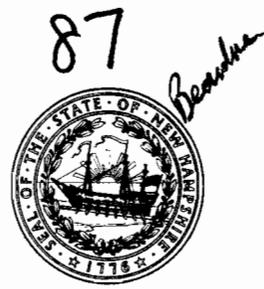




The State of New Hampshire  
**DEPARTMENT OF ENVIRONMENTAL SERVICES**



**Thomas S. Burack, Commissioner**

November 15, 2013

Her Excellency, Governor Margaret Wood Hassan  
and The Honorable Council  
State House  
Concord, NH 03301

**REQUESTED ACTION**

Authorize the Department of Environmental Services to enter into a Memorandum of Agreement with the University of New Hampshire, Sponsored Programs Administration (UNH), (VC #177867-B046) Durham, NH in the amount of \$160,000 to carry out activities to implement portions of the Piscataqua Region Estuaries Partnership Management Plan, effective as of January 1, 2014 through December 31, 2014, upon Governor and Council approval. 100% Other Funds.

**EXPLANATION**

The Piscataqua Region Estuaries Partnership (PREP) is an effort involving federal, state, and local government, non-governmental organizations, businesses, and the public to improve the environmental quality of the State's estuaries through implementation of its Management Plan. PREP is part of the National Estuary Program, funded and approved by the U.S. Environmental Protection Agency (EPA). The University of New Hampshire, which received an EPA grant for PREP, is providing funds to the Department of Environmental Services (DES) to conduct activities to assist PREP in implementing specific actions outlined in its Management Plan, Monitoring Plan, and annual work plan. The Period of Performance of the Agreement is January 1, 2014 to December 31, 2014.

DES will conduct a variety of activities largely focused on eliminating pollution to improve water quality, enhancing the use and productivity of shellfish resources, and monitoring the health of the estuaries. The total projected costs are budgeted at \$160,000.00. The University of New Hampshire will contribute \$60,000 through this agreement. These funds were approved in the fiscal year 2014-2015 operation budget in account 03-44-44-442010-1514. DES will contribute up to \$100,000.00 in matching funds through its funding of the DES Shellfish Program (Account 03-44-44-442010-1523).

This agreement has been approved by the Department of Justice as to form, substance and execution. We respectfully request your approval.

  
Thomas S. Burack, Commissioner

## **Agreement No. 14-048**

This agreement is entered into by and between the University of New Hampshire ("University"), and the New Hampshire Department of Environmental Services ("Subcontractor").

### **RECITALS**

University is the recipient of Grant No. 99171118 (CFDA No. 66.456) ("Prime Agreement") from the Environmental Protection Agency ("Federal Awarding Agency") (a.k.a. "Government").

The Prime Agreement provides for collaborative effort by Subcontractor to be implemented through appropriate contractual arrangements.

Subcontractor agrees to participate in the manner, and for the consideration, described in this document.

NOW THEREFORE, the parties agree to the following terms:

### **SPECIAL PROVISIONS**

#### **Article 1 - Statement of Work**

The Subcontractor shall, as an independent contractor, provide all labor, materials, equipment and facilities necessary to accomplish the work required under this Agreement, as described in the Statement of Work incorporated into this Agreement and attached to this document as Exhibit I.

The Subcontractor represents that all work and services it provides under this Agreement will conform to high professional standards in the field.

#### **Article 2 - Period of Performance**

The period of performance for this Agreement is from January 1, 2014 through December 31, 2014. Expenditures incurred prior to the beginning date or subsequent to the end date are not allowable costs.

#### **Article 3 - Key Personnel**

The Subcontractor's project director, Phil Trowbridge, is considered Key Personnel and may not be replaced without prior University Approval.

#### **Article 4 - Cost & Limitation of Obligation**

The total estimated cost to University for the performance of this work must not exceed \$60,000. Subcontractor will provide cost share in the amount of \$100,000 combined of cash and in-kind support. Subcontractor's budget is incorporated into this Agreement and attached to this document as Exhibit II.

Total funds in the amount of \$60,000 have been allotted and are available for payment of allowable costs incurred during the Period of Performance, as stated in **Article 2 – Period of Performance**. University will not reimburse Subcontractor for costs exceeding the amount specified in this paragraph.

#### **Article 5 - Allowable Costs**

For the performance of the tasks described in Article 1 of this Agreement, University will pay those of Subcontractor's costs that are determined to be allowable in accordance with:

A) The cost principles applicable to Subcontractor's type of organization:

- OMB Circular A-21: Institutions of higher education
- OMB Circular A-87: State, Local and Federally Recognized Indian Tribal Governments
- OMB Circular A-122: Nonprofit organizations
- 45 CFR 74, Appendix E: Hospitals
- 48 CFR Subpart 31.2: For-Profit (commercial) organizations

Fringe benefits and indirect costs will be reimbursed in accordance with Subcontractor's most recent negotiated rate agreement and in accordance with Subcontractor's institutional policies. Subcontractor shall provide University one copy of the most recent rate agreement memorandum it has negotiated with its cognizant Federal agency.

B) The budget included in this document as Exhibit II.

C) The terms of this Agreement.

#### **Article 6 - Payment**

Subcontractor may submit invoices to University at least quarterly but not more frequently than monthly. Invoices must show the period for which reimbursement is being requested and must itemize the costs by budget category as shown on the budget,

Exhibit II. The invoice must show “current” costs, “cumulative” costs, cost sharing, Subaward number, and certification as to truth and accuracy of invoice. University will pay properly submitted invoices within 30 days of receipt. Subcontractor shall submit its final invoice, which must be marked "Final," no later than 60 days after the ending date of this Agreement as specified in **Article 2 - Period of Performance**. The final invoice will be used as Subcontractor’s final report of expenditures.

Subcontractor shall mail the invoices to:

**Linda Tibbetts**  
**EOS BSC**  
**8 College Road**  
**Morse Hall, Room 360**  
**Durham, NH 03824**  
**603-862-3048; [linda.tibbetts@unh.edu](mailto:linda.tibbetts@unh.edu)**

Upon request by University, Subcontractor shall refund any payments received for what are, as a result of a Federal or University audit, determined to be unallowable expenditures. Subcontractor, however, has the right to establish allowability of any such expenditures. University may withhold payment of the final invoice pending receipt of the Final Report, as referred to in **Article 10 - Reports**, by University's Project Director and/or resolution of any audit findings.

#### **Article 7 - Rebudgeting**

The Subcontractor is authorized to rebudget funds in accordance with the General Provisions incorporated into this Agreement and attached to this document as Exhibit III. University approval is required for rebudgeting that requires prior approval under the terms of the General Provisions. All requests for rebudgeting approval must be directed to the Authorized University Representative identified in **Article 16 - Notices**.

#### **Article 8 - Equipment: Vesting & Reporting**

The Subcontractor may retain title to all equipment purchased under this Agreement, subject to the conditions of the Prime Agreement attached to this document as Exhibit III. The Subcontractor shall, within 30 days of the expiration of this Agreement, submit a final report of equipment purchased under this Agreement (including negative reports) to the Authorized University Representative identified in **Article 16 - Notices**.

