

Maine Section 319 Nonpoint Source Management Program Quality Assurance Program Plan

Maine Department of Environmental Protection

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I. Introduction

The purpose of this document is to describe the process used to manage the Section 319 program in Maine and how quality assurance concerns are addressed in this process. This document will serve as an overall quality assurance project plan (QAPP) for most projects funded with Section 319 funds in Maine. Projects not covered by this QAPP are described in Section II, below. The QAPP will be reviewed internally (by MDEP) on an annual basis, and any modifications to the QAPP or attachments will be incorporated and distributed as needed. In addition, the QAPP will need to be reviewed, updated and re-submitted to EPA for re-approval every five years to ensure that it is current.

II. Program Objectives and QAPP Applicability

The overall objective of the Maine Nonpoint Source Management Program is to prevent, control, or abate nonpoint source pollution to lakes, streams, rivers and coastal waters so that beneficial uses of those waters are maintained or improved. MDEP uses Section 319 funds and state funds, to support a variety of Nonpoint Source Pollution (NPS) projects to help achieve this objective. MDEP manages use of 319 funds in accordance with National NPS Program Guidelines published by EPA.

DEP administers a grants program to provide financial assistance (subgrants of Section 319 funds) to help subrecipients conduct NPS Projects. NPS projects implement actions in a specific watershed to help restore or protect a lake, stream, or coastal water that is impaired or considered threatened by polluted runoff. NPS projects help local communities recognize water pollution sources in watersheds and take action to restore or protect clean water.

This QAPP is intended to cover all NPS Projects, except projects that include environmental monitoring. Projects involving the collection and analysis of water quality samples will require a Quality Assurance Project Plan or other Quality Plan (*e.g.*, Sampling & Analysis Plan) developed in accordance with the MDEP Quality Management Plan (Section 7.3 or 7.4) and EPA Requirements for Quality Assurance Project Plans, EPA QA/R-5, March 2001.

III. Program Quality Objectives

This QAPP addresses several different types of NPS projects, and the program quality objectives vary for each type of project. For NPS Watershed Survey projects, the objectives are to find and describe NPS problem sites, and to target remediation efforts and recommend the Best Management Practices (BMPs) needed to control or prevent pollution throughout a watershed. NPS Watershed Surveys provide essential information for planning and implementing NPS Watershed Projects. The objective of NPS Watershed Projects is to focus implementation efforts throughout a watershed to the extent that water quality will be protected or measurably improved. A NPS Watershed Project is designed so that BMPs are selected, designed and installed properly and in a quantity that will lead to significant reductions of NPS pollution to the waterbody. A NPS Watershed-based Management Plan may be necessary in certain project

areas, namely, those in large watersheds, areas with multiple NPS categories, and involving several municipalities and stakeholders. The objectives of a NPS Watershed-based Management Plan are to develop and promote the use of a locally-supported plan to guide pollution control and prevention activities throughout the watershed, and to identify and formally recognize the roles of participating project sponsors and stakeholders. NPS Watershed-based Management Plans must address EPA's nine minimum elements of watershed planning and are reviewed by the MDEP to assure that quality objectives are accounted for.

Collectively, NPS surveys, management plans and watershed-wide implementation projects are designed to prompt landowner installation of BMPs at specific NPS sites throughout a watershed. The pollutant loads controlled (i.e., nutrients and sediments) as a result of implementation efforts are estimated roughly, through the use of simple models, and in accordance with EPA guidelines. Rough estimates are suitable for Section 319 program needs because EPA uses the estimates primarily to track pollutant reduction trends on a national basis. Further, MDEP and grantees use the estimates as a means to report one of the benefits of an NPS project.

The quality assurance requirements for NPS Projects are addressed through the following documents:

- MDEP Request for Proposals FY 2012 Grants for Nonpoint Source Pollution Control Projects, April 2011 (or current year, as applicable). This document includes Instructions for Work Plan Content & Format and the template for a Grant Agreement.
- Grant Agreement Template. Grantees are obliged to administer the project in accordance with the Grant Agreement (contract). The Grant Agreement describes Grantee responsibilities in 7riders: Rider A, Specifications of Services to be Provided (includes the Project Work Plan); Rider B, Methods of Payment and Other Provisions; Rider C, Exceptions to Rider B; Rider D, Debarment for Federal Funds; Rider E, EPA Performance Partnership Grant Terms & Conditions; Rider F, Trafficking Victims Protection Act of 2000 (TVPA); and Rider G, Identification of Country in Which Contracted Work will be Performed.'
- NPS Grant Administrative Guidelines - Maine Nonpoint Source Grants Program, June 2010. Grant agreements for NPS Projects require grantees to use these Guidelines to comply with reporting requirements. The guidelines: (1) detail reporting requirements, and (2) provide other information to help Grantees and DEP staff administer NPS projects to comply with the Grant Agreement.
- Pollutants Controlled Report, L&W Document # DEP LW1180,06/10. Report form provides instructions to grantees for estimating and reporting pollutant load reduction and resource protection accomplished during NPS Projects for the EPA database - the Grant Records Tracking System (GRTS).
- Standard Operating Procedures for Regular Contact and Site Visits for Nonpoint Source Projects. SOP #DEPLW0854A, 02/01/10. This Standard Operating Procedure (SOP)

applies to all Bureau of Land and Water Quality staff assigned as Agreement Administrators for a Nonpoint Source Project funded through the NPS Grants Program. DEP is responsible for monitoring Grantee (subrecipient) use of federal awards through review of Grantee reports and deliverables, site visits and regular contact. The SOP describes procedures for regular contact and site visits to monitor Grantee compliance with the grant agreement.

- Standard Operating Procedures For Filing Documents and Records Pertaining to Nonpoint Source Projects for the Bureau of Land & Water Quality (BLWQ) 12/04. This Standard Operating Procedure (SOP) applies to all DEP staff who develop or utilize Nonpoint Source Project files funded through the NPS Grants Program. This SOP is to ensure that: NPS Project files are properly created & maintained and contain pertinent documents and records and DEP personnel can easily access NPS project files.
- Maine Lake and Stream Watershed Survey Generic Quality Assurance Project Plan, DEPLW1088, December 15, 2009. This plan specifies procedures and quality requirements for conducting watershed surveys of lakes and stream watersheds.
- State BMP Guidance Manuals are accessible from the MDEP Nonpoint Source Training & Resource webpage <http://www.state.me.us/dep/blwq/training/npspubl.htm#bmp>
- Applying for and Administering CWA Section 319 Grants: A Guide for State Nonpoint Source Agencies. March, 2003. US EPA Manual

IV. Program Design

Most Section 319 funded projects in Maine are selected through a competitive Request for Proposals (RFP) process. MDEP prepares and releases an RFP to the public once a year in March or April. The RFP is drafted by the NPS Grants Section of the Watershed Management Division (DEP organization chart attached) and reviewed and approved by the EPA Nonpoint Source Coordinator for Maine. Both MDEP priorities and EPA national NPS Guidelines are considered during RFP preparation. The RFP requirements, evaluation criteria, and project selection process are summarized below. DEP is obliged to comply with Chapter 110 - Rules For the Purchases of Services and Awards which outlines procedures for purchasing services and awarding grants pursuant to Maine law 5 M.R.S.A. 1825-C. Prior to RFP issuance, MDEP hosts workshops to provide information for interested parties regarding planning and implementing NPS projects. During the RFP process DEP provides a summary of all questions received and MDEP responses regarding the RFP.

Proposal Requirements

The RFP describes funding priorities, project eligibility, evaluation criteria, and program requirements. The RFP section titled "Instructions for Preparing Proposals" provides the recommended format and content of workplans/proposals submitted in response to the RFP. This document describes how the following sections should be addressed in project workplans: project title, grantee name, watershed information, problem / need, purpose, project duration,

general project plan, tasks, schedules & estimated costs, deliverables, interagency coordination, environmental results, project coordinator, and budget information.

Proposal Selection Criteria

As described in the RFP, the following evaluation criteria are used in the scoring of proposals:

A. 15 points Applicant Qualifications, Past Performance. Consider the adequacy of applicant qualifications (relevant experience, financial, administrative & technical qualifications, personnel and facilities) to carry out the project within the proposed timeframe; and any known past performance on relevant projects.

B. 10 points NPS Pollution Problem / Need. Magnitude of need and how well does the work plan exhibit an informed understanding of the nature, extent, and severity of the NPS water pollution problems and needs?

C. 25 points Feasibility for Success

1. *For All Projects:*

Potential project will be successfully completed as proposed. Considerations: effective actions; well sequenced; contribution or participation by appropriate stakeholders and municipal government; leveraged with other previous or concurrent efforts; presence and application of NPS controls at local level (sustainable protection), and

2. *For NPS Implementation Watershed Project:*

If the project is completed as proposed, potential that the accomplished work will substantially protect or improve the waterbody. Considerations: important NPS sites adequately identified (survey or other assessment); extent of NPS sites treated, extent of load reduction, etc. or

3. *For NPS Watershed Survey or Watershed-based Planning:*

If the project is completed as proposed, potential that the accomplished work will lead to locally sustained protection efforts and implementation of BMPs needed to protect or improve the waterbody?

D. 15 points. Relative Value of the Waterbody. How much does the public currently use and value the waterbody and are uses compelling? Consider the availability (access), and extent of use. Consider uses including, but not limited to: drinking water supply; public recreational opportunities; scenic and aesthetic benefits; aquatic and terrestrial habitat benefits, and commercial benefits; and potential for increased public use and improved habitat.

E. 25 points. Cost Effectiveness. Regarding the grant funds requested and the proposed work to be accomplished, does the project represent a good return for the investment (money, time)? Are project cost estimates (tasks & budget information) reasonable for the expected outcomes? Consider the amount and quality of proposed matching funds or services.

F. 5 points Priority Watersheds. Is the project designed to benefit priority waters described in Appendix #1? (if yes, 5 points). A tributary waterbody qualifies for the 5 points provided the tributary is located within the direct drainage of a priority waterbody. "Direct drainage" means surface area that drains to a given waterbody without first passing through an upstream lake.

G. 5 points Comprehensive Plan. Does the town (or towns) involved in the project have an adopted Comprehensive Plan that the State Planning Office has determined is consistent with Maine's Comprehensive Planning and Land Use Regulation Act?

Proposal Review, Selection and Approval Process

Proposals received under the RFP are evaluated by a review committee and the EPA NPS Coordinator for Maine. Any considerations related to Section 319 eligibility and compliance with the Section 319 national guidelines are raised by the EPA NPS Coordinator before the committee completes its evaluation. Review committee members rank each proposal based on the RFP evaluation criteria. DEP funds the higher ranked projects according to the rank order of the scores. Once the committee has completed evaluation of all the proposals, then the MDEP nonpoint source coordinator prepares a written summary of the proposed award decision for review and approval by the DEP Division Director, the Maine Department of Administrative & Financial Services, Division of Purchases, and EPA. Upon acceptance, the MDEP nonpoint source coordinator sends the award decision to each RFP respondent.

For each project selected, MDEP will ask the applicant to submit a revised work plan, taking into account the comments received from the review committee, MDEP and EPA. Following the submittal of a revised work plan the MDEP and EPA will conduct a final review. MDEP will accept the work plan for contract preparation after determination that the applicant has adequately addressed the review comments. After EPA provides the Federal grant funds to DEP, then DEP will prepare Grant Agreements for accepted project work plans. All Grant Agreements are reviewed by the Director of the Bureau of Land & Water Quality, and then approved and signed by the Commissioner. Projects involving complex or relatively costly BMP installations require DEP review and acceptance of site designs prior to construction.

Load Reduction Estimates

National Section 319 program guidelines require that load reduction estimates be developed for certain projects – projects that will result in load reductions of either sediment or nutrients (nitrogen and phosphorous). EPA recognizes that due to variability in site and weather characteristics (among other factors), load reductions associated with BMP projects are extremely difficult to derive accurately. Accordingly, load reduction estimates for Maine Section 319 projects are developed using simple models or equations and calculated by the subgrant recipient. DEP and subrecipients use the methods described in the EPA "Region 5 Model" and/or the U.S.F.S. Water Erosion Prediction Project - Road (WEPP - Road) computer model to estimate NPS load reductions. These models are described at websites <http://it.tetrattech-ffx.com/steplweb/> and <http://forest.moscowfsl.wsu.edu/fswepp/>, respectively. Subrecipients are required to contact DEP for review and approval if they plan to use an alternate estimation method.

NPS Projects that involve implementation apply BMPs at numerous NPS sites within the project watershed. Pollutant load reduction estimates are developed and reported as follows:

1. During design and/or installation of BMPs at NPS sites, appropriate field measurements are recorded to enable preparation of written estimates of pollutant load reductions;
2. Estimates are prepared for all NPS sites, unless there is not an applicable estimation method for a given site;
3. Estimates are checked for proper application of the method(s) and the results are summarized on a standard form provided by DEP titled "Pollutants Controlled Report" (PCR);
4. The PCR is submitted to the DEP Agreement Administrator, by December 31 of each year, until project completion. Information required in the PCR includes: a brief description of the NPS sites; name of the model used for each NPS site; and the model result for each NPS site. The PCR requires that Grantees sign the following statement: "The estimations in this report were determined using the appropriate estimation model(s) and applied according to the procedures prescribed for the model. To the best of my knowledge these are reasonable estimates using appropriate methods; documentation of the estimates is attached to this PCR for review by DEP / EPA";
5. Documentation of the estimation procedures used for each NPS site are retained in the subrecipient project files: and
6. Annually by February 15th, MDEP enters the load reduction estimates into EPA's national Grant Reporting & Tracking System (GRTS) according to national NPS Program Guidelines.

Use of Secondary Data

NPS projects that develop a "watershed-based management plan" often involve compilation and use of pre-existing data (secondary data) about the watershed and water bodies. If a NPS project depends on the use of secondary data, then a task in the workplan will require the subrecipient to specify the methods used to evaluate the quality /validity of the data to determine if the data is acceptable for the purposes of the NPS project. All such secondary data must be available for review by DEP program staff on request.

Project Oversight and Subrecipient Monitoring

A DEP staff person is assigned as Agreement Administrator (AA) is to guide each pass-through project and to monitor subrecipient performance under the Grant Agreement. Agreement Administrator responsibilities, problem resolution procedures and are described in the DEP document, NPS Grant Administrative Guidelines, June 2010. The AA helps ensure that work is carried out according to the work plan by conducting site visits, reviewing deliverables and invoices, maintaining regular contact with subrecipients and providing assistance to resolve problems.

Selection and Installation of Best Management Practices at NPS Sites.

The grantee exercises professional judgment in the selection, design and installation of the BMPs for NPS sites. Grantees are obliged to design and install BMPs at NPS sites according to design guidance described in Maine best management practice guidance manuals or use other BMPs acceptable to the Department. Projects involving complex or relatively costly BMP installations require DEP review and acceptance of site designs prior to construction.

The DEP Agreement Administrator (AA) visits NPS sites in the field observing conditions and BMPs installed at NPS sites to determine if the BMPs appear appropriate for the site and functional. Many NPS projects involve installation of BMPs at numerous NPS sites. BMP installations at NPS sites range widely from simple (buffer plantings, water bars, etc) to more complicated (biofilters, manure management systems, etc). BMP installation costs (landowner contacts, permits, design, and construction, etc.) vary widely among different types of NPS sites. The AA may not need to evaluate relatively simple, lower cost NPS sites.

When a NPS site is relatively complicated or high cost, the AA does a Fieldwork Site Visit before construction. The AA will use best professional judgment to determine if a site visit is needed to help ensure the Grantee uses appropriate BMPs. To decide whether a site visit is needed, the AA will consider (a) cost and complexity of the site; and (b) the knowledge, skills, and experience of the person(s) evaluating and designing BMPs for that site.

In all cases, if a NPS site involves more than \$2,500 in construction costs paid by grant funds, the AA does a Fieldwork Site Visit during and/or after construction to observe the BMPs installed at an NPS site to determine if the BMPs appear appropriate for the site and functional.

Reports and Deliverables

Under the grant agreement, MDEP requires that subrecipients submit deliverables and semi-annual reports to document progress throughout the project period and a final project report upon completion of the project. Subrecipients provide a brief "NPS Site Report" with photographs to document BMP installation at each NPS site. The final project report includes: title page, project overview; task summary; deliverables summary; project outcomes; and a summary of total expenditures, nonfederal match documentation, certification and applicable appendices. DEP provides project deliverables and progress and final project reports to EPA.

V. Documentation, Records, and Data Management

MDEP tracks all grant agreements (subgrants) and maintains a filing system for documents and records on each NPS project. All documents for each project are stored in the NPS Project File. MDEP has "Standard Operating Procedures For Filing Documents and Records Pertaining to Nonpoint Source Projects for the Bureau of Land & Water Quality" (SOP). This SOP applies to all DEP staff who develop or utilize nonpoint source project files funded through the NPS Grants Program. This helps to ensure that NPS Project files are properly created and maintained, contain pertinent documents and records, and are readily accessible by DEP personnel. MDEP retains a NPS project file on each project for at least 5 years. Grant Agreements (subgrants)

require that subrecipients retain all NPS project documents in a file for at least 5 years following project closeout.

DEP retains all documents pertaining to the EPA Section 319 grant award to Maine (included in the performance partnership grant) for at least seven years in accordance with EPA regulations.

VI. Continuous Improvement of the Maine Nonpoint Source Management Program

The Maine NPS program is guided by the original EPA-approved 1989 document “Maine Nonpoint Source Pollution Management Program”. This document has been updated in 1995 and 1999. Additional updates are planned although not currently scheduled. Through this update process, the state seeks to continually improve the program and maintain program relevancy to current challenges.

The MDEP Watershed Management Division develops an annual work plan describing NPS work for each year. The MDEP NPS Management Program - Annual Report summarizes accomplishments of the MDEP Nonpoint Source Program. DEP uses this document to help assess the overall performance of the program and develop plans for NPS program work in upcoming years. The MDEP Watershed Management Division meets 4 times/year and the Division section managers meet 2/month to assess and plan work activities. In November DEP holds a one-day "Watershed Managers Roundtable" meeting to share information regarding NPS projects and other related watershed or water quality work. MDEP uses a quarterly newsletter (NPS Times) to help inform and communicate with citizens, watershed managers, and other professionals involved in NPS work.

Several other broader planning processes provide additional opportunities for program review and improvement. These include: 1) the Performance Partnership Agreement between MDEP and EPA, re-signed every three years and reviewed annually, that describes in broad terms the tasks MDEP will accomplish with EPA funding. The PPA includes descriptions of 319-related performance objectives and actions. MDEP uses the biennial Section 305(b) and 303(d) assessments to help assess NPS programming and plan for future work.

In addition to this programmatic review, MDEP also evaluates the success of Section 319-funded projects individually to consider project effectiveness and to identify opportunities for improvement in program delivery. MDEP and EPA jointly review the Section 319 RFP, the 319 workplan format, and the status of 319-funded TMDL projects every year for any needed changes or improvements. This review provides an opportunity to modify the focus of pass-through projects, adjust priorities, and identify any new requirements.

Attachments:

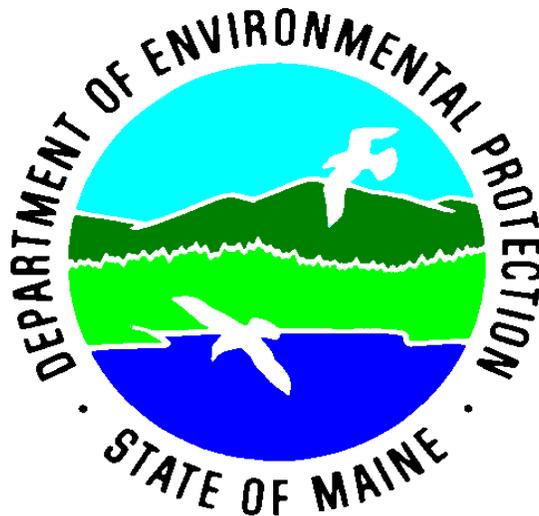
- MDEP Request for Proposals FY 2012 Grants for Nonpoint Source Pollution Control Projects, April 2011. See appendix 4 for the Grant Agreement Template.

- NPS Grant Administrative Guidelines - Maine Nonpoint Source Grants Program, June, 2010
- Pollutants Controlled Report (form), June, 2010.
- Standard Operating Procedures for Regular Contact and Site Visits for Nonpoint Source Projects. SOP #DEPLW0854A, 02/01/10
- Standard Operating Procedures For Filing Documents and Records Pertaining to Nonpoint Source Projects for the Bureau of Land & Water Quality (BLWQ) 12/04.
- DEP Organization Chart

REQUEST FOR PROPOSALS

FY 2012 Grants for Nonpoint Source Pollution Control Projects

April 27, 2011



**Maine Department of Environmental Protection
Bureau of Land & Water Quality
Division of Watershed Management
17 State House Station
Augusta, Maine 04333**

Agency Contact: Norm Marcotte
norm.g.marcotte@maine.gov or (207) 287-7727
NPS Grants webpage: <http://www.maine.gov/dep/blwq/docgrant/319.htm>

<p><u>Request For Proposals</u> FY 2012 Grants for Nonpoint Source Pollution Control Projects Maine Department of Environmental Protection</p>

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What's New Highlights

1. Watershed-based Planning.

The RFP invites proposals for work needed to develop a watershed-based plan to restore NPS impaired waters. Projects could be set-up to develop a watershed-based plan or conduct watershed assessment needed to develop a watershed-based plan. Refer to Section 2.3

2. Grant Funds for NPS Impaired Waters.

Since 2002, DEP reserved a portion of RFP funds for projects to restore NPS impaired (TMDL) waters. This year the reserved funding opportunity is aligned with NPS impaired waters with a watershed-based plan accepted by DEP. Refer to Appendix #1 for a list completed plans and Section 1.6.

3. Criteria for Evaluating Proposals.

The criteria was revised considerably. One notable change is increased weight on the relative value of the waterbody considering access and extent of uses.

4. Maintenance of Existing BMPs.

The statement "Cost sharing of grant funds may not be used for maintenance of existing BMPs" was added to Section 2.1.A.8. This is not really new, cost sharing of 319 funds have not been used for maintenance of BMPs in past years.

5. Candidate NPS Sites.

DEP improved the instruction for describing candidate NPS sites to help ensure proposals include an adequate description of each NPS site; especially the conditions at the site causing polluted runoff that is likely to reach surface waters. Refer to Section 2.2A.7. and Appendix #2.

6. 319 Funding Outlook for FFY 2012.

As usual, grants are contingent on availability of federal funds. This year there is more than the usual uncertainty about how much 319 funding DEP will receive in FFY 2012. This is due to the evolving national fiscal policy debate about federal budget deficits and the federal debt.

Since 1998, DEP has regularly issued NPS RFP in April based on anticipation that DEP will receive federal 319 grant funds in October. The President released the proposed FFY 2012 federal budget in February. This budget includes an 18% cut in EPA funding for the 319 program. If the President's budget is enacted, DEP still plans to issue grants for projects selected thru this RFP. However, if the 319 budget is severely reduced beyond the President's budget, DEP may not be able to fund the projects selected under this RFP.

REQUEST FOR PROPOSALS

FY 2012 Grants Nonpoint Source Pollution Control Projects Maine Department of Environmental Protection

SECTION 1 NPS GRANTS PROGRAM & PROCESS

1.1 Purpose and Overview

Maine DEP is seeking proposals to conduct Nonpoint Source Water Pollution Control Projects to restore or protect lakes, streams, or coastal waters that are polluted or considered threatened. Projects must be designed to achieve water quality improvements.

