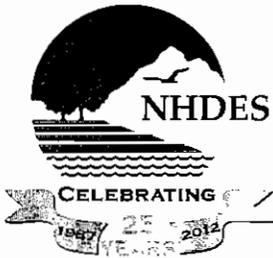


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The State of New Hampshire
Department of Environmental Services

Thomas S. Burack, Commissioner

*Celebrating 25 Years of Protecting
New Hampshire's Environment*

November 27, 2012

His Excellency, Governor John H. Lynch
and the Honorable Council
State House
Concord, New Hampshire 03301

Retroactive

REQUESTED ACTION

Authorize the Department of Environmental Services to **retroactively** amend a Local Source Water Protection grant (PO # 1014578) to the University of New Hampshire, Office of Sponsored Research, (VC# 177867-B046), Durham, NH by extending the completion date to June 1, 2013 from December 1, 2012. The original grant was for \$19,992 to complete a project to better protect drinking water from contamination. No additional funding is involved in this time extension. The original grant was approved by Governor and Council on March 16, 2011, Item #90. 100% Federal Funds.

EXPLANATION

We are requesting this **retroactive** time extension amendment to the grant agreement in order to provide the University of New Hampshire (UNH), Office of Sponsored Research additional time in which to complete the agreed upon scope of services. UNH is establishing local regulations within two municipalities in the water supply watershed for Somersworth to ensure that innovative low impact development techniques and proper storm water management are applied to new and re-development. The project involves working closely with the Planning Board of the Town of Wakefield on evaluating and improving their water protection policies. Due to changes in the composition of the Planning Board during the project period, additional time is required by the project team to provide education and training to support informed decision-making. Additional time is needed to collaborate with municipal officials on finalizing the improved water protection policies. This extension should provide an ample period to complete the project. This extension request is retroactive because the change in the Planning Board composition occurred very recently and was not anticipated as part of the original project timeline.

In the event that the Federal funds no longer become available, General Funds will not be requested to support this program.

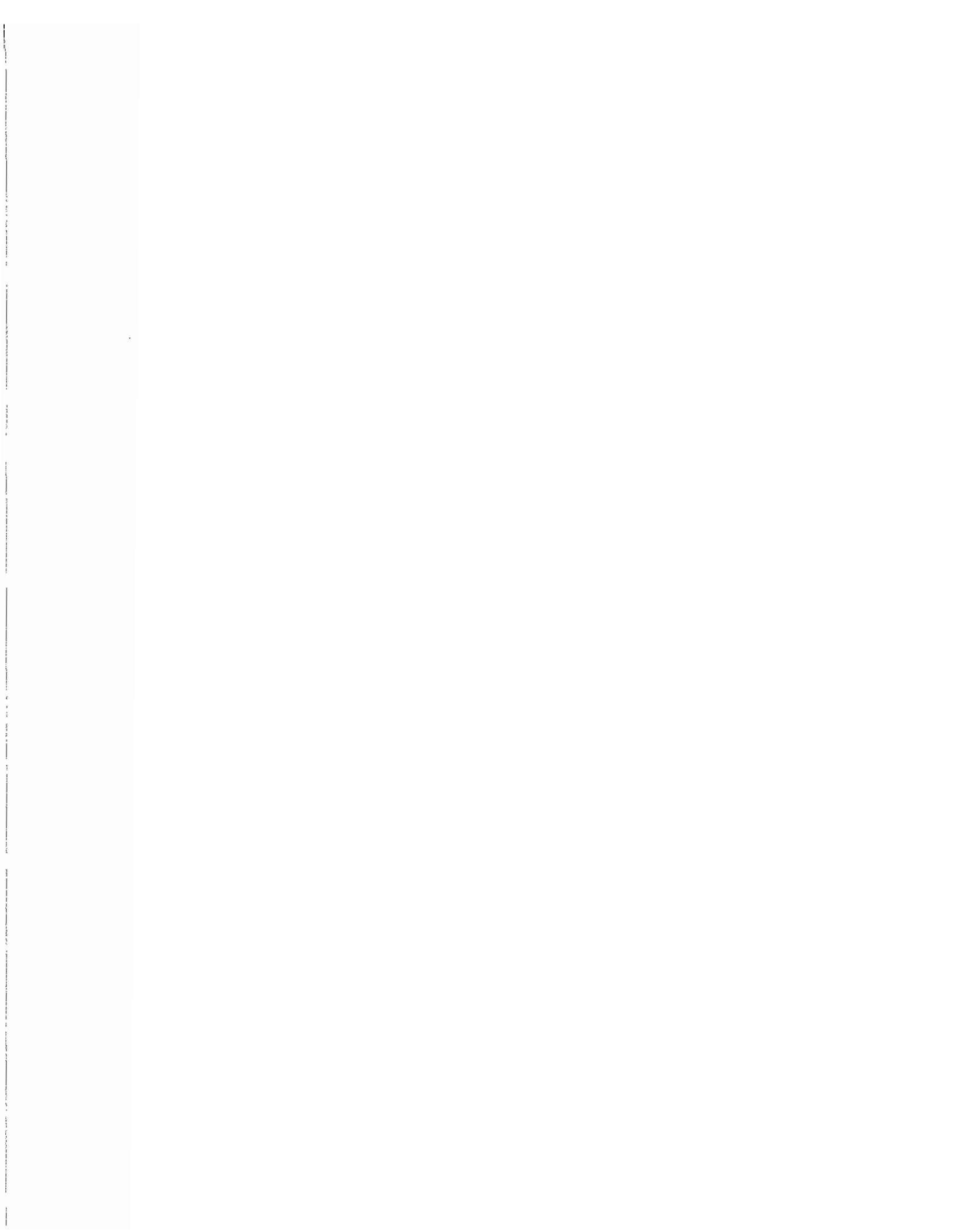
We respectfully request your approval.