#### **Article 9 - Records & Audit**

Subcontractor agrees to comply with the requirements of OMB Circular A-133 and further agrees to provide University with copies of any independent auditors’ reports which present instances of non-compliance with federal laws and regulations which bear directly on the performance or administration of this Agreement. In cases of such non-

compliance, Subcontractor shall also provide University copies of responses to auditors' reports and plans for corrective actions. The Subcontractor shall cooperate with University to ensure that corrective actions address instances of non-compliance to the satisfaction of University.

Subcontractor may not receive payment for work done under this Agreement prior to providing notice of compliance with OMB Circular A-133. Such notice will be provided to the Authorized University Representative identified in **Article 16 - Notices** prior to the submission of any invoices and yearly thereafter for the duration of the Period of Performance.

Subcontractor shall maintain adequate financial records, in accordance with generally accepted accounting practices, to clearly identify expenses of the Agreement, to describe the nature of each expense and to establish relatedness to the Agreement. All records of this Agreement must be available for inspection by representatives of University and/or the Federal Government at the regular place of business of Subcontractor during normal business hours. All records of this Agreement must be retained for a period of three years with the following qualifications:

- A. The retention period starts from the date of FINAL PAYMENT made to Subcontractor by University under this Agreement.
- B. Records related to any audit initiated prior to the expiration of the three-year period must be retained until the audit findings involving the records have been resolved.

#### **Article 10 - Reports**

Subcontractor shall, within 90 days of the expiration of this Agreement, provide a final programmatic report to the University project director, and, for multi-year projects, Subcontractor shall provide an annual progress report to the University project director no later than 30 days **prior** to the Agreement's anniversary date. Subcontractor's reports will include copies of all reprints, conference papers, etc. resulting from work funded under this Agreement. University's project director is entitled to request submission of additional progress reports on a schedule agreeable to Subcontractor's project director.

#### **Article 11 - Publication & Copyright**

Subject to the provisions of the Prime Agreement, publication of the results obtained from work funded under this Agreement is encouraged and Subcontractor may copyright material that is developed by its staff in the course of or under this Agreement. The Subcontractor agrees to grant to the Federal Government, and others acting on its behalf, a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use the material developed under this agreement. The Subcontractor also grants University a royalty free, non-exclusive, and irrevocable license to use any data,

copyrighted material (including computer programs) or know-how developed under this Agreement for the purpose of allowing University to meet its reporting/deliverables obligations under the Prime Agreement. All publications must cite the source of support and indicate that the findings, opinions and recommendations they express therein are those of the author and not necessarily those of University or of the Federal Awarding Agency.

#### **Article 12 - Inventions**

Subject to the provisions of the Prime Agreement, rights of ownership and disposition of inventions made under this Agreement will be governed in accordance with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements", which is incorporated in this Agreement by reference to the same extent as if provided in full text.

#### **Article 13 - Termination**

University is entitled to terminate this Agreement, upon written notification to the Subcontractor, for convenience of either University or Subcontractor or because of Subcontractor's default or failure to:

- Accomplish the work required under this Agreement within the time specified as the Period of Performance or any extension of the Period of Performance.
- Make progress, so as to endanger University's performance of the Prime Agreement.
- Correct any breach of this Agreement within a reasonable time after having been advised of such breach.

In the event of termination, Subcontractor will be reimbursed for allowable costs and non-cancelable obligations incurred prior to the date of notice of termination.

Termination of this Agreement for any reason will not affect the rights and obligations of either party accrued prior to the termination of this Agreement, including rights and remedies provided by law for default or failure to perform.

#### **Article 14 - Disputes**

Any dispute arising under this Agreement which cannot be resolved by mutual consent of the parties to this Agreement may be settled by mediation, arbitration at the parties' mutual agreement, or other appropriate legal proceedings. Pending the resolution of any such proceedings, Subcontractor shall, at University's discretion, proceed diligently with the performance of this Agreement.

### **Article 15 - Hold Harmless**

Each party to this Agreement assumes all risk of personal injury and property damage attributable to the negligent acts or omissions of its personnel.

### **Article 16 - Notices**

Communications concerning Subcontractor's performance under this Agreement will be directed to University's project director at the following address:

**Rachel Rouillard**  
**Piscataqua Region Estuaries Partnership**  
**131 Main Street**  
**Nesmith Hall**  
**Durham, NH 03824**  
**603-862-3948; [rachel.rouillard@unh.edu](mailto:rachel.rouillard@unh.edu)**

Communications concerning contractual and administrative aspects of this Agreement will be directed to University's Grant & Contract Administrator at the following address:

**Susan Sosa**  
**Sr. Grant & Contract Administrator**  
**Sponsored Programs Administration**  
**51 College Road, Service Building**  
**Durham, NH 03824**  
**603-862-4848; [susan.sosa@unh.edu](mailto:susan.sosa@unh.edu)**

### **Article 17 - Use of Name**

Neither Subcontractor nor University may make use of this Agreement, or use the other's name or that of any member of the other's staff for publicity or advertising purposes without prior written approval of the other party.

### **Article 18 - Certifications**

**Debarment and Suspension (E.O.s 12549 and 12689)** – The Subcontractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the Subcontractor is unable to certify to this statement, it shall attach an explanation to this Agreement, and, at University's option, University may void this Agreement. Subcontractor shall promptly notify University if it or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

**Equal Employment Opportunity** – The Subcontractor must comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

**(Agreements in excess of \$100,000)**

**Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended** – The Subcontractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).

**(Agreements of \$100,000 or more)**

**Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** – The Subcontractor certifies, to their knowledge and belief, that:

- No Federal appropriated funds have been paid or will be paid by or on behalf of Subcontractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
- If any funds other than Federal appropriated funds have been paid or will be paid by or on behalf of Subcontractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352, Subcontractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- Subcontractor shall require that the language of this certification be included in the award documents of all subcontracts at all tiers and that all subcontractors shall certify and disclose accordingly.

**(When Prime Agreement does not contain regulations governing the use of human and animal subjects)**

**Human Subjects and Animal Welfare** - Subcontractor assures that adequate safeguards will be taken whenever using vertebrate animals or human subjects in research or training projects, and that an institutional review committee composed of sufficient members with varying backgrounds to assure complete and adequate review of projects involving the use of human or animal subjects has reviewed and approved the projects. Subcontractor shall abide by all applicable regulations of the U.S. Department of Health and Human Services and the U.S. Department of Agriculture regarding the use of human or animal subjects and comply with state and local laws.

**(For construction or repair agreements in excess of \$2000)**

**Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)** – The Subcontractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

**(When required by Federal legislation, for construction agreements over \$2000)**

**Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)** - The Subcontractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

**(All construction agreements in excess of \$2000 and all other agreements in excess of \$2500 that involve the employment of mechanics or laborers) Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)** – The Subcontractor shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5).

