

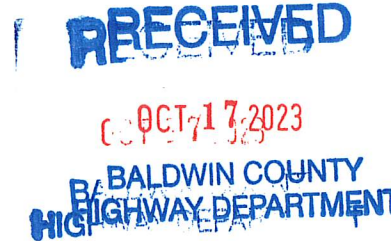


Alabama Department of Environmental Management
adem.alabama.gov

1400 Coliseum Blvd. 36110-2400 ■ Post Office Box 301463
Montgomery, Alabama 36130-1463
(334) 271-7700 ■ FAX (334) 271-7950

October 2, 2023

Mr. Charles F. Gruber
Chairman
Baldwin County Commission
PO Box 220
Silverhill, Alabama 36576



**Re: American Recovery Plan Act (ARPA) Drinking Water/Wastewater Project Agreement
Baldwin County Commission**

Dear Mr. Gruber:

Pursuant to Alabama Acts 2022-1 and/or 2023-1, the Alabama Department of Environmental Management (ADEM) is pleased to offer you a grant in the amount of \$300,000.00 for the Baldwin County Commission ARPA Stormwater Project. The Baldwin County Commission proposes to replace the stormwater crossdrain and/or culvert.

Please keep in mind the following items and deadlines within the attached Agreement:

- The project funds must be obligated by December 31, 2024. Funds are obligated when a contract is in place to perform the work listed in the project scope. You must certify in writing to the Department the total of all project funds obligated for allowable costs as of December 31, 2024, and the amount of project funds that have not been obligated as of that date. Any unobligated amounts after December 31, 2024, shall be returned to ADEM.
- Any obligated project funds must be expended by December 31, 2026. Any funds not expended after that date, shall, without notice or action by ADEM, be deemed withdrawn from the grant made under this Agreement.
- Reimbursement of expenditures will be limited to and in accordance with the project budget submitted by the Baldwin County Commission and may be found in Attachment B of this agreement. No changes may be made to the scope of the project without written approval from ADEM.



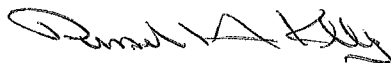
The Department will approve disbursement for incurred eligible costs upon presentation of a valid request for payment with supporting invoices. Requests for disbursements are limited to no more than one per month. Upon receipt by ADEM of the signed agreement, a payment request form along with additional instructions will be sent to you to allow for request of reimbursement of funds.

Please sign the attached agreement at the indicated spots, make a copy for yourself and return the original document to ADEM at the following address:

Attention: Eric Reidy
Permits and Services Division
Alabama Department of Environmental Management
Post Office Box 301463
Montgomery, Alabama 36130-1463

Please note that the agreement must include a live signature and be returned by mail. Copies or electronic signatures will not be accepted and may delay reimbursement of funds. If you have any questions, please do not hesitate to contact Mr. Eric Reidy at (334)-271-7805 or eric.reidy@adem.alabama.gov.

Sincerely,



Russell A. Kelly, P.E., Chief
Permits and Services Division

Cc: Bill Lott, ADEM
Brian Espy, ADEM
Eric Reidy, ADEM
Frank Lundy, P.E., Baldwin County Commission

**American Recovery Plan Act (ARPA)
Drinking Water / Wastewater Project Agreement**

Recipient: Baldwin County Commission

AL Buys / STAARS Vendor Number: [REDACTED]

Responsible Person: Charles F. Gruber, Chairman
Baldwin County Commission

Address: PO Box 220
Silverhill, Alabama 36576

Telephone: 251-937-0371

Contact Person: Frank Lundy, P.E., County Engineer
Baldwin County Commission

Address: PO Box 220
Silverhill, Alabama 36576

Telephone: 251-937-0371

Reimbursements should be made payable to:
Baldwin County Commission
Attention: Frank Lundy, P.E.

Reimbursements mailed to this address:
312 Courthouse Sq, Suite 11 Bay Minette Alabama 36507

Project Period: Septemeber 1, 2023 to December 31, 2026
Amount Awarded: \$ 300,000.00

The Alabama Department of Environmental Management ("ADEM") will administer the grant programs to support water and sewer infrastructure projects as outlined in Alabama Acts 2022-1 and/or 2023-1 and as described in this Agreement (the "Agreement"). The Project is described in more detail in Attachment A which is incorporated into this Agreement by reference. The parties acknowledge and agree that the Project Funds may be used in conjunction with other federal or state funding sources; if such is allowed by the Final Rule (Final Rule published in the January 27, 2022, Federal Register, at 87 Fed. Reg. 4338) and any other governing law or rules applicable to the use of Funds. ADEM will be the administrative agency responsible for the implementation and for the distribution of said Funds to be distributed to and for the benefit of all Alabama qualifying public water and sewer systems for the purpose of improving access to drinking water and sewer

infrastructure projects and the economic impact thereof. The Funds must be used in accordance with the American Recovery Plan Act (hereinafter defined), the Final Rule, Alabama Acts 2022-1 and/or 2023-1, any other governing laws, rules or regulations and all applicable policies and procedures for the purposes described in this Agreement. The Project Funds must be obligated by December 31, 2024 and expended by December 31, 2026. The Recipient shall certify in writing to ADEM the total of all Project Funds obligated for Allowable Costs (hereinafter defined) for qualifying projects as of December 31, 2024, and the amount of Project Funds that have not been so obligated and, further, the Recipient shall immediately return any such unobligated amount to ADEM. Any Project Funds not spent after December 31, 2026, shall, without notice or action by ADEM, be deemed withdrawn from the grant made under this Agreement and shall be returned by the Recipient to the U.S Department of Treasury or as otherwise required by Federal Law.

The Recipient needs to be aware that if this Project is not projected to meet the statutory deadlines, the unused funds will be redirected to critical need projects that meet the deadlines. By **June 1, 2024**, this Project should have completed the bid process and/or have a construction completion schedule meeting the statutory requirements. By **June 1, 2026**, this Project should demonstrate the ability to complete construction within the statutory requirements.

