



The State of New Hampshire
Department of Environmental Services

Thomas S. Burack, Commissioner



March 18, 2016

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 an agreement with the University of New Hampshire, Durham, NH (VC #177867-BO46), in the amount of \$65,000 to complete the *Great Bay Watershed Improvements to Reduce Nitrogen on the UNH Campus* project, effective upon Governor and Council approval through June 30, 2017. 100% Federal Funds.

Funding is available in the accounts as follows:

	<u>FY 2016</u>
03-44-44-442010-3642-072-500574	\$65,000
Dept. Environmental Services, Coastal Zone Management, Grants – Federal	

EXPLANATION

The Department of Environmental Services (DES) issued a Request for Proposals (RFP) for the 2016 Watershed Assistance Grants program. This year, the Watershed Assistance Grant funding has been augmented with Coastal Zone Management funding for the proposed project. Eleven proposals were received. The proposals were ranked based on the criteria included in the RFP: water quality improvement or protection; cost/benefit ratio; local capacity to complete the project; relative value or significance of the water body; and, general quality and thoroughness of the proposal. Based on results of the selection process and available federal grant funding levels, the seven highest ranked watershed plan implementation projects, and the highest ranked watershed plan development project were selected to receive funding. Please see Attachment B for a list of project rankings and review team members.

The Watershed Assistance Grants focus on the reduction of nonpoint source (NPS) pollution. NPS pollution occurs when rainfall, snowmelt, or irrigation water runs over land or through the ground, transporting materials which are then deposited into rivers, lakes, and coastal waters, or introduced into the groundwater. Pollutants can include chemicals, sediments, nutrients, and toxics. These materials can have harmful effects on drinking water supplies, recreation, fisheries, and wildlife. Land development or changes in land use can also cause NPS pollution by disrupting the natural hydrology of a water body, increasing impervious surfaces, and contributing to the loss of aquatic habitat. Watershed Assistance programs address NPS pollution by promoting good land use practices on a watershed scale.

The Great Bay Nitrogen Non-Point Source Study (GBNNPSS) identified stormwater sources as a major contributor to the nonpoint source pollution nitrogen load to Great Bay. This project is proposed in

order to reduce nitrogen loads from stormwater transport pathways. Specifically, this project addresses water quality impairments associated with untreated stormwater runoff from a 3.5 acre UNH commuter parking area known as B-Lot. Currently, B-Lot is a directly connected impervious area, meaning that there is a direct path for stormwater runoff from the parking lot to reach receiving waters without treatment. Directly connected impervious surfaces can negatively impact receiving waters through increased pollutant loading, as well as increased stormwater runoff flow velocity and volume. The proposed stormwater treatment work at B-Lot will address both stormwater quality and quantity by implementing two to three innovative bio-retention systems.

The UNH Stormwater Center will design the bio-retention systems, and partner with UNH Facilities Services to have them constructed. The bio-retention systems will disconnect the channels of untreated stormwater flow by treating and infiltrating stormwater, and will be designed with internal water storage to promote nitrogen removal. The treatment of stormwater from this impervious area will result in an overall annual pollutant load reduction of 38.2 pounds of total nitrogen, as well as 5.7 pounds of total phosphorus, and 2,311 pounds of sediment.

The total project costs are budgeted at \$108,335. DES will provide \$65,000 (60%) of the project costs through a federal grant and the University of New Hampshire Stormwater Center will provide the remaining costs through cash and/or in-kind services. A budget breakdown is provided in Attachment A. In the event that Federal Funds become no longer available, General Funds will not be requested to support this program. The agreement has been approved by the Office of the Attorney General as to form, execution, and content.

We respectfully request your approval.


Thomas S. Burack, Commissioner

COOPERATIVE PROJECT AGREEMENT

between the

STATE OF NEW HAMPSHIRE, **Department of Environmental Services**

and the

University of New Hampshire of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by the State of New Hampshire, **Department of Environmental Services**, (hereinafter "State"), and the University System of New Hampshire, acting through **University of New Hampshire**, (hereinafter "Campus"), for the purpose of undertaking a project of mutual interest. This Cooperative Project shall be carried out under the terms and conditions of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, except as may be modified herein.