#### **Article 19 - General Provisions**

All applicable requirements, regulations, provisions, terms and conditions of the Prime Agreement are included as Exhibit III to this document and are hereby adopted in full force and effect to the relationship between University and Subcontractor. References to Contractor or Recipient in Exhibit III will be taken to mean Subcontractor; references to the Government or Federal Awarding Agency in Exhibit III will be taken to mean Government/Federal Awarding Agency or University or both, as appropriate.

#### **Article 20 - Assignment**

Subcontractor shall not assign, delegate or otherwise transfer, either in whole or in part, any of its rights or obligations under this Agreement without the prior written approval of University.

#### **Article 21 - Order of Precedence & Severability**

In the event of conflict between the Special and General Provisions in this Agreement, the Special Provisions shall prevail over the General Provisions.

In the event that any part of this Agreement is held to be unenforceable or invalid in any court of competent jurisdiction, then said part must be deleted or modified, as necessary, to render the remainder of this Agreement valid and enforceable.

**Article 22 - Entire Agreement**

This Agreement is the entire agreement between Subcontractor and University regarding this collaborative effort and supersedes and replaces 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.

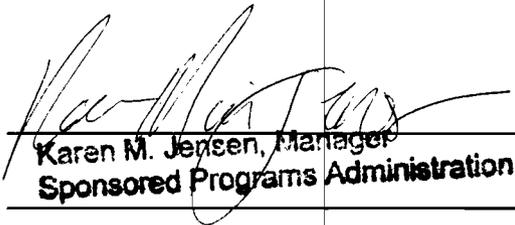
IN WITNESS WHEREOF, The University of New Hampshire and the New Hampshire Department of Environmental Services have executed this Agreement.

By An Authorized Official of:

By An Authorized Official of:

UNIVERSITY OF NEW HAMPSHIRE

THE NEW HAMPSHIRE  
DEPARTMENT OF ENVIRONMENTAL  
SERVICES

  
\_\_\_\_\_  
Karen M. Jensen, Manager  
Sponsored Programs Administration

  
\_\_\_\_\_  
Name: Thomas S Burack

\_\_\_\_\_  
Sponsored Programs Administration

\_\_\_\_\_  
Title: Commissioner

\_\_\_\_\_  
Date: 11/13/13

\_\_\_\_\_  
Date: 11/19/2013

APPROVED BY THE ATTORNEY GENERAL (FORM, SUBSTANCE, AND EXECUTION)

  
\_\_\_\_\_  
Name: Evan McHollend  
\_\_\_\_\_  
Title: AAG  
\_\_\_\_\_  
Date: 11-21-2013

**EXHIBIT I  
SUBAWARD AGREEMENT**

**Statement of Work**

PROJECT TITLE: 2014 PREP-DES Program Implementation

PROJECT PERIOD: January 1, 2014 – December 31, 2014

**OBJECTIVE:**

NH Department of Environmental Services (DES) will provide services to support implementation of the Piscataqua Region Estuaries Partnership's (PREP's) Management Plan and Monitoring Plan.

**WORK TASKS**

**Task 1. MONITORING AND TECHNICAL PROGRAM ASSISTANCE**

DES will employ technical staff to support monitoring and project implementation activities for PREP in 2014. For each of the subtasks, DES and PREP will identify specific deliverables that will be articulated in the annual PREP work plan. Work to complete these deliverables shall not exceed the total amount of hours paid to DES by PREP per this agreement.

DES will undertake the following subtasks:

A. Provide Technical Program Assistance – DES staff will analyze datasets related to water quality, shellfish quality, land use, wildlife abundance, and others as needed for PREP initiatives. DES staff may also manage PREP projects or grants and participate in the development of technical outreach products. (Time Estimate: 60 days)

PREP 2014.A.1 – Environmental Data Analyses

Specific tasks may include water quality studies, habitat studies, and research into emerging topics.

PREP 2014.A.2 – Geographic Information Systems Analyses

Specific tasks may include making maps, updating maps, maintaining data layers, geospatial analyses, and developing metadata.

PREP 2014.A.3 –Project or Grant Management

Specific tasks may include managing PREP projects, facilitating Requests for Proposals, administering PREP grants, and preparing or collaborating on grant proposals.

PREP 2014.A.4 – Development or Review of Technical Outreach Products

Specific tasks may include drafting fact sheets, reviewing fact sheets, and creating other outreach products.

PREP 2014.A.5 – Summary Report on Ecosystem Services

Work with PREP partners to prepare a summary of information from the scientific literature and government reports on ecosystem services and the economic impact and value of these services in the Piscataqua Region.

PREP 2014.A.6 – Technical Reports Using Data from the Great Bay Estuary

Work with PREP partners to prepare technical reports on the 2013 eelgrass habitat survey and continuous water quality measurements at the Great Bay Coastal Buoy.

**B. Implement the PREP Monitoring Plan** – The PREP Monitoring Plan contains a list of environmental indicators for tracking the effectiveness of PREP pollution prevention and mitigation efforts. DES technical staff will coordinate the efforts of multiple monitoring programs in order to obtain the data needed to track the priority indicators. (Time Estimate: 70 days)

PREP 2014.B.1 - Conduct Annual Quality Assurance Audit of the PREP Monitoring Program

PREP 2014.B.2 - Prepare Coastal Monitoring Data for Indicators  
Specific tasks may include obtaining, formatting, and quality assuring datasets from NH Fish and Game, UNH, Great Bay National Estuarine Research Reserve, and other PREP partners.

PREP 2014.B.3 - Prepare Work Scopes for PREP Monitoring Programs in 2014  
Specific tasks may include developing or reviewing work scopes for monitoring programs funded by PREP for the 2014 field season.

PREP 2014.B.4 – Manage Gulfwatch Sampling in 2014  
Specific tasks may include managing the collection of shellfish samples from PREP stations, preparing a sampling summary report, and coordinating shipment of samples to laboratory.

PREP 2014.B.5- Prepare Workplan for PREP Monitoring Programs in 2015  
Specific tasks may include reviewing budgets and costs, identifying priorities, and managing stakeholder review of a proposed workplan.

PREP 2014.B.6 – Comprehensive Monitoring and Research Program for the Piscataqua Region Estuaries  
Specific tasks may include participation in coordination meetings with monitoring partners, developing clear research questions, and developing detailed proposals or quality assurance project plans.

**C. Assist with PREP Administration (Subtotal: 10 days)**

PREP 2014.C.1 - Assist with EPA Reporting Requirements  
Specific tasks may include input to various reports to EPA.

PREP 2014.C.2 - Participate in PREP Governance Committees and meetings  
Specific tasks may include participation by DES technical staff at Management Committee, Technical Advisory Committee, and other PREP meetings.

Total DES Time Estimate: 140 days (28 FTE work weeks, 61% of 46 weeks/year)

PREP will provide funding not to exceed **\$60,000** for the DES technical staff to complete activities described above.