A maximum of \$ 300,000.00 inclusive of all costs will be granted for this Project to the Baldwin County Commission (hereinafter referred to as the Recipient) by ADEM (hereinafter referred to as ADEM). Reimbursement of expenditures will be limited to and in accordance with the project budget submitted by the Recipient and may be found as Attachment B of this Agreement.

DEFINITIONS:

For the purpose of this agreement;

"**ADEM**" means Alabama Department of Environmental Management, an agency of the State of Alabama created pursuant to Chapter 22A of the Title 22 of the Code of Alabama, 1975.

"**Allowable Costs**" means such costs that are eligible to be paid with proceeds of this Grant, and such costs are defined in the ADEM regulations.

"**American Rescue Plan Act of 2021**" (ARPA) Public Law No. 117-2, 135 Stat. 4.

"**Disbursement**" means any payment out of Project Funds to or on behalf of the Recipient.

"**Grant**" is this signed agreement between the Alabama Department of Environmental Management and the Baldwin County Commission.

"**Grant Amount**" means the sum of three hundred thousand dollars (300,000.00).

"Grant Application" means, collectively, the application and supporting documents submitted by the Baldwin County Commission to ADEM on July 28, 2023.

"Project" means the Baldwin County Commission ARPA Stormwater Project as described below and more fully described in Attachment A hereto.

"Project Fund" means the fund established by ADEM into which the Grant Amount will be deposited and from which the ADEM will make Disbursements to or on behalf of the Recipient.

"Project Funds" means the amount deposited into the Project Fund for Disbursement to or on behalf of the Recipient.

"Recipient" means the Baldwin County Commission, a domestic non-profit corporation under the laws of the State of Alabama.

GENERAL REQUIREMENTS

The Recipient is responsible for completion of the activities in the Grant Application that was submitted by the Recipient, except as modified and superseded by this Agreement.

GENERAL PROJECT SUMMARY

The Baldwin County Commission proposes to replace the stormwater crossdrain and/or culvert.

BUDGET AND EXPENDITURES

The approved Project budget and maximum reimbursable expenditures is further detailed in Attachment B of this Agreement. Any exceptions must be attached to this Agreement as an amendment which has been signed by ADEM and Recipient. The approved budget is further categorized as follows:

Itemized Budget

Item	Total price
Stormwater Project	\$ 300,000.00
Minimum Match Required	\$ 105,000.00
TOTAL	\$ 405,000.00

REIMBURSEMENT

To receive reimbursement, the Recipient shall submit records, to include bid documents, receipts and invoices, to ADEM. All reimbursement requests shall be signed by the responsible official as indicated on page 1 unless otherwise specified herein. Reimbursement for any purchases or agreement to purchase made prior to the effective date of this Agreement without prior written approval may be determined to be ineligible for reimbursement in the sole discretion of ADEM. All requests for reimbursement must be made within forty-five (45) days from the end of the term of this Agreement. ADEM, at its sole discretion, may request additional justification or documentation relating to any request for reimbursement or other payment of Funds to the Recipient.

REVENUE DISBURSEMENT

ADEM shall make disbursements or authorize disbursements to be made to or on behalf of the Recipient only against incurred Allowable Costs (hereinafter defined) for the Project to the extent of the amount granted under this Agreement. The Recipient understands, acknowledges and agrees that in certain instances funds may be deemed unpayable upon certain events as described in this Agreement.

- (a) For the purposes of making requests for Disbursements and representing the Recipient in all administrative matters pertaining to administration of this Agreement, the Recipient shall designate a single officer or employee as the responsible person. All reimbursement requests shall be signed by the responsible official as indicated on page 1 unless otherwise specified herein. A request to change the responsible person shall be designated in writing by the Recipient before it may request additional disbursements, and shall be subject to approval by ADEM.
- (b) Requests for Disbursements may be made only after the Recipient has incurred the costs for which the Disbursements is requested.
- (c) Request for Disbursements shall be made on the forms approved by ADEM unless ADEM otherwise directs, and shall be accompanied by such invoices and other proofs as ADEM may reasonably require.
- (d) Requests for Disbursements shall be as needed under the Recipient's program draw budget, but limited to no more than one per month.
- (e) Unused funds will be withdrawn if the following deadlines are not met; by **June 1, 2024**, this Project should have completed the bid process and/or have a construction completion schedule meeting the statutory requirements. By **June 1, 2026**, this Project should demonstrate the ability to complete construction within the statutory requirements.

ALLOWABLE COSTS

Expenditures shall be limited to the costs permitted for use of ARPA funds per federal guidelines and ADEM state revolving fund program guidelines ("Allowable Costs"). The Recipient shall not be entitled to any Funds in excess of actual Allowable Costs for the Project.

RETENTION OF DOCUMENTS

ADEM personnel will monitor the implementation and timeline of activities covered under this Agreement. All documents related to this Agreement including bids, requests for proposals, invoices, contractual agreements, reports, approvals and correspondence with ADEM associated with this Agreement must be kept updated and readily accessible to ADEM staff for at least five (5) years from the execution of the grant agreement and as otherwise required herein. Copies of invoices shall also be submitted to ADEM prior to reimbursement.

FAILURE TO COMPLY

ADEM may terminate the grant herein provided, in whole or in part, and demand refund of Project Funds when there is substantial non-compliance with the terms of the award or this Agreement, a determination is made by ADEM that the Grant was obtained by fraudulent means, ADEM has found that Project Funds have been used for costs other than Allowable Costs for the Project, or a determination is made by ADEM that gross abuse or corrupt practices have been used in the administration of the Project by the Recipient. ADEM shall give written notice to the Recipient (via certified mail, return receipt requested) of its intent to terminate any portion of the grant of Funds herein made, in whole or in part, at least 30 days prior to the intended date of termination. ADEM shall afford the Recipient an opportunity, within a timeframe determined by ADEM, for consultation with ADEM prior to the effective date of such termination. After such opportunity for consultation, ADEM may, in writing (via certified mail, return receipt requested) elect to terminate the grant of Project Funds hereunder in whole or in part, in which case the Recipient shall be obligated to return any such Project Funds previously paid to Recipient. Such action may also result in ADEM declaring the Recipient ineligible for further participation in the program until the Recipient complies with the terms of the Agreement.

