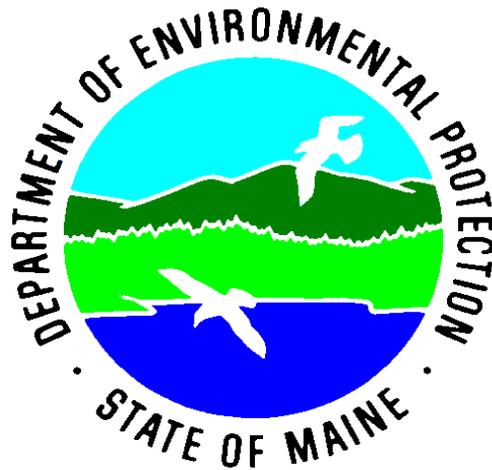


# Nonpoint Source Grant Administrative Guidelines

## Nonpoint Source Grants Program

June 2010



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# NPS Grant Administrative Guidelines

## Nonpoint Source Grants Program

### Table of Contents

Purpose	
Section 1.	Grantee Responsibilities ..... Page 1
Section 2.	DEP Responsibilities ..... 2
Section 3.	Project Deliverables ..... 4
Section 4.	Procurement ..... 4
Section 5.	Cost Sharing for BMP Construction..... 5
Section 6.	Problem Resolution ..... 7
Section 7.	Changes in the Work - Requesting Approval ..... 7
Section 8.	Invoices and Payments ..... 9
Section 9.	Non-Federal Match..... 10
Section 10.	NPS Site Reports ..... 12
Section 11.	Progress Reports ..... 13
Section 12.	Pollutants Controlled Reports..... 14
Section 13.	Final Project Report..... 15
Section 14.	Closeout of Grant Agreement..... 15

### 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
Attachment F	Cost Sharing Agreement - Example
Attachment G	Pollutants Controlled Report Form
Attachment H	Utilization of Minority & Women's Business Enterprises
Attachment I	MBE/WBE Utilization Report Form

# 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](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:

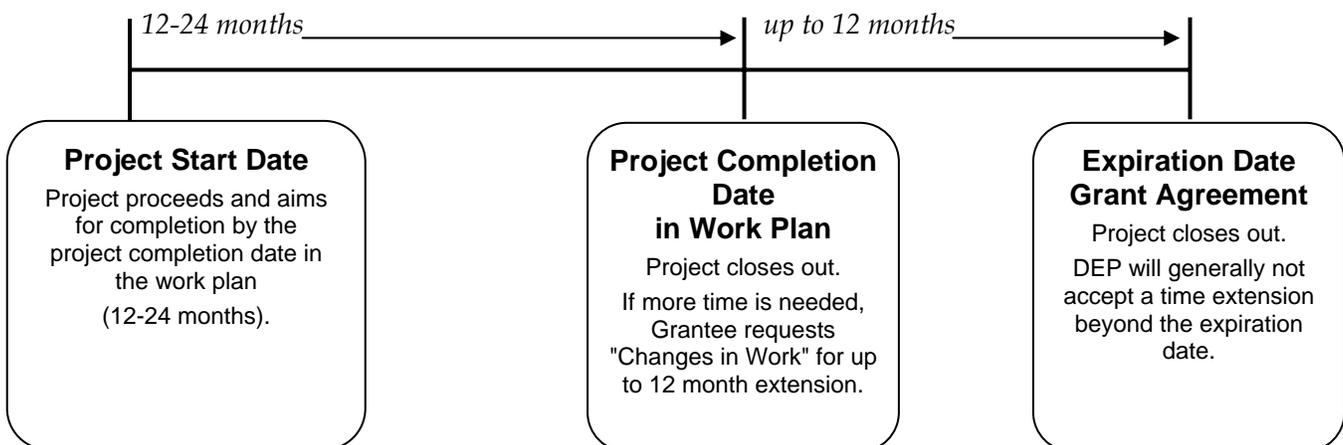
1. "Changes in the Work" needs to be documented and approved by the DEP Agreement Administrator before changes are implemented by the Grantee:
  - a. Project work described in the work plan (tasks, schedules, estimated costs within cost categories, and/or deliverables) needs to be revised to achieve 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](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](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](http://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.

<b>Project Number:</b> _____ <b>Title:</b> _____ <b>Report for the Period, 6 Months Ending</b> (check one) April 30 ___ Oct. 31 ___ <b>For Year:</b> _____ <b>Grantee Name:</b> _____ 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 #2009RR18 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
<b>Totals</b>							<b>\$39,216</b>

**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: \_\_\_/\_\_\_/\_\_\_

<b>FOR DEP USE ONLY</b>	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: \_\_\_/\_\_\_/\_\_\_

<b>FOR DEP USE ONLY</b>	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/stepl/> 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.moscowfs.l.wsu.edu/fswepp/> 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:

Form box for reporting MBE/WBE procurement. Fields include Vendor Name, Address, City/State/Zip, Procurement Summary, Amount, Date, and checkboxes for MBE and WBE.

Form box for reporting MBE/WBE procurement. Fields include Vendor Name, Address, City/State/Zip, Procurement Summary, Amount, Date, and checkboxes for MBE and WBE.

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

Signed By: \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_