**Task 2. DES SHELLFISH PROGRAM**

DES will conduct its routine and emergency sampling programs consistent with the NSSP, test for paralytic shellfish poisoning, and conduct other surveys or assessments necessary to classify and maintain growing waters. State funds in the amount of up to **\$100,000** are available for this task and will be documented by DES as match for PREP. Implementation of this activity is relevant to the PREP Management Plan actions WR-2, WR-3.

#### ANALYTICAL METHODS

All laboratory analyses will be conducted according to applicable EPA methods. All analyses will meet EPA-required Quality Assurance/Quality Control standards.

#### DATA MANAGEMENT

DES will maintain all water quality data and field observations in digital and hard copy. Data records and management will be consistent with data management guidelines developed by PREP. DES will be responsible for ensuring that such guidelines are followed and that data collected as part of this Agreement are made available to any cooperating agency upon request.

#### REPORTING

Final reports must follow the format to be specified by PREP.

#### FUNDING CREDIT

Reports of activities or analyses conducted with funding through this Agreement shall cite funding from PREP consistent with guidelines provided by PREP.

#### MATCHING FUNDS

DES will document up to **\$100,000** in non-federal matching funds to support PREP Management Plan and Monitoring Plan implementation. The matching funds will be from the DES Shellfish Program (Account 1523) in SFY 2014 (up to \$50,000) and SFY 2015 (up to \$50,000). The actual match to be provided will be based on actual expenses. Match documentation shall accompany invoices submitted to PREP. In the event that actual costs are less than the amount budgeted for these activities, DES shall only be responsible for documenting the actual amount of funding for supporting activities.

**EXHIBIT II  
SUBAWARD AGREEMENT**

**Budget**

(see attached)

**EXHIBIT II - BUDGET**

**2014 PREP-DES Program Implementation**

	<b>Total Reimbursable</b> <b>Task 1: Monitoring and Technical</b> <b>Program Assistance</b>	<b>Total Matching*</b> <b>Task 2: DES Shellfish Program</b>	<b>Total</b>
Salary	\$36,996	Allocation TBD	
Fringe	\$18,498	Allocation TBD	
Supplies	\$200	Allocation TBD	
Other: Lab Costs	\$0	Allocation TBD	
Indirect	\$4,306	Allocation TBD	
<b>Total</b>	<b>\$60,000</b>	<b>\$100,000</b>	<b>\$160,000</b>

\* Matching funds will include a combination of salary, fringe, supplies, and/or lab costs.

**EXHIBIT III  
SUBAWARD AGREEMENT**

**Terms and Conditions**

(see attached)

## Administrative Conditions

### 1. AWARD ACCEPTANCE LANGUAGE

Based on your Application dated 6/21/2013 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$512,000. EPA agrees to cost share 50% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$512,000. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA statutory provisions. The applicable regulatory provisions are 40 CFR Chapter 1, Subchapter B, and all terms and conditions of this agreement and any attachments.

### 2. CIVIL RIGHTS OBLIGATIONS

#### **GENERAL**

This term and condition incorporates by reference the signed assurance provided by the recipient's authorized representative on: 1) EPA Form 4700-4, "Preaward Compliance Review Report for All Applicants and Recipients Requesting EPA Financial Assistance"; and 2) Standard Form 424B or Standard Form 424D, as applicable. These assurances and this term and condition obligate the recipient to comply fully with applicable civil rights statutes and implementing EPA regulations.

#### **STATUTORY REQUIREMENTS**

In carrying out this agreement, the recipient must comply with:

- Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP), by entities receiving Federal financial assistance.
- Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities by entities receiving Federal financial assistance; and
- The Age Discrimination Act of 1975, which prohibits age discrimination by entities receiving Federal financial assistance.

If the recipient is conducting an education program under this agreement, it must also comply with:

- Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs and activities operated by entities receiving Federal financial assistance.

If this agreement is funded with financial assistance under the Clean Water Act (CWA), the recipient must also comply with:

- Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on

the basis of sex in CWA-funded programs or activities.

## **REGULATORY REQUIREMENTS**

The recipient agrees to comply with all applicable EPA civil rights regulations, including:

- For Title IX obligations, 40 C.F.R. Part 5; and
- For Title VI, Section 504, Age Discrimination Act, and Section 13 obligations, 40 C.F.R. Part 7.
- As noted on the EPA Form 4700-4 signed by the recipient's authorized representative, these regulations establish specific requirements including maintaining compliance information, establishing grievance procedures, designating a Civil Rights Coordinator, and providing notices of non-discrimination.

### **TITLE VI – LEP, Public Participation and Affirmative Compliance Obligation**

- As a recipient of EPA financial assistance, you are required by Title VI of the Civil Rights Act to provide meaningful access to LEP individuals. In implementing that requirement, the recipient agrees to use as a guide the Office of Civil Rights (OCR) document entitled "*Guidance to Environmental Protection Agency Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons.*" The guidance can be found at [http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=2004\\_register&docid=fr25jn04-79.pdf](http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=2004_register&docid=fr25jn04-79.pdf)
- If the recipient is administering permitting programs under this agreement, the recipient agrees to use as a guide OCR's Title VI Public Involvement Guidance for EPA Assistance Recipients Administering Environmental Permitting Programs. The Guidance can be found at <http://edocket.access.gpo.gov/2006/pdf/06-2691.pdf>.
- In accepting this assistance agreement, the recipient acknowledges it has an affirmative obligation to implement effective Title VI compliance programs and ensure that its actions do not involve discriminatory treatment and do not have discriminatory effects even when facially neutral. The recipient must be prepared to demonstrate to EPA that such compliance programs exist and are being implemented or to otherwise demonstrate how it is meeting its Title VI obligations.

### **3. PAYMENT TO CONSULTANTS**

EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. As of January 1, 2013, the limit is \$596.00 per day and \$74.50 per hour. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices).

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

### **4. UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES**

**GENERAL COMPLIANCE, 40 CFR, Part 33**

The recipient agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under assistance agreements, contained in 40 CFR, Part 33.

**FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D**

A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE (MBE/WBE) participation in procurement under the financial assistance agreements.

**Accepting the Fair Share Objectives/Goals of Another Recipient**

The dollar amount of this assistance agreement is \$250,000, or more; or the total dollar amount of all of the recipient's non-TAG assistance agreements from EPA in the current fiscal year is \$250,000, or more. The recipient accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the New Hampshire Department of Environmental Services as follows:

New Hampshire	MBE	WBE
Blended Goals	1.45%	6.62%

By signing this financial assistance agreement, the recipient is accepting the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as New Hampshire Department of Environmental Services.

**Negotiating Fair Share Objectives/Goals, 40 CFR, Section 33.404**

The recipient has the option to negotiate its own MBE/WBE fair share objectives/goals. If the recipient wishes to negotiate its own MBE/WBE fair share objectives/goals, the recipient agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment.

