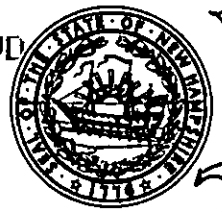




The State of New Hampshire SEP29'21 AM10:11 RCVD
Department of Environmental Services

Robert R. Scott, Commissioner



Lam
5F

September 20, 2021

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Environmental Services to amend an agreement (PO #1064375) with the University of New Hampshire, (VC # 315187-B083) for the *Great Bay Pollution Waterbody/Watershed Nitrogen Nonpoint Source Study* project by extending the end date from December 31, 2021 to September 30, 2022. The original agreement was approved by the G&C on October 3, 2018 Item #48 and amended October 21, 2020, Item #5E. No additional funding is requested in this amendment.

EXPLANATION

NHDES requests this Amendment to provide additional time for the Grantee to complete the project. This amendment is requested as a result of-going delays related to non-essential construction activities on campus due to COVID 19. Please see Attachment A for a copy of the original Grant Agreement.

To complete this project, the University of New Hampshire (UNH) facilities will partner with the UNH Stormwater Center to implement best management practices (BMPs) that disconnect impervious cover at nitrogen hotspots. The Great Bay Nitrogen Non-Point Source Study (GBNNPSS) identified stormwater as a significant source of the non-point source nitrogen load (34%) to the Great Bay. The project focuses on a parking area located in the southeastern portion of UNH's Durham campus. The project partners will construct stormwater management practices to treat runoff from a 14.7-acre area which includes 12.5 acres of effective impervious cover (EIC). The project will disconnect and treat runoff through the implementation of an innovative subsurface gravel wetland prior to discharging to receiving waters. Disconnection of this EIC will lead to the overall annual reduction of 112 pounds of total nitrogen, 16 pounds of total phosphorus, and 7,800 pounds of sediment from the drainage area. The improvements in this project proposal will address stormwater quality and quantity, and are based on nitrogen loads from stormwater transport pathways, identified, modeled, and reported in the GBNNPSS.

To date \$12,875 of the original grant amount of \$75,000 has been spent.

In the event that Federal Funds become no longer available, General Funds will not be requested to support this program. This amendment has been approved by the Office of the Attorney General as to form, execution, and content.

We respectfully request your approval.



Robert R. Scott, Commissioner

AMENDMENT #2 to
COOPERATIVE PROJECT AGREEMENT
between the
STATE OF NEW HAMPSHIRE, Department of Environmental Services
and the
University of New Hampshire of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

The Cooperative Project Agreement, approved by the State of New Hampshire Governor and Executive Council on **October 3, 2018**, item #148, and amended on **October 21, 2020** item #5E, for the Project titled "**Great Bay Pollution Waterbody/Watershed Nitrogen Nonpoint Source Study Implementation**," Campus Project Director, James Houle, is and all subsequent properly approved amendments are hereby modified by mutual consent of both parties for the reason(s) described below:

Purpose of Amendment (Choose all applicable items):

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

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

- Article A. is revised to replace the State Department name of _____ with _____ and/or USNH campus from _____ to _____.
- Article B. is revised to replace the Project End Date of 12/31/2021 with the revised Project End Date of 9/30/2022, and Exhibit A, article B is revised to replace the Project Period of **Upon G&C Approval – December 31, 2021** with **September 30, 2022**.
- Article C. is amended to add Exhibit A by including the proposal titled, " _____ ," dated _____.
- Article D. is amended to change the State Project Administrator to _____ and/or the Campus Project Administrator to _____.
- Article E. is amended to change the State Project Director to _____ and/or the Campus Project Director to _____.
- Article F. is amended to increase funds in the amount of \$ _____ and will read:

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

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

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

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

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

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

- Article H. is amended such that:

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

- Exhibit A is amended as attached.
- Exhibit B is amended as attached.

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

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

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

IN WITNESS WHEREOF, the following parties agree to this Amendment #2 to the Cooperative Project Agreement.