The Maine NPS Grants Program is administered by the Maine Department of Environmental Protection (MDEP) in consultation with the U. S. Environmental Protection Agency (EPA). Grants for projects will be funded with monies provided to Maine by the U.S. Environmental Protection Agency under Section 319(h) and 604(b) of the Federal Clean Water Act.

Under the RFP process, a review committee with representatives from MDEP, EPA, and other agencies evaluates proposals. The review committee funding recommendations are forwarded to EPA for review and approval in accordance with federal grant guidelines. Proposals selected for funding require final work plans approved by MDEP and EPA.

1.2 Organizations Eligible to Receive a NPS Grant

Eligible recipients for 319 funds are Maine public organizations such as state agencies, soil and water conservation districts, regional planning commissions, watershed districts, municipalities, and incorporated nonprofit organizations with federal tax exempt status [501(c)(3)] are eligible to receive NPS grants.

Eligible recipients for 604b funds are regional public comprehensive planning organizations or interstate organizations such as: regional planning agencies, councils of governments, conservation districts, counties, cities and towns, and other sub state public planning agencies and interstate agencies. Such organizations must be chartered with suitable powers as a unit of local government, an independent sub state agency, or an interstate organization under an interstate agreement of which Maine is a party.

1.3 Types of Projects

This RFP invites proposals for 3 types of projects:

NPS Watershed Implementation Project. Project focuses on implementing actions in a watershed to improve or protect a waterbody. The project is designed so that Best Management Practices (BMPs) are

implemented in a manner that leads to a significant reduction in NPS pollutant load to a waterbody. Refer to Section 2.1.

NPS Watershed Survey. Project focuses on finding, describing, and prioritizing NPS pollution sources in a watershed, and recommends BMPs for treating identified NPS sites. NPS Watershed Surveys provide essential information for planning and implementing NPS Watershed Implementation Projects. Refer to Section 2.2

Watershed-based Planning. Project to plan to restore NPS impaired waters, either watershed assessment needed to develop a watershed-based plan, or developing a watershed-based plan. Refer to Section 2.3

Examples of Projects. Refer to the publication, Nonpoint Source Management Program - 2010 Annual Report. "Section F. NPS Water Pollution Control Projects Completed" summarizes each project.
Website: <http://www.maine.gov/dep/blwq/docgrant/319.htm>

1.4 Projects in Priority Watersheds

MDEP designated certain watersheds as high priority in order to enable focusing of resources to help restore waterbodies not meeting standards or protect waterbodies considered threatened with not meeting water quality standards in the future.

Although funds may be used to benefit any waterbody in Maine, the RFP is structured to promote use of grant funds in priority waters. Section 1.10 Criteria for Evaluating Proposals provides an incentive (5 points) for proposals designed to benefit a priority waterbody. Under this RFP priority waters are: (1) Maine Nonpoint Source Priority Watersheds; and (2) NPS impaired waterbody with a watershed-based plan accepted by DEP. Refer to Appendix 1 for the Description of Priority Waters.

1.5 TMDL Waters / Watershed-based Plans Required

EPA National NPS Program and Grants Guidelines requires a "Watershed-Based Plan" as a prerequisite for projects involving a TMDL waterbody to help ensure Section 319 funded projects make progress towards restoring NPS impaired waters. The "Watershed-Based Plan" must address EPA's 9 minimum elements of watershed planning. EPA believes these 9 elements are critical to assure that 319 funds are used effectively. For more information refer to Section 2.3 of this RFP.

1.6 Anticipated Grant Fund Allocations

DEP plans to allocate about \$600,000 for projects under this RFP. NPS Grants will be funded with anticipated Federal Clean Water Act monies (Section 319 - \$452,000; Section 604(b) - \$48,000) to be provided to Maine by EPA. Section 604(b) funds will be used to for NPS watershed survey or watershed-based planning projects.

Maximum Award. The total amount of awards to any single grantee resulting from this RFP may not exceed \$150,000.

DEP plans to allocate anticipated funds (\$500,000) as follows:

Project Type	Watershed / Waterbody	Anticipated Funding
NPS Watershed Implementation Project	Any Maine Watershed	\$275,000
NPS Watershed Implementation Project	Only NPS Impaired Waterbody with Watershed-Based Plan See Appendix #1 for list of watershed-based plans	\$160,000
NPS Watershed Survey	Any Maine Watershed	\$65,000
Watershed-based Planning Project	Only NPS Impaired Waterbody	

1.7 Limitations

Grant funds under this RFP may not be used:

- to undertake, complete or maintain erosion or storm water control work otherwise required by existing permits or orders (examples: Maine Pollutant Discharge Elimination System Stormwater Permit, Site Location of Development Permit or Stormwater Law permit
- to replace malfunctioning septic systems; MDEP Small Community Grant Program provides grants to towns to help replace malfunctioning septic systems that are polluting a waterbody or causing a public nuisance; or
- for NPS research.

1.8 Non-Federal Match Requirement

Applicants must demonstrate a minimum non-federal match of 40 percent of the total cost of the project. Grant funds requested (60%); Non-federal match (40%); total cost of project (100%).

NOTE: DEP will not accept proposals with less than 40% non-federal match.

<p>40% non-federal match may be calculated as follows:</p> <p>(grant funds requested) times (0.667) = the minimum (40%) non-federal match</p>

Non-federal matching funds are the portion of allowable project costs contributed to a federally funded project. Match includes, but is not limited to, allowable costs borne by the grantee and contributions of cash or services from individuals, organizations, municipalities or non-federal public agencies. Refer to Section 3.6 for more information.

1.9 Criteria for Evaluating Proposals

An interagency review committee will evaluate proposals. Projects will be evaluated according to the following criteria and point scoring. MDEP reserves the right to reject proposals which in the judgment of the review committee fail to reasonably meet requirements of the RFP.

A. 15 points *Applicant Qualifications, Past Performance*. Consider the adequacy of applicant qualifications (relevant experience, financial, administrative & technical qualifications, personnel and

facilities) to carry out the project within the proposed timeframe; and any known past performance on relevant projects.

B. 10 points NPS Pollution Problem / Need. Magnitude of need and how well does the work plan exhibit an informed understanding of the nature, extent, and severity of the NPS water pollution problems and needs?

C. 25 points Feasibility for Success

1. *For All Projects:*

Potential project will be successfully completed as proposed. Considerations: effective actions; well sequenced; contribution or participation by appropriate stakeholders and municipal government; leveraged with other previous or concurrent efforts; presence and application of NPS controls at local level (sustainable protection), and

2. *For NPS Implementation Watershed Project:*

If the project is completed as proposed, potential that the accomplished work will substantially protect or improve the waterbody? Considerations: important NPS sites adequately identified (survey or other assessment); extent of NPS sites treated, extent of load reduction, etc. or

3. *For NPS Watershed Survey or Watershed-based Planning:*

If the project is completed as proposed, potential that the accomplished work will lead to locally sustained protection efforts and implementation of BMPs needed to protect or improve the waterbody?

D. 15 points. Relative Value of the Waterbody. How much does the public currently use and value the waterbody and are uses compelling? Consider the availability (access), and extent of use. Consider uses including, but not limited to: drinking water supply; public recreational opportunities; scenic and aesthetic benefits; aquatic and terrestrial habitat benefits, and commercial benefits; and potential for increased public use and improved habitat.

E. 25 points. Cost Effectiveness. Regarding the grant funds requested and the proposed work to be accomplished does the project represent a good return for the investment (money, time)? Are project cost estimates (tasks & budget information) reasonable for the expected outcomes? Consider the amount and quality of proposed matching funds or services.

F. 5 points Priority Watersheds. Is the project designed to benefit priority waters described in Appendix #1? (if yes, 5 points). A tributary waterbody qualifies for the 5 points provided the tributary is located within the direct drainage of a priority waterbody. "Direct drainage" means surface area that drains to a given waterbody without first passing through an upstream lake.

G. 5 points Comprehensive Plan. Does the town (or towns) involved in the project have an adopted Comprehensive Plan that the State Planning Office has determined is consistent with Maine's Comprehensive Planning and Land Use Regulation Act?

1.10 Preparing the Work Plan for Final Approval

For each project selected, MDEP will ask the applicant to submit a revised work plan, taking into account the comments received from the review committee, MDEP and EPA. Following the submittal of a revised work plan the MDEP and EPA will conduct a final review. MDEP will accept the work plan for contract preparation after determination that the applicant has adequately addressed the review comments.

After EPA provides the Federal FFY 2012 grant funds to DEP, then DEP will prepare Grant Agreements for accepted project work plans.

1.11 Timetable - RFP & Grant Awards

April 27, 2011	RFP issued
May 24, 2011	Deadline to submit questions about the RFP
May 31, 2011	Deadline for DEP to respond to questions; Q/As posted on webpage
June 8, 2011 - 2:00 pm	Deadline for submitting proposals
July 2011	DEP Review Committee evaluates proposals; DEP requests EPA approval
August 23, 2011	DEP notifies applicants of award decision
September 5, 2011	DEP requests revised work plan, as needed.
October 4, 2011	Applicants submit revised work plan to DEP
October 2011	DEP reviews revised work plans, confers with applicant to finalize workplan
November 2011	DEP accepts final work plans
December 2011	Contract preparation, applicant & DEP sign the contract
January 2012	DEP receives FFY 2012 funds from EPA
January 2012	Contract approved by Division of Purchases (MDFAS); project starts

SECTION 2 PROJECT TYPES

2.1 NPS Watershed Implementation Project

The purpose of a NPS Watershed Implementation Project is:

- Protect a waterbody considered threatened with not meeting water quality standards in the future; or
- Restore a primarily NPS impaired (TMDL) waterbody.

A. Project Design Objective & Approach.

1. *Objective.*

A NPS Watershed Implementation Project must be designed to substantially contribute to protection or improvement of a waterbody. A sufficient number of NPS sites are treated with BMPs to accumulate a significant level of NPS pollutant load reduction in order to protect or improve a waterbody. The effort should be focused on NPS sites estimated to be contributing the most pollutant loads.

For Example: A NPS Watershed Survey identified 60 sites needing BMPs within a 7 square mile watershed. It is estimated that fixing about 30 sites (a significant pollutant load reduction in this watershed) would yield a water quality improvement. Then, the project should be designed to fix those 30 sites.

2. *Required - NPS Watershed Survey.*

NPS Watershed Surveys provide essential information for planning and implementing NPS Watershed Implementation Projects. A NPS Watershed Survey or other assessment of nonpoint sources and listing

of NPS sites (equivalent detail as in a NPS Watershed Survey) is required information prior to undertaking a NPS Watershed Implementation Project. The "Problem/Need" section of the proposal requests a summary of the findings of the NPS Watershed Survey or other assessment of nonpoint sources and NPS sites.

3. Waterbody / Watershed Area Considerations.

The waterbody / watershed will need to be relatively limited in size to enable the project to have a visible beneficial effect. If the waterbody has a larger watershed it is unlikely that a modest project will demonstrably improve or protect water quality. Further, it is expected that a NPS Watershed Implementation Project will focus on one waterbody. In multiple-waterbody watersheds, the project area may be too large and/or the coverage of the proposed BMP installations may not be extensive enough to lead to significant load reductions.

4. Phasing Considerations.

Project grants are limited to a 2-year project period. Certain NPS watershed implementation projects should be designed to anticipate a 2nd phase or more phases. If additional phases of the project are anticipated, briefly describe the goal of each phase in the "General Project Plan" section of the work plan. Cases in which phasing may be warranted include projects to restore impaired waters, and projects in relatively larger watersheds.

For Example: A NPS watershed survey identified 300 sites within a 40 square mile watershed that need BMPs. It is estimated that fixing 200 sites would yield a demonstrable water quality improvement and/or a significant pollutant load reduction. This might only be reasonable with a long-term commitment to conduct a project in four 2-year phases over 8 years.

5. Outreach

Since outreach activities are often an important part of a NPS Watershed Implementation Project, DEP produced "Outreach Guidance for NPS Watershed Implementation Projects" (4 p). The guide is intended to help NPS RFP users develop more effective outreach task(s) to help accomplish the objectives of a "NPS Watershed Project". The guidance is available on the Grants webpage at <http://www.maine.gov/dep/blwq/docgrant/319.htm>

6. Estimating NPS Pollutant Load Reductions.

All NPS Watershed Implementation Projects must be designed to include a means to estimate pollutant load reductions from the installed BMPs. The EPA National 319 Program Guidelines requires load reduction estimates for all BMPs that are intended to control sediments (tons/year) and/or nutrients (phosphorus and/or nitrogen (lbs/year)). Grantees will need to document the inputs & calculations used to produce the estimates. Pollutant load reduction information for projects must be reported annually. DEP provides a standard form, "Pollutants Controlled Report", to report estimates.

The pertinent task ("Pollutant Reduction Estimates") must be included under the Tasks, Schedules & Estimated Costs section of the workplan. Applicants must identify the method(s) they intend to use to estimate NPS load reductions. DEP recommends using methods described in the EPA "Region 5 Model" and/or the Water Erosion Prediction Project (WEPP) computer model. These models are described at websites <http://it.tetratech-ffx.com/step1/> and <http://forest.moscowsl.wsu.edu/fswepp/>. DEP accepts use of other appropriate estimation methods.

7. *Describing NPS Sites*

Often the terms BMP or NPS Site are used interchangeably to describe NPS work at a specific location. For clarity, DEP recommends distinguishing BMP vs. NPS site based on the following:

- A “NPS Site” means a specific location described as a source of polluted runoff. The area or size of a “NPS Site” could be relatively small (culvert/stream crossing), large (17 acre corn field, 2 acre parking lot) or linear (600 feet of unstable road and ditch line).
- A “BMP” (best management practice) means a conservation practice used to minimize, repair or prevent a NPS problem at a NPS Site. One or more BMPs may be needed at one “NPS Site”.

8. *Cost Sharing for BMP Construction*

A NPS Implementation Watershed Project is designed to prompt installation of BMPs to address problems at many NPS sites. Grantees usually provide technical assistance and outreach services to effectively prompt landowner installation of BMPs at NPS sites. In addition a grantee may chose to setup a cost sharing program as an incentive to prompt installation of BMPs. Under cost sharing, a grantee provides project funds in the form of a cost share payment to a town or individual to share the cost of acceptable BMP installations at NPS sites. To administer a cost sharing program a grantee determines: the types of NPS sites to be targeted for cost sharing; the eligible BMPs; the cost share percentage rate; provides information about availability of cost sharing; and uses an appropriate Cost Sharing Agreement. Recipients of 319 cost sharing must agree to properly operate and maintain the BMP for its intended purpose for the conservation practice service life. Recipients of 319 cost sharing for an "animal feeding operation" must agree to follow a nutrient management plan

The following limitations are applicable to cost sharing for BMPs located on private property:

- a. The project must demonstrate the value of the constructed BMP to others who may be willing to adopt similar practices. Demonstration can be accomplished in various ways, including but not limited to, showing the BMP to people or disseminating information about the BMP. The BMP must involve costs that would be considered reasonable by the target audience for the purpose of applying those BMPs on their own properties. Similar BMPs may be demonstrated in several locations to indicate their utility in a variety of settings.
- b. The cost share amount of grant funds to an individual cannot exceed 75% of the total cost.
- c. Cost sharing is not allowed to undertake, complete or maintain erosion or storm water control work otherwise required by existing permits or orders.
- d. Cost sharing of grant funds may not be used for maintenance of existing BMPs.

B. Eligible Activities.

Eligible activities in projects typically include: BMP design; BMP construction; technical assistance; training and technology transfer; information outreach; project management; and actions to evaluate the outcome of the project.

C. Readiness.

Readiness factors to consider in designing an effective NPS Watershed Implementation Project:

- The waterbody is considered threatened or polluted & the water quality conditions are known;
- Watershed is relatively limited in size & the project is likely to have a beneficial effect;
- Watershed sources that are primarily causing the water quality problem are documented;
- Practical solutions (BMPs) are identified and prioritized;
- BMPs will be installed with enough intensity to achieve significant pollutant load reduction;
- Ability to evaluate for environmental results (load reductions, waterbody improvement);
- A restoration or protection goal is understood and supported by the community;
- High prospect that landowners would cooperate and use BMPs on critical source areas;
- Feasible to restore or reduce the threat to water quality within 3 to 10 years;
- There is a local entity to forge partnerships, champion, own, manage and sustain the project.

D. Expected Environmental Results.

The workplan should provide a concise statement of the expected environmental result, outcome, or end-state that this project would likely achieve.

DEP recognizes years of sustained NPS implementation may be needed to achieve measurable improvement to a waterbody. The proposal should provide a description of the expected waterbody improvement. Waterbody improvement could be physical, biological or chemical measures, such as: lineal feet of improved (protected) shoreline or riparian areas; restored stream morphology, decreased temperature, restored flow or water levels, improved water clarity (secchi disk transparency); increased dissolved oxygen, reduced nutrient or bacteria levels; shellfish harvest area opening; etc.

If no measurable water quality improvements are expected to occur within the two-year NPS project, quantified, pre-project estimates of expected pollutant load reductions can be provided in the Expected Environmental Results section. DEP encourages, but does not require, proposals to include a quantitative estimate of pollutant load reduction that will be achieved by the project.

Examples of “expected environmental result” statements:

- “The long term goal is to eliminate nuisance algae blooms, improve water clarity, and reduce phosphorus loading to maintain an average phosphorus concentration in [name] Lake [number] ppb, as recommended in the TMDL. To achieve this in-lake phosphorus concentration, the total phosphorus load reduction needed is (# lbs) P. This project will reduce phosphorus loading by an estimated (# lbs) P, or 10% of the load reduction recommended in the TMDL report.”;
- “Ambient fecal coliform bacterial levels will be reduced to enable reopening of a closed shellfish harvest area (18 acres).”
- “This project will help X Lake to maintain Class GPA standards. Towards this goal, preliminary estimates indicate that this project will prevent [#] lbs of P and [#] tons of sediment from entering Lake X annually.”

2.2 NPS Watershed Survey

A NPS Watershed Survey assesses a watershed to find, describe and prioritize NPS pollution sources and recommend BMPs needed at specific NPS sites to reduce polluted runoff to help protect water quality. NPS Watershed Surveys provide essential information for planning and implementing NPS Implementation Watershed Projects.

A. Project Design Objective.

The project is designed to produce: (1) a survey report describing each site (NPS pollution source) in the watershed; relative importance rating; a preliminary recommendation for fixing each site; and (2) an increase in citizen awareness and action to adopt best management practices at NPS sites in the watershed. A NPS Watershed Survey often prompts landowners to take actions to reduce soil erosion, sedimentation or polluted stormwater runoff. Survey results can be used to help attract local support for developing and conducting a NPS Watershed Project.

B. Activities.

NPS Watershed Surveys usually rely on trained volunteers from the community to identify the sources of NPS pollution. Professionals assist the volunteers in evaluating, prioritizing, and recommending general solutions for the identified sites, as well as conduct any necessary follow-up evaluation. Project tasks should include: forming the steering committee; publicizing the survey; training the volunteers; conducting the survey; follow-up evaluation of sites; preparing the survey report; and outreach efforts to inform the public about the findings and recommendations of the survey.

C. Methods – Lakes and Streams

Recommended methods for a NPS watershed survey for lakes are described in “A Citizens Guide to Lake NPS Watershed Surveys” (April 1997). <http://www.maine.gov/dep/blwq/docwatershed/materials.htm>

Recommended methods for NPS watershed surveys for streams are described in “Stream Survey Manual Volume I: A Citizen’s Guide to Basic Watershed, Habitat and Geomorphology Surveys in Stream & River Watersheds” (February 2009). <http://www.maine.gov/dep/blwq/docstream/team/materials.htm>

DEP prepared “Stream Survey Guidance for NPS Projects”, (February 2009) to help NPS grant applicants improve NPS watershed survey proposals for streams. The guidance is available on the Grants webpage at <http://www.maine.gov/dep/blwq/docgrant/319.htm>

DEP document A Maine Lake and Stream Watershed Survey Generic Quality Assurance Project Plan (12/15/09) describes data acquisition and management procedures to ensure that a watershed survey meets data quality objectives. When the project is underway, prior to conducting the survey, a grantee would need to prepare a brief “Survey Implementation Plan” to document that the watershed survey methods are sufficient to meet quality objectives described in the generic QAPP.

NPS Watershed Survey Projects must be designed for completion within 12 months. See Appendix 2 for Instructions for Preparing Proposals.

2.3 Watershed-based Planning

A. Project Design Objective

Project designed to plan for restoring NPS impaired waters:

- Watershed assessment needed to develop a watershed-based plan, or
- Developing a watershed-based plan to restore a NPS impaired (TMDL) waterbody

B. Watershed Assessment.

Obtaining information or data necessary to support the development of a comprehensive watershed-based plan (WBP). There may be considerable existing information available about impaired waters and their watersheds. However, in some cases, additional data may be necessary to enable development of a WBP. A grantee would need to meet environmental data quality assurance requirements if a project involves acquisition of environmental data.

C. Developing a Watershed-based Plan (WBP).

1. *EPA Requirement.* A Watershed-based Plan meeting EPA's 9 minimum elements of watershed planning is required before receiving 319 funds for a NPS Watershed Implementation Project to implement BMPs to restore an impaired waterbody. EPA believes preparation of the plan is necessary to help ensure Section 319 funded projects make progress towards restoring NPS impaired waters.

2. *Description.* Develop a watershed-based plan to restore a NPS impaired waterbody. The WBP should include: a description of the waterbody(s) and watershed; identification and characterization of the cause(s) of impairment; a statement of goals (i.e. aquatic life, habitat, water quality) for restoration; a prioritized listing of the specific measures, structural and non-structural, necessary for attainment of water quality standards including an estimate of the costs associated with implementation of these measures; a strategy for implementing these measures over a 5 to 10 year period that identifies viable sources of funding to support implementation and considers an adaptive management approach; measures to ensure that future development in the watershed will not compromise the efforts to restore the resource; and a plan for evaluating the effectiveness of actions taken and for revising the WBP based on this evaluation. Development of the WBP should include active participation of watershed stakeholders. Watershed stakeholders are key people and organizations that would have a role in the implementation of the WBP.

The WBP must be designed to address EPA's 9 minimum elements for watershed-based plans. For EPA's description of WBP elements refer to NPS Program and Grants Guidelines for States and Territories (Oct 23, 2003); Section III. D. Watershed-Based Plans. http://www.epa.gov/owow/nps/c_wact.html. For a detailed reference "toolbox" on watershed planning, refer to the Handbook for Developing Watershed Plans to Restore & Protect Our Waters March 2008, USEPA. http://www.epa.gov/owow/nps/watershed_handbook/

Consider a WBP as a strategic plan of actions needed over a 5 to 10 year timeframe to achieve the load reductions called for in a TMDL in order to restore an NPS impaired waterbody. The plan is not intended to be a detailed tactical work plan, such as a 2 year work plan for a NPS watershed implementation project. Use existing information and reports (approved TMDL report, watershed surveys, etc) to facilitate preparation of a Watershed-Based Plan.

Watershed-based planning projects must be designed for completion within 24 months.