The submission of proposed fair share goals with the supporting analysis or disparity study means that the recipient is **not** accepting the fair share objectives/goals of another recipient. The recipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator within 120 days of its acceptance of the financial assistance award. EPA will respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120 day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

**SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C**

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance 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:

- (a) Require DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) 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.

(c) 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.

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

(e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

**MBE/WBE REPORTING, 40 CFR, Part 33, Sections 33.502 and 33.503**

The recipient agrees to complete and submit EPA Form 5700-52A, "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" beginning with the Federal fiscal year reporting period the recipient receives the award, and continuing until the project is completed. **Only procurements with certified MBE/WBEs are counted toward a recipient's MBE/WBE accomplishments.** The reports must be submitted **annually** for the period ending September 30<sup>th</sup> for:

40 CFR Part 30 Recipients (Non-profits and Institutions of Higher Education); and  
40 CFR Part 35 Subpart A and Subpart B Recipients.

**The reports are due within 30 days of the end of the annual reporting period (October 30<sup>th</sup>). Reports should be sent to:**

**U.S. Environmental Protection Agency – Region I  
5 Post Office Square – Suite 100 (OARM16-2)  
Boston, MA 02109-3912  
Attn: Mr. Larry Wells, Disadvantaged Business Utilization Program Manager**

**Final MBE/WBE reports must be submitted within 90 days after the project period of the grant ends. Your grant cannot be officially closed without all MBE/WBE reports.**

EPA Form 5700-52A may be obtained from the EPA Office of Small Business Program's Home Page on the Internet at [www.epa.gov/osbp](http://www.epa.gov/osbp).

**CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302**

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

**BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)**

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

**5. DRUG-FREE WORKPLACE CERTIFICATION**

The recipient organization of this EPA assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1536 Subpart B. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

Those recipients who are individuals must comply with the drug-free provisions set forth in Title 2 CFR Part 1536 Subpart C.

The consequences for violating this condition are detailed under Title 2 CFR Part 1536 Subpart E. Recipients can access the Code of Federal Regulations (CFR) Title 2 Part 1536 at <http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=701081165170316effa8cbf67df73dc0&rgn=div5&view=txt&node=2:1.2.11.11.2&idno=2>.

## **6. CENTRAL CONTRACTOR REGISTRATION/SYSTEM FOR AWARD MANAGEMENT AND UNIVERSAL IDENTIFIER REQUIREMENTS**

A. **Requirement for Central Contractor Registration (CCR)/System for Award Management (SAM)**. Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. **Requirement for Data Universal Numbering System (DUNS) numbers**. If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. **Definitions**. For purposes of this award term:

1. **Central Contractor Registration (CCR)/System for Award Management (SAM)** means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the System for Award Management (SAM) Internet site <http://www.sam.gov>.
2. **Data Universal Numbering System (DUNS) number** means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
3. **Entity**, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
  - a. A Governmental organization, which is a State, local government, or

Indian tribe;

- b. A foreign public entity;
- c. A domestic or foreign nonprofit organization;
- d. A domestic or foreign for-profit organization; and
- e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. Subaward:

a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. --.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. Subrecipient means an entity that:

- a. Receives a subaward from you under this award; and
- b. Is accountable to you for the use of the Federal funds provided by the subaward.

## **7. HOTEL-MOTEL FIRE SAFETY**

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

## **8. INDIRECT COST TERM AND CONDITION FOR COLLEGES AND UNIVERSITIES**

If the recipient does not have a previously established indirect cost rate, it agrees to prepare and submit its indirect cost rate proposal in accordance with OMB Circular A-21, "Cost Principles for Educational Institutions." The recipient must send its proposal to its cognizant federal agency within ninety (90) days from the effective date of the award for this assistance agreement. If EPA is the cognizant federal agency, the recipient must send its indirect cost rate proposal within ninety (90) days from the effective date of the award to:

### **Regular Mail**

Grants Administration Division  
Office of Grants and Debarment  
U.S. Environmental Protection Agency  
1200 Pennsylvania Avenue, NW, MC 3903R  
Washington, DC 20460  
Attn: OGD Indirect Cost Rate Proposal Control Desk

**Mail Courier (e.g. FedEx, UPS, etc.)**

Grants Administration Division  
Office of Grants and Debarment  
U.S. Environmental Protection Agency  
1300 Pennsylvania Avenue, NW, 5th floor  
Washington, DC 20004  
Attn: OGD Indirect Cost Rate Proposal Control Desk

Electronic submissions of proposals may be mailed to [OGD\\_IndirectCost@epa.gov](mailto:OGD_IndirectCost@epa.gov).

Recipients are entitled to reimbursement of indirect costs, subject to any statutory or regulatory administrative cost limitations, if they have a current rate agreement or have submitted an indirect cost rate proposal to their cognizant federal agency for review and approval. Recipients are responsible for maintaining an approved indirect cost rate. Recipients with differences between their provisional rates and final rates are not entitled to more than the award amount, without EPA approval.

Pursuant to 40 CFR 30.26, the recipient agrees to comply with the audit requirements prescribed in the Single Audit Act Amendments, and revised OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

#### **9. LOBBYING AND LITIGATION - ALL RECIPIENTS**

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

#### **10. LOBBYING - ALL RECIPIENTS**

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

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

#### **LOBBYING - PART 30 RECIPIENTS**

All contracts awarded by a recipient shall contain, when applicable, the anti-lobbying provision as stipulated in the Appendix at Title 40 CFR Part 30.

Pursuant to Section 18 of the Lobbying Disclosure Act, the recipient affirms that it is not a nonprofit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a nonprofit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

#### **11. MANAGEMENT FEES**

Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable.

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

## **12. METHOD OF PAYMENT**

a. The Debt Collection Improvement Act of 1996 requires that Federal payments be made by electronic funds transfer. In order to comply with the Act, a recipient must receive payments via one of two electronic methods available to them:

### **Automated Standard Application for Payments (ASAP)**

The ASAP system is the preferred method of payment for EPA grantees. ASAP enrollment is highly encouraged for organizations that have multiple grants/cooperative agreements and for those with a frequent need to request funds. If your organization uses multiple bank accounts for EPA grants/cooperative agreements, you must enroll in ASAP. If you are interested in receiving funds electronically via ASAP, please complete the ASAP Initiate Enrollment form located at <http://www.epa.gov/ocfo/fin services/forms.htm> and email it to [LVFC-grants@epa.gov](mailto:LVFC-grants@epa.gov) or fax it to LVFC at 702-798-2423

Under this payment mechanism, the Recipient initiates, via ASAP, an electronic payment request which is approved or rejected based on the amount of available funds authorized by EPA in the Recipient's account. Approved funds are credited to the recipient organization at the financial institution identified on the recipient's ASAP enrollment application. Additional information concerning ASAP and enrollment can be obtained by contacting the EPA Las Vegas Finance Center, at (702) 798-2485, or by visiting [www.fms.treas.gov/asap](http://www.fms.treas.gov/asap).