AMENDMENTS

Any amendments or modifications to this Agreement must be submitted in writing by the listed responsible person and be approved by ADEM in writing before becoming effective. All amendments shall be signed by both parties and shall be as if incorporated herein.

MISCELLANEOUS PROVISIONS

- A. The terms and commitments contained herein shall not constitute a debt of the State of Alabama, which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.
- B. By signing this agreement, the parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
- C. In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail, and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.
- D. In order to comply with federal requirements relating to the administration of grants and other federal assistance funds, Alabama Department of Finance (DOF) provides the following information to ADEM: this award is provided to ADEM through a grant to the State of Alabama in the amount of \$2,120,279,417 from the U.S. Treasury via Section 602 of the Social Security Act (42 U.S.C. 301 et seq.), known as the American Rescue Plan Act ("ARPA"), as created by Section 9901 of the ARPA, Pub. L. No. 117-2 (March 11, 2021) under Federal Award Identification Number SLFRP2635 Coronavirus State and Local Fiscal Recovery Fund (FRF) for the period March 3, 2021 to December 31, 2024, CFDA number 21.027. This award is provided in accordance with the requirements set forth in the ARPA and other applicable federal and state law and policy, and Recipient affirms that all information it has provided to DOF relating to this subaward is true and accurate. This award does not include research and development. The parties acknowledge and understand that each subrecipient of FRF funds will be evaluated in accordance with Code of Federal Regulations 200-331(b) for risk of noncompliance with federal statutes, regulations, and the terms and conditions of the award. Further, each recipient and subrecipient's activities will be monitored as necessary to ensure that the award is used for authorized purposes, in compliance with law, and that performance goals are achieved. Other monitoring tools may be implemented depending on the level of risk posed by the subrecipient.

- E. Notwithstanding any other provision of this Agreement, the Parties acknowledge and agree that they are responsible for complying with all federal requirements applicable to this award, including the Single Audit Act and Code of Federal Regulations, Title 2, Part 200, subpart F regarding audit requirements.
- F. The parties acknowledge and agree that any subrecipient, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement.
- G. No officer, member or employee of ADEM, no members of the Environmental Management Commission, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.
- H. The Recipient shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of ADEM.
- I. Any reports, information, data, etc., given to or prepared or assembled by the Recipient under this Agreement which ADEM requests to be kept as confidential shall not be made available to any individual or organization by the Recipient without the prior written approval of ADEM, unless such confidentiality would be contrary to the law of the State of Alabama or the United States.
- J. No member of or delegate to the Congress of the United States of America, and no resident commissioner, shall be admitted to any share or part hereof or to any benefit to arise herefrom.
- K. The Recipient agrees to abide by the State of Alabama requirements for audits and access of records. The Recipient agrees that the Director of ADEM or any of his/her duly authorized representatives, and the Chief Examiner of the Department of Examiners of Public Accounts and any of his/her duly authorized representatives shall, until the expiration of five (5) years from the date of submission of the final report, have access to and the right to audit, examine, and make excerpts or transcripts from any directly pertinent books, documents, papers, and records of the Recipient involving this Agreement. The Recipient agrees to provide access to any or all documents, papers,

records and directly pertinent books of the Recipient involving transaction related to this Agreement upon written request from ADEM.

- L. The Recipient is responsible for reporting and making payment of any applicable federal and state taxes which may be due as a result of payments received pursuant to this Agreement.
- M. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP2635 awarded to the State of Alabama by the U.S. Department of the Treasury."
- O. The recipient must construct a project sign that meets the following requirements:
 - (a) Sign is to be constructed of ½" MDO plywood or similar material, 4' x 8'.
 - (b) Paint with two (2) coats of enamel paint (or equivalent) prior to lettering.
 - (c) Background color white, lettering black.
 - (d) Lettering may be painted or vinyl. All lettering sizes to be proportionate to sign layout.
 - (e) Sign shall be attached to 4" x 4" x 8' treated posts.
 - (f) Sign shall be placed in prominent location near the project area, easily readable from existing street or roadway.
 - (g) Sign shall be maintained in good condition until completion of project.
 - (h) Sign shall follow the format below and include the following information only:



STATE OF ALABAMA
Honorable (Name), Governor



ALABAMA AMERICAN RECOVERY PLAN ACT (ARPA)
DRINKING WATER / WASTEWATER PROJECT INFRASTRUCTURE PROJECT

(NAME OF OWNER)
(NAME OF PROJECT)

\$(amount) ARPA Funds
\$(amount) State Revolving Fund Loan (if applicable)

(NAME OF CONTRACTOR) • CONTRACTOR
(NAME OF ENGINEER) • CONSULTING ENGINEER

ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
U.S. ENVIRONMENTAL PROTECTION AGENCY

Baldwin County Commission

By: _____

Charles F. Gruber

Chairman

Date Signed

ALABAMA DEPARTMENT OF
ENVIRONMENTAL MANAGEMENT

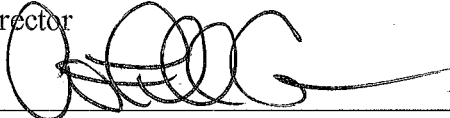
By: _____

Lance R. LeFleur

Director

10.11.2023

Date Signed



As to Legal Form

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on this
the 11 day of October, 2023.

Laura Cranage
Exp 1.7.2026

ATTACHMENT A: APPROVED PRELIMINARY ENGINEERING REPORT

RESOLUTION NO. 2023-167

County of Baldwin)

State of Alabama)

WHEREAS, the County Commission of Baldwin County, Alabama (the "Commission") is desirous of constructing or improving, by force account, by contract or both, stormwater management solutions on sections of roads included in the Baldwin County Road System and described as follows:

Crossdrain Replacement on County Road 68, 1900 feet east of County Road 65.

