



The State of New Hampshire JUN 05 '13 4 09 PM  
**DEPARTMENT OF ENVIRONMENTAL SERVICES**



**Thomas S. Burack, Commissioner**

June 4, 2013

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the New Hampshire Department of Environmental Services (DES) to amend a Cooperative Agreement (PO #1015030) with the University of New Hampshire, Office of Sponsored Research, (VC #177867-B046), Durham, NH to provide an Aquatic Resource Mitigation (ARM) Fund grant by extending the end date to June 30, 2014 from June 30, 2013, and to change the name of the campus project administrator, effective upon Governor and Council approval. The original Cooperative Agreement was approved by the Governor and Council on March 30, 2011, (Item #62) and was amended on May 9, 2012, (Item #76). No additional funding is requested as part of this amendment. 100% ARM Funds.

**EXPLANATION**

*Aquatic Resources  
Mitigation Funds*

The Agreement with University of New Hampshire will provide ARM funds to restore a high priority stream crossing with improvements to natural stream channel dynamics and function on an impacted reach of the Oyster River. The agreement presently expires on June 30, 2013. This proposed Agreement extension is requested to extend the contract to June 30, 2014 and is needed to complete the bridge construction work and the stream stabilization measures needed at this river crossing. In addition, the request includes a change to the Campus Project Administrator from Dr. Robert Roseen to Dr. Thomas Ballestero. To date, \$13,000 of the original grant award of \$100,000 has been spent.

This amendment to the original cooperative agreement has been approved as to form, content, and execution by the Attorney General's Office. In the event that other 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

**AMENDMENT #02 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 3/30/11, item # 62, for the Project titled "**Upper Oyster River Channel & Fish Passage Restoration,**" Campus Project Director, **Derek Sower**, 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 Project Director to Dr. Thomas Ballestero

**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 **06/30/13** with the revised Project End Date of **06/30/14**, and Exhibit A, article B is revised to replace the Project Period of **03/30/11 – 06/30/13** with **03/30/11 – 06/30/14**.
- 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 **Dr. Thomas Ballestero**.
- Article E. is amended to change the State Project Director to \_\_\_\_\_ and/or the Campus Project Director to \_\_\_\_\_.
- Article F. is amended to reduce 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 #2** 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]* 5/31/13

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

Name: *Evan McHollan*

Title: *AG*

Signature and Date: *[Signature]* 6-5-13

**By An Authorized Official of:  
Department of Environmental Services**

Name: *Thomas S. Burack*

Title: *Commissioner*

Signature and Date: *[Signature]* 6/4/2013

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

Name:

Title:

Signature and Date:

**EXHIBIT A**

- A. Project Title:**
- B. Project Period: 3/30/11 - 6/30/14**
- C. Objectives:**
- D. Scope of Work:**
- E. Deliverables Schedule:**
- F. Budget and Invoicing Instructions:**



The State of New Hampshire  
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

March 17, 2011

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

APPROVED G & C  
DATE 3/30/11  
ITEM # 62

**REQUESTED ACTION**

Authorize the New Hampshire Department of Environmental Services (DES) to enter into a Cooperative Agreement with the University of New Hampshire, Office of Sponsored Research, (VC 177867-B046), Durham, NH to provide an Aquatic Resource Mitigation (ARM) Fund grant in the amount of \$100,000 to replace an inadequately sized culvert to improve connectivity to a section of the Oyster River in Barrington, NH, effective upon G & C approval through June 30, 2012. 100% ARM Funds.

Funding is available in the account as follows:

03-44-44-442010-38710000-073-500579

FY'11  
\$100,000

Dept. Environmental Services, In-Lieu Wetland Mitigation, Grants – Non - Federal

**EXPLANATION**

New Hampshire RSA 482-A:3 requires a wetland permit for any proposed project that involves dredging or filling of a wetland. Before a wetland permit is issued, applicants must show that the proposed project will avoid adverse impacts to wetlands and will minimize and provide compensation for those wetland impacts which are unavoidable.

The DES wetlands program adopted a set of mitigation rules that establish what is necessary for an applicant to provide for wetland compensation. The rules spell out ratios for wetland compensation that include creating a new wetland, restoring a former wetland site, or protecting a high-quality aquatic resource by preserving adjacent upland habitat. The newest improvement to the mitigation options is commonly referred to as an *in-lieu fee program*. This mitigation option is ideal for projects that have difficulty in locating an appropriate mitigation site. The Aquatic Resource Mitigation Fund (ARM) authorizes the collection of mitigation funds in lieu of other forms of wetland mitigation as part of a Wetlands permit application.