SECTION 3 TERMS & CONDITIONS of NPS GRANT AWARDS

3.1 Administrative Capacity

A "Grantee" (grant recipient) must have administrative capacity to comply with the applicable requirements of federal "Uniform Administrative Requirements for Grants and Cooperative Agreements" (40 CFR Part 31 or 33) and State requirements. This includes, but is not limited to, managing allowable project costs, non-federal match, cost accounting and invoicing, audit procedures, records access, record keeping, sub-agreements, and progress reporting. The Grantee must have a financial accounting system that operates in accordance with applicable circulars by the Federal Office of Management and Budget (OMB). Copies of circulars may be obtained from the OMB at <http://www.whitehouse.gov/omb/grants>.

3.2 Grant Agreement

Grant recipients must enter into a written Grant Agreement with the MDEP to establish mutually agreeable terms for completing the project. The Grant Agreement is in the form of a contract formatted according to standard Maine State government contract procedures (form BP 54). See Appendix 4 for the Grant Agreement template.

3.3 Timely Implementation and Closeout of NPS Project

A grantee is obliged to take action to implement the project as planned and closeout the project by the project completion date cited in the "Project Duration" section of the workplan. DEP recognizes that unforeseen delays and extenuating circumstances sometimes occur that may require additional time to complete a project. If this is necessary and DEP can extend the agreement, then DEP may accept extending the project for additional time up to 1 year beyond the project completion date.

3.4 Pre-Award Costs

The MDEP is not liable for any cost incurred by the Grantee or any Grantee subcontractor(s) prior to the contract effective date. MDEP can not authorize any payments prior to final approval of the grant agreement. Liability of the State of Maine and/or the MDEP is limited to the terms and conditions of the grant agreement.

3.5 Reporting Requirements

Semi-annual progress reports and a final report are required for NPS projects. Reporting requirements and other information to help Grantees administer a NPS project are described Nonpoint Source Grant Administrative Guidelines. <http://www.maine.gov/dep/blwq/docgrant/319.htm>

3.6 Non-Federal Matching Funds or Services

Grantees are obliged to document non-federal matching funds or services contributed to the project. Non-federal matching funds are the portion of allowable project costs contributed to a federally funded project. Match includes, but is not limited to, allowable costs borne by the grantee and contributions of cash or services from individuals, organizations, municipalities or non-federal public agencies.

Non-federal match contributions may include:

- cash contributions, and/or
- in kind contributions. In kind contribution is the value of a non cash contribution to meet a

grantee's cost sharing requirements. An in kind contribution may consist of the value of goods or services, property and equipment or directly benefitting the EPA funded project.

A. Requirements.

Non-federal match contributions must be:

1. eligible under EPA National 319 Program Guidelines
2. related directly to tasks in the project work plan;
3. reasonably valued for the work performed;
4. conducted between the effective date and closeout of the Grant Agreement.
5. supported by appropriate documentation.
6. from non-federal sources. Personnel, projects, or services paid with federal funds do not qualify as non-federal match.

B. Valuation of In Kind Contributions

1. Personnel Time Paid for by Project Partner Organizations: When an employer other than the grantee furnishes free of charge the services of an employee in the employee's normal line of work, the services will be valued at the employee's regular rate of pay, exclusive of the employee's fringe benefits and overhead costs.
2. Donated Supplies: the contribution must be valued at the market value of the supplies at the time of donation.
3. Donated Equipment or Space in a Building: The contribution must be valued at the fair market rental rate of the equipment or space.
4. Volunteer Services: Unpaid volunteer time/services donated to the project by individuals must be valued at rates consistent with those ordinarily paid for similar work/services in the grantee's organization. For example, when documenting donated personnel time as match, use the amount you would pay the person to do the job for which they are volunteering. If the grantee organization does not have employees performing similar work, the value of donated personnel time must be consistent with those ordinarily paid by other employers for similar work in the area.
5. Methods to estimate the value of unpaid volunteer services include, but are not limited to:
 - a. Determine the appropriate occupation and Maine occupational wage estimates provided by the Bureau of Labor Statistics, U. S. Department of Labor. For example: For Maine the mean hourly wage rate in 2008 for Landscaping and Groundskeeping Workers was \$12.41; for Forest & Conservation Technicians, \$18.17; and for Environmental Engineers, \$31.01
http://www.bls.gov/oes/2008/may/oes_me.htm
 - b. The organization "Independent Sector" provides average rates for volunteers performing a specialized skill. DEP will accept the most recent rate applicable to Maine.
http://www.independentsector.org/programs/research/volunteer_time.html

D. Examples of Match.

Match needs to be “contributions of cash or services”

1. People taking action to install BMPs called for in the workplan, ie. cost of construction of acceptable BMPs (including labor, equipment & materials);
2. Cost or “value per hour” rate, multiplied by the number of hours of work performed to help carry out project work plan tasks, such as: service on the project Steering Committee; writing, copying and mailing water quality publications or watershed newsletters; participating directly in project activities; providing training or workshop sessions; designing or reviewing BMP or conservation plans, etc;
3. Cost of travel. Auto mileage rate cannot exceed the State of Maine Government allowance rate at the time mileage is accrued, available at www.maine.gov/osc/travel
4. Cost of office or field equipment rentals, and supplies used for the project; and
5. Project volunteers participating in meeting to receive training and contribute services to help implement project tasks and objectives, such as, volunteer time spent at a watershed survey training session. Note, people just attending a meeting or a workshop to hear about the project or NPS pollution issues is not eligible match because they are not 'contributing services' to the project.

3.7 Environmental Data Quality Assurance

If your project involves environmentally-related measurements such as water quality sampling, monitoring, or sample analysis, then the work must be completed in accord with a Quality Assurance Project Plan (QAPP) that is approved by DEP prior to data acquisition. In the work plan, applicants must identify the existing QAPP that will be utilized or describe preparation of a project-specific QAPP as a task. While preparation of a QAPP is not necessarily a burdensome task, it does require a level of planning and documentation greater than is needed for other projects. The key components of any QAPP are 24 elements described in "EPA Requirements for Quality Assurance Project Plans, EPA QA/R-5. See the following website to download the document: <http://www.epa.gov/quality/qs-docs/r5-final.pdf>

For projects using volunteer monitors, "The Volunteer Monitor's Guide to Quality Assurance Project Plans" is the appropriate guidance document. It is available at <http://www.epa.gov/owow/monitoring/volunteer/qappcovr.htm>

3.8 Operation & Maintenance of BMPs.

Recipients of 319 cost sharing for BMP construction must agree to properly operate and maintain BMPs for the conservation practice service life. The service life of a BMP shall be determined by the Provider and agreed upon by DEP. Operation & maintenance includes actions needed to keep the completed practice safe and functioning as intended, work to prevent deterioration of the practice, repairing damage, or replacement of the practice to its original condition if one or more components fail. DEP reserves the right to periodically inspect a practice for appropriate operation and maintenance.

SECTION 4 HOW TO APPLY

4.1 Contact MDEP for Information

Questions about this RFP must be directed in writing to:

Norm Marcotte, Bureau of Land and Water Quality
Maine Department of Environmental Protection
17 State House Station
Augusta, ME 04333

Or by e-mail to: norm.g.marcotte@maine.gov or fax at: (207) 287-7826.

- A. Questions must be in writing. Questions will be accepted until May 24, 2011.
- B. The Department will respond in writing to all substantive questions received. Questions and responses will be posted on the DEP website by May 31, 2011 at:
<http://www.maine.gov/dep/blwq/docgrant/319.htm>

4.2 Submitting the Proposal

Prepare the Proposal in the 4 Parts according to instructions provided in this RFP. Refer to Appendix 2 for "Instructions for Preparing Proposals".

Proposals must be submitted in a sealed package containing seven (7) complete copies of the Proposal. The package must be clearly marked with the bidder's return address and the notation "**Proposal: NPS Grants Program 2012**".

Do not mail or deliver the package to DEP. The package must be delivered to the:

Division of Purchases
Burton Cross Building, 4th Floor
111 Sewall Street
9 State House Station
Augusta, Maine 04333-0009

Proposals must be received at the Division of Purchases Office no later than 2:00 pm local time Wednesday June 8, 2011. The proposals will be opened by Division of Purchases and time/date stamped upon receipt.

IMPORTANT: Applicants should allow adequate time for delivery of the proposals.

Only proposals received and time/date stamped at the Division of Purchases prior to 2:00 p.m. local time on Wednesday June 8, 2011 will be considered.

DEP reserves the right to reject proposals that do not reasonably follow the Instructions for Preparing Proposals (Appendix 2).

DEP will not accept proposals with less than 40% non-federal match.

Appendix #1 DESCRIPTION OF PRIORITY WATERS

A. NPS Impaired Waters with Watershed-based Plan

DEP accepted the Watershed-based Plan for the following waterbodies / watersheds:

Annabessacook Lake (Monmouth)	Pleasant Pond (Gardiner)
Birch Stream (Bangor)	Pleasant River (Windham)
Bond Brook (Augusta)	Upper Prestile Stream (Fort Fairfield)
Capehart Brook (Bangor)	Sabattus Pond (Sabattus)
China Lake (China)	Spruce Creek (Kittery)
Dudley Brook (Castle Hill)	Threemile, Webber & Threecornered Ponds
East Pond (Smithfield)	Togus Pond (Augusta)
Hart Brook (Lewiston)	Unity Pond (Unity)
Long Creek (South Portland)	Whitten Brook (Skowhegan)
Long Pond (Belgrade)	Wilson Pond (Monmouth)
Pejajawoc Stream (Bangor)	

B. MAINE NONPOINT SOURCE PRIORITY WATERSHEDS LIST

COASTAL WATERS (17 total; listed geographically, west to east)

Piscataqua estuary Spruce Creek York River Ogunquit River estuary Webhannet River estuary Scarboro River estuary	Royal River estuary Cousins River estuary Harraseeket River estuary Maquoit Bay New Meadows river estuary Medomak River estuary	St. George River estuary Weskeag River Rockland Harbor Union River estuary Machias River estuary
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RIVERS & STREAMS (55 total; listed alphabetically by waterway and county; boldfaced entries are highest priority; * denotes community public drinking water supply)

Allagash River, Aroostook Bond Brook, Kennebec Branch Brook, York* Capisic Brook, Cumberland Caribou Stream, Aroostook Carrabassett River, Franklin Chandler Brook, Cumberland Chapman Brook, Oxford* Cobboosecontee Strm, Kennebec Cold River, Oxford Collyer Brook, Cumberland Crooked River, Oxford Daigle Brook, Aroostook Dennys River, Washington Dickey Brook, Aroostook Ducktrap River, Waldo East Machias River, Washington E Br Piscataqua R, Cumberland	Fish Brook, Somerset Frost Gully Strm, Cumberland Great Works River, York Kenduskeag Strm, Penobscot Kennebunk River, York Limestone Stream, Aroostook* Little Androscoggin R., Oxford Little Ossipee River, York LittleMadawaskaR., Aroostook* Long Creek, Cumberland MachiasRiver, Washington Medomak River, Lincoln Meduxnekeag River, Aroostook Mousam River, York Narraguagus R., Washington Nezinscot River, Oxford Nonesuch River, Cumberland Ossipee River, Cumberland Perley Brook, Aroostook Piscataqua River, Cumberland	Pleasant River, Cumberland Pleasant River, Washington Presque Isle Strm. (incl. North Brk.), Aroostook* Prestile Stream, Aroostook Presumpscot R., Cumberland Royal River, Cumberland Salmon Brook, Aroostook Salmon Falls River, York* Sebasticook River, Somerset Sheepscot River (incl. W. Branch), Lincoln Soudabscook Stream, Penobscot St. George River, Knox Stroudwater River, Cumberland Sunday River, Oxford Togus Stream, Kennebec Union River, Hancock Wesserunsett Stream, Somerset
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LAKES (181 total; listed alphabetically; boldfaced entries are highest priority; * denotes community public drinking water supply; town names are included only to identify general lake locations)

Adams Pond, Boothbay* Alamoosook Lake, Orland Alford Lake, Hope Allen Pond, Greene Anasagunticook Lake, Canton* Androscoggin Lake, Leeds Annabessacook Lake, Winthrop Bauneg Beg Pond, Sanford Bay of Naples, Naples Beach Hill Pond, Otis Bear Pond, Hartford Bear Pond, Waterford Beaver Pond, Bridgton Berry Pond, Winthrop Big Indian Pond, St. Albans Big Wood Pond, Jackman* Biscay Pond, Damariscotta	Bonny Eagle Lake, Buxton Boulter Pond, York* Branch Lake, Ellsworth* Branch Pond, China Brettuns Pond, Livermore Buker Pond, Litchfield Bunganut Pond, Lyman Caribou, Egg, Long Pd, Lincoln Carlton Pond, Winthrop* Center Pond, Lincoln Chases Pond, York* Chickawaukie Pond, Rockport China Lake, China* Clary Lake, Whitefield Cobbosseecontee L., Winthrop* Cochnewagon Lake, Monmouth Coffee Pond, Casco	Cold Stream Pond, Enfield Coleman Pond, Lincolnville Crawford Pond, Warren Crescent Pond, Raymond Crooked Pond, Lincoln Cross Lake, T17R5 Crystal Lake, Gray Damariscotta Lake, Jefferson* Dexter Pond, Winthrop Dodge Pond, Rangeley Duckpuddle Pond, Waldoboro Dyer Long Pond, Jefferson East Pond, Smithfield Echo Lake, Presque Isle Echo Lake, Readfield Ellis Pond, Roxbury Estes Lake, Sanford
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MAINE NONPOINT SOURCE PRIORITY WATERSHEDS LIST**LAKES (CONTINUED)**

Flying Pond, Vienna Folly Pond, Kittery* Folly Pond, Vinalhaven* Forest Lake, Windham Fresh Pond, North Haven* Grassy Pond, Rockport* Great Moose Lake, Hartland Great Pond, Belgrade Green Lake, Ellsworth Haley Pond, Rangeley Halls Pond, Hebron* Hancock Pond, Embden* Hancock Pond, Denmark Hermon Pond, Hermon Highland Lake, Windham Highland Lake, Bridgton Hogan Pond, Oxford Holland Pond, Limerick Horne Pond, Limington Hosmer Pond, Camden Ingalls Pond, Bridgton Island Pond, Waterford Kennebunk Pond, Lyman Keoka Lake, Waterford Knickerbocker Pond, Boothbay Lake Auburn, Auburn* Little Cobbosseecontee L. Winthrop Little Ossipee, Waterboro Little Penneesseewassee, Norway Little Pond, Damariscotta* Little Sebago, Windham Little Wilson Pond, Turner Long Lake, Bridgton Long Lake, T17 R4 WELS Long Pond, Belgrade & Rome Long Pond, Bucksport Long Pond, Southwest Harbor* Long Pond, Waterford Lovejoy Pond, Wayne Lower Narrows Pond, Winthrop Lower Range Pond, Poland Madawaska Lake, Westmanland Maranacook Lake, Winthrop Mattanawcook Pond, Lincoln	McGrath Pond, Oakland Meduxnekeag Lake, Oakfield Megunticook Lake, Lincolnville Messalonskee Lake, Sidney Middle Pond, Kittery* Middle Range Pond, Poland Mirror Lake, Rockport* Moose Hill Pd., Livermore Falls* Moose Pond, Sweden Mount Blue Pond, Avon* Mousam Lake, Shapleigh Nequasset Lake, Woolwich* Nokomis Pond, Newport* No Name Pond, Lewiston North Pond, Norway North Pond, Smithfield North Pond, Sumner* North Pond, Warren Norton Pond, Lincolnville Notched Pond, Raymond Otter Pond, Bridgton Panther Pond, Raymond Paradise Pond, Damariscotta Parker Pond, Casco Parker Pond, Vienna Parker Pond, Jay* Pattee Pond, Winslow Peabody Pond, Sebago Pemaquid Pond, Waldoboro Penneesseewassee Lake, Norway Phillips Lake, Dedham Pleasant Lake, Otisfield Pleasant Pond, Richmond Pleasant Pond, Turner Pleasant Pond, T4 R3 WELS Pocasset Lake, Wayne Pushaw Lake, Orono Quimby Pond, Rangeley Raymond Pond, Raymond Roberts Wadley Pond, Lyman Round Pond (Little), Lincoln Sabattus Pond, Sabattus Sabbathday L, New Gloucester	Saint Froid Lake, Eagle Lake* Saint George Lake, Liberty Salmon Lake, Belgrade Salmon Pond, Dover-Foxcroft* Sand Pond, Monmouth Sand Pond, Denmark Sebago Lake, Sebago* Sebasticook Lake, Newport Sennebec Pond, Union Seven Tree Pond, Warren Shaker Pond, Alfred Silver Lake, Bucksport* South Pond, Warren Spectacle Pond, Vassalboro Square Pond, Acton Starbird Pond, Hartland* Swan Lake, Swanville Swan Pond, Lyman Taylor Pond, Auburn Thomas Pond, Casco Thompson Lake, Oxford Threecornered Pond, Augusta Threemile Pond, Winsor Togus Pond, Augusta Torsey Pd., Mt. Vernon & Readfield Trickey Pond, Naples Tripp Pond, Poland Unity Pond, Unity Upper Narrows Pd, Winthrop* Upper Range Pond, Poland Varnum Pond, Wilton* Ward Pond, Sidney Wassooskeag Lake, Dexter* Watchic Pond, Standish Webber Pond, Vassalboro West Harbor Pond, Boothbay Hbr Whitney Pond, Oxford Wilson Lake, Acton Wilson Pond, Wilton Wilson Pond, Wayne Wood Pond, Bridgton Woodbury Pond, Monmouth Young Lake, Mars Hill*
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For more information refer to: <http://www.maine.gov/dep/blwq/docwatershed/prilist5.pdf>

APPENDIX #2

INSTRUCTIONS FOR PREPARING PROPOSALS

A. PROPOSAL CONTENTS in 4 PARTS - The proposal package must contain 7 copies of the proposal, each copy in 4 PARTS as follows:

____ PART 1. COVER LETTER. A completed cover letter on applicant letterhead signed by an official authorized to submit a proposal on behalf of the applicant. NOTE: If the applicant is not a public agency or unit of government, then include a statement in the cover letter certifying that the applicant has federal tax exempt status under 501(c)(3) of the U.S. Internal Revenue Code.
(no more than 1 page)

____ PART 2. QUALIFICATIONS. Present a brief summary of applicant qualifications to carry out the project and manage a grant. Summarize relevant experience and financial, administrative, and technical qualifications of the organization. Summarize relevant experience of the person to be assigned to manage the project.
(no more than 2 pages)

____ PART 3. LOCATION MAP. Provide a location map of the project watershed area on one page of 8.5" by 11" paper clearly showing the waterbody(s), town(s) and delineating the watershed boundary.
(no more than 1 page)

____ PART 4. WORK PLAN. Follow the Instructions for Work Plan Content and Format, below.

NOTE: The entire proposal consisting of 4 parts cannot exceed a total of 18 pages

B. INSTRUCTIONS for WORK PLAN CONTENT and FORMAT

1. Work Plan. Prepare the work plan in a direct concise style using a size #11 font and one inch margins. The work plan shall be no more than 7 pages.
2. Attachments. Attachments to the work plan (such as candidate NPS sites list, letters of support, etc.) may not exceed 7 pages. If a letter of support is attached, it should exhibit a level of commitment to provide some specific work, services, or funds for the project.

Examples of Work Plans

DEP posted 3 examples of NPS workplans on the NPS Grants webpage to help respondents see the content, scope and format of a NPS project work plan.

<http://www.maine.gov/dep/blwq/docgrant/319.htm>

List headings in sequence as follows:

PROJECT TITLE & GRANTEE NAME: Provide a *short* descriptive project name, and the name of the Grantee that will be responsible for the project.

WATERSHED INFORMATION:

1. Provide a brief summary of the physical characteristics of the watershed and waterbody. Summarize information about water quality of the waterbody.
2. Summarize the extent of uses of the waterbody by the public. Consider uses including, but not limited to: drinking water supply; public recreational opportunities; scenic and aesthetic benefits; aquatic and terrestrial habitat benefits, and commercial benefits; and potential for increased public use and improved habitat. Describe public access to the waterbody.
3. Provide background information on recent NPS actions in the watershed that indicate the proposed project is appropriate and likely to be successful.
4. Summarize local conditions that could have an impact on the project's outcome including, but not limited to: presence or absence of: water quality related municipal ordinances; watershed / environmental organizations, road associations, road maintenance plans.

PROBLEM / NEED: Concisely describe the problem and need: Considering the entire watershed, summarize the important nonpoint pollution sources; any relevant assessment reports; and the specific water quality problem(s) that needs to be addressed. Summarize information regarding important nonpoint sources in the watershed. For a proposal for a "NPS Watershed Implementation Project" - summarize the findings of the NPS Watershed Survey or other assessment of nonpoint sources and specific NPS sites.

PURPOSE: In 4 sentences or less, state the specific purpose of the project.

PROJECT DURATION:

Project start date: month/year

Project completion date: month/year

Project duration may be up to 24 months for a NPS Watershed Implementation Project or Watershed-based Planning Project and up to 12 months for a NPS Watershed Survey.

GENERAL PROJECT PLAN: Present a concise explanation or abstract-like summary (1/3 to 1 page) of what the project will do, who will do it, how it will be implemented. This section should lend itself as a "snapshot" overview of the key aspects of the project.

<p>NOTE: If the project will involve a significant level of services to be provided by a different entity, then: (1) state that in the this section - General Project Plan; and (2) provide a signed letter (attachment to the work plan) from the entity to the grantee indicating their commitment to provide those services.</p>

Certain NPS Watershed Implementation Projects need to be designed to anticipate a 2nd phase or more phases. If additional phases of the project are anticipated, briefly describe the goal of each phase.

Example: The proposed project is intended to be the first phase of a longer-term effort. We anticipate two additional phases will be needed to address the remaining priority sites in the northwestern section of the watershed (Phase II) and southern section of the watershed (Phase III). For Phase II, the anticipated goal is to address about 30 high and medium priority NPS sites, a major road erosion control project on

Route 72, and shoreline stabilization at the public boat launch. For Phase II, the anticipated goal is to address the remaining medium and high priority NPS sites. All phases will continue outreach work and technical assistance to help watershed residents recognize NPS problems and adopt BMPs

TASKS, SCHEDULES & ESTIMATED COSTS: List each major project tasks in numbered sequence (4 to 10 tasks). For each task identify who will do it, what will be done, and a cost estimate. The work to be performed must be quantified as much as possible (Examples: installing BMPs at 15 NPS Sites; install 36,000 square feet of riparian planting along 1200 feet of stream; 4 workshops, adopting two ordinances, etc.). If a task cannot be readily quantified then the actions should be explained in specific enough terms so that the work to be done and the expected outcome is clear. Identify any subcontracts for services that will be needed. Provide a date (month/year) for the starting and completion of each task, and a task cost estimate (grant + match = total estimate).

For examples of task descriptions, refer to examples of work plans at the NPS Grants webpage <http://www.maine.gov/dep/blwq/docgrant/319.htm>

1. For all projects:

Label Task 1 as "Project Management". Task 1 should reflect work and cost relating to overall project management and administration, such as collaboration with key partners to manage the project, grant agreement management, preparation of progress and final project reports, account management, etc.