By An Authorized Official of:
University of New Hampshire

Name: Karen M. Jensen

Title: Director, Sponsored Programs Administration

Signature and Date: Karen Jensen 8/2/21

By An Authorized Official of:

Department of Environmental Services

Name: Robert R. Scott

Title: Commissioner

Signature and Date: Robert R. Scott 9/22/21

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

Name: Joshua C. Harrison 9/27/2021

Assistant Attorney General

Joshua C. Harrison

By An Authorized Official of: the New

Hampshire Governor & Executive Council

Name: _____

Title: _____
Signature and Date: _____

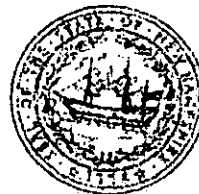
Title: _____
Signature and Date: _____

EXHIBIT A

- A. Project Title:**
- B. Project Period:** October 3, 2018 – September 30, 2022
- C. Objectives:**
- D. Scope of Work:**
- E. Deliverables Schedule:**
- F. Budget and Invoicing Instructions:**



The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

September 25, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, NH 03301

APPROVED G & C

DATE 21 October 2020

ITEM # 5E

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to amend an agreement (PO #1064375) with the University of New Hampshire, (VC #315187-8083) for the *Great Bay Pollution Waterbody/Watershed Nitrogen Nonpoint Source Study* project by extending the end date from December 31, 2020 to December 31, 2021. The original agreement was approved by the Governor and Council on October 3, 2018, Item #48. No additional funding is requested in this amendment. 100% Federal Funds

EXPLANATION

NHDES requests this Amendment to provide additional time for the Grantee to complete the project. This amendment is requested due to a COVID-19 related moratorium on non-essential construction activities on the University of New Hampshire (UNH) campus. Please see Attachment A for a copy of the original Grant Agreement.

To complete this project, UNH facilities will partner with the UNH Stormwater Center to implement best management practices (BMPs) that disconnect impervious cover at identified nitrogen source hotspots. The Great Bay Nitrogen Non-Point Source Study (GBNNPSS) identified stormwater as a significant source of the nonpoint source nitrogen load (34%) to Great Bay. The project focuses on a parking area located in the southeastern portion of UNH's Durham campus. The project partners will construct stormwater management practices to treat runoff from a 14.7-acre area which includes 12.5 acres of effective impervious cover (EIC). The project will disconnect and treat runoff through the implementation of an innovative subsurface gravel wetland prior to discharging to receiving waters. Disconnection of this EIC will lead to the overall annual reduction of 112 pounds of total nitrogen, 16 pounds of total phosphorus, and 7,800 pounds of sediment from the drainage area.

The improvements in this project proposal will address stormwater quality and quantity. Improvements are based on nitrogen loads from stormwater transport pathways, identified, modeled and reported in the GBNNPSS.

In the event that Federal Funds become no longer available, General Funds will not be requested to support this project. The agreement has been approved by the Office of the Attorney General as to form, execution, and content.

We respectfully request your approval.


Robert R. Scott, Commissioner

AMENDMENT #1 to
COOPERATIVE PROJECT AGREEMENT
between the
STATE OF NEW HAMPSHIRE, Department of Environmental Services
and the
University of New Hampshire of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

The Cooperative Project Agreement, approved by the State of New Hampshire Governor and Executive Council on ~~October 3, 2018~~, item # 48 for the Project titled "Great Bay Pollution Waterbody/Watershed Nitrogen Nonpoint Source Study Implementation," Campus Project Director, James Houle, is and all subsequent properly approved amendments are hereby modified by mutual consent of both parties for the reason(s) described below:

Purpose of Amendment (Choose all applicable items):

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

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

- Article A. is revised to replace the State Department name of _____ with _____ and/or USNH campus from _____ to _____.
- Article B. is revised to replace the Project End Date of ~~12/31/2020~~ with the revised Project End Date of ~~12/31/2021~~, and Exhibit A, article B is revised to replace the Project Period of Upon G&C Approval – December 31, 2020 with Upon G & C Approval – December 31, 2021.
- Article C. is amended to add Exhibit A by including the proposal titled, " _____," dated _____.
- Article D. is amended to change the State Project Administrator to _____ and/or the Campus Project Administrator to _____.
- Article E. is amended to change the State Project Director to _____ and/or the Campus Project Director to _____.
- Article F. is amended to increase funds in the amount of \$ _____ and will read:

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

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

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

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

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

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

- Article H. is amended such that:

- State has chosen not to take possession of equipment purchased under this Project Agreement.
- State has chosen to take possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's end-date. Any expenses incurred by Campus in carrying out State's requested disposition will be fully reimbursed by State.