### **Electronic Funds Transfer (EFT)**

Under this payment mechanism, the EPA Las Vegas Finance Center will obtain your organization's banking information from your System for Award Management (SAM) registration. Upon completion of required Regional training, a Las Vegas Finance Center Representative will send you an email message with your EFT Control Number and payment information. Additional information concerning EFT can be obtained by contacting the EPA Las Vegas Finance Center at (702) 798-2485, or by visiting <http://www.epa.gov/ocfo/fin services/payinfo.htm>

**NOTE:** If your banking information is not correct or changes at any time prior to the end of your agreement, please update your SAM registration and notify the EPA Las Vegas Finance Center as soon as possible so the new banking information can be retrieved. This is vital to ensure proper and timely deposit of funds.

b. In accepting this assistance agreement, the recipient agrees to draw cash only as needed for its disbursement. Failure on the part of the recipient to comply with this condition may cause the undisbursed portions of the assistance agreement to be revoked and financing method changed to a reimbursable basis.

## **13. RECYCLING TERM AND CONDITION (1)**

In accordance with 40 CFR 30.16, the recipient agrees to use recycled paper and double sided printing for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

#### **14. RECYCLING TERM AND CONDITION (2)**

In accordance with 40 CFR 30.16, State and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to EPA's guidelines.

#### **15. REIMBURSEMENT LIMITATION**

EPA's financial obligations to the recipient are limited by the amount of federal funding awarded to date as shown on line 15 in its EPA approved budget. If the recipient incurs costs in anticipation of receiving additional funds from EPA, it does so at its own risk.

#### **16. A-133 SINGLE AUDIT**

In accordance with OMB Circular A-133, which implements the Single Audit Act, the recipient hereby agrees to obtain a single audit from an independent auditor, if it expends \$500,000 or more in total Federal funds in any fiscal year. Within nine months after the end of a recipient's fiscal year or 30 days after receiving the report from the auditor, the recipient shall submit the SF-SAC and a Single Audit Report Package. **The recipient MUST** submit the SF-SAC and a Single Audit Report Package, using the Federal Audit Clearinghouse's Internet Data Entry System. For complete information on how to accomplish the single audit submissions, you will need to visit the Federal Audit Clearinghouse Web site: <http://harvester.census.gov/fac/>

#### **17. REPORTING SUB-AWARDS AND EXECUTIVE COMPENSATION**

a. **Reporting of first-tier subawards.**

1. **Applicability.** Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e of this award term).

2. **Where and when to report.**

i. You must report each obligating action described in paragraph a.1. of this award term to [www.fsis.gov](http://www.fsis.gov).

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. **What to report.** You must report the information about each obligating action that the submission instructions posted at [www.fsis.gov](http://www.fsis.gov) specify.

b. **Reporting Total Compensation of Recipient Executives.**

1. **Applicability and what to report.** You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if --

i. the total Federal funding authorized to date under this award is \$25,000 or more;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report executive total compensation described in paragraph b. i. of this award term:

i. As part of your registration Central Contractor Registration/System for Award Management profile available at [www.sam.gov](http://www.sam.gov).

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if --

i. in the subrecipient's preceding fiscal year, the subrecipient received--

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c. i. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. subawards,  
and
- ii. the total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR part 25:
  - i. A Governmental organization, which is a State, local government, or Indian tribe;
  - ii. A foreign public entity;
  - iii. A domestic or foreign nonprofit organization;
  - iv. A domestic or foreign for-profit organization;
  - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.

3. Subaward:
  - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
  - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. --.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
  - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. Subrecipient means an entity that:
  - i. Receives a subaward from you (the recipient) under this award; and
  - ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
  - i. *Salary and bonus* .
  - ii. *Awards of stock, stock options, and stock appreciation rights* . Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. *Earnings for services under non-equity incentive plans* . This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. *Change in pension value*. This is the change in present value of defined benefit and actuarial pension plans.
  - v. *Above-market earnings on deferred compensation which is not tax-qualified* .

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

## **18. NATIONAL TERM AND CONDITION FOR SUB-AWARDS**

a. The recipient agrees to:

- (1) Establish all subaward agreements in writing;
- (2) Maintain primary responsibility for ensuring successful completion of the EPA-approved project (this responsibility cannot be delegated or transferred to a subrecipient);
- (3) Ensure that any subawards comply with the standards in Section 210(a)-(d) of OMB Circular A-133 and are not used to acquire commercial goods or services for the recipient;
- (4) Ensure that any subawards are awarded to eligible subrecipients and that proposed subaward costs are necessary, reasonable, and allocable;
- (5) Ensure that any subawards to 501(c)(4) organizations do not involve lobbying activities;
- (6) Monitor the performance of their recipients and ensure that they comply with all applicable regulations, statutes, and terms and conditions which flow down in the subaward;
- (7) Obtain EPA's consent before making a subaward to a foreign or international organization, or a subaward to be performed in a foreign country; and
- (8) Obtain approval from EPA for any new subaward work that is not outlined in the approved work plan in accordance with 40 CFR Parts 30.25 and 31.30, as applicable.

b. Any questions about subrecipient eligibility or other issues pertaining to subawards should be addressed to the recipient's EPA Project Officer. Additional information regarding subawards may be found at <http://www.epa.gov/ogd/guide/subaward-policy-part-2.pdf>. Guidance for distinguishing between vendor and subrecipient relationships and ensuring compliance with Section 210(a)-(d) of OMB Circular A-133 can be found at <http://www.epa.gov/ogd/guide/subawards-appendix-b.pdf> and <http://www.whitehouse.gov/omb/circulars/a133/a133.html>.

c. The recipient is responsible for selecting its subrecipients and, if applicable, for conducting subaward competitions.

## **19. SUSPENSION AND DEBARMENT**

Recipients shall fully comply with Subpart C of 2 CFR Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business With Other Persons," as implemented and supplemented by 2 CFR Part 1532. Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Recipient acknowledges that failing to disclose the information required under 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Recipients may access suspension and debarment information at <http://www.sam.gov>. This system allows recipients to perform searches determining whether an entity or individual is excluded from receiving Federal assistance. This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

## **20. TRAFFICKING IN PERSONS**

a. *Provisions applicable to a recipient that is a private entity .*

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
  - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - ii. Procure a commercial sex act during the period of time that the award is in effect; or
  - iii. Use forced labor in the performance of the award or subawards under the award.
2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
  - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
  - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
    - A. Associated with performance under this award; or
    - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our Agency at 2 CFR 1532.

b. *Provision applicable to a recipient other than a private entity .* We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
  - i. Associated with performance under this award; or
  - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR 1532

c. *Provisions applicable to any recipient .*

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
  - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
  - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. *Definitions .* For purposes of this award term:

1. "Employee" means either:
  - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
  - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring,

transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

## **21. TRAFFICKING VICTIMS PROTECTION ACT OF 2000**

a. We, as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity: (1) is determined to have violated an applicable prohibition in the Prohibition Statement below; or (2) has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in the Prohibition Statement below through conduct that is either: (a) associated with performance under this award; or (b) imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 1532. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in the Prohibition Statement below.

b. Our right to terminate unilaterally that is described in paragraph a of this award term: (1) implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and (2) is in addition to all other remedies for noncompliance that are available to us under this award.

c. You must include the requirements of the Prohibition Statement below in any subaward you make to a private entity.