2 .NPS Watershed Implementation Projects Only:

- a. Cost Sharing Agreement. If cost sharing is planned, then the work plan must identify the types of BMPs proposed to be eligible for cost sharing, the cost sharing rate, potential installation sites and indicate a "Cost Sharing Agreement" will be used.
- b. NPS Sites & Candidate NPS Sites.
For installation of BMPs at specific NPS sites, provide a description (and/or sketch) of each NPS site, including conditions at the site causing polluted runoff likely to reach surface waters. Note that cost sharing of grant funds may not be used for maintenance of existing BMPs.

Candidate NPS Sites. If a task involves installation of BMPs at numerous sites and commitments for specific sites are not secured, then provide a list of "Candidate NPS Sites" from which the final sites will eventually be chosen. Candidate site list descriptions should provide a clear depiction of the specific site condition, including how the site is a source of polluted runoff and whether the pollution/impact level is high, medium or low. Concisely describe each candidate NPS site: site name/location; conditions at the site causing polluted runoff likely to reach surface waters; the BMP(s) needed, and preliminary cost estimate. In the case of NPS sites on roads, describe each specific candidate NPS site on the road causing polluted runoff likely to reach surface waters. Note that cost sharing of grant funds may not be used for maintenance of existing BMPs.

- c. Pollutant Reduction Estimates. An implementation project designed to control sediments and/or nutrients are required to estimate the NPS pollutant load reductions achieved. For consistency, DEP requests applicants to include a task labeled "Pollutant Reduction Estimates". Grantees must state that DEP's standard form Pollutants Controlled Report (PCR) will be submitted to DEP no later than December 31 of each year until completion and closeout of the project. The PCR summarizes the NPS sites, load reductions and method used to produce the estimates.
- d. Outreach. If outreach is planned, refer to DEP's "Outreach Guidance for NPS Watershed Implementation Projects" (4 p). The guidance is intended to help NPS RFP users develop more effective outreach task(s) to help accomplish the objectives of a "NPS Watershed Implementation Project" <http://www.maine.gov/dep/blwq/docgrant/319.htm>

DELIVERABLES: Generally "Deliverables" are the 4 to 6 major products or outcomes of project work. Deliverables must be provided to MDEP. Progress Reports and the Final Project Report are Deliverables that are required for all projects. Examples of deliverables and how they should be listed in the work plan:

1. Sub-agreements; Progress Reports, Final Project Report (Task 1)"
2. Intercept survey results (pre and post); project brochure; press release (Task 3)
3. NPS Site Report for each NPS site (Task 5)
4. Pollutants Controlled Report (PCR) each year until project completion (Task 8)
5. Draft and Final NPS Watershed Survey (Task 6, 7)
6. Summary table listing outcome of staff work to prompt landowners to install BMPs (using their own funds): NPS site, landowner name, brief description of problem, BMPs recommended, and BMPs implemented, if any

INTERAGENCY COORDINATION, ROLES & RESPONSIBILITIES: Briefly list the participation and commitment expected from other governmental or non-governmental organizations (municipalities, watershed associations, interest groups, federal, state, or regional agencies, etc.). List role(s) of each group. Examples: project advisor, technical assistance, funding support, outreach services; steering committee, etc.

EXPECTED ENVIRONMENTAL RESULTS: *Include this only for "NPS Watershed Implementation Projects"* Provide a concise statement of the expected environmental result, outcome, or end-state that this project would likely achieve. (refer to section 2.1.D.)

PROJECT COORDINATOR: Provide the name, organization, mailing address, telephone number, and e-mail address of the one contact person for the Grantee.

ESTIMATED TOTAL COST, FEDERAL & NON-FEDERAL SOURCES:

- A. List total amount of NPS grant funds, non-federal matching funds, any other funds, and total costs. example:
Federal (Section 319 Funds) - \$ 60,000; Nonfederal match - \$ 40,000; Total - \$100,000

B. Summarize source(s) of match and the dollar value planned.

<u>Sources of Match:</u>	<u>Dollar Value Planned</u>
Nice Watershed Asso.	\$12,000
Johnson Farm, Inc	\$ 8,000
Redsky, Town of	\$20,000

BUDGET INFORMATION: Provide estimated project costs according to the cost categories described in Appendix 3.

The sum of cost estimates listed in work plan tasks should equal cost estimates listed in the table "Part 2, Budget Estimates by Cost Category", excluding indirect costs.

Note: Inaccuracies in adding budget page figures, not checking budget figures against cost estimates in the tasks, or incorrectly following the required budget format with "cost categories" are common causes of work plan deficiencies that may impact evaluation scores. Take care to reasonably follow the Appendix 3 budget format, including the proper cost category headings and double check the numbers before submitting the proposal.

APPENDIX #3

PREPARING BUDGET ESTIMATES for NPS PROJECTS

As part of the project work plan applicants are required to submit estimates of project costs according to the cost categories in the two-part format shown below. Applicants should include a footnote under the Part 2 table if a list or detailed description is needed to adequately describe budget estimates within a cost category.

Part 1, Estimated Personnel Expenses (Grantee staff only):

Position Name & Title	Hourly Rate	Number of Project Hours	Salary & Fringe	Total Grantee Personnel Expenses
1.				
2.				
3.				
Totals				

Part 2, Budget Estimates by Cost Category:

<i>Cost Category</i>	<i>Federal 319 Grant</i>	<i>Non-Federal Match</i>	<i>Total Cost</i>
Salary & Fringe (from Part 1)			
Supplies			
Construction			
Contractual			
Donated Services - Labor			
Travel (total mileage, rate/mile)			
Equipment			
Other (specify)			
Indirect			
Totals			

Notes:

1. Prepare budget estimates according to Cost Categories described on the next page.
2. DEP will not accept proposals with less than 40% non-federal match.

Cost Category Descriptions: “Preparing Budget Estimates for NPS Projects”

Salary & Fringe..... salaries and fringe benefits to be paid for work on the project by grantee staff, as reflected in Part 1. “Totals” in Part 1 are used to complete the “Salary and Fringe” category under Part 2. Salary & Fringe should reflect only costs for personnel employed by the grantee.

Contractual.....cost for a contract for the purchase of services (such as engineering, water quality, management services, etc) that will be provided to the grant recipient. The type of services, cost per hour, number of hours should be described in a note under Part 2.
Contracts for construction should be placed in the construction cost category

Construction.....Construction costs for design, materials, labor, equipment rental for BMPs at NPS Sites. If applicable, include the value of volunteer services associated with construction on this line in the column for match.

Donated services - labor... value of volunteer personnel services (exclude construction) to be used to meet match requirements. Includes the total value of labor (based on hours of work) donated to help accomplish the project. Note, place value of volunteer labor associated with construction in the cost category for construction.

Supplies..... office/field/lab supplies, data processing materials, books, paper and other office supplies, etc. If supply costs are greater than two percent (2%) of the grant award, then the grantee must itemize the costs in a note under Part 2.

Travel.....project related charges for travel activities (travel, tolls, and auto rental charges). Vehicle costs should be shown as the number of miles times the mileage rate being applied. Mileage rate cannot exceed the State of Maine rate in effect during the travel (rate after 01/01/09 is \$0.44/mile).

Equipment.....any single article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost of more than \$3000.

Other...any direct costs not included in one of the above categories.....May include costs for postage, publication and printing, license fees, equipment maintenance and repair, computer software, or other eligible costs.

Indirect Costs..... A grantee intending to claim indirect costs must confirm in writing to DEP that they operate according to an “indirect cost rate proposal” that conforms to the applicable "Cost Principles" (Circular A-21, A-87 or A-122) available from the Federal Office of Management and Budget. Identify the indirect cost rate and the estimated total amount

APPENDIX #4

AdvantageME CT No: _____
STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Agreement to Purchase Services

THIS AGREEMENT, made this ____ day of 2011, is by and between the State of Maine, Department of Environmental Protection, hereinafter called "Department," and _____, located at _____, telephone number _____, hereinafter called "Provider", for the period of _____ to _____.

The Employer Identification Number of the Provider is VC_____

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Department, the Provider hereby agrees with the Department to furnish all qualified personnel, facilities, materials and services and in consultation with the Department, to perform the services, study or projects described in Rider A for (insert NPS Project ID#, NPS project title here), and under the terms of this Agreement. The following riders are hereby incorporated into this Agreement and made part of it by reference:

- Rider A - Specifications of Work to be Performed
- Rider B - Payment and Other Provisions
- Rider C – Exceptions to Rider B - None
- Rider D – Debarment for Federal Funds
- Rider E - EPA Performance Partnership Grant Terms & Conditions
- Rider F – Trafficking Victims Protection Act of 2000 (TVPA)
- Rider G – Identification of Country in Which Contracted Work will be Performed

WITNESSETH, that this contract is consistent with Executive Order 01 FY 08/09 or a superseding Executive Order, and complies with its requirements.

IN WITNESS WHEREOF, the Department and the Provider, by their representatives duly authorized, have executed this agreement in one original copy.

DEPT. OF ENVIRONMENTAL PROTECTION

By: _____
Commissioner

and

By: _____
Name and Title, Provider Representative

Total Agreement Amount: \$_____

Approved: _____
Chair, State Purchases Review Committee

BP54 EO (Rev 12/09 DEP)

Encumbrance # _____
 Department of Environmental Protection
 Vendor Name _____

AdvantageME ACCOUNT CODING

FY10 (July 1, 2009 – June 30, 2010)

VC NUMBER	TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	ACTIV	SUB ACTIV	PROGRAM
VC	\$		06A						

FY11 (July 1, 2010 – June 30, 2011)

VC NUMBER	TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	ACTIV	SUB ACTIV	PROGRAM
VC	\$		06A						

The sources of funds and compliance requirements for this Agreement are as follows:

For federal 319 funding (delete if n/a):

\$_____ from the U.S. Environmental Protection Agency 2009 Performance Partnership Grant (PPG) [BG-99182903](#), Catalog of Federal Domestic Assistance (CFDA) 66.605. Use of funds shall be in accordance with restrictions contained in the appropriate CFDA; with applicable provisions of “Uniform Administrative Requirements for Grants” 40 CFR Parts 30 or 31; with applicable federal OMB Circulars (see <http://www.whitehouse.gov/omb/circulars/index.html> for list of federal circulars); and with the terms of this Agreement.

For federal 604b funding (delete if n/a):

\$_____ from the U.S. Environmental Protection Agency **FFY2009** Water Quality Management Planning Grant # [enter number](#), Catalog of Federal Domestic Assistance (CFDA) 66.454. Use of funds shall be in accordance with restrictions contained in the appropriate CFDA; with applicable provisions of “Uniform Administrative Requirements for Grants” 40 CFR Parts 30 or 31; with applicable federal OMB Circulars (see <http://www.whitehouse.gov/omb/circulars/index.html> for list of federal circulars); and with the terms of this Agreement.

RIDER A
SPECIFICATIONS OF WORK TO BE PERFORMED

I. AGREEMENT SUMMARY

Under this Agreement, the Department is providing federal funds for a project to assess, plan for, and/or implement control strategies to prevent or reduce water pollution in Maine.

II. REPORTING REQUIREMENTS

A. Progress Reports (PR). Provider agrees to submit a semi-annual Progress Report on each due date (November 15 and May 15) until the Department receives the Final Project Report. Progress reports summarize project activity in six month increments. The six month report periods are from November 1 to April 30 and May 1 to October 31. Progress Reports must be completed according to content and format guidelines described in the Department document, 'NPS Grant Administrative Guidelines'. The Department will use Progress Reports to monitor Provider activities relating to the Project to help ensure that work is done according to this Agreement and that federal awards are used for authorized purposes.

B. Final Project Report (FPR). Provider agrees to submit to the Department a Final Project Report to document project work accomplishments, deliverables, funds expense and non-federal match. This report must be completed according to content and format guidelines described in the NPS Grant Administrative Guidelines.

C. Other Reports. Provider agrees to submit such other reports or information defined in the Project work plan as a "deliverable", or as may be requested by the Agreement Administrator to reasonably fulfill the terms of this Agreement.

III. SPECIFICATIONS / PERFORMANCE GUIDELINES

Provider agrees to conduct the activities described in the Project work plan #xxxxxxx, "xxxxxxxxxxxxxxxxxxxxxxxx", incorporated into this Agreement as "Attachment A" and also referenced as the "Project", according to the following:

A. Work Plan. Provider is responsible for implementing the Project including all Project work plan tasks, schedules, costs, and deliverables.

B. Startup & Closeout. The Project will commence as soon as possible after the effective date of this grant agreement. The Provider is obliged to take action to conduct the work as scheduled and to close out the project by the project completion date specified in the work plan.

C. Best Management Practices. When construction activities are required by the Project work plan, Provider will use "best management practices" (BMPs) recommended by or otherwise acceptable to the Department.

D. Operation & Maintenance of BMPs. Recipients of 319 cost sharing for BMP construction must agree to properly operate and maintain BMPs for the conservation practice service life. The service life of a BMP shall be determined by the Provider and agreed upon by DEP. Operation & maintenance includes actions needed to keep the completed practice safe and functioning as intended, work to prevent deterioration of the practice, repairing damage, or replacement of the practice to its original condition if one or more components fail. DEP reserves the right to periodically inspect a practice for appropriate operation and maintenance.

E. Environmental Data Quality Assurance. If the project involves environmentally-related measurements such as water quality sampling, monitoring, or sample analysis, then the work must be completed in accordance with a Quality Assurance Plan that is approved by Department prior to data acquisition. For more information about the Department quality management system refer to <http://www.maine.gov/dep/qms.htm>

E. Acknowledgement. Provider shall acknowledge the Department and the USEPA in any materials, presentations, or press releases produced relative to the Project as follows: "Funding for this project, in part, was provided by the U.S. Environmental Protection Agency under Section 319 [or Section 604(b)] of the Clean Water Act. The funding is administered by the Maine Department of Environmental Protection in partnership with EPA."

F. Provider Project Coordinator (PC). The Provider will assign an individual to serve as Project Coordinator to represent the Provider. The Project Coordinator will serve as Provider's primary contact with the Department for project activities.

G. Department Agreement Administrator (AA). The Department will assign a staff person to serve as its Agreement Administrator to represent the Department regarding this grant agreement. Refer to Rider B, provisions 5 and 6 for more information about the Department Agreement Administrator.

RIDER B

METHOD OF PAYMENT AND OTHER PROVISIONS

1. **AGREEMENT AMOUNT** \$XXXXX

2. **INVOICES AND PAYMENTS**

Payments are subject to the Provider's compliance with all items set forth in this Agreement and subject to the availability of funds. The Department will process approved payments within 30 days. A final invoice(s) must be submitted by Provider within 45 days of contract end date.

a. Payment Methods. Payments will be made on a reimbursement basis for costs incurred, except the Department may issue an advance payment due to hardship.

b. Advances. The Department may issue an advance payment to the Provider under the following circumstances:

- i. Provider submits a written declaration to Department to demonstrate that hardship will result without the advance. Regarding any single advance payment request, the Department will require the Provider to declare that "We cannot carry out the project if payment is made on a reimbursement basis. This advance payment is necessary due to lack of sufficient cash on hand to carry out the project". Hardship shall mean an unavoidable and existing lack of financial capacity for carrying out administrative, operational and managerial functions required under this Agreement; and
- ii. Provider maintains procedures to minimize the time elapsing between its receipt of advance funds and its disbursement of the funds. The Provider shall disburse the advance payment within fifteen (15) business days of receiving the payment.
- iii. Report of Advance Disbursement. By the 1st of each month Provider shall notify the Department in writing of advances received or present during the prior month until the funds are fully disbursed. The report shall include the date the advance was received and the date the advance was fully disbursed.
- iv. If the Provider fails to disburse the funds within 15 business days, the Provider shall return the funds to the Department.
- v. The Department may request that the Provider submit information to verify hardship.

c. Payment Criteria. Department shall pay Provider for allowable and verifiable grant costs for work on the Project. The Department will issue a payment if Provider exhibits adequate compliance and performance according to terms of this Agreement. Payments are subject to Provider compliance with all items set forth in this Agreement and subject to the availability of funds.

d. Invoices. The Department shall furnish the Provider with the invoice form to be used for requesting payment. Requests for payment shall be made no more frequently than every thirty (30) days. The Department will process approved payments within 30 days. A final invoice must be submitted by the Provider within 45 days of the contract end date.

e. Retained Funds. The Department shall retain ten percent (10%) of the Agreement amount until the Project is completed to its satisfaction. This retained amount shall be paid to Provider upon: (1) Department's receipt and approval of Provider's request for payment for that amount; and (2) Department's finding that the Final Project Report, all Project deliverables, and match documentation has been submitted and is satisfactory.

f. Records. Provider shall maintain records describing and verifying all project expenses, and shall make these records available for review to the Department or its agent(s) upon reasonable prior notice.

3. **BENEFITS AND DEDUCTIONS** If the Provider is an individual, the Provider understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for his/her Income Tax records.

4. **INDEPENDENT CAPACITY** In the performance of this Agreement, the parties hereto agree that the Provider, and any agents and employees of the Provider shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.

5. **DEPARTMENT'S REPRESENTATIVE** The Agreement Administrator shall be the Department's representative during the period of this Agreement. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Department when payments under the Agreement are due and the amounts to be paid. He/she shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.

6. **AGREEMENT ADMINISTRATOR** All progress reports, correspondence and related submissions from the Provider shall be submitted to:

Name: XXXXX

Title: XXXXX

Address: XXXXX

who is designated as the Agreement Administrator on behalf of the Department for this Agreement, except where specified otherwise in this Agreement.

7. **CHANGES IN THE WORK** The Department may order changes in the work, the Agreement Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Purchases Review Committee. Said amendment must be effective prior to execution of the work.

8. **SUB-AGREEMENTS** Unless provided for in this Agreement, no arrangement shall be made by the Provider with any other party for furnishing any of the services herein contracted for without the consent and approval of the Agreement Administrator. Any sub-agreement hereunder entered into subsequent to the execution of this Agreement must be annotated "approved" by the Agreement Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the Provider and its employees assigned for services thereunder.

9. **SUBLETTING, ASSIGNMENT OR TRANSFER** The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Agreement Administrator. No subcontracts or transfer of agreement shall in any case release the Provider of its liability under this Agreement.

10. **EQUAL EMPLOYMENT OPPORTUNITY** During the performance of this Agreement, the Provider agrees as follows:

- a. The Provider shall not discriminate against any employee or applicant for employment relating to this Agreement because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Provider shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

- b. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Agreement, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.
- c. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining agreement, or other agreement or understanding, whereby it is furnished with labor for the performance of this Agreement a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.
- e. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.
- f. Contractors and subcontractors with contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs.
- g. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

11. **EMPLOYMENT AND PERSONNEL** The Provider shall not engage any person in the employ of any State Department or Agency in a position that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. The Contractor shall not engage on a full-time, part-time or other basis during the period of this Agreement, any other personnel who are or have been at any time during the period of this Agreement in the employ of any State Department or Agency, except regularly retired employees, without the written consent of

the State Purchases Review Committee. Further, the Provider shall not engage on this project on a full-time, part-time or other basis during the period of this Agreement any retired employee of the Department who has not been retired for at least one year, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

12. **STATE EMPLOYEES NOT TO BENEFIT** No individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise there from directly or indirectly that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. No other individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise there from directly or indirectly due to his employment by or financial interest in the Provider or any affiliate of the Provider, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

13. **WARRANTY** The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Agreement and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. **ACCESS TO RECORDS** As a condition of accepting a contract for services under this section, a contractor must agree to treat all records, other than proprietary information, relating to personal services work performed under the contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the contractor and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the contract and information concerning employee and contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Agreement and make such materials available at its offices at all reasonable times during the period of this Agreement and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.

15. **TERMINATION** The performance of work under the Agreement may be terminated by the Department in whole, or in part, whenever for any reason the Agreement Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be effected by delivery to the Provider of a Notice of Termination specifying the extent to which performance of the work under the

Agreement is terminated and the date on which such termination becomes effective. The Agreement shall be equitably adjusted to compensate for such termination, and modified accordingly.

16. **GOVERNMENTAL REQUIREMENTS** The Provider warrants and represents that it will comply with all governmental ordinances, laws and regulations.

17. **GOVERNING LAW** This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Agreement shall be brought in State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.

18. **STATE HELD HARMLESS** The Provider agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (hereinafter in this paragraph referred to as "claims") resulting from or arising out of the performance of this Agreement by the Provider, its employees, agents, or subcontractors. Claims to which this indemnification applies include, but without limitation, the following: (i) claims suffered or incurred by any contractor, subcontractor, material person, laborer and any other person, firm, corporation or other legal entity (hereinafter in this paragraph referred to as "person") providing work, services, materials, equipment or supplies in connection with the performance of this Agreement; (ii) claims arising out of a violation or infringement of any proprietary right, copyright, trademark, right of privacy or other right arising out of publication, translation, development, reproduction, delivery, use, or disposition of any data, information or other matter furnished or used in connection with this Agreement; (iii) Claims arising out of a libelous or other unlawful matter used or developed in connection with this Agreement; (iv) claims suffered or incurred by any person who may be otherwise injured or damaged in the performance of this Agreement; and (v) all legal costs and other expenses of defense against any asserted claims to which this indemnification applies. This indemnification does not extend to a claim that results solely and directly from (i) the Department's negligence or unlawful act, or (ii) action by the Provider taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Department in accordance with this Agreement.

19. **NOTICE OF CLAIMS** The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed related in any way to the Agreement or which may affect the performance of duties under the Agreement, and prompt notice of any claim made against the Provider by any subcontractor which may result in litigation related in any way to the Agreement or which may affect the performance of duties under the Agreement.

20. **APPROVAL** This Agreement must have the approval of the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.

21. **LIABILITY INSURANCE** The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Agreement with adequate liability coverage to protect itself and the Department from suits. Providers insured through a "risk retention group" insurer prior to July 1, 1991 may continue under that arrangement. Prior to or upon execution of this Agreement, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.

22. **NON-APPROPRIATION** Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-

appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

23. **SEVERABILITY** The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

24. **INTEGRATION** All terms of this Agreement are to be interpreted in such a way as to be consistent at all times with the terms of Rider B (except for expressed exceptions to Rider B included in Rider C), followed in precedence by Rider A, and any remaining Riders in alphabetical order.

25. **FORCE MAJEURE** The Department may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The Department may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

26. **SET-OFF RIGHTS** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Agreement up to any amounts due and owing to the State with regard to this Agreement, any other Agreement, any other Agreement with any State department or agency, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

27. **ENTIRE AGREEMENT** This document contains the entire Agreement of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Agreement that any implied waiver occurred between the parties which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Agreement, or to exercise an option or election under the Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement or at law.

RIDER C

EXCEPTIONS TO RIDER B

RIDER D
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS

This certification is required by the requisitions implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE SIGNING CERTIFICATION, READ ATTACHED INSTRUCTIONS
WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification and
 - (d) Have not within a three-year period preceding this application/-proposal had one or more public transactions (Federal State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation of this proposal.

Name and Title of Authorized Representative

Signature

Instruction for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department of Environmental Protection (DEP) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the DEP determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the DEP may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DEP if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms “covered transaction,” “debarred,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the DEP for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DEP.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," provided by the DEP, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transaction.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check e List of Parties Exclude From Excluded From Procurement or No procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DEP may terminate this transaction for cause or default.