Thomas S. Burack

Thomas S. Burack
Commissioner

www.des.nh.gov

29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095
(603) 271-3503 • TDD Access: Relay NH 1-800-735-2964



AMENDMENT #01 to
COOPERATIVE PROJECT AGREEMENT

between the
STATE OF NEW HAMPSHIRE, **Department of Environmental Services**
and the

University of New Hampshire of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

The Cooperative Project Agreement, approved by the State of New Hampshire Governor and Executive Council on 3/16/11, item # 90, for the Project titled "From Planning to Action: Implementing Source Water Protection Strategies of the Salmon Falls Watershed Collaborative," Campus Project Director, **Derek Sowers**, is and all subsequent properly approved amendments are hereby modified by mutual consent of both parties for the reason(s) described below:

Purpose of Amendment (Choose all applicable items):

- Extend the Project Agreement and Project Period end date, at no additional cost to the State.
- Provide additional funding from the State for expansion of the Scope of Work under the Cooperative Project Agreement.
- Other: Change Campus Project Administrator

Therefore, the Cooperative Project Agreement is and/or its subsequent properly approved amendments are amended as follows (Complete only the applicable items):

- Article A. is revised to replace the State Department name of _____ with _____ and/or USNH campus from _____ to _____.
- Article B. is revised to replace the Project End Date of **12/01/12** with the revised Project End Date of **06/01/13**, and Exhibit A, article B is revised to replace the Project Period of **Upon Governor and Council Approval – 12/1/12** with **Upon Governor and Council Approval – 06/01/13**.
- Article C. is amended to expand Exhibit A by including the proposal titled, " _____," dated _____.
- Article D. is amended to change the State Project Administrator to _____ and/or the Campus Project Administrator to **Dianne Hall**.
- Article E. is amended to change the State Project Director to _____ and/or the Campus Project Director to _____.
- Article F. is amended to add funds in the amount of \$ _____ and will read:

Total State funds in the amount of \$ _____ have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.
- Article F. is amended to change the cost share requirement and will read:

Campus will cost-share _____ % of total costs during the amended term of this Project Agreement.
- Article F. is amended to change the source of Federal funds paid to Campus and will read:

Federal funds paid to Campus under this Project Agreement as amended are from Grant/Contract/Cooperative Agreement No. _____ from _____ under CFDA# _____. Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New

Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as **revised** Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

- Article G. is exercised to amend Article(s) _____ of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, as follows:

Article _____ is amended in its entirety to read as follows:

Article _____ is amended in its entirety to read as follows:

- Article H. is amended such that:
 - State has chosen **not to take** possession of equipment purchased under this Project Agreement.
 - State has chosen **to take** possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's end-date. Any expenses incurred by Campus in carrying out State's requested disposition will be fully reimbursed by State.
- Exhibit A is amended as attached.
- Exhibit B is amended as attached.

All other terms and conditions of the Cooperative Project Agreement remain unchanged.