B. This Project Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Project Agreement ("Effective date") and shall end on **6/30/17**. 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: **Great Bay Watershed Improvements to reduce Nitrogen on the UNH campus**

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: Stephen C. Landry
Address: NH DES
29 Hazen Dr.
Concord, NH 03302

Phone: 603-271-2969

Campus Project Administrator

Name: Dianne Hall
Address: University of New Hampshire
Sponsored Programs Administration
51 College Rd. Rm 116
Durham, NH 03824

Phone: 603-862-1942

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: Sally Soule
Address: NH DES
222 International Drive, Suite 175
Portsmouth, NH 03801

Phone: 603-559-0032

Campus Project Director

Name: James Houle
Address: UNH Stormwater Center
35 Colovus Rd.
Durham, NH 03824

Phone: 603-862-9357

F. Total State funds in the amount of \$65,000 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 40 % 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. NA14NOS4190067 from National Oceanic Atmospheric Administration under CFDA# 11.419. 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:

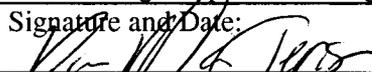
H. State has chosen not to take possession of equipment purchased under this Project Agreement.
 State has chosen to take possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's end-date.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

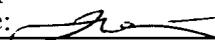
IN WITNESS WHEREOF, the University System of New Hampshire, acting through the University of New Hampshire and the State of New Hampshire, Department of Environmental Services have executed this Project Agreement.

By An Authorized Official of:
University of New Hampshire

Name: Karen M. Jensen
Title: Manager, Sponsored Programs Administration

Signature and Date:  2/25/16

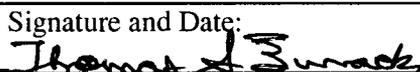
By An Authorized Official of: the New Hampshire Office of the Attorney General (Form, substance + execution)

Name:  4-1-2016
Title: Sr. Assistant Attorney General

Signature and Date: Lauren J. Noetler

By An Authorized Official of:
Department of Environmental Services

Name: Thomas S. Burack
Title: Commissioner

Signature and Date:  3/15/2016

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

Name:
Title:

Signature and Date:

EXHIBIT A

- A. Project Title:** Great Bay Watershed Improvements to reduce Nitrogen on the UNH campus
- B. Project Period:** Upon G&C approval through June 30, 2017
- C. Objectives:** This project addresses water quality impairments associated with stormwater runoff from highly urbanized areas: specifically uncontrolled runoff from a large, paved commuter parking lot. UNH facilities will partner with the UNH Stormwater Center to implement 2-3 stormwater treatment practices at its B-Lot parking area. DES studies identify stormwater as a significant source of the nitrogen load (34%) delivered to Great Bay. UNH B-lot represents the largest unmanaged expanse of directly connected impervious cover (IC) on the UNH campus (3.5 acres). The treatment of stormwater runoff from this IC will result in overall annual reductions of 38.2 pounds of total nitrogen, 5.7 pounds of total phosphorus, and 2,311 pounds of sediment. Large expanses of IC with unmanaged stormwater runoff create receiving water quality impacts from pollutant loads and increases in flow, velocities, and volume. The improvements in this project proposal will address stormwater quality and quantity. The practices will include innovative bioretention systems designed with internal water storage volumes to optimize nitrogen removal.
- D. Scope of Work:** Objective 1: Construction of 2 -3 low impact development (LID) strategies to treat stormwater runoff and reduce pollutant loading in the B-Lot parking will be completed

Measures of Success: Installation of 2 -3 LID retrofits

Deliverables: Documentation of 2 -3 LID installations (designs and photo-documentation)

- Task 1.1 Coordinate with UNH Facilities Services to select contractor to construct LID retrofits
- Task 1.2 Conduct detailed site assessment for installations
- Task 1.3 Design 2 -3 LID systems
- Task 1.4 Develop materials list and procure materials
- Task 1.5 Install LID retrofits at the B-Lot parking area
- Task 1.6 Perform construction oversight, post-construction inspection, and documentation

Objective 2: Calculate pre and post project impervious cover (IC) values and determine percent reductions achieved through LID implementation. Calculate pollutant load reductions based on the % IC reduction and the treatment strategy

Measures of Success: Data collected, pre and post IC estimates developed, project impact evaluated

Deliverables: Pollutant load and IC reduction estimates are documented

- Task 2.1 Pollutant load and IC reductions are calculated for retrofits
- Task 2.2 Documentation of pollutant load and IC reduction is provided to DES

Objective 3: Develop guidance and obtain signatures for operation and maintenance of retrofits

Measures of Success: Operation and maintenance guidelines produced

Deliverables: Signed operation and maintenance guidelines document

- Task 3.1 Develop operation and maintenance guidelines for retrofits installed during the project
- Task 3.2 Obtain signatures, finalize operation and maintenance document; provide a copy to DES

Objective 4: Fulfill project management and reporting requirements as required by DES

Measures of Success: Submit all deliverables and report progress in meeting performance targets to DES on a semi-annual basis and submit final project report to DES

Deliverables: Two semi-annual reports and one final report

- Task 4.1 Develop schedules and timelines to assure all work is completed during the grant period
- Task 4.2 Complete and submit semi-annual reports as follows: June 2016 and December 2016
- Task 4.3 Submit final report and financial documentation by June 30, 2017; the final report should include a cover page with the logos of sponsoring agencies (NHDES, NHCP & NOAA) as well as the following funding credit language: "This project was funded, in part, by NOAA's Office for Coastal Management under the Coastal Zone Management Act in conjunction with the NH Department of Environmental Services Coastal Program."