RIDER E

EPA Performance Partnership Grant TERMS & CONDITIONS

1. UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES

In accordance with the USEPA's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under assistance programs, the Sub-recipient agrees to take Six Good Faith Efforts to assure that disadvantaged business enterprises are used as subcontractors, when possible.

A. Fair Share Objective Goal

The overall Disadvantaged Business Enterprises (DBE) "fair share" goal for this Agreement is 5.45%. Goals for Minority-Owned Business Enterprises (MBE) and Women-Owned Business Enterprises (WBE) participation are 1.11% for MBE and 4.34% for WBE. The Sub-recipient must demonstrate a good faith effort toward meeting the goals.

To identify certified MBE and WBE firms for the purposes of compliance with the terms of this Agreement, at a minimum, the Sub-recipient will use the DBE list maintained by the Maine Department of Transportation and available on their website at <http://www.maine.gov/mdot/disadvantaged-business-enterprises/pdf/directory.pdf>. For trades not listed in the MDOT directory, additional certified businesses may be listed in the Massachusetts State Office of Minority and Women Business Assistance (SOMWBA) web site, found at: <http://www.somwba.state.ma.us>

B. Six Good Faith Efforts, 40 CFR, Part 33.301.

The Sub-recipient agrees to make the following six good faith efforts whenever procuring construction, equipment, services and supplies under this agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (1) Require Disadvantaged Business Enterprises (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State, and local government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (2) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (3) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum

participation by DBEs in the competitive process.

(4) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(5) Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce in finding DBEs.

(6) If the prime contractor awards subcontracts, require the prime contractor to take the steps in

C. Contract Administrative Provisions, 40 CFR, Section 33.302

The Sub-recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

D. MBE/WBE REPORTING

The Sub-recipient is required to submit MBW/WBE Utilization Reports to the Department until the project is completed. The Department will provide a Form for the MBE/WBE Utilization Report.

2. DRUG-FREE WORKPLACE CERTIFICATION FOR ALL EPA RECIPIENTS

The recipient organization of this EPA assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200 - 36.230. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award. Those recipients who are individuals must comply with the drug-free provisions set forth in Title 40 CFR 36.300.

The consequences for violating this condition are detailed under Title 40 CFR 36.510. Recipients can access the Code of Federal Regulations (CFR) Title 40 Part 36 at http://www.access.gpo.gov/nara/cfr/waisidx_06/40cfr36_06.html.

3. HOTEL-MOTEL FIRE SAFETY

Pursuant to 40 CFR 30.18, if applicable, and 15 USC 2225a, the recipient agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.

4. LOBBYING AND LITIGATION - ALL RECIPIENTS

The chief executive officer of this recipient agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The recipient shall abide by its respective OMB Circular (A-21, A-87, or A-122), which prohibits the use of federal grant funds for litigation against the United States or for lobbying or other political activities

5. LOBBYING – ALL RECIPIENTS

The recipient agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. The recipient shall include the language of this provision in award documents for all subawards exceeding \$100,000, and require

that subrecipients submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

6. MANAGEMENT FEES

Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

7. RECYCLING AND WASTE PREVENTION

In accordance with the polices set forth in EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007) and or 40 CFR 30.16, the recipient agrees to use recycled paper and double sided printing for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

- **STATE AGENCIES AND POLITICAL SUBDIVISIONS**

In accordance with Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962) any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth. Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.

8. AUDIT REQUIREMENTS

Federal regulations stipulate that an audit is required for any subgrantee expensing more than \$500,000 in funds from all federal sources within a fiscal year (see Title 40, Chapter 1, Part 31, Subpart C, Section 31.26). Sub-recipient agrees to comply with this requirement. In the event that an audit is necessary relative to Section 31.26, Sub-recipient agrees to meet the audit requirements of that section and to submit a copy of the audit report to the Department. This audit report may be part of the organization's annual audit. In that event, the portion(s) of the audit report relating to the Project shall be highlighted so as to be readily located and accessed.

9. PAYMENT TO CONSULTANTS

EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. As of January 1, 2009, the limit is \$587.20 per day and \$73.40 per hour. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices).

Subagreements with firms for services which are awarded using the procurement requirements in 40 CFR 30 or 31, as applicable, are not affected by this limitation unless the terms of the contract provide the recipient with responsibility for the selection, direction, and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 40 CFR 31.36(j) or 30.27(b).

10. COPYRIGHTS

Abide by 40 CFR section 31.34, which allows the U.S. Environmental Protection Agency (EPA) a royalty free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for federal government purposes, (1) the copyright in any work developed under a grant, sub-grant, or agreement and (2) any rights of copyright to which a grantee, sub-grantee, or a contractor purchases ownership with grant support.

11. EQUIPMENT

Abide by 40 CFR section 31.32 regarding disposition of equipment acquired using federal funds provided by this agreement.

RIDER F
TRAFFICKING VICTIMS PROTECTION ACT OF 2000 (TVPA)

You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not engage in severe form of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced laboring in the performance of the award or subawards under the award. (See section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104 (g)).

RIDER G
IDENTIFICATION OF COUNTRY
IN WHICH CONTRACTED WORK WILL BE PERFORMED

Please identify the country in which the services purchased through this contract will be performed:

- United States. Please identify state: Maine**
- Other. Please identify country: _____**

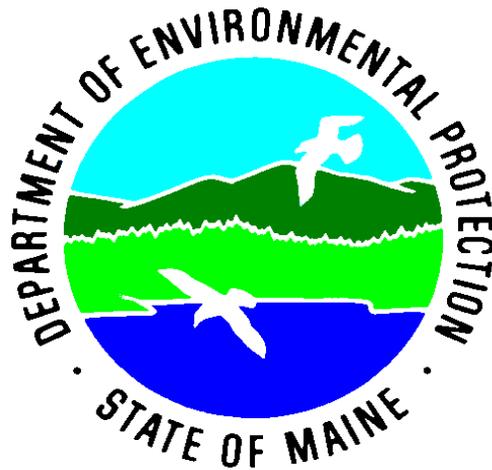
Notification of Changes to the Information

The Provider agrees to notify the Division of Purchases of any changes to the information provided above.

Nonpoint Source Grant Administrative Guidelines

Nonpoint Source Grants Program

June 2010



Maine Department of Environmental Protection
Bureau of Land & Water Quality
Division of Watershed Management
#17 State House Station
Augusta, Maine 04333
www.maine.gov/dep/blwq/docgrant/319.htm

Agency Contact: Norm Marcotte
tel: 207-287-7727
email: norm.g.marcotte@maine.gov

NPS Grant Administrative Guidelines

Nonpoint Source Grants Program

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ATTACHMENTS

Attachment A	Progress Report - NPS Grant: Instructions
Attachment B	Final Project Report: Instructions
Attachment C	Non-Federal Match Documentation - Example
Attachment D	NPS Site Report Form
Attachment E	Invoice Forms
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NPS Grant Administrative Guidelines

Maine Nonpoint Source Grants Program

Purpose

Grantees conducting a Nonpoint Source Pollution Control Project are obliged to administer the project in accordance with the Grant Agreement (contract). The Grant Agreement requires grantees to use these Guidelines to comply with reporting requirements.

These Guidelines: (1) detail reporting requirements, and (2) provide other information to help Grantees administer a NPS project to comply with the Grant Agreement. The Guidelines apply to all NPS grant projects and supercede NPS Grant Administrative Guidelines, October 2004.

Section 1. Grantee Responsibilities

A. Grant Agreement

Grantees are obliged to administer the project in accordance with the Grant Agreement (contract). The Grant Agreement describes Grantee responsibilities in 3 riders:

- Rider A. Specifications of Services to be Provided (includes the Project Work Plan);
- Rider B. Methods of Payment and Other Provisions; and
- Rider C. Certifications

B. Summary of Grantee Responsibilities

This section provides a summary of Grantee responsibilities for administering a Grant Agreement.

1. Conduct the project or program activities as described in the Project Work Plan.
2. A Grantee is obliged to take action to conduct the work as scheduled and to close out the project by the project completion date specified in the "project duration" section of the work plan (typically - 1 year for watershed survey; & 2 years for implementation project).
3. Send all reports, correspondence, deliverables, invoices, etc to the DEP Agreement Administrator designated in paragraph #6, Rider B of the Agreement. Contact the Agreement Administrator for assistance with any questions.
4. Maintain an active cooperative working relationship with the DEP Agreement Administrator. Keep the Agreement Administrator informed of project activities.
5. Notify DEP as soon as possible if changes to Project Work Plan are needed to effectively conduct the project. If necessary, request and secure DEP acceptance of changes in the Project Work Plan. (Refer to Section 7).

6. Prepare and submit the deliverables listed in the project Project Work Plan according to guidelines in Section 3. Deliverables are key materials or products developed under the project that demonstrate work activity and/or outcomes.
7. Acknowledge DEP and EPA in any materials, presentations, or press releases produced relative to the project as follows: "Funding for this project, in part, was provided by the U.S. Environmental Protection Agency under Section ____ of the Clean Water Act. The funding is administered by the Maine Department of Environmental Protection in partnership with EPA." Cite the applicable funding source: Section 319; or Section 604(b).
8. Provide Reports to DEP - Progress Reports, Final Project Report and other reports if specified in the Project Work Plan. These Grant Administrative Guidelines provide detailed instructions for report preparation and handling.
9. Use these NPS Grant Administration Guidelines to help administer the Grant Agreement.
10. Organize / record non-federal match information (provider, activity, valuation, total value) as match is accumulated during the project to help ensure the match is adequately documented upon project completion. Contact your Administrator if you are unsure of any aspect of match documentation or recordkeeping.
11. Prepare invoices according to instructions in Section 8. Submit invoices to the DEP Agreement Administrator.
12. Maintain a financial management system to permit the tracking of funds to a level of expenditure adequate to establish that funds have been expensed on allowed activities and purposes under the Grant Agreement.
13. Follow applicable Federal Office of Management and Budget (OMB) cost principles, agency program regulations, and the terms of the Grant Agreement. Costs charged to the grant must be reasonable and allowable costs. Follow federal cost principles applicable to the type of organization (governments, Federal OMB Circular A-87; nonprofits, Circular A-122; or educational institution, Circular A-21). Grantees may not incur costs before the effective date of the Grant Agreement. Circulars are at <http://www.whitehouse.gov/omb/circulars>.
14. Submit an audit report to the Department if the Grantee receives more than \$500,000 in funds from all federal sources within a fiscal year. Refer to the Grant Agreement for more information.
15. Maintain all correspondence, documents, deliverables, payroll & accounting records and other materials pertaining to the Agreement. Allow inspection of pertinent documents by DEP or other authorized representative of the State of Maine or the federal government. Records must be retained for a period of five (5) years following closeout of the agreement.

Section 2. DEP Responsibilities

A. Grantee Monitoring

DEP is responsible for monitoring the Grantee use of the grant award through site visits or other means to provide reasonable assurance that (1) project goals are achieved and (2) the Grantee administers the grant award in compliance with terms of the grant agreement. Monitoring activities normally occur throughout the year and may take various forms, such as:

Reporting - Reviewing performance reports and invoices submitted by the Grantee.

Site Visits - Performing site visits at the Grantee Office and in the field to observe operations, and review project and financial records.

Contact - Regular contacts with grantees and appropriate inquiries concerning program / project activities.

B. DEP Agreement Administrator (AA)

DEP designates a staff person to serve as Agreement Administrator to serve as DEP's representative (agency contact person) to help guide the project and monitor Grantee performance on the Grant Agreement. The DEP Agreement administrator will help ensure that work is carried out according to the work plan by conducting site visits, reviewing deliverables, and helping to address any problems or questions. The following list highlights the DEP Agreement Administrator's responsibilities for monitoring the Grant Agreement:

1. Provide or coordinate DEP consultation to help the Grantee successfully implement the project work plan and comply with the Grant Agreement.
2. Monitor the Grantee to provide reasonable assurance that the Grantee achieves project goals and administers the grant award in compliance with terms of the grant agreement. Review and, if acceptable, approve grantee sub-agreements.
3. Within 2 months of project start-up, contact the Grantee to review the Grant Agreement, Project Work Plan, and the NPS Grant Administrative Guidelines to help ensure the Grantee understands their responsibilities and is prepared to effectively administer the project.
4. Regularly contact the Grantee about the NPS project by voice, email, letter or site visit at least once every 3 months.
5. Meet with the Grantee periodically (1/year or more) at the Grantee Office to interview staff, review records, and observe operations.
6. Visit NPS sites in the field to observe BMPs installed at NPS sites to see if the BMPs appear appropriate for the site and functional.
7. Receive, acknowledge, review and handle all material submitted to DEP by the Grantee in a timely manner, including but not limited to: a) Progress Reports; b) Deliverables; c) Invoices; and d) Final Project Report.

8. Prompt the Grantee, as needed, to help ensure the project is proceeding as scheduled and Deliverables required by the Agreement are provided to DEP.
9. Document key contacts with a grantee (site visits, meetings etc.) in writing for the DEP project file to exhibit DEP monitoring of the project.
10. Create and maintain a paper and an electronic file for a NPS Project that contains all pertinent documents and records.
11. Closeout the Grant Agreement.

C. Grantee & DEP Cooperation.

The Grantee and the DEP Agreement Administrator should develop a good working relationship so that each understands the other's needs and responsibilities. In some cases a Grantee and the AA may prefer to work closely together on many aspects of the project, such as training sessions, evaluating NPS sites, engaging stakeholders, etc. At other times it may be preferable for DEP to remain more distant, but still available to provide assistance upon request. The best approach should be determined on a case-by-case basis by the Grantee and the AA with the mutual goal being to implement the project as effectively as possible.

Section 3. Project Deliverables

“Deliverables” are key materials or products developed under the project that demonstrate work activity and/or outcomes. Deliverables are clearly identified and listed in project work plans under the heading “DELIVERABLES”. Deliverables must be submitted, reviewed, and approved to complete a project and closeout a grant agreement.

A. Labeling Deliverables

Deliverables must be clearly labeled with the appropriate Project ID number, the project title and the deliverable number from the project work plan.

Example Label for a Deliverable:

Deliverable #3, #2009RR01 Red Pond Watershed Project – Phase 3

B. Submitting Deliverables

The Grantee should submit a deliverable to DEP soon after the associated work is completed. Do not delay or wait until a Progress Report is due or until the end of the project. The Grantee sends three (3) copies of the Deliverable directly to the DEP Agreement Administrator. The AA will file 1 copy in the NPS project file, forward 1 copy to the NPS Program Manager in Augusta, and send 1 copy of all Deliverables to EPA upon closeout of the project.

Section 4. Procurement

In some projects, a Grantee may need to purchase goods or services to conduct project activities. Procurement means acquisition of supplies, equipment, construction or services. Procurement with federal funds must be made on a competitive basis to ensure that fair and

reasonable prices are obtained for goods and services. Grant recipients may use their own procurement procedures provided that the procedures conform to applicable federal law and standards as described in 40 CFR 31.36. These regulations describe 4 procurement methods: small purchase procedures; sealed bids; competitive proposals and noncompetitive proposals.

Procurements of less than \$100,000 may be conducted using small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, etc. Small purchase procedures require that price or rate quotations must be obtained from an adequate number of qualified sources. Standard practice is to document price or rate quotations from 3 or more qualified sources. Grant Agreements include conditions regarding procurement.

For procurements under federally funded projects, grantees are obliged to make good faith efforts to assure that disadvantaged business enterprises are used when possible. Minority and women's business enterprises (MBE/WBE) should be given equal opportunities to participate as suppliers, contractors or subcontractors. MBE/WBE requirements are described in Appendix H of this document. EPA requires States collect and report information regarding Grantee (sub-recipient) procurements. Therefore the invoice form requires submission of the DEP "MBE/WBE Utilization Report" form (Appendix I) if funds were used for procurement.

Procurement methods using federal funds are specified in the Code of Federal Regulations at 40CFR 31.36 <http://www.gpoaccess.gov/cfr/retrieve.html>

DEP requests grantees to give preference to purchasing services from contractors certified in Erosion Control Practices by DEP.

Section 5. Cost Sharing for BMP Construction

Many NPS projects work to prompt installation of BMPs to address identified pollution problems at NPS sites. Some NPS sites may require only technical assistance from the Grantee; and the landowner pays for all out-of-pocket costs associated with the construction. Other NPS projects involve cost sharing to increase on-the-ground implementation of BMPs at NPS sites. Under cost sharing, a Grantee provides grant funds in the form of a cost share payment to a town or individual to share the cost of constructing Best Management Practices at a NPS site. In both cases, BMP installations should be completed with Grantee oversight and technical assistance.

A Grantee does cost sharing by entering into an agreement with the landowner to reimburse the landowner a portion of the cost of the construction of a BMP at a NPS site if the landowner constructs the BMP properly. Cost sharing as described here is not considered procurement because the Grantee is not purchasing goods or services. If the Grantee directly purchases goods or services, then that is considered procurement. For information regarding procurement refer to Section 4.

A. Administering a Cost Sharing Program

The Grantee administers a cost-sharing program as a positive incentive to effectively prompt installation of BMPs at NPS sites in watersheds where demonstration sites are needed. The Grantee determines the types of NPS sites will be targeted for cost sharing, what are the eligible

BMPs, and what the cost share percentage rate will be. The Grantee also provides information about the availability of cost sharing and uses an appropriate Cost Sharing Agreement.

The Grantee details the cost sharing arrangement in the form of Cost Sharing Agreement with each landowner. Refer to Attachment F for a sample format for Cost Sharing Agreement between a Grantee and the cost sharing recipient. Grantees set the rate at a level to try to accomplish BMP implementation at as many important NPS sites as feasible. Often the Grantee sets one uniform cost sharing rate for the NPS project, such as 50%, 60%, or 75% of the cost of an eligible BMP installation. For road work, Grantees may want to set a more favorable cost rate (such as 60%) for roads with road associations versus those without road associations (such as 50%), to encourage road associations and since working with one often requires less time than when working with several landowners.

Best Management Practices must comply with the Maine BMP Guidelines or Federal USDA Natural Resources Conservation Service (NRCS) standards and specifications in the NRCS Field Office Technical Guide, or other recognized guidelines. Recipients of 319 cost sharing must agree to properly operate and maintain the BMP for its intended purpose for the conservation practice service life. The service life for the BMP(s) needs to be specified in the cost share agreement. The grantee should use best professional judgment to specify an appropriate service life for BMP(s). The USDA-NRCS maintains a list of the service life of agricultural conservation practices (BMPs) in Section IV. F of the Electronic Field Office Technical Guide, webpage http://efotg.nrcs.usda.gov/efotg_locator.aspx?map=ME

Recipients of 319 cost sharing for an “animal feeding operation” must agree to follow an approved nutrient management plan.

Note, NPS Program grant funds can not be used to undertake, complete or maintain BMPs otherwise required by existing permits or orders.

B. Cost Sharing with a Landowner

The Grantee oversees and documents cost sharing with a Landowner generally as follows:

1. The Grantee confers with Landowner about the NPS site problem and solutions to determine if the landowner would agree to install / construct appropriate BMPs at the site.
2. The Grantee confers with the Landowner to design the BMP(s) for the NPS site; designs the proposed BMP; and confirms the Landowner will agree to install and maintain the proposed BMP(s) at the NPS site.
3. The Grantee and the Landowner sign a Cost Sharing Agreement. The Landowner agrees to construct the proposed BMP(s) according to the design specifications; operate and maintain the BMP; and permit Grantee access for inspection or demonstrate the BMP. The Grantee agrees to reimburse the Landowner after verification the BMP was installed properly.
4. The Grantee ensures that permits required for construction are secured prior to construction.

5. The Landowner is responsible for installing / constructing BMP(s) at the NPS site according to the design.
6. The Grantee usually provides technical assistance to the Landowner as needed to help ensure the BMP is installed /constructed at the NPS site in accordance with the design.
7. The Grantee inspects the site to determine if the BMP(s) were installed in accordance with the design.
8. If the Grantee finds the BMP(s) installation is acceptable, then the Grantee reimburses the Landowner according to the Cost Sharing Agreement.

Refer to Attachment F for an example of a Cost Sharing Agreement.

Section 6. Problem Resolution

Grantees are responsible for implementing the Grant Agreement. The DEP Agreement Administrator is involved in project activities to the extent of reviewing deliverables, progress reports and invoices, attending occasional meetings, and providing advisory support and technical assistance. Problems such as unforeseen loss of staff, prolonged bad weather, equipment breakdown, etc, may affect the Grantee's ability to meet Grant Agreement requirements. In such cases more hands-on interaction between Grantee and DEP may be needed to help keep project activities on track. Minor or temporary delays are usually resolved through cooperation between the Grantee and the DEP Agreement Administrator.

More significant problems may develop where the project work is not progressing satisfactorily. Examples of potentially serious problems / deficiencies include: repeated failure to complete project work plan tasks; reports or related documentation not submitted or of poor quality; project work changed without notice or not performed according to the work plan; poor budget management, unsubstantiated project costs; etc. If the problem cannot be resolved between the Agreement Administrator and Grantee, then the Agreement Administrator or the Grantee should request assistance from the DEP NPS Program Manager.

Section 7. Changes in the Work - Requesting Approval

This section describes when and how to request DEP approval for changes in the work. Grant Agreements have a standard provision regarding "Changes in the Work" in Section 7 of Rider B. A grantee is obliged to conduct the project as described in the project work plan. However, as project work proceeds, the Grantee and/or Agreement Administrator may determine that it is necessary or appropriate to change the project work plan in order to implement the project more effectively. The Grantee may need to make changes in the project work to respond to various changed conditions.

A. Changes in the Work.

"Changes in the Work" is differentiated from "Substantial Changes in the Work" based on the magnitude of proposed change described below:

1. "Changes in the Work" needs to be documented and approved by the DEP Agreement Administrator before changes are implemented by the Grantee:
 - a. Project work described in the work plan (tasks, schedules, estimated costs within cost categories, and/or deliverables) needs to be revised to achieve the overall purpose of the project; and/or
 - b. A time extension is needed because work will need to be conducted after the planned completion date cited in the work plan.

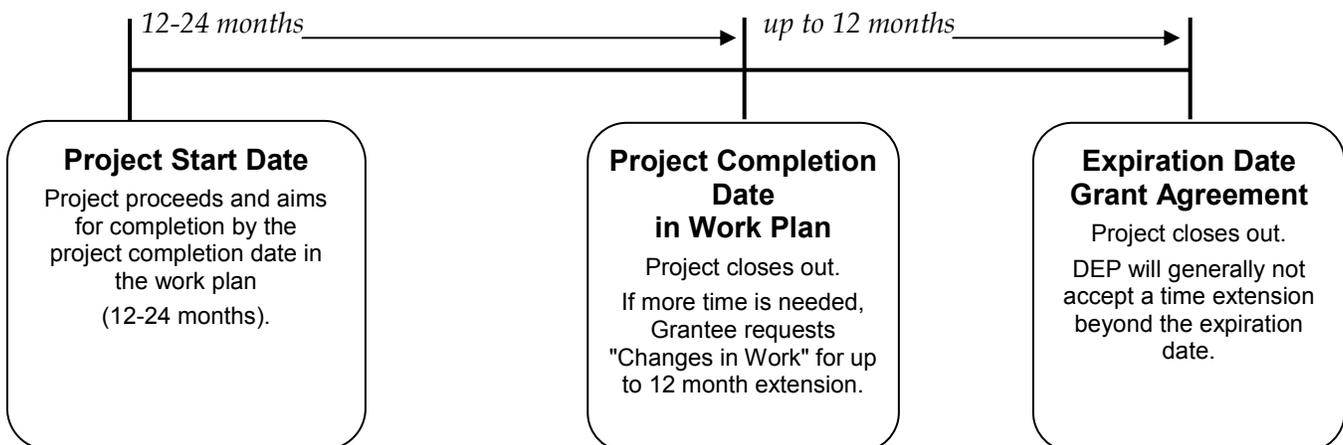
2. "Substantial Changes in the Work" needs to be documented with a formal amendment to the grant agreement and approved by the DEP Commissioner and the Department of Administrative and Financial Services, Division of Purchases before changes are implemented by the Grantee:
 - a. There will be a substantial change in the purpose, scope or objectives of the project;
 - b. An increased amount of grant funds is needed; or
 - c. A time extension is needed because work will need to be conducted after the expiration date of the Grant Agreement.