This Amendment, all previous Amendments, the Cooperative Project Agreement, and the Master Agreement constitute the entire agreement between State and Campus regarding the Cooperative Project Agreement, and supersede and replace any previously existing arrangements, oral and written; further changes herein must be made by written amendment and executed for the parties by their authorized officials.

This Amendment and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire or other authorized officials approve this Amendment to the Cooperative Project Agreement.

IN WITNESS WHEREOF, the following parties agree to this **Amendment #01** to the Cooperative Project Agreement.

**By An Authorized Official of:
University of New Hampshire**

Name: Karen Jensen

Title: Manager, Sponsored Programs Administration

Signature and Date: [Signature] 11/16/12

**By An Authorized Official of: the New
Hampshire Office of the Attorney General**

Name: Evan McHolley

Title: AAG

Signature and Date: [Signature] 11-29-12

By An Authorized Official of:

Department of Environmental Services

Name: Thomas J. Brack

Title: Commissioner

Signature and Date: [Signature] 11/27/2012

**By An Authorized Official of: the New
Hampshire Governor & Executive Council**

Name: _____

Title: _____

Signature and Date: _____



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

March 3, 2011

His Excellency, Governor John H. Lynch
and the Honorable Council
State House
Concord, New Hampshire 03301

APPROVED G & C

DATE 3/16/11
ITEM # 90

REQUESTED ACTION

Authorize the Department of Environmental Services to award a Local Source Water Protection grant to the University of New Hampshire, Office of Sponsored Research (Vendor Code #177867-B046), Durham, NH in the amount of \$19,992.00 to complete a project to protect public drinking water systems, effective upon Governor and Council approval through December 1, 2012. 100% Federal Funds.

Funding is available in the account as follows:

	<u>FY 2011</u>
03-44-44-442010-4718-072-500573	\$19,992.00
Dept Environmental Services, DWSRF Administration, Grants- Federal	

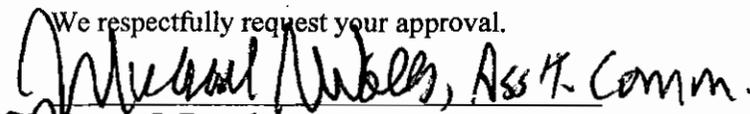
EXPLANATION

The Department of Environmental Services issued a request for proposals for 2011 Local Source Water Protection Grants. These grants are funded by set-asides under the Drinking Water State Revolving Loan Fund. They can be used to develop and implement protection plans for active sources of public drinking water. Seventeen proposals were received. The proposals were evaluated and ranked based on criteria included in the request for proposals such as whether the project fulfills a component of a source water protection program, that the proposed project addresses appropriate threats, and that the project will deliver a valuable and useful product. Based on the available federal funding, the Department determined that it could offer grants to five source protection planning projects and four source security projects. The Department intends to support the remaining eligible projects through separate requests. See attachment A for the proposal rankings and list of reviewers.

The University of New Hampshire (UNH) will use its funds to establish clear local regulations within at least two municipalities in the water supply watershed for Somersworth to ensure that innovative low impact development techniques and proper stormwater management are applied to new development and re-development. These regulations are critical to help address the lack of good stormwater management practices in previously developed areas, and to ensure that new development within the Salmon Falls watershed maintains and protects the quality of surface and groundwater resources. If no communities are willing to partner with UNH on this effort, land protection projects with clear source water protection benefits will be supported by helping to pay for the transaction costs associated with up to four permanent land protection projects in the Somersworth water supply watershed.

In the event that federal funds no longer become available, general funds will not be requested to support this program.

We respectfully request your approval.


Thomas S. Burack
Commissioner

COOPERATIVE PROJECT AGREEMENT

between the

STATE OF NEW HAMPSHIRE, Department of Environmental Services

and the

University of New Hampshire of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

- A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by the State of New Hampshire, Department of Environmental Services, (hereinafter "State"), and the University System of New Hampshire, acting through University of New Hampshire, (hereinafter "Campus"), for the purpose of undertaking a project of mutual interest. This Cooperative Project shall be carried out under the terms and conditions of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, except as may be modified herein.
- B. This Project Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Project Agreement ("Effective date") and shall end on 12/1/12. If the provision of services by Campus precedes the Effective date, all services performed by Campus shall be performed at the sole risk of Campus and in the event that this Project Agreement does not become effective, State shall be under no obligation to pay Campus for costs incurred or services performed; however, if this Project Agreement becomes effective, all costs incurred prior to the Effective date that would otherwise be allowable shall be paid under the terms of this Project Agreement.
- C. The work to be performed under the terms of this Project Agreement is described in the proposal identified below and attached to this document as Exhibit A, the content of which is incorporated herein as a part of this Project Agreement.