WHEREAS, Alabama Act No. 2023-1 allocated a portion of the State's American Rescue Plan Coronavirus State and Local Fiscal Recovery Funds to be provided as state-wide matching grants for investments in water and sewer projects eligible under 31 CFR 35.6.(e)(1)(i), (ii), (iii), and (v), to include stormwater projects; and

WHEREAS, the Alabama Department of Environmental Management ("ADEM") is charged with the administration of the award of these funds to counties and other eligible entities; and

WHEREAS, ADEM has announced the availability of these funds for matching grants of up to \$300,000.00 per Alabama county to implement eligible stormwater projects; and

WHEREAS, the County intends to apply to ADEM for matching grant funding in the amount of \$300,000.00 for the construction of the above-referenced stormwater project; and

WHEREAS, the County wishes to commit sufficient funds and/or other resources to satisfy the thirty-five percent required local match for this grant funding.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION as follows:

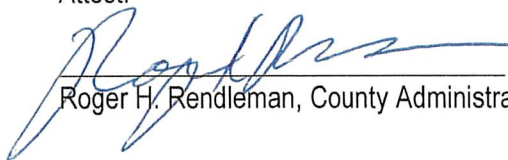
1. The Commission hereby authorizes the submission of the grant application described herein and agrees to all of the provisions of any agreement which has been executed or will be executed covering the construction of the project and the award of grant funds by ADEM for the project.
2. The Commission further allocates and authorizes the use of up to \$162,000 of its own funds and/or other resources to be used for the construction of the project.

IN WITNESS WHEREOF, the Baldwin County Commission has caused this Resolution to be executed in its name and on its behalf by its Chair on the 15th day of August 2023.

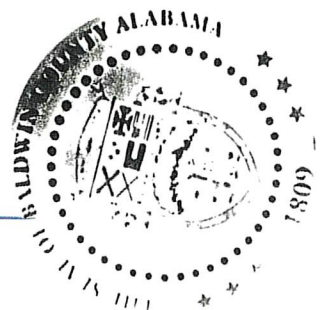


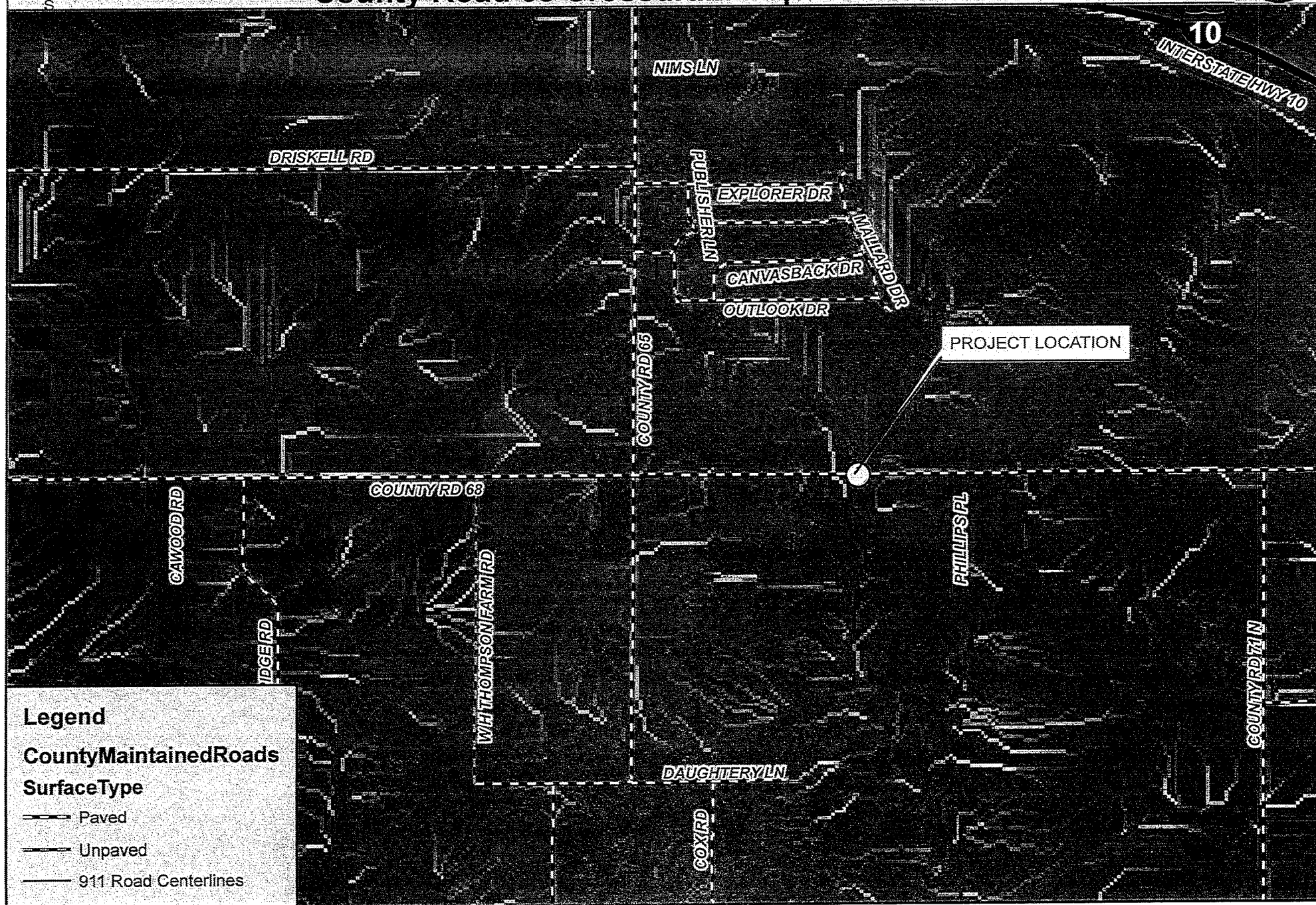
Charles F. Gruber, Chairman

Attest:



Roger H. Rendleman, County Administrator

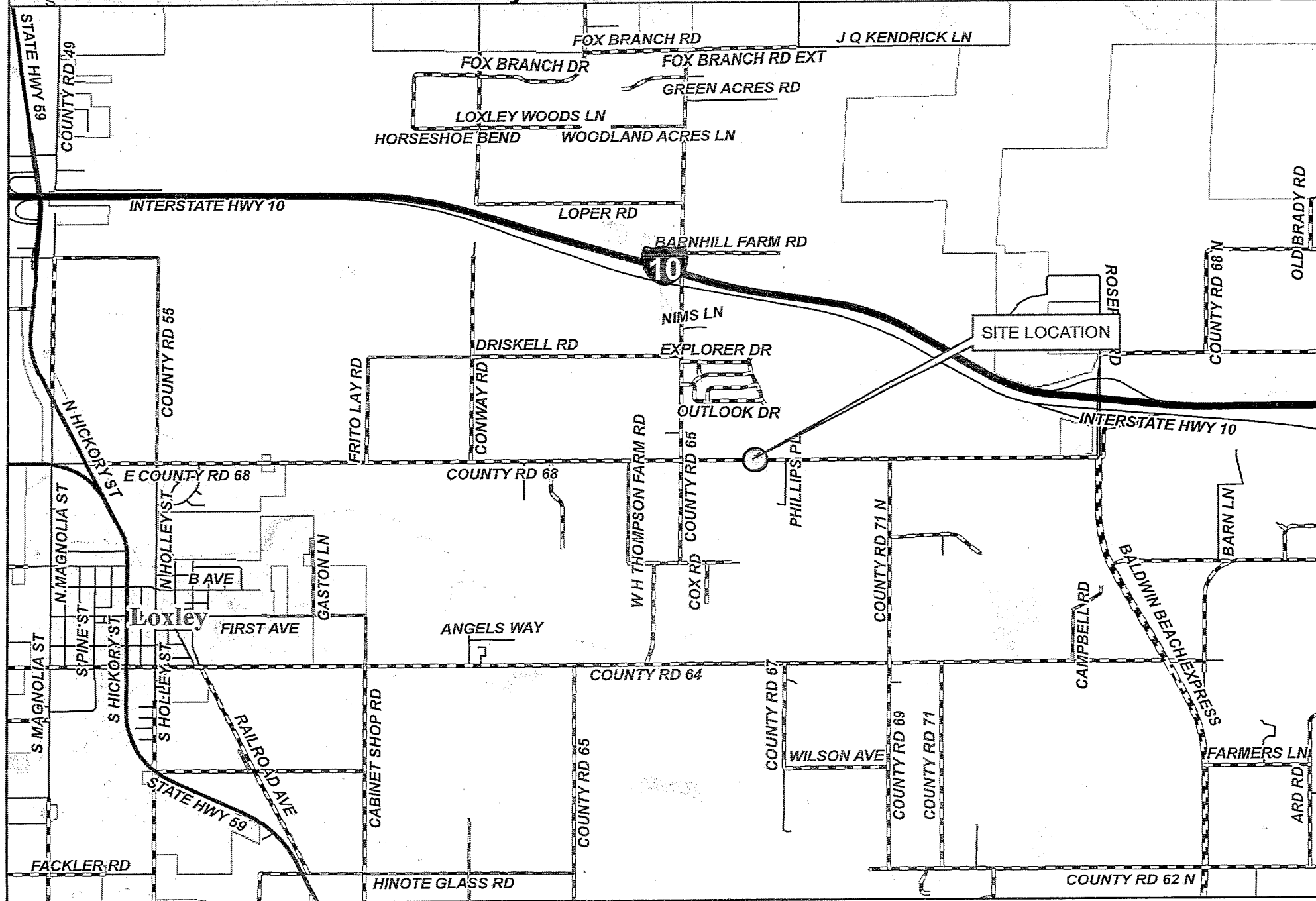




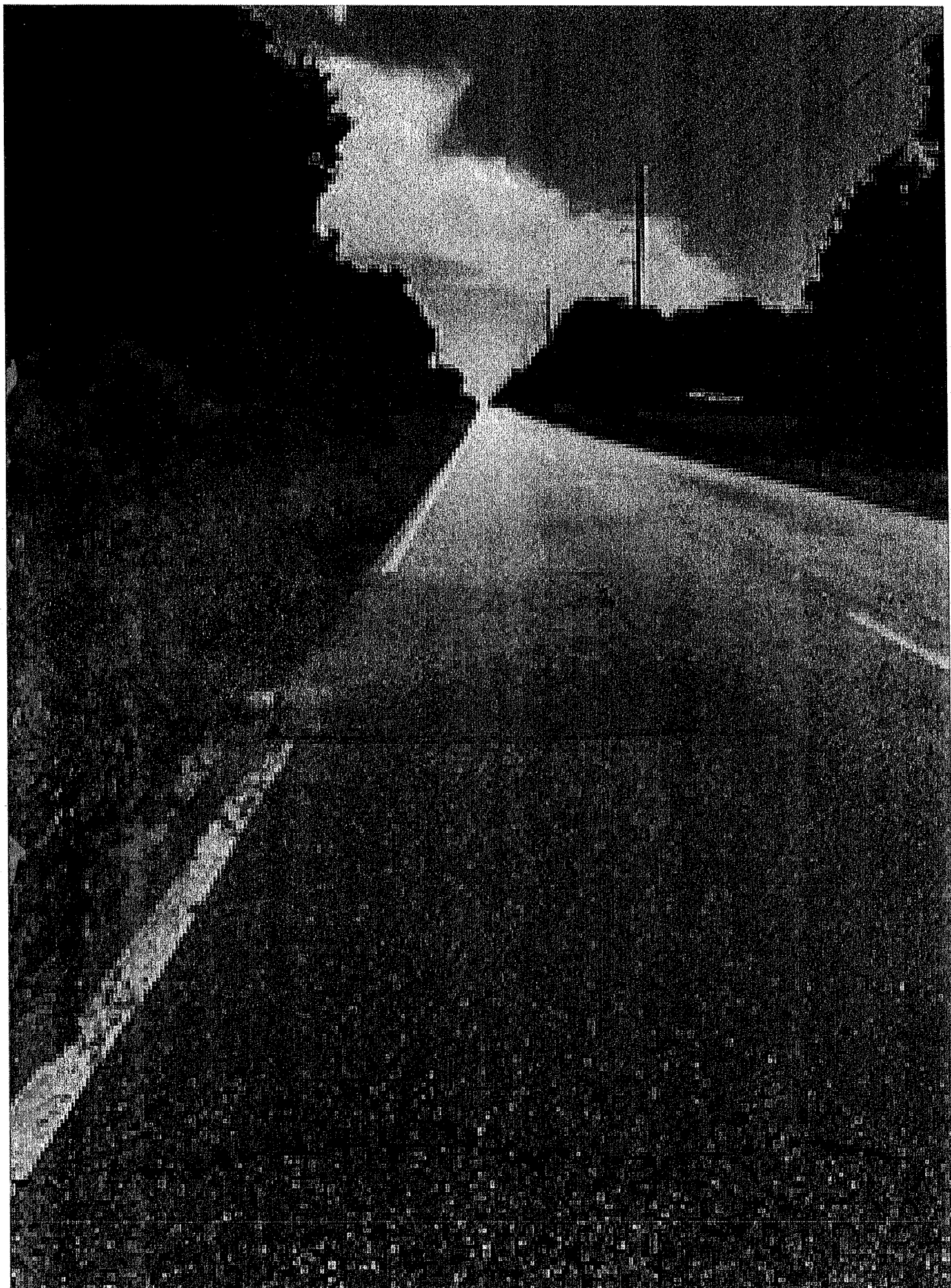


Baldwin County Highway Department

County Road 68 Crossdrain







ATTACHMENT B: PROJECT BUDGET



Form 340: Clean Water State Revolving Fund Preapplication

Project Name	ARPA Stormwater Crossdrain Replacement- County Road 68
Assistance Amount Requested	\$ 300,000
Date Submitted	07/28/23



Submit Complete Preapplication to:	
Preferred method By email:	rebuild@alabamacounties.org
By overnight mail:	2 N Jackson St Montgomery, Alabama 36104 (334) 263-7594
By mail:	Association of County Commissions of Alabama Post Office Box 5040 Montgomery, Alabama 36103-5040

Section 1: Contact Information

Loan Applicant

Applicant Name	BALDWIN COUNTY COMMISSION		
Authorized Representative (Signatory of Loan Agreement)	Charles F. Gruber	Title of Authorized Representative	Chairman
Email Address		Telephone Number	251-937-0371
Contact Person (Daily SRF Communications)	Frank Lundy, P.E.	Title of Contact Person	County Engineer
Email Address	FLundy@baldwincountyal.gov	Telephone Number	251-937-0371
Mailing Address	P.O. Box 220	City, Zip Code	Silverhill, AL 36576
County	Baldwin	UEI Number	
Fax Number	251-937-0201	PWSID Number	-
AL House District(s)	1	AL Senate District(s)	32
NPDES Permit Number of Facility (if applicable)	N/A	Population of System	246,435
Names and 12-digit HUC Codes of Watersheds Impacted	Upper Blackwater River HUC:031401060602		

Project Engineer:

Firm Name	BALDWIN COUNTY HIGHWAY DEPARTMENT
Address	PO Box 220
City, State, Zip code	Silverhill, AL 36576
Engineer Name	Seth Peterson
Telephone Number	251-937-0371
Email Address	speterson@baldwincountyal.gov
Fax Number	251-937-0201

Section 2: Project Information

For the following questions, please attach additional pages if adequate space is not provided on this form:

1. List all other funding sources to be utilized to complete this project.

Other Funding Source(s)	Amount(s)	Commitment Date
County Match	\$162,000	10/01/2023

2. Provide demographic information about the affected community

Community is defined as the township or county that best represents the system. Please identify what community is being used.

Median Household Income	63,866	Source/Date:	Census Bureau /2021
Unemployment Rate	1.8%	Source/Date:	AL Dept of Labor/3.23
Population Trend Over 10 Years (+%)	27.2%	Source/Date:	Census Bureau /2020
Community	Baldwin County		

Priority Ranking System

The following factors are used to rank the proposed project, and will ultimately determine if it falls in the fundable portion of the priority list. The applicant must provide documentation where required in order to receive credit.