B. Time Extension.

DEP recognizes that unforeseen delays or extenuating circumstances sometimes occur that may require additional time to complete a project. If this is necessary, DEP may accept extending the project for additional time up to 1 year beyond the project completion date in the workplan. The project completion date is in the workplan under "Project Duration".

To apply for additional time, a grantee will need to request a "Change in the Work" to revise the project completion date in the workplan. A time extension should be for no more than 1 year beyond the completion date in the workplan. Generally DEP will not accept a time extension beyond the grant agreement expiration date (located on the first page of the agreement).

NPS Project Timeline



C. Requesting DEP Approval of Changes in the Work

1. Request should be submitted as soon as possible after the need is determined. The Grantee submits a letter to DEP requesting approval of changes in the work. The request should provide the following information:

- a. NPS Project ID # and project title;
- b. A statement requesting DEP approval of "changes in the work";
- c. Description of the reasons for the proposed changes;
- d. Description of the proposed changes, revised tasks, revised deliverables and/or revised budget, etc.

2. If the changes involve a time extension, also provide the following information:

- a. Description of why the time extension is needed;
- b. The revised project completion date and revised schedule for each task that needs to be completed; and
- c. Description of adjustments to project management to help ensure the project will be completed before the proposed revised project completion date.

D. DEP Review of a Request for Changes in the Work.

DEP will review the request for acceptability and, if necessary, secure approval from EPA. DEP will reply in writing to advise if the changes in the work are accepted or are not accepted. Provided the request is clear and thorough, DEP will review and respond within 3 weeks. For "substantial changes in the work" anticipate 8 weeks to secure approval.

1. Acceptance criteria - DEP may accept proposed changes in the work if:

- a. The Grantee has exhibited acceptable past performance on the project; and
- b. Changes are appropriate to meet the purpose, scope and objectives of the project.

And, if the changes involve a time extension:

- c. The request indicates the project work was not completed as scheduled due to reasonable unforeseen delays or extenuating circumstances; and
- d. The request indicates the Grantee will take action needed to manage the project and complete the project before the revised project completion date.

Section 8. Invoices and Payments

Methods of payments are described in Rider B of the Grant Agreement. Note, Payments on all new grant agreements issued after June 4, 2009 will be made only a reimbursement basis for costs incurred, except DEP may issue an advance payment due to hardship.

A. Submitting an Invoice to DEP

Grantees requesting payment must complete and submit the Invoice form to DEP according to instructions (Attachment E). To help ensure prompt DEP response to an invoice, Grantees may want to contact the Agreement Administrator.

B. DEP Review of Invoices

1. The Agreement Administrator will:
 - a. Review the invoice for acceptance;
 - b. Inform the Grantee the invoice is accepted or not accepted within 3 days of receipt.
2. Acceptance criteria. The Agreement Administrator will review the invoice. An invoice will be accepted if:
 - a. The invoice is completed according to instructions;
 - b. The Agreement Administrator finds the Grantee exhibits adequate compliance and performance according to terms of the Grant Agreement; and
 - c. Progress reports due to DEP have been received and accepted.
3. Invoice - Accepted. The Agreement Administrator will sign / date the invoice indicating acceptance; retain one copy for the project file; and forward the original invoice to the NPS Program Manager. Grantee can anticipate receipt of the payment from DEP within 4 weeks of acceptance.
4. Invoice - Not Accepted. The Agreement Administrator will inform the Grantee the reason why the invoice is not acceptable and advise the grantee as appropriate.

C. Final Payment. Grantees may request the final 10% payment upon submission of the Final Project Report. The Agreement Administrator will accept the final invoice provided the Final Project Report and reports & deliverables required under the Agreement are satisfactory.

Section 9. Non-Federal Match

Grantees are obliged to document non-federal matching funds or services contributed to the project. The amount of non-federal match required is listed in the project work plan under "Budget Information". To efficiently meet documentation requirements, Grantees should have a systematic approach to accumulate match information as the project proceeds and record information in a table, see Attachment C. Grantees must submit documentation of non-federal project match as part of the Final Project Report.

A. Description

Non-federal matching funds is the portion of allowable project costs contributed to a federally funded project. Match includes, but is not limited to, allowable costs borne by the grantee and contributions of cash or services from individuals, organizations, municipalities or non-federal public agencies. Note: For the governing provisions, refer to EPA Federal regulation, 40CFR31.24, <http://www.gpoaccess.gov/cfr/retrieve.html>

1. Non-federal match contributions may include:
 - cash contributions, and/or
 - in kind contributions. In kind contribution is the value of a non cash contribution to meet a grantee's cost sharing requirements. An in kind contribution may consist of the value of goods or services, property and equipment or directly benefitting the EPA funded project.

2. Non-federal match contributions must be:
 - a. eligible under EPA National 319 Program Guidelines
 - b. related directly to tasks in the project work plan;
 - c. reasonably valued for the work performed;
 - d. conducted between the effective date and closeout of the Grant Agreement.
 - e. supported by appropriate documentation.
 - f. from non-federal sources. Personnel, projects, or services paid with federal funds does not qualify as non-federal match.

B. Valuation of In Kind Contributions

1. Personnel Time Paid for by Project Partner Organizations: When an employer other than the grantee furnishes free of charge the services of an employee in the employee's normal line of work, the services will be valued at the employee's regular rate of pay, exclusive of the employee's fringe benefits and overhead costs.
2. Donated Supplies: the contribution must be valued at the market value of the supplies at the time of donation.
3. Donated Equipment or Space in a Building: The contribution must be valued at the fair market rental rate of the equipment or space.
4. Volunteer Services: Unpaid volunteer time/services donated to the project by individuals must be valued at rates consistent with those ordinarily paid for similar work/services in the grantee's organization. For example, when documenting donated personnel time as match, use the amount you would pay the person to do the job for which they are volunteering. If the grantee organization does not have employees performing similar work, the value of donated personnel time must be consistent with those ordinarily paid by other employers for similar work in the area.

Methods to estimate the value of unpaid volunteer services include, but are not limited to:

- Determine the appropriate occupation and Maine occupational wage estimates provided by the Bureau of Labor Statistics, U. S. Department of Labor. For example: For Maine the mean hourly wage rate in 2008 for Landscaping and Groundskeeping Workers was \$12.41; for Forest & Conservation Technicians, \$18.17; and for Environmental Engineers, \$31.01 http://www.bls.gov/oes/2008/may/oes_me.htm
- The organization "Independent Sector" provides average rates for volunteers performing a specialized skill. DEP will accept the most recent rate applicable to Maine. http://www.independentsector.org/programs/research/volunteer_time.html

C. Documentation of Non-federal Match

The Grantee must certify in writing that all project match has been documented before closeout of the project. A Grantee should accumulate match information in a table as the project proceeds so one can efficiently summarize non-federal match. The following information should be recorded to document match:

1. Date. List the date associated with the match;

2. Source. Identify the source of funds or services (person, group, business etc.)
3. Activity. Describe the activity (steering committee meeting, construction etc.)
4. Dollar Value. The value of the activity or item in dollars or dollars/hour; and
5. Valuation. Identify the basis for the dollar value assigned to the activity or item

Refer to Attachment C for an example of how to document non-federal match.

D. Examples of Match

Match needs to be “contributions of cash or services” that relates directly to tasks and objectives in the project work plan. Examples of services or items that may be eligible as non-federal match:

1. People taking action to install BMPs called for in the workplan, ie. cost of construction of acceptable BMPs (including labor, equipment & materials);
2. Cost or “value per hour” rate, multiplied by the number of hours of work performed to help carry out project work plan tasks, such as: service on the project Steering Committee; writing, copying and mailing water quality publications or watershed newsletters; participating directly in project activities; providing training or workshop sessions; designing or reviewing BMP or conservation plans, etc;
3. Cost of travel. Auto mileage rate cannot exceed the State of Maine Government allowance rate at the time mileage is accrued, available at www.maine.gov.osc/travel
4. Cost of office or field equipment rentals, and supplies used for the project; and
5. Project volunteers participating in meeting to receive training and contribute services to help implement project tasks and objectives, such as, volunteer time spent at a watershed survey training session. Note, people just attending a meeting or a workshop to hear about the project or NPS pollution issues is not eligible match because they are not 'contributing services' to the project.

Section 10. NPS Site Report

Grantees prepare brief NPS Site Reports to describe before and after construction site conditions at NPS sites when grant funds or matching funds are used to pay for construction. NPS Site Reports are needed to document the use of project funds for construction. These reports must include a brief description of: location, the NPS site problem and BMP design; before and after construction site photos or sketches; any action to demonstrate the value of the BMP to others; and BMP maintenance. DEP recommends using a digital camera to obtain photos of the NPS site conditions.

The Work Plan for a NPS Watershed Project usually specifies NPS Site Reports as a project deliverable. Grantees should submit NPS Site Reports to DEP within 2 months of completion of the site work.

Describing NPS Sites

Often the terms BMP or NPS Site are used interchangeably to describe NPS work at a specific location. For clarity, DEP recommends distinguishing BMP vs. NPS site based on the following:

1. A "NPS Site" means a specific location described as a source of polluted runoff. The area or size of a "NPS Site" could be relatively small (culvert/stream crossing), large (17 acre corn field, 2 acre parking lot) or linear (600 feet of unstable road and ditch line).
2. A "BMP" (best management practice) means a conservation practice used to minimize, repair or prevent a NPS problem at a NPS Site. One or more BMPs may be needed at one "NPS Site".

Refer to **Attachment D** for the NPS Site Report form and instructions.

Section 11. Progress Reports

The Grant Agreement requires grantees to submit progress reports. DEP uses progress reports to monitor Grantee progress and performance. Federal regulations require monitoring Grantee use of federal awards to provide reasonable assurance that the Grantee achieves project goals and administers the grant award in compliance with terms of the Grant Agreement.

A. Preparing a Progress Report

1. The Progress Report should concisely summarize important work activity performed within the 6-month reporting period. Do not report work performed prior to the reporting period. Do not report anticipated work to be conducted in the future. Do not report work on other local activities that do not relate directly to project tasks.
2. Content and format instructions for preparing a Progress Report are detailed in Attachment A "Progress Report - NPS Grant". On page 1, the grantee provides a brief narrative summary of work performed, problems, key personnel changes and account information (for the reporting period). On page 2, the grantee provides a short update specific to each task in the workplan and reports the status of each deliverable. Each Progress Report must be no more than 3 pages. The Grantee must sign and date the report. DEP will accept a progress report in hard copy or electronic document (electronic signature is acceptable).
3. Do not include any Deliverables as part of a Progress Report. Project Deliverables or other materials must be submitted to DEP under a separate cover.
4. Grantees must submit progress reports on each due date (November 15 & May 15 of each year) until DEP receives the Final Project Report.

B. Submitting a Progress Report to DEP

1. Progress Reports (2 copies) are to be sent directly to the DEP Agreement Administrator.
2. Due dates and reporting periods are:
 - November 15th - Report activity for the 6 month period, May 1 to October 31
 - May 15th - Report activity for the 6 month period, November 1 to April 30
3. Progress Reports may be submitted by electronic document or paper copy. Use document software compatible with Microsoft Word.
4. Grantees retain a copy of Progress Reports for their project file.

C. DEP Review of Progress Reports

1. The Agreement Administrator will:
 - a. Acknowledge receipt of the Progress Report within 5 days of receipt;
 - b. Review Progress Reports for acceptance and inform the grantee whether the Progress Report is accepted or not accepted within 14 days of receipt.
 - c. If needed, contact the Grantee to discuss questions in report content and/or format and work together to make needed changes as soon as possible;
 - d. If a Grantee fails to submit a progress report by the due date, the AA reminds the Grantee about the contractual obligation to submit a Progress Report and DEP will not issue payment unless Progress Report(s) are accepted.
2. Acceptance Criteria. The Agreement Administrator will review the progress report to determine whether the report is acceptable. A Progress Report will be accepted if the report:
 - a. reasonably describes the work accomplished during the period, and
 - b. was prepared according to the instructions for content and format.
3. Report - Accepted. When the Agreement Administrator determines the progress report is acceptable, they will sign/date 2 copies; retain one copy for the regional office file; and forward 1 copy to the NPS Program Office (att: Tony St.Peter). The Agreement Administrator may accept a Progress Report with *minor* deficiencies following discussion and correction of the deficiencies on the report in a manner mutually acceptable to the Agreement Administrator and the Grantee.
4. Report - Not Accepted. The Agreement Administrator will inform the Grantee why the report is not acceptable. The Agreement Administrator will notify the NPS Program Office (att: Tony St.Peter) that the Progress Report was not accepted.
5. Payment Hold. DEP will not issue a payment if the Grantee fails to provide Progress Report(s) that are accepted by the Department. Payments can resume once overdue reports are turned in and accepted or problems are addressed in reports that were previously not accepted.

6. Project Slippage. The Agreement Administrator may find that the Progress Report(s) indicate that the project is not proceeding in at the pace necessary to complete the project according to the workplan or there are some other problems. If so, the Agreement Administrator should contact the Grantee to determine why the project is not proceeding as planned and take action to resolve the matter. For guidance, refer to Sections "6 Problem Resolution" and "7 Changes in the Work – Requesting Approval".

Section 12. Pollutants Controlled Reports

EPA National 319 Program Guidelines requires all States report estimates of pollutant load reduction and resource protection accomplished during NPS Projects into EPA's national database, the Grant Records Tracking System (GRTS). Therefore, DEP requires annual pollutants controlled reports (PCR) for all NPS Watershed Implementation Projects. Two types of information are needed: (1) pollutant load reduction estimates for NPS Sites treated with BMPs; and (2) acreage and/or lineal footage of wetlands, stream banks, and shoreline protected or restored. Grantees provide the information on a standard DEP form, "Pollutants Controlled Report (PCR)", refer to Attachment G. Instructions are provided in the PCR.

Grantees submit a PCR to DEP annually by December 31 of each year and upon completion (closeout) of the project. If there were no load reductions or resources protected during the reporting period, then a PCR stating that fact must be submitted to DEP.

Section 13. Final Project Report

The Grant Agreement requires the Grantee to submit a Final Project Report (FPR) to DEP when the project ends. The purpose of a Final Project Report is to document completion of the project and closure of the Grant Agreement.

The FPR should summarize the work accomplished and outcomes of project. These reports are used as reference sources for providing project information to DEP, Environmental Protection Agency, the public and other users. The FPR should provide a readily understood, stand-alone, concise reference source that describes all important activities and outcomes of the project.

The report covers: project overview; task summary; deliverables summary; project outcomes; budget summary and non-federal match. DEP recommends the FPR be approximately 5 to 10 pages in length, and 10 to 30 pages overall, including any supporting appended documentation such as photos, sketches, etc. Space is limited for storing project file records. Please avoid using bulky binders or fasteners.

DEP recommends a Grantee submit a draft of the FPR to the Agreement Administrator for review the prior to submitting the FPR.

Under the grant agreement, the grantee must retain project records for a period of five (5) years following termination or expiration of the agreement.

Instructions for preparing a FPR are provided in **Attachment B**.

Section 14. Closeout of Grant Agreement

DEP must document closeout of the Grant Agreement when the project ends due to completion or termination. DEP will review the Final Project Report and information in the project file to verify that the Grantee performed project work in accordance with the terms of the Grant Agreement. DEP will check the following:

1. Project tasks in the project work plan were implemented;
2. Project Deliverables are acceptable and in the project file;
3. Any other reports or documentation required are completed and in the project file;
4. The Final Project Report is accepted and in the project file; and
5. The Grantee and the DEP find that the grant fund accounts balance is acceptable. If there is a remaining balance, then the Grantee must return the funds to DEP.

DEP Closeout Acknowledgement

DEP will acknowledge completion of the Grant Agreement by letter to the Grantee, when DEP finds the Grantee has exhibited adequate performance and compliance according to terms of the Grant agreement.

DEP will notify the Grantee by letter to document acceptance of the Final Project Report. The Agreement Administrator prepares the Closeout Letter for review and signature by the Director of the Watershed Management Division. The letter should briefly note project accomplishments and state that the Grantee has satisfactorily completed project work and administrative requirements as listed in the Grant Agreement.

Attachment A

PROGRESS REPORT - NPS GRANT Instructions

A Grantee submits this form to report progress conducting a NPS Project. For instructions, refer to the NPS Grant Administrative Guidelines, Section 11. Sections 1 thru 5 not to exceed 1 page. Sections 6 & 7 not to exceed 2 pages. Total report not to exceed 3 pages. Do not attach any Deliverables or other material to the Progress Report.

Project Number: _____ Title: _____ Report for the Period, 6 Months Ending (check one) April 30 ___ Oct. 31 ___ For Year: _____ Grantee Name: _____ Grantee Contact Person: _____ Phone: _____ E-mail: _____

I. Account Drawdown Information (estimate):

a.) Funds expended this period:	Grant	\$ _____	Non-Federal Match	\$ _____
b.) Total agreement amount:	Grant	\$ _____	Non-Federal Match	\$ _____
c.) Funds expended to date:	Grant	\$ _____	Non-Federal Match	\$ _____
d.) Funds remaining (b-c):	Grant	\$ _____	Non-Federal Match	\$ _____

II. Short narrative summary of work performed in this reporting period:

III. Reason(s) for delay, and revised schedule for any work scheduled for completion in this reporting period but not completed:

IV. Brief summary of any significant difficulties encountered/remedial action taken:

V. Report any Changes in Key Project Personnel:

Note: Do not expand Items I. through V. beyond one page.

PROGRESS REPORT NPS GRANT continued p. 2 of 3, for project # _____

Sections VI & VII not to exceed 2 pages

VI. Tasks. Use this sample format to describe work done for each task. Reference the appropriate Deliverable in the text. Explain periods of inactivity. Report only on activity from THIS reporting period.

Task #	Task Heading	Work Done During the 6 Month Reporting Period	Task Status
1	Project Management	Grantee signed sub-agreement with the SWCD in May. Steering Committee formed; held 3 meetings to plan for accomplishing the project tasks; and agreed on details of cost sharing program to help prompt BMPs installation at the proposed NPS sites.	Ongoing
2	Ag NPS Sites	NRCS secured farmer cooperation at corn cropland near shoreline for crop rotation and buffer strip installation. UMCE has secured farmer cooperation at dairy farm on Quaker Hill Rd. for installation of livestock fencing and about 1400 lineal ft. of riparian buffer.	Ongoing
3	Tech Assistance - Residential NPS sites	Project Manager met onsite with 17 shoreline property owners, evaluated property to identify NPS problems and provide BMP recommendations. Five owners installed recommended BMPs. Submitted deliverable - Technical Assistant Summary Report	Complete
4	Roadside BMPs	Project Manager & Engineer did site visits & prepared designs for 5 road projects. Five Cost Share agreements signed. Three road projects completed - Haven, Pine, and Swing roads. 3 NPS Sites Reports (Deliverable) were submitted. Two projects will be delayed due to landowner needs. Construction is rescheduled for June 2009.	Delayed
5	Pollutants Controlled Report	Setup a procedure to obtain information during site visits; prepared estimates for the 3 completed road sites (etc.)	Ongoing

7. Deliverables: List all Deliverables from the Project Work Plan, even those not submitted yet.

List Deliverables from Workplan	Date Deliverable submitted to DEP	Current Status
1.		
2.		
3.		
4.		
5.		
6.		

Grantee Signature: _____ **Print Name:** _____ **Position:** _____

Date submitted to DEP Agreement Administrator: _____

DEP Agreement Administrator Signature: _____ Date accepted: ___/___/___

Date the "accepted" Progress Report was forwarded to DEP Augusta Office: ___/___/___

Date Received from DEP AA: ___/___/___ Entry Code: _____

Attachment B

FINAL PROJECT REPORT INSTRUCTIONS

The Grant Agreement requires submission of a Final Project Report (FPR). The purpose of a Final Project Report is to document completion of the project and closure of the Grant Agreement. The DEP Agreement Administrator will evaluate the FPR. DEP will acknowledge project completion once DEP finds the FPR acceptable. The FPR should provide a stand-alone, concise, one-stop reference source that describes important project activities and outcomes.

TITLE PAGE:

Project Number and Title, Date of Report, Grantee name, Grantee Contact Person, Date Project Started, Date FPR submitted, and acknowledgement (Grant Agreement, Rider A) of DEP & EPA.

REPORT HEADINGS:

I. Project Overview (suggested length - 1/2 to 2 pages)

In narrative format summarize the project purpose, highlights (successes, problems, key personnel, etc.), and any changes in scope of the project. This should be a brief abstract of the project as a whole as it occurred.

II. Task Summary (suggested length - 1 to 3 pages)

Summarize project efforts by respective task in the Project Work Plan (Task #1, Task #2, etc.). Include specific numbers and facts to explain results where possible, such as: number and description of NPS sites treated with BMPs; workshops held and number of attendees at each; numbers of volunteers who participated; number of technical assistance visits conducted; amount of NPS pollutant load reduction achieved, etc. Include pertinent descriptions of unusual or significant problems or successes.

III. Deliverables Summary (suggested length - 1/4 to 1/2 page)

List each of the project deliverables as shown in the Project Work Plan's "DELIVERABLES" section. Note the date the deliverable was submitted and briefly discuss its relative value (i.e., was it worth the time and effort?).

IV. Project Outcomes (suggested length - 1 to 3 pages)

- A. List the major outcomes of the project. (examples: NPS sites treated with BMPs; local NPS control accomplishments; report or publication, etc).
- B. Describe environmental results of the project in terms of NPS pollutant load reductions and/or water quality improvements.
- C. Discuss any "lessons learned" based on your experience doing the project. What made the project more effective? What did not work well?

V. Summary of Total Expenditures Summarize expenditure totals as follows:

	<u>NPS Grant</u>	<u>Non-Federal Match</u>
Grant Agreement Amount	_____	_____
Funds Expensed	_____	_____
Funds Balance	_____	_____

VI. Non-federal Match Documentation / Certification

The Grantee must certify that non-federal match has been documented. Refer to Section 9 of the NPS Grant Administrative Guidelines for how to document match. Grantees need to complete the "Non-federal Match Documentation / Certification" form (next page). The form requires supporting material adequate to summarize the contributions to project work (source, activity and valuation) claimed as non-federal match.

Appendices If needed, include pertinent information that supports the descriptions offered in the above sections such as: maps, sketches, photos; figures or tables; etc.

Attachment B, Final Project Report Instructions continued

Non-Federal Match Documentation / Certification

Grantees need to document matching funds or services contributed to the project. The amount of match required is listed under BUDGET INFORMATION in the project work plan. Grantees must submit this form, "Non-federal Match Documentation / Certification" as part of the Final Project Report.