E. Deliverables Schedule: See Scope of Work

F. Budget and Invoicing Instructions: Campus will submit invoices to State on regular Campus invoice forms no more frequently than monthly and no less frequently than quarterly. Invoices will be based on actual project expenses incurred during the invoicing period, and shall show current and cumulative expenses by major cost categories, and shall document cumulative cost sharing through the end of the invoicing period. State will pay Campus within 30 days of receipt of each invoice. Campus will submit its final invoice not later than 75 days after the Project Period end date.

Budget Items	State Funding	Cost Sharing	Total
1. Salaries & Wages	28,891	6,822	35,713
2. Employee Fringe Benefits	6,641	2,545	9,186
3. Travel	0	0	0
4. Supplies and Services	23,559	30,047	53,606
5. Equipment	0	0	0
6. Facilities & Admin Costs	5,909	3,941	9,850
Subtotals	65,000	43,355	108,355
Total Project Costs:			108,355

G. Funding Credit: All materials produced for public distribution shall be reviewed and approved by State Project Director prior to distribution and shall include a citation that funding was provided by the New Hampshire Department of Environmental Services (DES) with the DES logo, and appropriate attribution to the National Oceanic Atmospheric Administration.

EXHIBIT B

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

Special Federal provisions are listed here: None or

Federal Funds paid under this agreement are from a Grant Agreement to the State from the US Department of Commerce (DOC), National Oceanic and Atmospheric Administration under CFDA # 11.419. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant Agreement are hereby adopted in full force and effect to the relationship between this Department and the grantee.

All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant Agreement are hereby adopted in full force and effect to the relationship between this Department and the grantee. Additionally, the Grantee shall comply with the terms of the Federal Funding Accountability and Transparency Act (FFATA) by providing DES with their Data Universal Numbering System (DUNS) number.

In addition to the General Provisions of Paragraph 1 through 23, the following provisions as required by federal regulations apply to this Agreement:

I) Nondiscrimination. The Grantee shall comply with 40 CFR part 7 which prohibits discrimination under any program or activity receiving EPA assistance on the basis of race, color, national origin, or gender, and 40 CFR part 12 which prohibits discrimination based on handicap.

II) Financial management. The Grantee shall comply with 40 CFR 30.21 and the specific standards regarding financial reporting, accounting records, internal control, budget control, allowable cost, source documentation, and cash management outlined therein.

III) Allowable costs. All costs charged to this Agreement shall be eligible, necessary, and reasonable for performing the tasks outlined in the approved project scope of services. The costs, including match, shall be incurred during the period of performance of the project, and shall be allowable, meaning that the costs must conform to specific federal requirements detailed in 40 CFR 30.27; and OMB Circular A-122.

IV) Matching funds. All matching funds contributed by the Grantee shall conform to the same laws, regulations, and grant conditions as the federal funds in the Agreement and referenced in 40 CFR 30.23 and OMB Circular A-122.

V) Property Management. The Grantee shall comply with the property management and procedures detailed in 40 CFR 30.34 through 40 CFR 30.37 and OMB Circular A-122.

VI) Debarment and Suspension. The grantee shall comply with 40 CFR 30.13. By signing and submitting the Agreement, the Grantee certifies that they have not been debarred or suspended by a government agency. The Grantee will not make any award or permit any award (subgrant or subcontract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

VII) Procurement. When purchasing goods or services with grant or match funds, the Grantee shall comply with procurement regulations as detailed in 40 CFR 30.40 through 30.47 which include procurement standards, competition, methods of procurement, contract cost and price, agency review, bonding requirements, and contract provisions.

a. Assignment of Subcontracts. The Contractor shall not assign, or otherwise transfer any interest in this contract without the prior written consent of the Contract Owner and the State.

b. Subcontracts. The Contractor shall:

i. Ensure that every subcontract includes provisions for compliance with Federal and State standards applicable to the contract;

ii. Ensure that every subcontract includes any clauses required by Federal statute and executive orders and their implementing regulations; and

iii. Ensure that subcontractors are aware of requirements imposed upon them by State and Federal statutes and regulations.

VIII) Participation by Disadvantaged Business Enterprises. The Grantee shall comply with the terms of 40 CFR Part 33 Subpart C, which requires that organizations conduct a competitive procurement process making a good faith effort to utilize goods and services provided by disadvantaged businesses.