*Any ranking criteria that cannot be verified through supporting documentation by the Department will be awarded zero points.

A. Enforcement and Compliance Rating Criteria (Maximum: 50 points) *

	Ranking Criteria	Point Value
1	Facility is under formal enforcement action by ADEM and is currently in significant non-compliance. The project will bring the facility into compliance. (A copy of the enforcement order must be attached)	50 <input type="checkbox"/>
2	Project is a voluntary effort to resolve violations and will mitigate the issuance of a formal enforcement action.	40 <input type="checkbox"/>
3	The facility is currently in compliance with permit limits, but will fall out of compliance without the proposed project.	25 <input type="checkbox"/>

B. Water Quality Improvement Criteria (Maximum: 135 points) *

Ranking Criteria		Point Value
1	Project will significantly address water quality standards in a water body that: a) Has an approved TMDL b) Is subject to a draft TMDL, dated 0-2 years from present c) Is subject to a draft TMDL, dated 3-5 years from present d) Is subject to a draft TMDL, dated 6-10 years from present	25 <input type="checkbox"/> 15 <input type="checkbox"/> 10 <input type="checkbox"/> 5 <input type="checkbox"/>
2	Project will implement TMDL(s) for: a) Pathogens (i.e., fecal coliform/E. coli) b) Mercury c) Nutrients (i.e., phosphorous, nitrogen) d) Organic Enrichment/Dissolved Oxygen e) Ammonia (toxicity) f) Siltation (sediment)	5 <input type="checkbox"/> 15 <input type="checkbox"/> 10 <input type="checkbox"/> 5 <input type="checkbox"/> 5 <input type="checkbox"/> 15 <input type="checkbox"/>
3	a) Project will benefit a Category 5 or Category 4 listed water body. a) Project takes place in an EPA-identified priority watershed and reduces/eliminates one or more sources of impairments (point and nonpoint source). b) Project will improve water quality in an Outstanding Alabama Water (OAW). c) Project will improve water quality in an Outstanding National Resource Water (ONRW).	5 <input type="checkbox"/> 5 <input type="checkbox"/> 5 <input type="checkbox"/> 5 <input type="checkbox"/>
4	Project will upgrade or replace existing failing or inadequate decentralized wastewater treatment systems, or construct septage treatment facilities that are crucial to the proper operation of decentralized wastewater treatment systems.	10 <input type="checkbox"/>
5	Project will protect a public drinking water source from contamination that will negatively impact public health.	15 <input type="checkbox"/>
6	Project will implement a National Estuary Program Comprehensive Conservation Management Plan	10 <input type="checkbox"/>