**Prohibition Statement** - You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or subawards under the award.

## **22. UNLIQUIDATED OBLIGATIONS PART 30 - FEDERAL FINANCIAL REPORTING**

Pursuant to 40 CFR 30.52(a)(1) and 30.71(a), EPA recipients shall submit an annual Federal Financial Report (SF-425) to EPA no later than 90 calendar days following the end of the reporting year.

At the end of the project, the recipient must submit a final Federal Financial Report to EPA no later than 90 calendar days after the end of the project period. The form is available on the internet at <http://www.epa.gov/ocfo/finservices/forms.htm> . All FFRs must be submitted to:

**U.S. EPA Las Vegas Finance Center  
4220 South Maryland Parkway, Building C, Suite 503  
Las Vegas, NV 89119  
Tel: (702) 798-2406  
Fax: (702) 798-2423**

LVFC-grants@epa.gov

The LVFC will make adjustments, as necessary, to obligated funds after reviewing and accepting a final Federal Financial Report. Recipients will be notified and instructed by EPA if they must complete any additional forms for the closeout of the assistance agreement.

EPA may take enforcement actions in accordance with 40 CFR 30.62 if the recipient does not comply with this term and condition.

### **Programmatic Conditions**

1. In accordance with EPA regulations (40 C.F.R. 31.40 for State, local and tribal governments; 40 C.F.R. 30.51 for other recipients), the recipient agrees to submit annual progress reports to the EPA Project Officer within ninety days after the yearly annual anniversary of the award if the project period exceeds one year. These reports shall cover work status, work progress, difficulties encountered, preliminary data results and a statement of activity anticipated during the subsequent reporting period, including a description of equipment, techniques, and materials to be used or evaluated. A discussion of expenditures along with a comparison of the percentage of the project completed to the project schedule and an explanation of significant discrepancies shall be included in the report. The report shall also include any changes of key personnel concerned with the project.

In addition, the report shall include brief information on each of the following areas: 1) a comparison of actual accomplishments with the anticipated outputs/outcomes specified in the assistance agreement work plan; 2) reasons why anticipated outputs/outcomes were not met; and 3) other pertinent information, including, when appropriate, analysis and explanation of cost overruns or high unit costs. The recipient agrees that it will notify EPA of problems, delays, or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan.

2. The Piscataqua Region Estuaries Partnership (PREP) National Estuary Program (NEP) will submit annual Government Performance and Results Act (GPRA) reporting information to the U.S. Environmental Protection Agency as specified in the annual program funding guidance. As a requirement of this agreement, the recipient is required to provide information on the GPRA performance measures to the U.S. Environmental Protection Agency by the date stipulated in the annual funding guidance.

3. The U.S. Environmental Protection Agency will provide programmatic oversight and review and potential comment on reports related to environmental results, habitat, environmental indicators, and leveraged funds. EPA participates in the Management Conference of the Piscataqua Region Estuaries Partnership (PREP). The Management Conference agrees upon the tasks in the annual work plan and assists with program efforts, when appropriate.

4. The U.S. Environmental Protection Agency will participate in the revision and/or implementation of the PREP Comprehensive Conservation and Management Plan (CCMP).

5. Funds in the agreement may be used for outreach support. These funds are to: (1) cover travel for the NEP Program Office, Management Conference members, or other associated stakeholders to appropriate national and regional conferences, workshops, or meetings, (2) provide peer-to-peer technical assistance to other NEPs or neighboring communities, and (3) bring in staff or stakeholders from other NEPs or watershed programs to assist a NEP. PREP is required to attend all NEP national and regional meetings convened by EPA unless unforeseen circumstances prevent PREP from meeting this requirement.

6. National Terms and Condition for Subawards

a. The recipient agrees to:

- (1) Establish all subaward agreements in writing;
- (2) Maintain primary responsibility for ensuring successful completion of the EPA-approved project (this responsibility cannot be delegated or transferred to a subrecipient);
- (3) Ensure that any subawards comply with the standards in Section 210(a)-(d) of OMB Circular A-133 and are not used to acquire commercial goods or services for the recipient;
- (4) Ensure that any subawards are awarded to eligible subrecipients and that proposed subaward costs are necessary, reasonable, and allocable;
- (5) Ensure that any subawards to 501(c)(4) organizations do not involve lobbying activities;
- (6) Monitor the performance of their recipients and ensure that they comply with all applicable regulations, statutes, and terms and conditions which flow down in the subaward;
- (7) Obtain EPA's consent before making a subaward to a foreign or international organization, or a subaward to be performed in a foreign country; and
- (8) Obtain approval from EPA for any new subaward work that is not outlined in the approved work plan in accordance with 40 CFR Parts 30.25 and 31.30, as applicable.

b. Any questions about subrecipient eligibility or other issues pertaining to subawards should be addressed to the recipient's EPA Project Officer. Additional information regarding subawards may be found at <http://www.epa.gov/ogd/guide/subaward-policy-part-2.pdf>. Guidance for distinguishing between vendor and subrecipient relationships and ensuring compliance with Section 210(a)-(d) of OMB Circular A-133 can be found at <http://www.epa.gov/ogd/guide/subawards-appendix-b.pdf> and <http://www.whitehouse.gov/omb/circulars/a133/a133.html>.

c. The recipient is responsible for selecting its subrecipients and, if applicable, for conducting subaward competitions.

7. Sub-awards have not yet been finalized and the need for additional Quality Assurance cannot be determined at this time.

The recipient will develop Quality Assurance Project Plans (QAPP), or equivalent documents defined by the QMP, for all applicable projects and tasks involving environmental data in accordance with the most current National and Regional requirement documents ([http://www.epa.gov/quality/qa\\_docs.html](http://www.epa.gov/quality/qa_docs.html) and <http://epa.gov/nc/lab/qa/qualsys.html>, respectively). Other EPA guidance documents provided at these sites may be helpful in meeting the requirements. The term "environmental data" refers to any measurement or information that describe environmental processes, conditions, or location; ecological or health effects and consequences; or the performance of environmental technology. For EPA, environmental data include information collected directly from measurements, produced from models, and compiled from other sources such as data bases or the literature. The QAPP must be approved by EPA prior to any data gathering work or use, except under circumstances requiring immediate action to protect human health and the environment or operations conducted under police powers. Unless an alternate schedule was previously agreed upon, no later than 30 days prior to the scheduled commencement of data collection and/or data generation activities, the recipient will submit a Quality Assurance Project Plan to the following:

- EPA Project Officer (see page 1 of assistance agreement for name and address) and
- Regional Quality Assurance Manager (EQA)  
U.S. Environmental Protection Agency  
11 Technology Drive  
North Chelmsford, MA 01863

For organizations having an EPA-approved Quality Management Plan (QMP), the recipient will submit an annual update letter to EPA documenting progress over the year and any changes to the QMP. Annual update letters will

be sent every year for four years until the expiration of the QMP (fives years from initial EPA approval). Annual QA update letters will be sent to the EPA Project Officer and Regional Quality Assurance Manager on the anniversary of the approval of the QMP by the Regional QA Manager; or on another mutually agreeable schedule. In addition, for multi-year projects, the grantee shall confirm that the QAPP is current and accurate.

