDL been developed for this segment?	Is the project implementing actions	
				To address the criterion violated?	To alleviate the criterion violated (to delist or restore)?
Stekoa Creek (14 miles)	Rabun County	Fecal Coliform/Biota	Yes	Yes	No
Scotts Creek (4 miles)	Rabun County	Biota	No	Yes	No
Chechero Creek (7 miles)	Rabun County	Biota	Yes	Yes	No
Saddle Gap Branch (7 miles)	Rabun County	Biota	Yes	Yes	No

13. Planning Activities:

A) Total Maximum Daily Load Implementation Plans

Is the project proposal developing a new or revising an existing TMDL Implementation Plan?

Yes ___ No X

Is the project proposal implementing a TMDL Implementation Plan?

Yes X No ___

Stekoa Creek Implementation Plan_FCB HUC 03060102

B) Watershed Management Plans:

Is the project proposal developing a new or revising an existing Watershed Management Plan?

Yes ___ No X

Is the project proposal implementing a Watershed Management Plan?

Yes X No ___

14. Major Nonpoint Source Pollution Categories and Subcategories:

Category	Subcategory
Hydromodification	<ul style="list-style-type: none"> Channel Erosion/Incision Removal of Riparian Vegetation Streambank Modification/Destabilization
Land Disposal/Storage/Treatment	<ul style="list-style-type: none"> On-site/Decentralized Wastewater Treatment
Agriculture	<ul style="list-style-type: none"> Grazing-Related Sources

15. Nonpoint Source Pollution Activities:

Category	Activity
Restoration/Protection/Prevention	<ul style="list-style-type: none">▪ BMP Design/Implementation Activities▪ Vegetation Management/Revegetation▪ Streambank Stabilization
Education/Information Activities	<ul style="list-style-type: none">▪ Local (Specific Target) Education/Information Activities
Technical Assistance	<ul style="list-style-type: none">▪ Technical Assistance to State/Local Government
Water Quality Assessment/Monitoring	<ul style="list-style-type: none">▪ Water Quality Trend Assessment▪ BMP Effectiveness Monitoring

16. Best Management Practices to be Implemented:

Stream/Shoreline Protect (0580)
Stream Channel Stability (0584)
Channel Vegetation (0322)
Waste Management Systems (0312)
Fencing (0382)
Well (0642)

17. Project Budget:

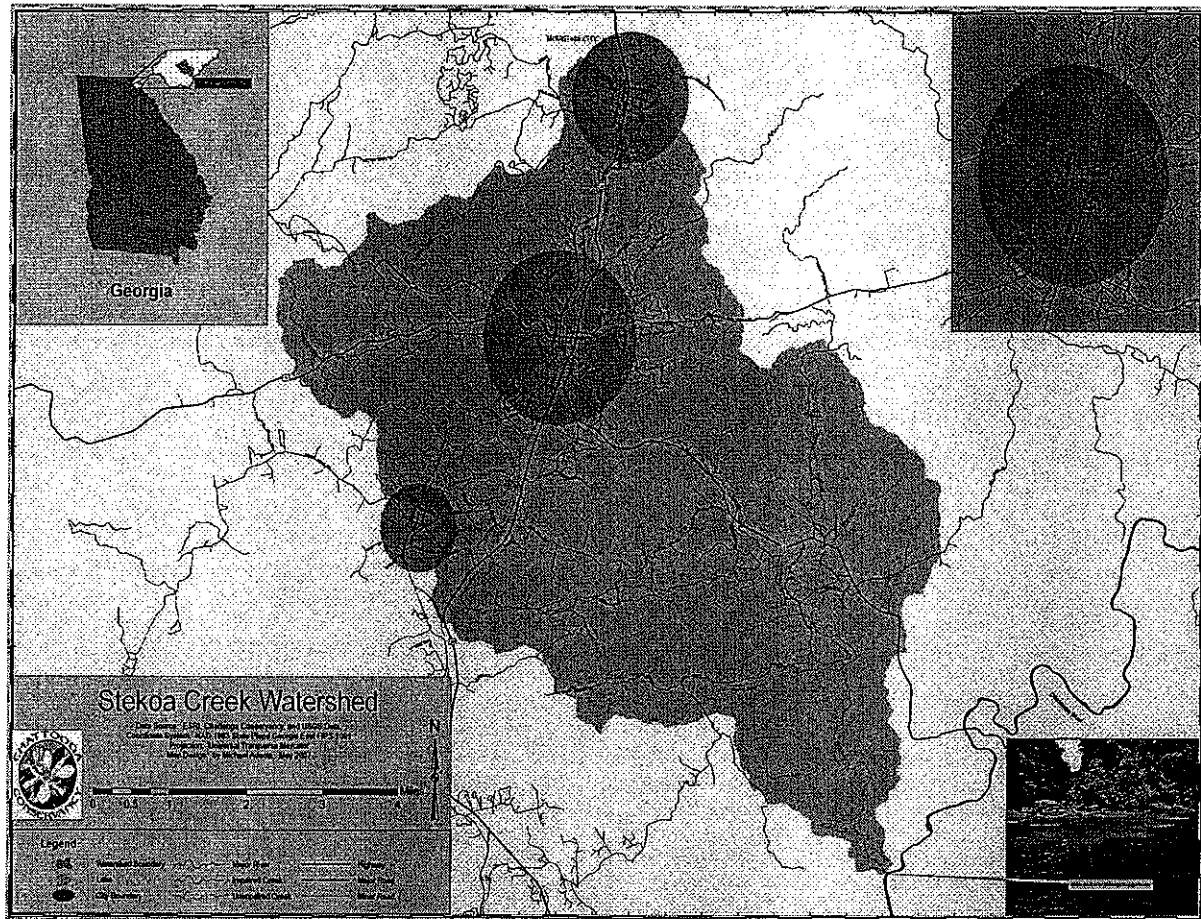
Item	Objective Class Category	Federal Funds	Non-Federal Funds	Total
A	<u>Personnel:</u>			
	Clayton City Manager (.05 FTE) x \$45,000 x 3 yrs.		\$6,750	\$6,750
	Clayton City Clerk (.01 FTE) x \$33,000 x 3 yrs.		\$990	\$990
B	<u>Fringe Benefits:</u>			
C	<u>Travel:</u>			
	8,000 mi. @ \$.55/mi for water sampling and delivery to lab, and site visits by contractors	\$4,400		\$4,400
D	<u>Equipment:</u>			
E	<u>Materials and Supplies:</u>			
	Kiosk	\$3,000		\$3,000
	Office supplies	\$1,500		\$1,500
	Signs (20)	\$3,000		\$3,000
	Mailings (2000 pieces)	\$1,650		\$1,650
F	<u>Contractual</u>			
	Septic system rehabilitation 12 @ \$3,250	\$39,000		\$39,000
	Riparian area restoration and stream bank stabilization	\$20,000		\$20,000
	Kiosk (labor)	\$3,000		\$3,000
	Septic system inventory	\$20,450		\$20,450
	GIS of septic system inventory	\$11,500		\$11,500
	Agricultural BMP demonstration site (1)	\$15,000		\$15,000
	Water quality monitoring (lab fees)	\$15,000		\$15,000
	319(h) project oversight & implementation Chattooga Conservancy	\$30,000	\$10,000	\$40,000
G	<u>Construction¹:</u>	N/A	N/A	N/A
H	<u>Other:</u>			
	Mailing fees	\$1,500		\$1,500
	Telephone	\$3,000		\$3,000
	Publications (printing expense)	\$8,000		\$8,000
	Land donation for stream bank stabilization and riparian zone restoration		\$102,260	\$102,260
I	Total Direct Charges: (Sum of A-H)	\$180,000	\$120,000	\$300,000
J	Indirect Charges:	-0-	-0-	-0-
K	Total: (Sum of I and J)	\$180,000	\$120,000	\$300,000