C. Water/Energy Efficiency Rating (Maximum: 65 points) *

Ranking Criteria		Point Value
1	Project incorporates energy efficient design considerations with established objectives and targets for energy reduction opportunities, performed energy audits or developed energy conservation plans.	5 <input type="checkbox"/>
2	Project uses renewable energy to provide power to a POTW.	10 <input type="checkbox"/>
3	Project implements upgrades to pumps and treatment processes which result in: a) 20 percent or greater reduction in energy consumption at a POTW. b) Less than a 20 percent reduction in energy consumption at a POTW.	10 <input type="checkbox"/> 5 <input type="checkbox"/>
4	Infiltration/inflow correction projects that save energy from pumping and result in reduced treatment costs, and I/I projects in cases where excessive groundwater infiltration is contaminating the influent.	10 <input type="checkbox"/>
5	Projects that incorporate recycling and/or reuse of gray water or wastewater.	20 <input type="checkbox"/>
6	Production of treated effluent for groundwater recharge, industrial operations, or agricultural purposes.	5 <input type="checkbox"/>

D. Stormwater Management Criteria (Maximum: 50 points)

Ranking Criteria		Point Value
1	Project will implement stormwater harvesting and reuse.	10 <input type="checkbox"/>
2	Project incorporates wet weather management systems including: permeable pavement, bioretention, tree plantings, green roofs, rain gardens and other practices that can be designed to mimic natural hydrology and reduce effective imperviousness.	10 <input type="checkbox"/>
3	Project will create riparian buffers, floodplains, vegetated buffers and additional streambank restoration methods.	10 <input type="checkbox"/>
4	Project supports wetland protection or restoration, including constructed wetlands.	10 <input type="checkbox"/>
5	Downspout disconnection to remove stormwater from sanitary sewers and manage runoff onsite.	5 <input type="checkbox"/>
6	Project incorporates green streets for new development, redevelopment or retrofits.	5 <input type="checkbox"/>

E. Agricultural and Nonpoint Source Pollution Criteria (Maximum: 35 points)

Ranking Criteria		Point Value
1	Project addresses water quality impacts associated with farming operations by: <ul style="list-style-type: none"> a) Implementing water-saving irrigation systems in farms currently using inefficient watering systems. b) Implementing methods to reduce soil and stream bank erosion. c) Utilizing BMPs including no-till farming practices, rotational grazing, cropland conversion and winter cover crops. d) Utilizing alternative watering sources including effluent or grey water reuse. 	5 <input type="checkbox"/> 10 <input type="checkbox"/> 10 <input type="checkbox"/> 10 <input type="checkbox"/>
2	Project addresses water quality impacts associated with animal feeding operations by: <ul style="list-style-type: none"> a) Developing a Nutrient Management Plan. b) Establishing heavy-use protection areas. c) Implementing onsite waste management systems for manure and poultry litter; including recycling, spreading, and storage systems, and digester gas technologies. d) Utilizing dead bird composters and/or incinerators. e) Implementing BMPs (including exclusion fencing and stream crossings). 	10 <input type="checkbox"/> 5 <input type="checkbox"/> 10 <input type="checkbox"/> 5 <input type="checkbox"/> 5 <input type="checkbox"/>

F. Sustainability Criteria (90 possible bonus points) *

Ranking Criteria		Point Value
1	Project incorporates one or more of the following planning methodologies: <ul style="list-style-type: none"> a) Comprehensive Land Use Plan (must designate areas where public infrastructure will and will not be supported) b) Asset Management Plan c) Watershed Management Plan d) Nutrient Management Plan e) Nutrient Trading f) Open Space Preservation g) Integrated Water Resource Plan that stresses water efficiency, reuse and conservation 	5 <input type="checkbox"/> 10 <input type="checkbox"/> 5 <input type="checkbox"/> 5 <input type="checkbox"/> 5 <input type="checkbox"/> 5 <input type="checkbox"/> 5 <input type="checkbox"/>
2	Project includes one or several of the following design considerations: <ul style="list-style-type: none"> a) Site fingerprinting for minimized landscape disturbance and sustainable landscape design. b) LEED certified or other ADEM-approved green building techniques for POTWs. c) Minimizes the environmental and water quality impact of construction through the use of clean fuel construction vehicles, construction waste reduction and other innovative methodologies. d) Project envelope is located in a previously developed area. e) Use of environmentally friendly post-consumer recycled or reclaimed materials. 	5 <input type="checkbox"/> 5 <input type="checkbox"/> 5 <input type="checkbox"/> 5 <input type="checkbox"/> 5 <input type="checkbox"/>
3	Project implements at least one of the following construction methods: <ul style="list-style-type: none"> • Innovative erosion control practices; • Protection of onsite trees, vegetation, native habitats and urban forests; or • Replanting of disturbed areas with native plant species. 	5 <input type="checkbox"/>
4	Project will utilize one or more of the following water conservation strategies: <ul style="list-style-type: none"> a) Development of a water conservation program. b) Incorporates sustainable water pricing practices and rate structures. c) Completion of EPA's Water Quality Scorecard (see http://www.epa.gov/smartgrowth/water_scorecard.htm). 	5 <input type="checkbox"/> 10 <input type="checkbox"/> 5 <input type="checkbox"/>

G. Growth Criteria (50 possible bonus points)

	Ranking Criteria	Point Value
1	Project includes a significant growth component. (See PER Instructions)	0 <input type="checkbox"/>
2	Project does not include a significant growth component. (See PER Instructions)	50 <input type="checkbox"/>

Sum the points from each category below.