The Department issued the request for proposals for ARM Funds available in the Salmon Falls – Piscataqua River watershed in April, 2010. Eleven proposals were received and on December 14, 2010 DES announced the decision to fund eight projects. The project proposed by the University of New Hampshire was recommended for funding by the ARM Fund Site Selection Committee. Attachment A notes the proposals received and the Committee members involved in the decision. The review of the awards by the Army Corps of Engineers and the New Hampshire Wetland Council resulted in full support of the recommendations.

The University of New Hampshire will utilize its ARM funds to restore a high priority stream crossing with improvements to natural stream channel dynamics and function on an impacted reach of the Oyster River.

His Excellency, Governor John H. Lynch  
and the Honorable Council

Page 2

This culvert replacement was identified based on a 2008 comprehensive assessment of all culverts in the Oyster River watershed.

In the event that other funds no longer become available, general funds will not be requested to support this program. Exhibit A describes the scope of services, budget and payment terms. This cooperative agreement has been approved as to form, content, and execution by the Attorney General's Office.

We respectfully request your approval.

  
for 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 **6/30/12**. 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: Upper Oyster River Channel & Fish Passage Restoration**

- 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: Lori L. Sommer  
 Address: State of NH, DES  
29 Hazen Drive  
P.O. Box 95  
Concord, NH 03301  
 Phone: 271-4059

**Campus Project Administrator**

Name: Sharon Desjardins  
 Address: University of NH  
Sponsored Program Administration  
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: Lori L. Sommer  
 Address: State of NH, DES  
29 Hazen Drive  
P.O. Box 95  
Concord, NH 03301  
 Phone: 271-4059

**Campus Project Director**

Name: Derek Sower  
 Address: UNH, Piscataqua Region  
Estuaries Partnership  
Nesmith Hall, 131 Main Street  
Durham, NH 03824  
 Phone: 862-2641

Campus Authorized Official *[Signature]*

Date *[Signature]*

*2-18-11*

F. Total State funds in the amount of \$100,000 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. \_\_\_\_\_ 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 Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

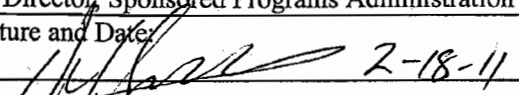
G. Check if applicable

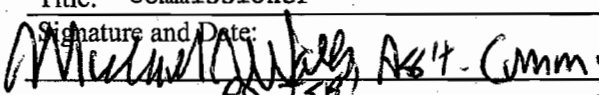
Article(s) \_\_\_\_\_ of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002 is/are hereby amended to read:

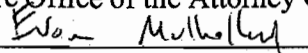
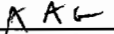

H.  State has chosen **not to take** possession of equipment purchased under this Project Agreement.  
 State has chosen **to take** possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's 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:  2-18-11

**By An Authorized Official of:**  
**Department of Environmental Services**  
Name: Thomas S. Burack  
Title: Commissioner  
Signature and Date:  2-18-11

**By An Authorized Official of:** the New Hampshire Office of the Attorney General  
Name:  Mulholland  
Title:  AAG  
Signature and Date:  3-3-11

**By An Authorized Official of:** the New Hampshire Governor & Executive Council  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature and Date: \_\_\_\_\_

Campus Authorized Official \_\_\_\_\_  
Date  2-18-11



## EXHIBIT A

- A. Project Title:** Upper Oyster River Channel & Fish Passage Restoration
- B. Project Period:** Upon Governor and Council approval through June 30, 2012
- C. Objectives:** Project Purpose

This project will fix the highest priority road/stream crossing culvert in the Oyster River watershed in order to accomplish the following goals:

1. Restore natural stream channel dynamics and function on an impacted reach of the Oyster River;
2. Restore full fish passage to approximately 4 miles of upstream riverine habitat in the headwaters of the Oyster River and its tributary streams for the benefit of American Brook Lamprey (state endangered species), wild eastern brook trout, American eels, and other important aquatic life;
3. Permanently protect approximately 18 acres of undeveloped land directly adjacent to the Oyster River and 1,528 acres of existing permanent conservation land.

These goals will be accomplished by removing the undersized, rusted, and perched culvert where Emerald Acres Drive (recently also referred to as Topaz Drive) crosses the Oyster River and replacing it with a bridge designed using the 2009 NH Stream Crossing Guidelines, and working with the landowner to record a donated deed restriction or conservation easement.

**D. Scope of Work, E. Deliverables Schedule:** Project Tasks

Prior to designing the replacement bridge structure at Emerald Acres, it is necessary to gather highly detailed information about the topography of the affected river reach and roadway and to assess the geomorphic conditions of the river. This pre-construction work is being completed with in-kind voluntary effort from the project design engineer and with funding support from non-DES funds. This work is mentioned here since it is essential for the success of the project, but is not part of the scope of work funded with DES ARM funds.