1. This object class category does not apply to Section 319(h) Grants.

18. Draw Down Schedule:

Project Timeline	Federal Dollars	Match Dollars	Remaining Federal	Remaining Match
1 st Quarter (January – March 2010)	\$15,000	\$10,000	\$165,000	\$110,000
2 nd Quarter (April – June 2010)	\$15,000	\$10,000	\$150,000	\$100,000
3 rd Quarter (July – September 2010)	\$15,000	\$10,000	\$135,000	\$90,000
4 th Quarter (October – December 2010)	\$15,000	\$10,000	\$120,000	\$80,000
5 th Quarter (January – March 2011)	\$15,000	\$10,000	\$105,000	\$70,000
6 th Quarter (April – June 2011)	\$15,000	\$10,000	\$90,000	\$60,000
7 th Quarter (July – September 2011)	\$15,000	\$10,000	\$75,000	\$50,000
8 th Quarter (October – December 2011)	\$15,000	\$10,000	\$60,000	\$40,000
9 th Quarter (January – March 2012)	\$15,000	\$10,000	\$45,000	\$30,000
10 th Quarter (April – June 2012)	\$15,000	\$10,000	\$30,000	\$20,000
11 th Quarter (July – September 2012)	\$15,000	\$10,000	\$15,000	\$10,000
12 th Quarter (October – December 2012)	\$15,000	\$10,000	\$0	\$0

19. Project Map



APPENDIX B
METHOD OF PAYMENT
City of Clayton – Clayton/Rabun County Watershed Project

Section 319(h) FY 08 Grant, Element 06

Payments will be made (totaling \$180,000.00) upon receipt of an invoice(s) from the Contractor specifying the work completed in accordance with the Scope of Services (Appendix A). Payment is also contingent upon the Contractor submitting semi-annual reports (February and August) covering required outputs, budget, including in-kind match, and milestones in accordance with the Scope of Services (Appendix A). The total amount paid for all services shall not exceed \$180,000.00. As much as \$18,000.00 will be retained and reimbursed as a final payment upon receipt of the final report (2 copies required). The final report must follow U. S. Environmental Protection Agency format ("Project Close Out Procedures, Section 319 Grant Projects, Region IV, Watershed Unit, April 28, 1993") and will include a title page, project summary, documentation of outputs, equipment purchased, project budget, and any special conditions.

A statement of project costs and complete documentation of expenditures for the billing period and/or a demonstration of need will be submitted with each invoice. All payments to Contractor are contingent upon satisfactory completion of all required services and deliverables in accordance with the provisions of this Agreement.