Part A: Enforcement and Compliance (50 points maximum)	0
Part B: Water Quality (135 points maximum)	0
Part C: Water/Energy Efficiency (65 points maximum)	0
Part D: Stormwater Management (50 points maximum)	0
Part E: Agricultural/Non-Point Source (35 points maximum)	0
Part F: Sustainability (90 bonus points maximum)	0
Part G: Growth (50 bonus points maximum)	0
TOTAL POINTS CLAIMED:	0

This form should be signed by the official who is authorized to execute contracts on behalf of the applicant jurisdiction.

ONE SIGNED COPY (including attachments) should be emailed to the address shown on Page 1 of this form.

Attachments to be included with this form:

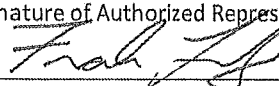
1. Preliminary Engineering Report (PER Outline PER Format Below (Preferred))
2. Copies of last three (3) years of audited financial statements (if available)

Preliminary Engineering Report Outline:

1. **Description of Project**
 - a. Brief description and background of project
 - b. Purpose of project
 - c. Location of project
 - d. Project Scope
 - e. Average annual household water bill
 - f. Population and median household income
2. **Proposed Improvements**
 - a. System connections and connections that benefit from construction
 - b. System plan for water conservation
 - c. Proposed operation and management
 - d. Improvements to system
3. **Project Maps**
 - a. Include all affected water bodies
4. **Projected Outlay Schedule**
5. **Cost Breakdown**
 - a. Estimated cost outline for entire project
6. **Supporting Documentation*** for priority points claimed, as required above. Any points claimed that cannot be readily substantiated from the information submitted will not be counted. The Department reserves the right to make the final determination of all points awarded.
7. **Growth Criteria:** If the project includes any of the following components, enter a point value of 0:
 - a. New (not a replacement) wastewater treatment plant (excluding decentralized systems).
 - b. Upgraded/expanded/replacement wastewater treatment plant where the purpose of the project is to increase the design flow or projects where the design flow of the facility incidentally increases by more than 20%.
 - c. Collection system improvements that increase design flow (excluding rehabilitation projects where the original design flow is restored).
 - d. New or expanded collection systems.
 - e. Any POTW project that serves future growth.

If none of the criteria above apply, the project will be awarded points as shown.

The undersigned representative of the applicant certifies that the information in the application and in the attached statements and exhibits is true, correct and complete to the best of the applicant's knowledge, information and belief.

Signature of Authorized Representative 	Print or Type Name Frank Lundy, PE
Title County Engineer	Date 7-28-2023

ADEM County Stormwater Grant Application – Preliminary Engineering Report ("PER") Outline

1. Description of Project:

This project will replace an existing cross drain to improve safety and mitigate flooding impacts. The existing cross drain is located under County Road 68, 1900 feet East of County Road 65. This location is a vital link to two hurricane evacuation routes. County Road 68 is a major collector, with State Highway 59 being a Principal Arterial on the west side and Baldwin Beach Express being a Minor Arterial on the East side. The existing pipe is aged, deteriorating, and does not meet current design standards. The functionality of this pipe or lack thereof, is negatively impacting the heavily traveled road.

2. Need for the Project and Proposed Improvements:

- a. The existing crossdrain is causing repetitive stormwater management issues in the area, directly affecting the health and safety of the traveling citizens, as well as other things that affect the whole community, such as:
 - i. Frequency of flooding that occurs resulting in travel issues. In the event of a hurricane, this route is used to evacuate local citizens and tourists to safety. The crossdrain's current functionality will impair our ability to execute that existing plan effectively.
 - ii. life safety impacts for the traveling public and nuisance impacts to the community as a whole, due to an impassible roadway.
 - iii. interference with access to critical infrastructure and services (e.g., school bus routes, emergency services/facilities, as well as a Major Corridor to Baldwin Beach Express and I-10 etc.);
 - iv. economically impacting the community, including but not limited to damage of public and private property, ongoing degradation of the roadway infrastructure and the road base components, preventing access to major businesses such as Buc-ee's;
 - v. life safety issues for the traveling public due to the flooded roadway and potential roadway washouts.
- b. This project will replace an existing cross drain to improve safety and mitigate flooding impacts as well as bring the pipe to standard requirements.

3. Project Maps –See ATTACHMENT

4. Project Outlay Schedule

The estimated time frame for the project is Approximately twelve months to completion. The anticipated start of Pre-Construction Engineering beginning October 1, 2023. The anticipated Construction is May 1, 2024 with a completion date of September 30, 2024 by which all funding associated with the project will be obligated and expended.

5. Cost Breakdown

a. Total Project Cost: \$ 462,000.00

b. County Match (must be equal to at least \$80,769.23):

County Funds \$ 162,000.00

In-kind Match \$ _____.

c. ADEM Grant Requested \$300,000.00

d. Additional Funding (Any overruns will be paid for with County Funds)

e. Total cost breakdown:

Project Site	Contracted Services	Labor	Equipment	Materials
County Rd 68	\$462, 000			

NOTE: The portion of the county's match attributable to labor, equipment, and materials may be valued as follows:

Labor – Reasonable salaries/wages of employees for the time they are working on the project, plus covered benefits including, but not limited to the cost of leave, employee insurance, and the county's contribution to employees' retirement. Charges for salaries/wages must be based on records that accurately reflect the work performed on the project. Covered benefits include only those that are provided pursuant to generally applicable policies adopted by the county.

Equipment – The county may use the FEMA rental rate in calculating the rental value of county-owned equipment for the time the equipment is used on the project.

Materials – The county may use materials on the project that are withdrawn from materials inventories. The materials withdrawn from inventory must be valued at the cost the county incurred to acquire the withdrawn materials.

6. Supporting Documentation

N/A

7. Growth Criteria

N/A