The following primary tasks will be completed under this scope of work:

**Task 1: Design, Permitting, & Bidding**

Dr. Tom Ballestero will develop a bridge design that is based on site-specific hydraulic analysis and in compliance with the new NH Stream Crossing Guidelines. Dr. Ballestero will complete a final set of stamped engineering plans and specifications for the construction of a new bridge structure at the Emerald Acres crossing. The plans will detail a traffic by-pass plan during construction, an erosion and sediment control plan, construction sequencing, and technical construction specifications that are ready to bid. Under the guidance of the design engineer, the construction contract will be competitively bid and awarded. PREP will notify DES upon successful award of the construction bid along with the invoice for completion of task 1.

With final or near-final design documents completed, PREP will submit a minimum impact expedited permit to the NH DES Wetlands Bureau for work within a state waterway. Given that this is a restoration project, it will likely fit within the U.S. Army Corps of Engineers (USACE)

Programmatic General Permit for New Hampshire, and therefore will not require a separate federal wetlands permit from USACE. PREP staff will collaborate with Tom Ballestero and the Emerald Acres Cooperative (landowner) on ensuring that all necessary permits are obtained prior to construction.

Timeline: March 2011 - June 2011.

#### Task 2: Purchase of Bridge Superstructure

Purchase of the bridge superstructure will be the largest single cost component of the project. The bridge will be ordered and purchased prior to the in-stream construction window. Campus shall seek reimbursement from DES for the cost of the bridge after it is purchased.

Timeline: March 2011 - June 2011.

#### Task 3: Bridge Construction

Following award of the bid and delivery of the bridge structure, removal of the old culvert and construction of the new bridge will proceed. Dr. Ballestero will provide construction oversight to ensure that the culvert removal, erosion and sediment control plan, traffic bypass, and bridge construction work is implemented in compliance with design plans/specifications and permit provisions. DES ARM funds will be used to reimburse a portion of the construction costs after work is successfully completed. PREP will provide DES with documentation of the completed construction work, approved invoices, and other documentation needed to process ARM fund reimbursement of construction expenses.

Timeline: Bidding is anticipated to occur between May and July of 2011. Construction will occur during a several day window sometime in August-Sept 2011 in consultation with NHFG guidance.

#### Task 4: Project Management, Land Conservation, and Monitoring

PREP staff is responsible for overall management of all project components and funding allocations. PREP will negotiate the specific terms of a land protection strategy for the approximately 18 acres of undeveloped land owned by the Emerald Acres Cooperative. PREP is actively seeking permanent mechanisms to ensure that the undeveloped land is legally protected from future development and is monitored along with adjacent existing conservation lands for compliance with stewardship provisions that will accompany an easement (preferred) or deed restriction.

PREP staff will assess three critical monitoring parameters within the stream reach directly affected by this restoration site:

- Monumented river cross-sections
- Longitudinal river profile
- Photo stations

Pre-restoration data on these parameters will be collected in the summer of 2011 by PREP staff. Post restoration data will be gathered at one and two years post construction at a minimum and perhaps at the 5 year interval if significant channel changes are still occurring.

PREP will prepare and submit progress reports and a final report to DES using approved forms and deadlines.

Timeline: Project management is ongoing throughout the project period. Monitoring will begin in summer 2011 prior to construction and then over a minimum of a 2 year period.

**F. Budget and Invoicing Instructions:**

Campus shall submit requests for payment for each task by stating task number and amount to be reimbursed for the invoicing period. Upon receipt and approval by State Contract Officer, State shall issue payment to Campus within 30 days. Payments shall be made by State upon approval of stated outputs and verification of the value of completed work through submittal of invoices for service rendered. Final invoice should be submitted within 60 days of completion of the final task.

**Budget by Task:**

**Task Description ARM Funds**

1) Design, Permitting & Bidding	\$13,000
2) Purchase Bridge Superstructure	\$45,000
3) Bridge Construction	\$37,000
4) Project Management & Reporting	\$ 5,000 (indirect charge)
Totals	\$100,000

The billing address shall be as follows:

NH Department of Environmental Services  
Attn: Lori Sommer, Wetlands Bureau  
29 Hazen Drive, PO Box 95  
Concord, NH 03302-0095