The Grantee must certify in writing that match has been documented before closeout of the Grant Agreement. The following information is needed to adequately document match. To efficiently meet documentation requirements, Grantees should accumulate match information as the project proceeds and record information in a table. See Attachment C for an example.

1. Source. Identify the source of the funds or services;
2. Activity Describe the activity and the amount of activity; and
3. Valuation Describe the basis for assigning the amount of dollar value to the activity.

Important: This signed certification form must be accompanied by supporting information that documents (source, activity and valuation) the matching funds or services claimed by the Grantee. The Certification Statement alone is not sufficient to document the non-federal match.

GRANTEE INFORMATION:

Name: _____
 Address: _____

 Telephone: () _____
 Contact Person: _____

PROJECT INFORMATION:

Project Title: _____
 Project ID# (Example...#2009RR12): _____

Match Amount planned under the Grant Agreement \$ _____
 Match Amount Claimed \$ _____

CERTIFICATION STATEMENT:

I certify that the non-federal match detailed in the attached information were expended in the course of completing work described in the Grant Agreement for the Project referenced above, and that detailed documentation of the match information is on file and available for review at the Grantee address shown above.

Date ____/____/____ Signature of Grantee - Authorized Official

**Attachment C
Non-Federal Match Documentation - Example**

This is an example of a summary of non-federal match at completion (closeout) of a NPS project. Costs or in-kind contributions counting towards satisfying a matching requirement must be verifiable from the records of the Grantee.

Non-Federal Match Summary NPS Project #2009RRR18 Red Lake Watershed Improvement Project - Phase II

Date	Source	Activity or Item	Hours	Rate or Value	Subtotal	Mileage \$0.32/mile	Total
	John Smith	Steering committee	30	\$15.00/hr	\$450	\$64	\$514
	Mary Doe, NWA	Steering committee	48	\$15.00/hr	\$720	\$80	\$780
	Andrew Room, Town CEO	Compliance assistance for septic systems, task 2	42	\$25/hr	\$1,000	\$50	\$1150
	Jane Chin, Instructor	Presentation Rd BMP training, task 5a	17	\$30/hr	510	\$15	\$525
	J. Dewey, Attorney	Setup Riparian easement, task 4	21	\$95/hr	\$1995	12	\$2,007
	Mary Doe, NWA	Produce 4 news letters, task 6	62	\$15.00/hr	930	10	\$940
	ABC Plant Nursery	Plant materials donations for 4 NPS sites		\$120			\$120
	Tom Ring	BMP installation, private road		\$900			\$900
	Joe Johnson	BMP installation, residence		\$200			\$200
	High Spring Farm	BMP installation, heavy use area		\$6,400			\$6,400
	Sunland, Town of	BMP installation, Stine Road Drainage BMPs Project		\$8,500			\$8,500
	Sunland, Town of	BMP installation, Nice Park Riparian BMPs Project		5,000			\$5,000
	Sunland, Town of	BMP installation, Long Rd Drainage BMPs Project		\$9,000			\$9,500
	Ray Jones	BMP installation, Buffer planting		\$180			\$180
	Nice Watershed Asso.	Cash contribution Grantee, Outcome report, Task 5b					\$1,000
	Fine Corporate Foundation	Grant to Grantee, used for various project activities					\$2,000
						Totals	\$39,216

Valuation of Activity / Items

1. Volunteer labor to help install BMPs were valued at \$15.00 per hour based on the rate for Maine reported by the Independent Sector.
2. Town CEO regular rate of pay exclusive of fringe and overhead
3. Typical billing rate for professional legal services in this area is \$90 to \$110 per hour
4. Activity "BMP installations" summarize the non-federal expenses at a BMP construction site; this is the sum of materials, labor and mileage.

Attachment D

NPS SITE REPORT

Complete the NPS Site Report to document BMP installation / construction at a NPS site. DEP requires the NPS Site Report when grant funds are used to pay for construction costs at a NPS site. For more information, refer to Section 10 in the NPS Grant Administrative Guidelines.

Project ID# & Title: _____

Date submitted to DEP: _____

Grantee: _____

Grantee Contact: _____ DEP Agreement Admin: _____

NPS Site Name: _____ Property Owner: _____

Grant Cost: \$ _____ Match Cost \$ _____ Match Source(s): _____

1. Location of Site: Attach a map with the site clearly marked. Use USGS topo, Maine Atlas & Gazetteer, Google Earth, GIS, and other map sources. Provide a sufficient description and/or sketch of local landmarks so that DEP can find the site:

2. NPS Site Conditions Before & After BMP Implementation. Briefly describe the NPS site before and after BMP installation, ie. NPS Problem? Solution? Attach sketch or photos depicting “before” & “after” conditions:

3. Operation & Maintenance Plan. Pursuant to the cost share agreement, the property owner agreed to properly operate and maintain the BMPs for its intended purpose for _____ years, the conservation practice service life. Summarize or attach the O & M Plan the landowner agreed to use to regularly inspect and maintain the BMPs.

4. Tech Transfer / Public Outreach. Briefly describe any action to demonstrate the value of the BMP to others:

INVOICE Nonpoint Source Grants Program
 Bureau of Land and Water Quality
 Maine Department of Environmental Protection

Invoice form for any NPS project grant agreement, refer to reverse side of this form for instructions

PROVIDER: _____ Invoice Date: _____

Name: _____

Mail Address: _____

City / State / Zip: _____

Project ID#: _____ Project Title: _____

Total Agreement Amount of Grant Funds: \$ _____

PAYMENT REQUESTED:

Total Expensed to Date \$ _____

Minus Prior Payments: \$ _____

Amount This Invoice: \$ _____

NON-FEDERAL MATCH:

Match Required \$ _____ minus Match to Date \$ _____ = Match Balance Remaining \$ _____

PROCUREMENT:

Funds were used for procurement: yes ___ no ___

If yes, submit the "MBE/WBE Utilization Report" form with this invoice.

CERTIFICATION: Provider certifies that grant funds were expensed or costs were incurred on allowed activities and purposes in accordance with the Grant Agreement. Upon request by DEP, the Provider agrees to produce the source documents used to prepare this payment request.

Submitted by: (signature - authorized Provider representative) _____

Name Printed _____ Title _____ Date: ___/___/___

PAYMENT APPROVED BY: (signature - DEP Agreement Administrator) _____

Name Printed _____ Date: ___/___/___

FOR DEP USE ONLY	Date received from AA ___/___/___	Date forwarded to Admin ___/___/___
AdvantageME CT No: _____		
Vendor Code _____	Fund _____	Agency _____ Unit _____ SubUnit _____
Object _____	Activity _____	SubActivity _____ Program _____ Amount \$ _____

Instructions

For any NPS Project grant agreement, the Provider (grantee) may use this form to request payment by reimbursement.

Provider Information

- Date the invoice was signed by the provider.
- Provider Name and Mailing Address.
- "Project ID Number" (example: 2008RR12) and "Project Title" (refer to Agreement or project work plan).
- "Total Agreement Amount". The total amount of grant funds is specified in the Agreement, on page 1.

Payment Requested

- "Total Expensed to Date". Total grant funds expensed or costs incurred to date for allowed project costs.
- "Prior Payments". The total amount of grant funds received to date by the Provider.
- "Amount this Invoice". Subtract the "Prior Payments" from "Total Expensed to Date".

Report Non-Federal Match Used to Date

- "Match Required". The amount of match shown on the budget page of the work plan.
- "Match to Date". The amount of non-federal match accumulated to date for the project.
- "Match Balance Remaining". Subtract "Match to Date" from "Match Required".

Procurement

Procurement is acquisition of supplies, equipment, construction or services. If a Provider (sub-recipient of federal funds) uses funds for procurements, then submit the DEP "MBE/WBE Utilization Report" form with the payment request.

Signatures / Certification

The Provider must date and sign the invoice certification.

Submitting the Invoice to DEP

Provider must submit an invoice with the signature....not a copy or email. Provider submits the Invoice to the DEP staff person assigned as Agreement Administrator for the project.

Payment

The DEP Agreement Administrator will inform the Provider whether the invoice is accepted or not accepted within 3 days of receipt. An Invoice will be accepted if DEP finds the Provider has exhibited adequate compliance and performance according to terms of the Grant Agreement, and the invoice is completed according to instructions. The Agreement Administrator will sign / date the invoice indicating acceptance; retain one copy for the project file; and forward the original invoice to the NPS Program Manager in Augusta. The Provider can anticipate receipt of the payment from the State within 4 weeks of acceptance.

DEP will retain 10% of the grant funds until closeout of the grant agreement.

Advance Payment

Payment will be made on a reimbursement basis only for grant funds expensed or costs incurred only for agreements issued after May 2009. Except if the Provider demonstrates a hardship, DEP may issue an advance payment confined to no more than 15 days. Refer to Rider B of the Grant Agreement.

INVOICE Nonpoint Source Grants Program
 Bureau of Land and Water Quality
 Maine Department of Environmental Protection

Invoice form for Agreements issued before June 2009 only, refer to reverse side of this form for instructions

PROVIDER: _____ Invoice Date: _____

Name: _____

Mail Address: _____

City / State / Zip: _____

Project ID#: _____ Project Title: _____

Total Agreement Amount of Grant Funds: \$ _____

REIMBURSEMENT METHOD:

Total Expensed to Date \$ _____ minus Prior Payments \$ _____ equals **Amount this Invoice \$** _____

ADVANCE METHOD: Specify the Advance Period for which funds are needed: ____ months (3 months max)

Prior Payments \$ _____ minus Total Expensed to Date \$ _____ equals Balance on Hand \$ _____

Projected Cash Needs \$ _____ minus Balance on Hand \$ _____ equals **Amount this Invoice \$** _____

Task #	Brief Explanation of Projected Cash Needs for Advance Period	Est. Cost
		\$
		\$
		\$
		\$
Sum of Projected Cash Needs		\$

NON-FEDERAL MATCH:

Match Required \$ _____ minus Match to Date \$ _____ = Match Balance Remaining \$ _____

PROCUREMENT:

Grant funds were used for procurement: yes ___ no ___

If yes, submit the "MBE/WBE Utilization Report" form with this invoice.

CERTIFICATION: For reimbursement, Provider certifies that grant funds were expensed on allowed activities and purposes in accordance with the Grant Agreement. For advances, Provider certifies that the requested payment is needed for expected project expenses during the advance period and that funds will be expensed on allowed activities and purposes in accordance with the Grant Agreement. Provider agrees to produce on request the source documents used to prepare this payment request.

SUBMITTED BY: (signature - authorized Provider representative) _____

Name Printed _____ Title _____ Date: ___/___/___

PAYMENT APPROVED BY: (signature - DEP Agreement Administrator) _____

Name Printed _____ Date: ___/___/___

FOR DEP USE ONLY	Date received from AA ___/___/___	Date forwarded to Admin ___/___/___
AdvantageME CT No: _____		
Vendor Code _____	Fund _____	Agency _____ Unit _____ SubUnit _____
Object _____	Activity _____	SubActivity _____ Program _____ Amount \$ _____

Instructions: For a NPS Project grant agreement issued prior to June 2009 allowing advance payment, the Provider (grantee) may use this form to request advance payment or reimbursement.

Provider Info

- Date the invoice was signed by the provider; and Provider Name and Mailing Address.
- "Project ID Number" (example: 2008RR12) and "Project Title" (refer to Agreement or project work plan).
- "Total Agreement Amount". The total amount of grant funds is specified in the Agreement, on page 1.

Payment Method - Reimbursement or Advance

- Complete the "REIMBURSEMENT" section, if the invoice is to reimburse the Provider for funds expensed. Do not complete the "ADVANCE" section.

- Complete the "ADVANCE" section if the invoice is for (1) an advance payment only or (2) reimbursement and an advance. Do not complete the "REIMBURSEMENT" section.

NOTE: For an agreement issued after 5/09, payment is confined to reimbursement only, except DEP may issue an advance payment due to hardship.

Request for Reimbursement

- "Total Expensed to Date". The total grant funds the Provider expensed to date for allowed project costs.
- "Prior Payments". The total amount of grant funds received to date by the Provider.
- "Amount this Invoice". Subtract the "Prior Payments" from "Total Expensed to Date".

Request for Advance

- "Advance Period". Specify the advance period in months, not to exceed 3 months.
- "Prior Payments". The total amount of grant funds received to date by Provider.
- "Total Expensed to Date". The total grant funds the Provider expensed to date for allowed project costs.
- "Balance On Hand". Subtract "Expended to Date" from "Prior Payments".
- "Projected Cash Needs". This is an estimate of the amount of grant funds that the provider will need to expense during the advance period. Provide a brief explanation of anticipated work and costs in the table.
- "Amount this Invoice". Subtract "Balance on Hand" from "Projected Cash Needs".

Report Non-Federal Match Used to Date

- "Match Required". The amount of match shown on the budget page of the work plan.
- "Match to Date". The amount of non-federal match accumulated to date for the project.
- "Match Balance Remaining". Subtract "Match to Date" from "Match Required".

Procurement

Procurement is acquisition of supplies, equipment, construction or services. If a Provider (sub-recipient of federal funds) uses grant funds for procurements, then submit the DEP "MBE/WBE Utilization Report" form with the payment request.

Signatures / Certification

The Provider must date and sign the invoice certification.

Submitting the Invoice to DEP

Provider must submit an invoice with the signature....not a copy or email. Provider submits the original Invoice to the DEP staff person assigned as Agreement Administrator for the project.

Payment

The DEP Agreement Administrator will inform the Provider whether the invoice is accepted or not accepted within 3 days of receipt. An Invoice will be accepted if DEP finds the Provider has exhibited adequate compliance and performance according to terms of the Grant Agreement, and the invoice is completed according to instructions. The Agreement Administrator will sign / date the invoice indicating acceptance; retain one copy for the project file; and forward the original invoice to the NPS Program Manager in Augusta. The Provider can anticipate receipt of the payment from the State within 4 weeks of acceptance.

Attachment F

(grantee letter head)

COST SHARING AGREEMENT between (grantee name) and (owner name)

A. Purpose. (grantee name) will provide technical and cost sharing assistance to (owner name) to install Best Management Practices (BMPs) that will abate nonpoint pollution. This work is needed to help achieve the goals of: **Nonpoint Source Pollution Control Project - (number, project name).**

NPS Site Description:

Briefly ID the site location and describe the NPS problem

BMPs to be Installed:

Briefly describe the proposed BMPs to be installed to solve the NPS problem.
Provide the "Estimate of allowable cost for the BMP installation"

B. (Grantee name) agrees to:

1. Provide to the Owner design and specifications for the proposed Best Management Practices (BMPs) and an estimate of allowable costs for the BMPs to be constructed / installed under this Agreement. The design and specifications are an attachment to this Agreement. The design meets Maine BMP Guidelines, Natural Resources Conservation Service (Field Office Technical Guide), or other recognized BMP guidance.
2. Reimburse the Owner at a rate of ___ % of the costs to implement the practices in the design and specifications attached, not to exceed \$ _____, after verification the BMP was installed in accordance with the design.
3. Provide technical assistance to help the owner install the BMP in accordance with the design.
4. Provide a brief Operation & Maintenance Plan describing how to operate and maintain the proposed BMPs.

C. (Owner name) agrees to:

1. Construct / install the proposed BMPs as described in the attached design and specifications provided by (grantee name). If the Owner hires a contractor, preference will be given to contractors with staff certified in Erosion Control Practices by DEP.
2. If needed, obtain any local, state or federal permits to install / construct BMPs under this Agreement; and comply with such requirements if applicable. Signing this Agreement does not provide permits.

3. Complete all construction /installation work by (date), unless approved in writing by both parties.
4. Provide documentation to (name of grantee) to substantiate the costs (expenses and/or in-kind services) to construct / install the BMP project after completion of the work or as requested.
5. Allow the (name of grantee) access to the site area to inspect the BMP or show the BMP to others at a mutually convenient and pre-arranged time for a period of five years.
6. Properly operate and maintain BMPs according to the Operation & Maintenance Plan provided by (grantee name) for the service life of the BMP, which is _____ years. Operation & maintenance includes actions needed to keep the completed practice safe and functioning as intended, work to prevent deterioration of the practice, repairing damage, or replacement of the practice to its original condition if one or more components fail.

D. Payments

1. The Owner agrees to pay costs for the constructing / installing the BMPs recommended in the design and specifications including payments to contractors and others.
2. The Grantee will reimburse the Owner for the costs of constructing / installing the BMPs at the rate specified in B.2. after certification in writing by the (grantee name) representative that the BMPs were installed according to the design and specifications.

E. Changes

If necessary, the parties may mutually agree to change this Agreement. The Owner will notify (Grantee name), in advance, regarding proposed changes to this Agreement or the BMP design and specifications or cost estimate. Changes to this Agreement must be documented in writing, signed by the parties and attached to this Agreement.

ENDORSEMENTS

The undersigned hereby agree to the terms of this Cost Share Agreement.

(Owner name)

(Grantee name)

Signature

Signature

Name Printed

Name Printed

Date _____

Date _____

Phone #

Phone #

Mailing Address:

Mailing Address:

NOTE: Attach the Design and Specifications for the proposed BMPs to this Agreement

Attachment G

Pollutants Controlled Report

Maine Department of Environmental Protection
NPS Grants Program - Bureau of Land and Water Quality

Purpose

EPA National 319 Program Guidelines requires all States report estimates of pollutant load reduction and resource protection accomplished during NPS Projects into EPA's national database, the Grant Records Tracking System (GRTS). Therefore, DEP requires annual pollutants controlled reports (PCR) for all NPS Watershed Implementation Projects. Two types of information are needed: (1) pollutant load reduction estimates for NPS Sites treated with BMPs; and (2) acreage and/or lineal footage of wetlands, stream banks, and shoreline protected or restored. Grantees provide the information on this DEP form, "Pollutants Controlled Report" (PCR).

Instructions

1. Pollutant Load Reduction Estimates. BMP implementation projects intended to control sediments and/or nutrients are required to have estimates of the NPS pollutant load reductions achieved. Load reductions are required for sediment (tons/year) and nutrients – phosphorus and/or nitrogen (lbs/year). For each NPS project, a grantee is obliged: (a) identify the method(s) used to estimate NPS load reductions, and (b) estimate the amounts of pollutant load reduced for the year.

DEP recommends using the methods described in the EPA "Region 5 Model" and/or the Water Erosion Prediction Project (WEPP) computer model to estimate NPS load reductions. These models are described at websites <http://it.tetrattech-ffx.com/step/> and <http://forest.moscowfsl.wsu.edu/fswepp/>, respectively. DEP allows the use of other accepted estimation methods that are appropriate. Contact DEP for review and approval if you plan to use an alternate estimation method.

- Step 1. Complete "Table 3 - List of NPS Sites & Methods Used". For each NPS site, list a very brief description of the site, the estimation method used; and the estimated pollutant load reduction for sediment and phosphorus. If the BMPs are intended to control nitrogen, then also report nitrogen reduced.
- Step 2. Complete "Table 1 - Pollutant Load Reduction Estimates for NPS Sites Treated with BMPs". Report the total pollutant load reductions for the project for the year. Report the name of the waterbody and associated load reductions for the year. If the project is directed at more than one waterbody, then report the load reductions for each waterbody.

2. Resources Protected or Restored. Complete "Table 2 Wetlands, Streambanks, Shoreline Protected / Restored During This Project". Provide quantitative information about work accomplished during the NPS project to create or restore wetlands, protect stream banks or shoreline, and stabilize stream channels. This information may be estimated from scaled maps or photos if not readily available from documented field measurements (the preferred approach).

3. Documentation. Attach a brief description and copy of supporting calculations sufficient show how the reported data was generated.

4. Submitting the PCR Report. Grantees submit a PCR to DEP annually by December 31 of each year and upon completion (closeout) of the project. If there were no load reductions or resources protected during the reporting period, then a PCR stating that fact must be submitted to DEP. Submit the PCR (mail or e-mail) to the DEP Agreement Administrator for the project.

Pollutants Controlled Report
 Maine Department of Environmental Protection
 NPS Grants Program - Bureau of Land and Water Quality

YEAR: _____

NPS Project ID#: _____ Project Title: _____

Grantee: _____ DEP Agreement Admin: _____

TABLE 1. Pollutant Load Reduction Estimates for NPS Sites Treated with BMPs

Water Body Name	Sediment tons per year	Phosphorus pounds per year	Nitrogen pounds per year
Totals			

TABLE 2. Wetlands, Streambanks, Shoreline Protected / Restored During This Project

Resource	Planned acres	Actual acres	Planned lineal feet	Actual lineal feet
Wetlands restored			not applicable	not applicable
Wetlands created			not applicable	not applicable
Streambank /shoreline protected	not applicable	not applicable		
Stream channel stabilized	not applicable	not applicable		

The estimations in this report were determined using the appropriate estimation model(s) and applied according to the procedures prescribed for the model. To the best of my knowledge these are reasonable estimates using appropriate methods. Documentation of the estimates is attached to this PCR for review by DEP / EPA.

Submitted by (for Grantee): _____ on ___/___/___
Signature Printed Name

Reviewed by (for DEP): _____ on ___/___/___
Signature Printed Name

Pollutants Controlled Report
 Maine Department of Environmental Protection
 NPS Grants Program - Bureau of Land and Water Quality

NPS Project ID#: _____, for the year _____

TABLE 3. List NPS Sites, Methods Used, & Pollutants Controlled

Site ID (name or # from site list)	Brief Description NPS Site	Estimation Method / Sub- Method Used	Sediment Tons / Yr	Phosphorus Pounds /Yr	Nitrogen Pounds/ Yr
Totals for the Year:					

Pollutant Load Reduction Estimation Methods

1. Region 5 Model Refer to EPA website <http://it.tetrattech-ffx.com/step/> Go to the Region 5 Load Estimation Users Manual, “Michigan Method”.

Descriptors to use for Region 5 Model sub-methods:

R5 / GEE	Gulley Stabilization - uses Gulley Erosion Equation
R5 / CEE	Streambank / Ditchbank and Roadbank Stabilization - uses Channel Erosion Equation
R5 / Fields	Agricultural Fields - uses Revised Universal Soil Loss Equation (RUSLE), sediment delivery ratio and contributing drainage area.
R5 / Filter	Filter Strips - uses relative gross filter strip effectiveness
R5 / Feedlot	Feedlot Pollution Reduction - uses a 12 step method

2. WEPP Model. Refer to USFS website <http://forest.moscowfl.wsu.edu/fswcpp/> Water Erosion Prediction Project (WEPP) computer model

Attachment H

Excerpt, Grant Agreement, Rider E, EPA Performance Partnership Grant Terms and Conditions

UTILIZATION OF MINORITY AND WOMEN'S BUSINESS ENTERPRISES

In accordance with the USEPA's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under assistance programs, the Sub-recipient agrees to take Six Good Faith Efforts to assure that disadvantaged business enterprises are used as subcontractors, when possible.

A. Fair Share Objective Goal

The overall Disadvantaged Business Enterprises (DBE) "fair share" goal for this Agreement is 5.45%. Goals for Minority-Owned Business Enterprises (MBE) and Women-Owned Business Enterprises (WBE) participation are 1.11% for MBE and 4.34% for WBE. The Sub-recipient must demonstrate a good faith effort toward meeting the goals.