- Exhibit A is amended as attached.
- Exhibit B is amended as attached.

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

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

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

IN WITNESS WHEREOF, the following parties agree to this Amendment #2 to the Cooperative Project Agreement.

By An Authorized Official of:

University of New Hampshire

Name: Karen M. Jensen

Title: Director, Sponsored Programs Administration

Signature and Date: Karen Jensen 8/28/20

By An Authorized Official of: the New

Hampshire Office of the Attorney General

Name: Joshua Harrison

By An Authorized Official of:

Department of Environmental Services

Name: Robert R. Scott

Title: Commissioner

Signature and Date: [Signature] 9/28/20

By An Authorized Official of: the New

Hampshire Governor & Executive Council

Name: _____

Title: Assistant Attorney General
Signature and Date: [Signature] 10/05/2020

Title: _____
Signature and Date: _____

EXHIBIT A

- A. Project Title:
- B. Project Period: Upon G & C Approval – December 31, 2021
- C. Objectives:
- D. Scope of Work:
- E. Deliverables Schedule:
- F. Budget and Invoicing Instructions:



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Robert R. Scott, Commissioner

August 29, 2018

APPROVED G & C.

His Excellency, Governor Christopher T. Sununu
and The Honorable Council
State House
Concord, NH 03301

DATE 10/3/18
ITEM # 48
R1-18-C-04

REQUESTED ACTION

Authorize the Department of Environmental Services to enter into an agreement with the University of New Hampshire Stormwater Center, (VC# 177867) in the amount of \$75,000 to complete the *Great Bay Waterbody/Watershed Nitrogen Nonpoint Source Study Implementation: Phase 3: University of New Hampshire BMPs to Reduce Nitrogen*, effective upon Governor and Council approval through December 31, 2020. 100 % Federal Funds.

Funding is available in the account as follows:

03-44-44-442010-2035-072-500575

Dept. Environmental Services, NPS Restoration Program, Grants-Federal

FY 2019
\$75,000

EXPLANATION

The Department of Environmental Services (NHDES) issued a Request for Proposals (RFP) for the 2017/2018 Watershed Assistance Grants program. The twenty-one proposals received 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 the results of the selection process and available federal grant funding levels, the six highest ranked implementation projects were selected to receive funding. Please see Attachment B for a list of project rankings and review team members.

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 which often 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.

UNH facilities will partner with the UNH Stormwater Center to implement best management practices (BMPs) that disconnect impervious cover at nitrogen loading hotspots in the Great Bay watershed. *The*

www.des.nh.gov

29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095
(603) 271-3503 • Fax: (603) 271-7894 • TDD Access: Relay NH 1-800-735-2964

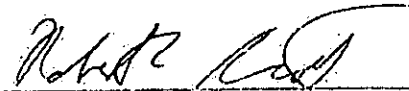
Great Bay Nitrogen Non-Point Source Study (GBNNPSS) identified stormwater as a significant source of the nonpoint source nitrogen load (34%) to the Great Bay. Nitrogen from stormwater has been identified by GBNNPSS as a significant source of the nonpoint source nitrogen load (34%) to the Great Bay. The project focuses on a 16.2 acre area along the southeastern portion of UNH Durham campus. This phase will focus on management of a 14.7 acre area which includes 12.5 acres of effective impervious cover (EIC). The project will disconnect and treat runoff through the implementation of an innovative subsurface gravel wetland prior to discharging to receiving waters. Disconnection of this EIC will lead to the overall annual reduction of 112 pounds of total nitrogen, 16 pounds of total phosphorus, and 7,800 pounds of sediment from the drainage area.

The improvements realized through this project will address stormwater quality and quantity, and are based on nitrogen loads from stormwater transport pathways, identified, modeled and reported in the GBNNPSS.

The total project costs are budgeted at \$125,025. NHDES will provide \$75,000 (60%) of the project costs through a Section 319 of the Clean Water Act, federal grant. 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.