Project Title: **From Planning to Action: Implementing Source Water Protection Strategies of the Salmon Falls Watershed Collaborative**

- D. The Following Individuals are designated as Project Administrators. These Project Administrators shall be responsible for the business aspects of this Project Agreement and all invoices, payments, project amendments and related correspondence shall be directed to the individuals so designated.

State Project Administrator

Name: Johnna McKenna
 Address: State of NH DES
29 Hazen Drive
P.O. Box 95
Concord, NH 03302
 Phone: 271-7017

Campus Project Administrator

Name: Sharon Desjardins
 Address: University of New Hampshire
Office of Sponsored Research
Service Building/51 College Road
Durham, NH 03824
 Phone: 862-3717

- E. The Following Individuals are designated as Project Directors. These Project Directors shall be responsible for the technical leadership and conduct of the project. All progress reports, completion reports and related correspondence shall be directed to the individuals so designated.

State Project Director

Name: Paul Susca
 Address: State of NH DES
29 Hazen Drive
P.O. Box 95
Concord, NH 03302
 Phone: 271-7061

Campus Project Director

Name: Derek Sowers
 Address: University of New Hampshire
Piscataqua Region Estuaries Partnership
Nesmith Hall/131 Main Street
Durham, NH 03824
 Phone: 862-2641

Campus Authorized Official

Date

WJA
7-14-11

F. Total State funds in the amount of \$19,992 have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.

Check if applicable

Campus will cost-share % of total costs during the term of this Project Agreement.

Federal funds paid to Campus under this Project Agreement are from Grant/Contract/Cooperative Agreement No. **FS99115009** from **U.S. Environmental Protection Agency** under CFDA# **66.468**. Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

G. Check if applicable

Article(s) **5. Changes, 7. Project Costs** of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002 is/are hereby amended to read:

If a deadline extension is requested the grantee must make that request for approval at least 60 days before the completion date. Failure to do so may result in lower rankings of future grant applications. Changes to the Scope of Services or reallocation of grant funds require DES approval in advance.

H. State has chosen **not to take** possession of equipment purchased under this Project Agreement.

State has chosen **to take** possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's end-date. Any expenses incurred by Campus in carrying out State's requested disposition will be fully reimbursed by State.

This Project Agreement and the Master Agreement constitute the entire agreement between State and Campus regarding this Cooperative Project, and supersede and replace any previously existing arrangements, oral or written; all changes herein must be made by written amendment and executed for the parties by their authorized officials.

IN WITNESS WHEREOF, the University System of New Hampshire, acting through the **University of New Hampshire** and the State of New Hampshire, **Department of Environmental Services** have executed this Project Agreement.

By An Authorized Official of:

University of New Hampshire

Name: Victor G. Sosa

Title: Director, Sponsored Programs Administration

Signature and Date:

[Handwritten Signature]
2-17-11

By An Authorized Official of:

Department of Environmental Services

Name: Thomas S. Burack

Title: Commissioner

Signature and Date:

[Handwritten Signature]
7-31 1-319
Ass't. Comm

By An Authorized Official of: the New Hampshire Office of the Attorney General

Name: *[Handwritten Name]*

Title: *[Handwritten Title]*

Signature and Date:

[Handwritten Signature] 3-2-11

By An Authorized Official of: the New Hampshire Governor & Executive Council

Name:

Title:

Signature and Date:

EXHIBIT A

- A. **Project Title:** From Planning to Action: Implementing Source Water Protection Strategies of the Salmon Falls Watershed Collaborative (SFWC)
- B. **Project Period:** Upon Governor and Council approval through December 1, 2012
- C. **Objectives:** Campus will use the grant funds to establish clear local regulations within at least two municipalities in the water supply watershed for Somersworth to ensure that innovative low impact development (LID) techniques and proper stormwater management are applied to new development and re-development. These regulations are critical to help address the lack of good stormwater management practices in previously developed areas, and to ensure that new development within the Salmon Falls watershed maintains and protects the quality of surface and groundwater resources. If no communities are willing to partner with the Piscataqua Region Estuaries Partnership (PREP) on this effort, land protection projects with clear source water protection benefits will be supported by helping to pay for the transaction costs associated with up to four permanent land protection projects in the Somersworth water supply watershed. In either case, tangible results towards source water protection will be achieved and used to promote additional implementation priorities of the Salmon Falls Watershed Collaborative (SFWC).