To identify certified MBE and WBE firms for the purposes of compliance with the terms of this Agreement, at a minimum, the Sub-recipient will use the DBE list maintained by the Maine Department of Transportation and available on their website at <http://www.maine.gov/mdot/disadvantaged-business-enterprises/pdf/directory.pdf>. For trades not listed in the MDOT directory, additional certified businesses may be listed in the Massachusetts State Office of Minority and Women Business Assistance (SOMWBA) web site, found at: <http://www.somwba.state.ma.us>

B. Six Good Faith Efforts, 40 CFR, Part 33.301.

The Sub-recipient agrees to make the following six good faith efforts whenever procuring construction, equipment, services and supplies under this agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (1) Require Disadvantaged Business Enterprises (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State, and local government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (2) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (3) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

- (4) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (5) Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce in finding DBEs.
- (6) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (1) to (5) of this section

C. Contract Administrative Provisions, 40 CFR, Section 33.302

The Sub-recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

D. MBE/WBE REPORTING

The Sub-recipient is required to submit MBW/WBE Utilization Reports to the Department until the project is completed. The Department will provide a Form for the MBE/WBE Utilization Report.



Maine Department of Environmental Protection
MBE/WBE Utilization Report

If the Grantee used project funds for procurement in the reporting period, then submit this Report with the payment request.

Procurement means acquisition of supplies, equipment, construction or services.

MBE means "minority business enterprises; WBE means "women's business enterprises"

Reporting Period means the time period since the previous invoice.

Project # _____ Project Title _____ Grantee: _____

1. Total Procurement Amount in the Reporting Period: _____

2. Actual MBE/WBE Procurement Accomplished in the Reporting Period:

Vendor Name: Address: City/State/Zip: Procurement Summary:	Amount: 	Date: 	Check applicable box MBE <input type="checkbox"/> WBE <input type="checkbox"/>
Type of Product or Service Code:			

Vendor Name: Address: City/State/Zip: Procurement Summary:	Amount: 	Date: 	Check applicable box MBE <input type="checkbox"/> WBE <input type="checkbox"/>
Type of Product or Service Code:			

Type of Product or Service Codes: 1 = construction; 2 = supplies; 3 = services; 4 = equipment

Signed By: _____ Title _____ Date _____

<p>Pollutants Controlled Report Maine Department of Environmental Protection NPS Grants Program - Bureau of Land and Water Quality</p>

YEAR: _____

NPS Project ID#: _____ Project Title: _____

Grantee: _____ DEP Agreement Admin: _____

TABLE 1. Pollutant Load Reduction Estimates for NPS Sites Treated with BMPs

Water Body Name	Sediment tons per year	Phosphorus pounds per year	Nitrogen pounds per year
Totals			

TABLE 2. Wetlands, Streambanks, Shoreline Protected / Restored During This Project

Resource	Planned acres	Actual acres	Planned lineal feet	Actual lineal feet
Wetlands restored			not applicable	not applicable
Wetlands created			not applicable	not applicable
Streambank /shoreline protected	not applicable	not applicable		
Stream channel stabilized	not applicable	not applicable		

The estimations in this report were determined using the appropriate estimation model(s) and applied according to the procedures prescribed for the model. To the best of my knowledge these are reasonable estimates using appropriate methods. Documentation of the estimates is attached to this PCR for review by DEP / EPA.

Submitted by (for Grantee): _____ on ___/___/___
Signature Printed Name

Reviewed by (for DEP): _____ on ___/___/___
Signature Printed Name

Pollutants Controlled Report
 Maine Department of Environmental Protection
 NPS Grants Program - Bureau of Land and Water Quality

NPS Project ID#: _____, for the year _____

TABLE 3. List NPS Sites, Methods Used, & Pollutants Controlled

Site ID (name or # from site list)	Brief Description NPS Site	Estimation Method / Sub- Method Used	Sediment Tons / Yr	Phosphorus Pounds /Yr	Nitrogen Pounds/ Yr
Totals for the Year:					

Pollutant Load Reduction Estimation Methods

1. Region 5 Model Refer to EPA website <http://it.tetrattech-ffx.com/stepl/> Go to the Region 5 Load Estimation Users Manual, “Michigan Method”.

Descriptors to use for Region 5 Model sub-methods:

R5 / GEE	Gulley Stabilization - uses Gulley Erosion Equation
R5 / CEE	Streambank / Ditchbank and Roadbank Stabilization - uses Channel Erosion Equation
R5 / Fields	Agricultural Fields - uses Revised Universal Soil Loss Equation (RUSLE), sediment delivery ratio and contributing drainage area.
R5 / Filter	Filter Strips - uses relative gross filter strip effectiveness
R5 / Feedlot	Feedlot Pollution Reduction - uses a 12 step method

2. WEPP Model. Refer to USFS website <http://forest.moscowfsl.wsu.edu/fswepp/> Water Erosion Prediction Project (WEPP) computer model



**Bureau of Land and Water Quality
Division of Watershed Management**
Standard Operating Procedure

Standard Operating Procedures for Regular Contact and
Site Visits for Nonpoint Source Projects

1. **Applicability.** This Standard Operating Procedure (SOP) applies to all Bureau of Land and Water Quality staff assigned as Agreement Administrator for a Nonpoint Source Project funded through the NPS Grants Program.
2. **Purpose.** DEP is responsible for monitoring Grantee (subrecipient) use of federal awards through review of Grantee reports and deliverables, site visits and regular contact. This SOP describes procedures for regular contact and site visits to monitor Grantee compliance with the grant agreement.
3. **Definitions.**
 - A. **AGREEMENT ADMINISTRATOR (AA).** DEP staff person designated in a Grant Agreement or an Agreement to Purchase Services to represent the DEP (agency contact person) to monitor Grantee performance. The DEP Agreement Administrator helps ensure that work is carried out according to the work plan by regular contact, conducting site visits, reviewing deliverables, addressing any problems or questions, and authorizing payments.
 - B. **FIELDWORK SITE VISIT.** AA visit to ensure BMPs installed at NPS Sites are appropriate for the site.
 - C. **NPS GRANT ADMINISTRATIVE GUIDELINES.** DEP publication that (1) details reporting requirements, and (2) provides other information to help Grantees administer a NPS project to comply with the Grant Agreement.
 - D. **GRANTEE.** The legal entity to which a grant is made and which is accountable to DEP for the use of the funds provided.
 - E. **GRANTEE OFFICE VISIT.** AA visit at Grantee office to monitor Grantee compliance with the grant agreement by interviewing staff, reviewing records, and observing operations.
 - F. **NPS PROJECT.** A nonpoint source pollution control project funded and administered by the DWM Nonpoint Source Grants Program pursuant to a Grant Agreement.
 - G. **SUBRECIPIENT.** The legal entity to which a federal subaward is made and which is accountable to the recipient (DEP) for the use of the funds provided. (adapted from EPA definition)
 - H. **REGULAR CONTACT.** Periodic contacts made with a Grantee to check in on the progress regarding a NPS project.



4. Responsibilities.

AGREEMENT ADMINISTRATOR: The Agreement Administrator makes regular contact with a Grantee and conducts site visits as needed according to this SOP to monitor Grantee compliance with the grant agreement.

NPS GRANTS PROGRAM MANAGER: The NPS Grants Program Manager provides supervisory review of Fieldwork Site Visits Reports and the Grantee Office Site Visit Checklists.

5. Guidelines and Procedures.

A. Regular Contact - When Needed & Documentation

DEP AA is expected to have contact with a Grantee about a NPS project by voice, email, letter or site visit at least once every 3 months. The AA will document key contacts with a Grantee (site visits, meetings, decisions, phone calls, etc.) in writing for the NPS project file (paper or electronic file) to help enable successful project completion and exhibit DEP monitoring of the project.

B. Grantee Office Visits - When Needed

The AA will visit the Grantee at his or her office once per year and complete the Grantee Office Visit Checklist.

For New Projects, the AA will contact the Grantee within 2 months of project start-up to review the Grant Agreement, Project Work Plan, and the NPS Grant Administrative Guidelines to help ensure the Grantee understands his or her responsibilities and is prepared to effectively administer the project.

C. Grantee Office Visit - Procedures

The Grantee office visit is conducted to monitor Grantee compliance with the grant agreement by interviewing staff, reviewing records, and observing operations. The AA interviews Grantee staff and checks on Grantee documentation or records that support Grantee reports and deliverables. The Office Visit provides an opportunity for the AA and Grantee staff to review project progress, discuss the grant administrative guidelines, respond to Grantee questions, identify construction sites that need DEP site visits, etc. The AA will use the Grantee Office Visit Checklist to guide and document the visit.

The AA will exercise best professional judgment to determine whether observed Grantee practices are satisfactory or need improvement. The AA will request the Grantee take action to improve practices if needed.

The AA will document the Grantee Office Visit on the DEP form, Grantee Office Visit Checklist, see attachment. The AA will provide a copy of the checklist to the Grantee and the Program Manager and file the checklist in the NPS Project file.



D. Fieldwork Site Visits - When Needed

1. Appropriate BMPs at NPS sites.

According to the grant agreement, Grantees are obliged to design and install BMPs at NPS sites according to design guidance described in Maine best management practice guidance manuals or use other BMPs acceptable to the Department.

2. Purpose. The purpose of fieldwork site visits is to help ensure the Grantee uses BMPs that are appropriate for NPS sites.

3. Site Visits After Construction.

When a NPS site involves >\$2,500 construction costs paid by grant funds, the AA will conduct a Fieldwork Site Visit during and/or after construction to observe the BMPs installed at an NPS site.

4. Site Visits Before Construction.

The level of difficulty to assess site conditions, design BMPs, and construct BMPs for a NPS site ranges very widely from simple (buffer plantings, water bars, etc) to fairly complicated (biofilters, manure pits, etc). Costs for getting BMPs installed (landowner contacts, permits, design, and construction, etc.) varies widely among different types of NPS sites.

Many NPS projects involve installation of BMPs at numerous NPS sites. DEP does not need to visit relatively simple, lower cost NPS sites. When a NPS site is relatively complicated or high cost, the AA will do a site visit before construction. The AA will use best professional judgment to determine if a visit is needed to help ensure the Grantee uses appropriate BMPs. To decide whether a site visit is needed, the AA will consider (a) cost and complexity of the site; and (b) the knowledge, skills, and experience of the person(s) evaluating and designing BMPs for the NPS site.

E. Fieldwork Site Visits - Procedure

1. Site Visits Before Construction. When needed, the AA visits NPS sites in the field before construction to ensure the Grantee will use BMPs that are appropriate for the site.

2. Site Visits After Construction. When needed, the AA will visit sites in the field to observe BMPs installed at NPS site(s) to see if BMPs appear appropriate for the site and functional.

3. The AA will advise the Grantee when Fieldwork Site Visits are planned and invite the Grantee to accompany them. The AA will consult with the Grantee, the landowner, review information in the NPS Project File, or use other means to learn about the pre and post construction conditions at the NPS site. If the BMPs at the site do not appear to be appropriate or needs maintenance, then the AA will contact the Grantee to discuss the matter and determine actions needed to ensure the BMPs are appropriate for the site, functional and maintained.

4. The AA will document the Fieldwork Site Visits on the DEP form, Fieldwork - Site Visits Report, see attachment. The AA will: identify the site; provide relevant brief comments about site conditions observed; if post-construction, do the BMPs installed appear to appropriate for the site and functional;



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if pre-construction, any recommendations. The AA will provide a copy of a Fieldwork Site Visit Report to the Grantee and to the Program Manager for review. The report will be filed in the NPS project file.

6. References.

Maine Department of Environmental Protection Quality Management Plan (2006)

Maine Section 319 NPS Management Program Quality Assurance Program Plan, Maine Department of Environmental Protection 1/30/06



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FIELDWORK - SITE VISITS REPORT

NPS Project # Title: _____

Grantee: _____

AA Name: _____ Date: _____

Grantee Staff Name (if present): _____

NPS Site Name	Location	Construction B - before D - during A - after	Brief Comments: Site conditions observed; if pre-construction, any recommendation; if post construction, do BMPs appear to be appropriate for the site, functional and maintained; follow-up actions needed, if any; other comments

Reviewed by DEP NPS Program Manager: _____ Date: _____



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GRANTEE OFFICE VISIT CHECKLIST

Complete the Grantee office visit checklist based on interview with the Grantee, reviewing records, observing operations, and sampling information associated with active NPS Projects.

Grantee: _____ Grantee Representative: _____ Office Visit Date: ___/___/___

DEP Agreement Administrator: _____

A. List Active NPS Projects the Grantee Administers

ID# and Project Title	Planned Project Completion Date	Agreement Expiration Date	Grant Amount	Total of DEP payments received

(add more rows if necessary)

B. Administration - Applicable to All Active NPS Projects the Grantee Administers

	Status		Comments Summarize observations; add any useful comment; if improvement is needed, summarize what is needed.
	ok	Needs improving	
1. Grantee Responsibilities Interview. AA interview with Grantee to review awareness and knowledge of responsibilities summarized in Section I, GAG			
2. OMB Circular A-133 Audit. Did the Grantee expend > \$500,000 in funds from all federal sources during the Grantee's fiscal year? If yes, did they complete the Audit?			
3. Recordkeeping. Ask the Grantee to show you how they organize & file records pertaining to the NPS project(s). Are records reasonably organized and accessible to DEP if requested? Is there an archive system to keep for 3 yrs?			



C. Review of Specific NPS Project(s)

Complete this checklist for each NPS project reviewed during the Grantee Office Visit

ID# and Project Title: _____

	Status		Comments Summarize observations; add any useful comment; if improvement is needed, summarize what is needed.
	ok	Needs improving	
1. Project Work Plan. Review work plan & discuss progress to date.			
2. Pace Implementing Work & Planned Completion Date. Is project work progressing at a pace needed to complete the project by the planned completion date?			
3. AA Visits for Construction Sites. Identify NPS sites that AA needs to see in the field (post-construction, >\$2,500 grant cost; or pre-construction, if complex or high cost)			
4. Changes in the Work. Is DEP promptly notified if "Changes in the Work" are necessary? Is there adequate documentation?			



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	Status		Comments Summarize observations; add any useful comment; if improvement is needed, summarize what is needed.
	ok	Needs improving	
5. Deliverables. Ask to see examples of some deliverables produced to date. Are deliverables generally satisfactory and provided to DEP when completed?			
6. Pollutants Controlled Reports. Review documentation supporting the annual Pollutants Controlled Report submitted to DEP			
7. Cost Share Agreements. Does the Grantee operate its cost sharing program generally according to the GAG? Review some agreements.			
8. Non-Federal Match. Ask the Grantee to show you how they accumulate and document match as the project proceeds.			
9. Grantee Comments, Other Items.			

Reviewed by DEP NPS Program Manager: _____ Date: _____

Bureau of Land and Water Quality
Division of Watershed Management
Standard Operating Procedure
Standard Operating Procedures For Filing Documents and Records
Pertaining to Nonpoint Source Projects for the Bureau of Land & Water Quality (BLWQ)

1. **Applicability.** This Standard Operating Procedure (SOP) applies to all Bureau of Land and Water Quality staff that develop or utilize Nonpoint Source Project files funded through the NPS Grants Program, in the Regional Offices or in the Augusta Office.

2. **Purpose.** The purpose of this SOP is to ensure that: (a) NPS Project files are properly created & maintained and contain pertinent documents and records; (b) all Department personnel can easily find NPS project files containing the pertinent documents and records; and (c) files are properly tracked during use by staff and returned to the proper location in the NPS Project File System in the DEP Regional Offices or the Augusta Office.

3. **Definitions**
 - A. **AGREEMENT ADMINISTRATOR.** DEP staff person designated in a Grant Agreement or an Agreement to Purchase Services to represent the DEP (agency contact person) to monitor grantee or contractor performance. The DEP Agreement Administrator helps ensure that work is carried out according to the work plan by conducting site visits, reviewing deliverables, addressing any problems or questions, and authorizing payments.

 - B. **NPS Project.** A nonpoint source pollution control project funded and administered under the auspices of the DWM Nonpoint Source Grants Program, pursuant to a Grant Agreement or an Agreement to Purchase Services (aka "contract").

4. Responsibilities

A. **AGREEMENT ADMINISTRATORS:**

For each NPS project assignment, it is the assigned Agreement Administrator's responsibility to:

- (1) create one NPS Project file;
- (2) maintain the NPS File in his or her office;
- (3) file pertinent documents and records in the project file; and
- (4) control the location of the project file in the filing system for NPS Projects described in this SOP.

B. **DIVISION OF WATERSHED MANAGEMENT NPS PROGRAM UNIT:**

At the beginning of all NPS Projects, the DWM NPS Program Unit ES3 creates a new file for every new NPS Project to be located and maintained in the Augusta file system.

5. Guidelines and procedures

A. DEP OFFICES - FILING SYSTEM FOR NPS PROJECTS.

- (1) Agreement Administrators service NPS Projects from four (4) DEP office locations (Augusta, Bangor, Presque Isle and Portland). The Agreement Administrator is responsible to create and maintain the NPS Project File for each project assigned to him or her. The entire Project File shall be located at the DEP office that the Agreement Administrator works in.
- (2) The entire project file for each NPS Project includes the paper file and the electronic file.

the ENTIRE NPS PROJECT FILE = [the PAPER FILE] + [the ELECTRONIC FILE]

B. REGIONAL OFFICES. For NPS Projects serviced by regional office staff, the entire NPS Project file will be located in the Regional Offices.

Regional Office - NPS Project File

- Entire NPS Project file for each project serviced from regional office.

C. AUGUSTA OFFICE. For NPS projects serviced by Augusta staff, the entire NPS Project file will be located in the Augusta office. For projects serviced from DEP regional offices, the file in the Augusta Office will contain only key documents and records including the Agreement, Deliverables and other pertinent information submitted to the Augusta Office.

Augusta Office - NPS Project File

- Entire NPS Project file for each project serviced from the Augusta office.
- Core paper file (Agreements, Deliverables, etc.) for each project serviced from Regional Offices.

D. FILE CABINET LOCATIONS.

- (1) AUGUSTA The file cabinets are located in the "Map Room" in the Augusta office located on the third floor of the Ray Building between stairways at the center of the Ray Building. The file cabinet for the most recent 3 years of NPS projects is located at the DWM NPS Program Unit ES3 work station cubical.
- (2) NMRO The file cabinet is located in the BLWQ WMD office.
- (3) EMRO The file cabinet is located in the BLWQ office.
- (4) SMRO The file cabinet is located in located in the file and publication storage area in the Watershed Management Division section of the office.

E. FILES STORAGE - PAPER.

- (1) Documents and records shall be stored in a folder ("Pendaflex" or similar type).
- (2) Each file folder shall be labeled with Project ID number and Project Title on line 1 and name of the Grantee or Contractor on line 2. Add information to the label as shown to clearly indicate if more than one folder is used to hold the paper file.

2004-51 Gray River Watershed - Phase 2
Clinton County SWCD File #2 of 3

- (3) NPS project files shall be placed in file cabinet drawers labeled as "NPS Project Files (Year)". Files shall be arranged in the drawers numerically by Project ID Number in ascending order.

F. FILES AT AGREEMENT ADMINISTRATOR DESKS / CUBICLES. An Agreement Administrator may store NPS Project files at his/her desk to facilitate servicing active NPS Projects. NPS Project files must be located at an individual's desk/cubicle such that they are readily accessible. NPS project files shall be located together in a labeled desk file drawer or files box at the Agreement Administrator's work station. Project files shall be arranged in numerical order. An Agreement Administrator should avoid holding more files than needed at his or her desk at any one time and return project files to the file cabinet location.

G. FILES STORAGE - ELECTRONIC.

- (1) Pertinent NPS Project documents received in electronic format shall be placed within the Numbered Projects folder located on the DEP Augusta server. The current path to the appropriate directory is H:/L&W/watershed/Nonpoint Source Grant Program/Numbered Projects. The folders are organized by year. Within the folder year the respective sub-folders are each labeled with the Project ID number and Project Name.
- (2) As with paper files, electronic documents shall be placed in the appropriate subfolder according to section 5.I.
- (3) The entire project file for each NPS Project includes the paper file and the electronic file. Filed electronic documents filed according to section G(1) do not need to be printed and filed in the paper folder. An Agreement Administrator may chose to file a paper copy of a document in the paper file folder as needed.

H. FILE FOLDER CONTENTS. File folder contents shall include all pertinent documents and records directly relating to the Agreement. Records retained by the Department documenting activities pertaining to NPS Projects shall be uniquely identified by NPS Project Number and Date. DEP Agreement Administrators may label the record with the associated NPS Project Number and Date, if not provided by the record originator.

- I. SUBFOLDERS WITHIN A FILE FOLDER. Each File Folder shall contain a basic set of five (5) manila subfolders labeled as follows. If warranted, additional subfolders with different labels may be added to facilitate file organization.

"Agreement" subfolder holds the Agreement; project work plan; Agreement amendment(s); documentation of "changes in the work", and associated correspondence.

"Deliverables" subfolder holds all Deliverables specified in the Agreement except Progress Reports.

"Progress Reports" subfolder holds Progress Reports and associated correspondence.

"Payments" subfolder holds invoices, payment or account information.

"Everything Else" subfolder holds correspondence (letters, emails), site visit memos, meeting notes, DEP closeout letter etc. that directly relate to project activities or the Agreement.

- J. PAPER ORGANIZATION WITHIN A SUBFOLDER

Documents and records in subfolders shall be organized in reverse chronological order ie., the most recent document in each subfolder being on top/front of the file and the oldest document being on the bottom / back of the subfolder.

- K. PROTOCOL FOR CHECKING OUT A FILE FROM THE FILE CABINETS IN THE AUGUSTA OFFICE OR REGIONAL OFFICES. Anytime anyone removes a file from the file cabinet an "out card" shall be inserted in the area on the shelf where the file is removed from. The "out cards" are manila cards with a tab that has the word "OUT" on the side and are prominently on display stockpiled at the file cabinet(s). The "out card" must have the month, day and year (numeric); last name of the person checking out the file and the project number of the file being checked out written in the columns and lines on the check out card.

Example: 8/15/02, J. Stevens, 2003-24 Bond Brook

If a file is passed onto another individual, the "out card" must be revised by the person who originally removed the file to reflect the change in "ownership."

- L. MAINTENANCE OF FILES. Agreement Administrators are responsible for eliminating unnecessary documents, organizing the documents in reverse chronological order within the subfolders. If one is unsure of the value of a document (retain or throw away), check with the NPS Program Manager.

- M. RETURNING FILES TO THE FILE CABINETS IN AUGUSTA, THE BANGOR, PORTLAND, OR PRESQUE ISLE REGIONAL OFFICE. When a file is returned to the file room, the person returning the file is responsible for the ensuring the following items are completed:

The NPS Project file folder is properly labeled.

Subfolders are properly labeled.

Documents in each subfolder are arranged in reverse chronological order.

The file is placed in the correct file drawer.

The "out card" is removed from the file drawer, the information on the card is crossed out and the card returned to the stockpile.

N. RECORDS RETENTION. DEP shall retain each NPS Project File a minimum of 3 years after DEP receives notification that EPA has executed closeout of the Assistance Agreement that was the source of the grant funds for the NPS Project.

6. References. MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION QUALITY MANAGEMENT PLAN (JUNE 2001)

Division of Watershed Management