Robert R. Scott, Commissioner

COOPERATIVE PROJECT AGREEMENT

between the

STATE OF NEW HAMPSHIRE, Department of Environmental Services
and the

University of New Hampshire of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

- A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by the State of New Hampshire, Department of Environmental Services, (hereinafter "State"), and the University System of New Hampshire, acting through University of New Hampshire, (hereinafter "Campus"), for the purpose of undertaking a project of mutual interest. This Cooperative Project shall be carried out under the terms and conditions of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, except as may be modified herein.
- B. This Project Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Project Agreement ("Effective date") and shall end on 12/31/2020. 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 Waterbody/Watershed Nitrogen Nonpoint Source Study Implementation: Phase 3: University of New Hampshire BMPs to Reduce Nitrogen.

- 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: NHDES
 29 Hazen Drive
 Concord, NH 03302
 Phone: (603) 271-2969

Campus Project Administrator

Name: Cheryl Moore
 Address: University of New Hampshire
 51 College Road
 Service Building
 Durham, NH 03824
 Phone: (603) 862-1992

- 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: NHDES
 222 International Drive
 Portsmouth, NH 03801

Campus Project Director

Name: James Houle
 Address: University of New Hampshire
 Stormwater Center
 35 Colovos Road
 Durham, NH 03824

Phone: (603) 559-0032

Phone: (603) 862-6706

F. Total State funds in the amount of \$75,000 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 % (\$50,025) 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. C9-98132418 from the Environmental Protection Agency under CFDA #66.460. 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: Louise G. Griffin

Title: Sr. Director, Research, SPA, Dir. EOS BSC

Signature and Date:

Louise G. Griffin 8/2/18

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

Name: Gordon Landryen

Title: Assistant Attorney General

Signature and Date:

Gordon Landryen 8/2/18

By An Authorized Official of:

Department of Environmental Services

Name: Robert R. Scott

Title: Commissioner

Signature and Date:

Robert R. Scott 9/6/18

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

Name:

Title:

Signature and Date:

EXHIBIT A

- A. **Project Title:** Great Bay Waterbody/Watershed Nitrogen Nonpoint Source Study Implementation: Phase 3: University of New Hampshire BMPs to Reduce Nitrogen
- B. **Project Period:** Upon G&C approval through December 31, 2020
- C. **Objectives:** The improvements in this project will address stormwater quality and quantity, and are based on nitrogen loads from stormwater transport pathways, identified, modeled and reported in the Great Bay Nitrogen Non-Point Source Study (GBNNPSS).

University of New Hampshire (UNH) facilities will partner with the UNH Stormwater Center to implement two to three best management practices (BMPs) that disconnect impervious cover at nitrogen hotspots identified by the Municipal Bioretention Program. The GBNNPSS identified stormwater as a significant source of the nonpoint source nitrogen load (34%) to the Great Bay. Nitrogen from stormwater transport pathways have been identified by GBNNPSS as a significant source of the nonpoint source nitrogen load (34%) to the Great Bay. Phase 3 of this project will focus on management of 12.5 acres of impervious cover. Through the implementation of an innovative subsurface gravel wetland the project will disconnect and treat runoff prior to discharging to receiving waters. Treatment of this impervious cover will lead to the overall annual reduction of 112 pounds of total nitrogen, 16 pounds of total phosphorus, and 7,800 pounds of sediment from the drainage area.

D. Scope of Work:

Objective 1: Develop an approved Site Specific Project Plan (SSPP) for impervious cover and pollutant load reduction calculations.

Measures of Success: An SSPP is developed and approved.

Deliverables: Final, approved SSPP is submitted to NHDES.

Task 1.1 The SSPP is developed and reviewed.

Task 1.2 Final SSPP is approved, signed, and submitted to NHDES.

Objective 2: Implement low impact development (LID) BMPs to treat stormwater runoff and pollution from two to three locations at a university parking lot, and provide construction oversight.

Measures of Success: Successful installation of LID treatments.

Deliverables: LID designs

Task 2.1 Conduct site assessment for LID installations and select final locations.

Task 2.2 Design two to three LID installations.

Task 2.3 Develop a request for bids from contractors to construct LID stormwater improvements. Submit bid documents and solicitation to DES for review and approval. Review bid results and select the contractor to complete the work. Prepare contract documents and send them to DES for review and approval prior to execution. Execute documents to enter into a contract to complete construction.