D. Scope of Work:

Project Tasks:

Task 1: Recruit Projects

Campus will recruit at least two new stormwater/LID local regulation improvement projects within the six NH municipalities in the Salmon Falls Watershed that lack these regulations.

The following resources will be used to guide the LID/Stormwater regulations work:

NHDES Innovative Land Use Planning Techniques Handbook

http://des.nh.gov/organization/divisions/water/wmb/repp/innovative_land_use.htm

LID Manual for Maine Communities

http://www.maine.gov/dep/blwq/docwatershed/materials/LID_guidance/index.htm

Vermont Model Low Impact Development Stormwater Management Bylaw

<http://www.epa.gov/ne/npdes/stormwater/assets/pdfs/IncorporatingLID.pdf>

Based on enthusiasm from the "Beyond Borders" workshop participants on promoting the adoption of LID/stormwater regulations to local towns, PREP views this as the top priority use of NHDES funds. However, in the event that PREP is not able to secure commitment from two municipalities to partner on LID/stormwater regulations, PREP will work with its land conservation partners to identify and help fund transaction costs associated with permanent land protection projects with a direct benefit to source water protection in the watershed. Permanent land conservation projects offer the most comprehensive and long-term protection of water resources, and are another top priority action in the Salmon Falls watershed. The exact projects implemented through this effort will depend on partner interest and demand.

Based on past experience from the CTAP program, PREP has found that \$8,000 is an appropriate funding level to compensate a consultant to work with a municipality on the adoption of an environmental

regulation improvement project' which is why funding support from DFW would support two projects. PREP's experience with land protection transaction grants is that \$4,000 per project is an appropriate funding level, which would allow up to four land protection projects to be supported with DES money should no regulatory improvement projects be ready to move forward.

PREP recruits eligible projects via email announcements to our network of municipal officials/boards and land conservation professionals, direct mailings to municipalities, phone calls to interested parties, postings in our electronic monthly newsletter "Estuaries Update", and via personal contact with municipalities via PREP's involvement with the Natural Resources Outreach Coalition (NROC) – which is NH's Non-point Education for Municipal Officials (NEMO) program.

Deliverables:

PREP will secure projects with at least two (2) municipalities on the refinement and adoption of Low Impact Development/Stormwater Management regulations, or help fund the land protection transaction costs for four (4) permanent land protection projects with high drinking water protection benefits, or some combination of the two options as determined by community demand.

Task 2: Manage Project Implementation

PREP will match up technical assistance providers previously identified through a Request for Qualification process with the municipalities interested in adopting LID/stormwater management regulations. Campus establishes formal contract documents and scopes of work to ensure that the project timelines, responsibilities, and deliverables are clear. PREP staff serves as a liaison between the needs of the town and the technical assistance of the environmental consultant, which makes the project run smoothly for the municipality and provides PREP oversight on the quality of the project outcomes. In the case of land transaction grants, Campus staff directly oversees the award of funds to land conservation organizations or municipalities and ensure that due diligence measures and financial documentation is complete prior to the expenditure of grant funds.

Deliverables:

Completion of at least two (2) Low Impact Development/Stormwater Management regulations, or complete transaction cost support for four (4) permanent land protection projects, or some combination of the two options as determined by community demand.

Task 3: Promote Project Accomplishments

PREP will publicize projects and accomplishments on behalf of the SFWC. Campus will generate press releases and seek press coverage in Foster's Daily Democrat and Seacoast Online to raise public awareness of SFWC's source water protection efforts. Campus will highlight the successful projects to other towns and organizations in the Salmon Falls watershed to build the credibility and perceived effectiveness of the SFWC.

Deliverables:

Press releases will be submitted to regional media upon award of project contracts and upon successful completion of projects. Articles about the projects will be included in PREP publications, website, and monthly newsletter "Estuaries Update".

Task 4: Reporting

Campus will prepare and submit quarterly progress reports to DES using approved forms. The completion date for the project and final report is anticipated to be September 2012.

Deliverables:

Quarterly progress reports and final project report.