**Attachment A  
2010 Aquatic Resource Mitigation Fund Grants**

**Applications and Rankings**

<b>#</b>	<b>Grant Applicant</b>	<b>Location/Town</b>	<b>Total Score</b>
1	The Trust for Public Lands	Sprucewood Forest, Durham	76
2	Town of Strafford.Bear-Paw Regional Greenways	Evans Mountain, Strafford	71
3	Town of Brentwood, Conservation Commission	Exeter River Water Quality Improvements and Buffer Preservation, Brentwood	67
4	NH Fish & Game Department	Siemon Family Charitable Trust, Milton	55
5	Piscataqua Region Estuaries Partnership	Upper Oyster River Channel & Fish Passage Restoration Project, Barrington	55
6	Rockingham County Conservation District	Odiorne Point State Park Maritime Cobble Beach and Coastal Salt Pond Marsh Restoration Project, Rye	51
7	UNH Stormwater Center/City of Dover	Berry Brook Watershed Restoration through Stream Restoration, Buffer Development, and LID Retrofits, Dover	45
8	New Castle Conservation Commission	River Road Marsh Restoration, New Castle	36
9	City of Rochester	Gonic Dam Removal, Cochecho River Restoration Project, Rochester	25
10	Rye Beach Village District, Eel Pond Natural Resource Council	Eel Pond Watershed Restoration Project, Rye	23
11	Town of Wakefield	Scribner Brook Restoration Project, Wakefield	21

Note: Each Committee member scores the projects and their scores are combined to create the total score.)

**Site Selection Committee List**

<b>Name</b>	<b>Agency/Organization</b>	<b>Title</b>	<b>Years of Experience</b>
Tim Drew	NHDES, Public Information & Permitting Office	Administrator	27
Melissa Coppola	NH Dept. of Resources & Economic Development	Administrator	9
Nancy Rendall	NH Association of Natural Resource Scientists	Vice President	25
Rick VandePol	NH Association of Conservation Commissions	Sandwich Cons. Comm.	30
Doug Bechtel	The Nature Conservancy	Director Freshwater Science & Conservation	12

Lori Sommer



The State of New Hampshire  
Department of Environmental Services

Thomas S. Burack, Commissioner



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

APPROVED G & C

April 2, 2012  
**RECEIVED**

DATE 5/9/2012

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

MAY 15 2012

ITEM # 76

ENVIRONMENTAL SERVICES  
"BY NH DES WETLANDS BUREAU"

**REQUESTED ACTION**

Authorize the Department of Environmental Services (DES) to amend a Cooperative Agreement (PO# 1015030) with the University of New Hampshire, Office of Sponsored Research, (VC 177867-B046), Durham, NH to provide an Aquatic Resource Mitigation (ARM) Fund grant by extending the end date to June 30, 2013 from June 30, 2012, effective upon Governor and Council approval. The original Cooperative Agreement was approved by the Governor and Council on March 30, 2011, (Item #62). No additional funding is requested as part of this amendment. 100% ARM Funds.

**EXPLANATION**

The Agreement with University of New Hampshire will provide ARM funds to restore a high priority stream crossing with improvements to natural stream channel dynamics and function on an impacted reach of the Oyster River. The agreement presently expires on June 30, 2012. This proposed Agreement extension is requested to extend the contract to June 30, 2013. The contract extension is needed to complete the construction work and the negotiations with a landowner for long-term protection of the parcel through a conservation easement.

This amendment to the original cooperative agreement has been approved as to form, content, and execution by the Attorney General's Office. In the event that other 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

RECEIVED

AMENDMENT #1 to  
COOPERATIVE PROJECT AGREEMENT

between the  
STATE OF NEW HAMPSHIRE, Department of Environmental Services

APR 02 2012

and the  
University of New Hampshire of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE  
ENVIRONMENTAL SERVICES  
"BY NH DES WETLANDS BUREAU"

The Cooperative Project Agreement, approved by the State of New Hampshire Governor and Executive Council on 3/30/11, item # 62, for the Project titled "Upper Oyster River Channel & Fish Passage Restoration," Campus Project Director, Derek Sower, 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 06/30/12 with the revised Project End Date of 06/30/13, and Exhibit A, article B is revised to replace the Project Period of G&C Approval - 06/30/12 with 03/30/11 - 06/30/12.
- 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

TSB Campus Authorized Official TS  
Date 4/2/12 3/22/12

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 #1 to the Cooperative Project Agreement.

**By An Authorized Official of:**

**University of New Hampshire**

Name: Karen M. Jensen

Title: Manager, Sponsored Programs Administration

Signature and Date:  3/29/12

**By An Authorized Official of: the New**

**Hampshire Office of the Attorney General**

Name: 

Title: AAG

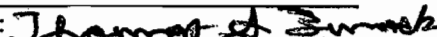
Signature and Date: 4-3-12

**By An Authorized Official of:**

**Nh Department of Environmental Services**

Name: Thomas S. Burack

Title: Commissioner

Signature and Date:  4/3/2012

**By An Authorized Official of: the New**

**Hampshire Governor & Executive Council**

Name:

Title:

Signature and Date:

**EXHIBIT A**

- A. Project Title:**
- B. Project Period: 03/30/11 - 06/30/13**
- C. Objectives:**
- D. Scope of Work:**
- E. Deliverables Schedule:**
- F. Budget and Invoicing Instructions:**