IX) New Restrictions on Lobbying: Interim Final Rule. The Grantee shall comply with the terms of 40 CFR part 34 and OMB Circular A-87 which prohibit the use of federal grant funds to influence (or attempt to influence) a federal employee, and requires the submission of Standard Form LLL ("Disclosure of Lobbying Activities") if nonfederal funds have been used to influence (or attempt to influence) a federal employee.

X) Drug-Free Workplace. The Grantee will comply with the terms of 40 CFR Part 36 which require that as a condition of the Agreement, certification that they maintain a drug-free workplace. By signing and submitting the Agreement, the Grantee certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity associated with the Agreement.

XII) Federal Funding Accountability and Transparency Act (FFATA). The Grantee shall comply with the terms of the FFATA by providing DES with their Data Universal Numbering System (DUNS) number, and all applicable Executive Compensation Data as required under the FFATA. The Grantee's DUNS number is 11-108-9470 .

**Attachment A
Budget Estimate**

Budget Item	NOAA CZM	Non-Federal Matching Funds
Salaries & Wages	\$28,891.00	\$6,822.00
Employee Fringe and Benefits	\$6,641.00	\$2,545.00
Supplies and Services	\$23,559.00	\$30,047.00
Facilities and Admin Costs	\$5,909.00	\$3,941.00
Total Project Cost	\$65,000.00	\$43,355.00

Attachment B: 2016 Watershed Assistance and Restoration Grant Ranking

Projects Implementing Watershed Plans										
Organization	Project Name	Reviewer 'A'	Reviewer 'B'	Reviewer 'C'	Reviewer 'D'	Reviewer 'E'	Reviewer 'F'	Reviewer 'G'	Average Score	Rank
Acton Wakefield Watersheds Alliance	Province Lake - Jolly Roger Septic System Upgrade	98	92	90	94	85	88	87	90.6	1
Newfound Lake Region Association	Newfound Watershed Master Plan Implementation - Phase II	87	80	90	85	73	78	81	82.0	2
Pleasant Lake Protection Association	Pleasant Lake Watershed Restoration Plan Implementation - Phase 1	91	78	88	91	74	66	78	80.9	3
UNH Stormwater Center	Great Bay Watershed Improvements to Reduce Nitrogen - UNH 'B' Lot Stormwater Retrofits	86	86	88	89	67	70	78	80.6	4
Town of Exeter/WISE	Implementation of the Squamscott - Exeter Watershed Management Plan	94	87	75	87	77	68	70	79.7	5
Franklin Pierce University	Pearly Pond Watershed Restoration Plan: Implementation Phase 1	75	83	88	79	80	69	77	78.7	6
City of Dover	Willand Pond Boat Launch Best Management Practices	86	69	72	85	71	63	84	75.7	7
Strafford County Conservation District	Great Bay Watershed Management Plan-Nitrogen Cycling	66	82	72	76	75	60	87	74.0	Not selected
Nashua Regional Planning Commission	Baboosic Lake 2014 Watershed Plan Update Implementation: On-site Waste Management Program	85	80	67	76	70	55	80	73.3	Not selected

Projects Developing Watershed Plans										
Organization	Project Name	Reviewer 'A'	Reviewer 'B'	Reviewer 'C'	Reviewer 'D'	Reviewer 'E'	Reviewer 'F'	Reviewer 'G'	Average Score	Rank
New Hampshire Rivers Council	Development of a Watershed Management Plan for the Winnicut River	90	89	81	93	90	n/a	91	89.0	1
Lake Winnepesaukee Association	Moultonborough Bay and Broads North Watershed Management Plan Development	89	79	88	88	72	74	69	79.9	Not selected

Review Team Members

Name	Qualifications
Steve Landry	20 years experience, Watershed Assistance Section Supervisor, project management, Merrimack watershed and fluvial geomorphology expertise
Jeff Marcoux	12 years experience, Watershed Assistance Specialist, project management, grant and contract expertise
Barbara McMillan	15 years Watershed Assistance Outreach Coordinator, outreach and education and stormwater expertise.
Sally Soule	20 years experience, Coastal Watershed Coordinator, project management, Coastal watershed expertise
Wendy Waskin	15+ years experience, Grants Specialist, budgeting, planning, project assistance expertise
Jillian McCarthy	13 years experience, Stormwater Coordinator, quality assurance, program planning, low impact development and stormwater expertise.
Rob Livingston	29 years experience, Watershed pollution specialist, BMP, pollution source investigation expertise, Field training of local municipalities in watershed pollution source tracking and identification, Environmental complaints field investigator.