8. EPA may terminate the assistance agreement for failure to make sufficient progress so as to reasonably ensure completion of the project within the project period, including any extensions. EPA will measure sufficient progress by examining the performance required under the work plan in conjunction with the milestone schedule, the time remaining for performance within the project period, and/or the availability of funds necessary to complete the project. See Policy 11-01 at:

[http://www.ogd/policy/final\\_grants\\_policy\\_issuance\\_11\\_03\\_state\\_grant\\_workplans.pdf](http://www.ogd/policy/final_grants_policy_issuance_11_03_state_grant_workplans.pdf)

**9. Federal Funding Accountability and Transparency Act (FFATA) Reporting Requirements for Sub-award and Executive Compensation.**

**Purpose:** To describe new Federal reporting requirements for EPA assistance agreement recipients. If, during the preceding fiscal year, a prime recipient or sub-recipient (a "prime" recipient is the recipient of record, the entity to which the Federal government makes an award; a "sub-recipient" is a sub-awardee at any other level down from the prime recipient) **meets all three criteria** listed below, then for each sub-award of \$25,000 or more that the recipient provides, the recipient must enter into the FFATA Subaward Reporting System (FSRS) the total compensation of its five most highly-paid executives:

- the recipient received 80% or more of its annual gross revenue in Federal procurement contracts and financial assistance, **and**
- the recipient received \$25,000,000 or more in annual gross revenues from Federal procurement contracts and financial assistance, **and**
- there are no regularly-filed, publicly-available reports depicting the total compensation of the recipient's five most highly-paid executives.

The policy is available at: [www.epa.gov/ogd/](http://www.epa.gov/ogd/) and at: <http://usaspending.gov/news>

10. In accordance with 40 CFR 30.36, EPA has the right to reproduce, publish, use and authorize others to use copyrighted works developed under this assistance agreement for Federal purposes.

11. Unless the event(s) are specified in the approved workplan, the recipient agrees to obtain prior approval from EPA for the use of grant funds for light refreshments and/or meals served at meetings, conferences, training workshops, and outreach activities (events). The recipient must send requests for approval to the EPA Project Officer and include:

- (1) An estimated budget and description for the light refreshments, meals, and/or beverages to be served at the event(s);
- (2) A description of the purpose, agenda, location, length and timing for the event.
- (3) An estimated number of participants in the event and a description of their roles.

Recipients may address questions about whether costs for light refreshments, and meals for events are allowable to the recipient's EPA Project Officer. However, the Agency Award Official or Grant Management Officer will make final determinations on allowability.

Note: U.S. General Services Administration regulations define light refreshments for morning, afternoon or evening breaks to include, but not be limited to, coffee, tea, milk, juice, soft drinks, donuts, bagels, fruit, pretzels, cookies, chips, or muffins. (41 CFR 301-74.11)

## 12. Electronic and Information Technology Accessibility

Recipients and subrecipients are subject to the program accessibility provisions of Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7, which includes an obligation to provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology ("EIT"). In compliance with Section 504, EIT systems or products funded by this award must be designed to meet the diverse needs of users (e.g., U.S. public, recipient personnel) without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology. At this time, the EPA will consider a recipient's websites, interactive tools, and other EIT as being in compliance with Section 504 if such technologies meet standards established under Section 508 of the Rehabilitation Act, codified at 36 CFR Part 1194. While Section 508 does not apply directly to grant recipients, we encourage recipients to follow either the 508 guidelines or other comparable guidelines that concern accessibility to EIT for individuals with disabilities. Recipients may wish to consult the latest Section 508 guidelines issued by the US Access Board or W3C's Web Content Accessibility Guidelines (WCAG) 2.0(see <http://www.access-board.gov/sec508/guide/index.htm>).

## 13. Geospatial Data Standards

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at [www.fgdc.gov](http://www.fgdc.gov).

## 14. Minimum Matching Share Requirement

This award and the resulting federal funding share of 50% as shown under "Notice of Award" above is based on estimated costs requested in the recipient's application dated 6/21/2013. While actual total costs may differ than those estimates, the recipient is required to provide no less than 50% of the final total allowable program/project costs (outlays). EPA's participation shall not exceed the total amount of federal funds awarded or the maximum federal share for this program of 50% of the final total allowable program/project costs.

Attachment 3B - Research Subaward Agreement  
Subrecipient Contacts

Subaward Number:

14-048

Institution/Organization ("Subrecipient")

Name: New Hampshire Department of Environmental Services

Address: P.O. Box 95

City: Concord

State: NH

ZipCode + 4: 03302-0095

EIN No.: 02-600618

Institution Type: State Government

Did the subrecipient's gross income, from all sources, in the previous tax year exceed \$300,000? Yes  No

If no, FFATA reporting of this subaward is not required.

Is the Performance Site the Same Address as Above?  Yes  No

Currently registered in CCR?  Yes  No

If no, is the Performance Site the same as PI address below?  Yes  No

DUNS No.:

Parent DUNS No.:

042828025

If no to both questions, please complete 3B page 2 (if ARRA funding use Attachment 4A).

Is Subrecipient exempt from reporting compensation?  Yes  No

Congressional District:

Congressional District:

If no, please complete 3B page 2 (if ARRA funding use Attachment 4A).

Administrative Contact

Name: Philip Trowbridge

Address: New Hampshire Department of Environmental Services

P.O. Box 95

City: Concord

State: NH

ZipCode: 03302-0095

Telephone: 603-271-8872

Fax: 603-271-7894

Email: Philip.Trowbridge@des.nh.gov

Principal Investigator

Name: Philip Trowbridge

Address: New Hampshire Department of Environmental Services

P.O. Box 95

City: Concord

State: NH

ZipCode: 03302-0095

Telephone:

Fax:

Email:

Financial Contact

Name: Maureen Gelinias

Address: New Hampshire Department of Environmental Services

P.O. Box 95

City: Concord

State: NH

ZipCode: 03302-0095

Telephone: 603-271-2414

Fax:

Email: Maureen.Gelinias@des.nh.gov

Authorized Official

Name:

Address: New Hampshire Department of Environmental Services

P.O. Box 95

City: Concord

State: NH

ZipCode: 03302-0095

Telephone: 603-271-1881

Fax:

Email: Susan.Carlson@des.nh.gov

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