Schedule:

The implementation schedule will be coordinated seamlessly with PREP’s established recruitment process for projects under the CTAP and Land Protection Transaction grant programs – both of which are typically announced in March of the grant round funding year. It is anticipated that projects would be identified and contracts/awards set up by mid-summer 2011. LID/stormwater regulation projects and/or land protection projects would be completed within one year, with an anticipated completion by summer 2012. Campus final reporting to DES would be completed by September 2012.

E. Deliverables Schedule: Quarterly progress report forms must be completed by grant recipients or their subcontractor and submitted to DES every three months beginning with the first full 3 month quarter after grant approval from Governor & Council. Work must be completed by December 1, 2012.

F. Budget and Invoicing Instructions:

All services shall be performed to the satisfaction of the Department of Environmental Services before payment is made. All payments shall be made upon receipt and approval of stated outputs and upon receipt of associated invoice. Each invoice will specify the actual expenses, by major budget category, for the completed tasks, up to the not-to-exceed amount per task as referenced below. If the submitted invoice is less than the amount listed for the task, partial payments are acceptable and will be paid based on work completed.

Task Number/Description	Source Water Protection Grant
2. Manage Project Implementation	\$19,992.00
TOTAL	\$19,992.00

Requests for payment along with required proof of work must be submitted no later than 90 days after the completion date or the grant will be closed out and funds will no longer be available.

Budget Items	State Funding	Cost Sharing (if required)	Total
1. Salaries & Wages	-	-	-
2. Employee Fringe Benefits	-	-	-
3. Travel	-	-	-
4. Supplies and Services	\$16,660	-	\$16,660
5. Equipment	-	-	-
6. Facilities & Admin Costs	\$3,332	-	\$3,332
Subtotals	\$19,992	-	\$19,992
In Kind Contribution	-	-	-
Total Project Costs:		\$19,992	

EXHIBIT B

This Project Agreement is funded under a Grant/Contract/Cooperative Agreement to State from the Federal sponsor specified in Project Agreement article F. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant/Contract/Cooperative Agreement are hereby adopted in full force and effect to the relationship between State and Campus, except that wherever such requirements, regulations, provisions and terms and conditions differ for INSTITUTIONS OF HIGHER EDUCATION, the appropriate requirements should be substituted (e.g., OMB Circulars A-21 and A-110, rather than OMB Circulars A-87 and A-102). References to Contractor or Recipient in the Federal language will be taken to mean Campus; references to the Government or Federal Awarding Agency will be taken to mean Government/Federal Awarding Agency or State or both, as appropriate.

Special Federal provisions are listed here: None or **Applicants are expected to go through a competitive bid process for contractor selection for construction services. Applicants are also requested to make a good faith effort to utilize disadvantaged business for any service, equipment and/or supplies purchased.**

**Attachment A
2011 Local Source Water Protection Grants**

Grant Reviewer List

Name	Department	Bureau	Title	Justification
Paul Susca	NHDES	Drinking Water & Groundwater Bureau	Administrator III	Manager of the Source Water Protection Program
Johnna McKenna	NHDES	Drinking Water & Groundwater Bureau	Supervisor VII	Twelve years experience managing the grant program
Pierce Rigrod	NHDES	Drinking Water & Groundwater Bureau	Environmentalist IV	Six years experience tracking and working with grantees

**Applications and Rankings
*Source Protection Planning Projects***

#	Grant Applicant	PS	JM	PR	Total	Notes
1	UNH	97	83	97	277	
2	Southern NH Planning Commission-Workshops	98	73	88	259	
3	NH Lakes Association	78	88	73	239	
4	USGS	73	73	80	226	
5	Merrimack Village District	75	70	76	221	
6	Town of Meredith	66	76	71	213	Unable to fund
7	Town of Monroe	60	69	69	198	Unable to fund
8	Southern NH Planning Commission-Londonderry	79	40	73	192	Unable to fund
9	LifeWise Community Projects	54	56	60	170	Unable to fund
10	Stratham Central Condominiums	0	0	0	0	Ineligible

**Applications and Rankings
*Source Security Projects***

#	Grant Applicant	PS	JM	PR	Total	Notes
1	City of Claremont	36	54	56	146	
2	Ridgewood Estates Association	44	44	44	132	
3	Tamworth Pines Coop	44	44	42	130	
4	Town of Belmont	33	54	33	120	
5	Montrose Condos	27	44	31	102	Unable to fund
6	Troy Water & Sewer	21	34	34	89	Unable to fund
7	Eagle Brook HOA	16	24	14	54	Unable to fund