- Task 2.4 Order materials.
- Task 2.5 Install LID at two to three locations.
- Task 2.6 Provide construction oversight for installations.

Objective 3: Calculate pollutant load and impervious cover reductions for LID installations.
 Measures of Success: Calculations are completed.

Deliverables: A report of pollutant load and impervious cover reductions is submitted to NHDES.

- Task 3.1 Calculate impervious cover and pollutant load reductions for installed BMPs.
- Task 3.2 Prepare report documenting impervious cover and pollutant load reductions and submit report to NHDES.

Objective 4: Document project and installation progress.

Measures of Success: Photo-documentation (pre- and post-construction) and design summaries prepared.

Deliverables: Documentation report with design summaries and photo-documentation.

- Task 4.1 Collect data for report to document project progress including pre- and post-construction photos, design summaries, and other material as needed.
- Task 4.2 Develop report documenting project progress and submit report to NHDES.

Objective 5: Develop Operation and Maintenance (O & M) plans for installed BMPs.

Measures of Success: The O & M plans are developed and delivered to BMP owners (UNH Facilities Services) and NHDES.

Deliverables: Final O & M plan.

- Task 5.1 Develop O & M plans for installed BMPs.
- Task 5.2 Provide O & M plans to BMP owners (UNH Facilities Services) and NHDES.

Objective 6: Complete project administration.

Measures of Success: Project administration tasks are carried out and completed.

Deliverables: Semi-annual reports, final report, payment requests, and match documentation are submitted to NHDES – Watershed Assistance Section.

Task 6.1 Submit electronic semi-annual reports documenting all work performed during the project periods as follows:

- Work completed April 1 – September 30, report is due by October 31
- Work completed October 1 – March 31, report is due by April 30

A Pollutants Controlled Report must be completed and received by NHDES within one month following BMP implementation. In the event that the grantee has not completed a timely submittal of the progress reports, all further payments will be suspended until the overdue reports are submitted, and approved by NHDES.

Task 6.2 Submit Payment Requests, Match Documentation, and Procurement Documentation to NHDES.

Task 6.3 Submit a comprehensive final report to NHDES on or before the project completion date. The final report shall include load reduction estimates, photo-documentation of installed system components when applicable, and comply with the NHDES and U.S.

Task 6.4 Environmental Protection Agency requirements found in the final report guidance document on the NHDES Watershed Assistance Section webpage.
 Conduct project and contract management and coordination.

E. Budget and Invoicing Instructions: Using standard Campus invoices, Campus shall submit requests for payment and documentation of the completion of Tasks as detailed in Attachment A: Scope of Work and Deliverables. Upon receipt and approval by the State Project Director of the Tasks and Deliverables specified within Attachment A and associated invoices, State will issue payment within 30 days to Campus in accordance with the payment schedule as follows:

Upon completion and NHDES approval of Task 1.1	\$500
Upon completion and NHDES approval of Task 1.2	\$500
Upon completion and NHDES approval of Task 2.1	\$11,875
Upon completion and NHDES approval of Task 2.2	\$23,750
Upon completion and NHDES approval of Task 2.3	\$10,500
Upon completion and NHDES approval of Task 2.4	\$5,875
Upon completion and NHDES approval of Tasks 2.5 and 2.6	\$6,000
Upon completion and NHDES approval of Task 3.1	\$1,000
Upon completion and NHDES approval of Task 3.2	\$1,000
Upon completion and NHDES approval of Task 4.1	\$500
Upon completion and NHDES approval of Task 4.2	\$500
Upon completion and NHDES approval of Task 5.1 and 5.2	\$500
Upon completion and NHDES approval of Task 6.1	\$2,000
Upon completion and NHDES approval of Task 6.2	\$3,000
Upon completion and NHDES approval of Task 6.3	\$3,000
Upon completion and NHDES approval of Task 6.4	\$4,500
Total	\$75,000

The total reimbursement shall not exceed the grant award of \$75,000.

F. Funding Credit: All materials produced for public distribution shall be reviewed and approved by State Project Director prior to distribution and when appropriate shall include a the NHDES logo and the following citation: "Funding for this project was provided in part by a Watershed Assistance Grant from the NH Department of Environmental Services with Clean Water Act Section 319 fund from the U.S. Environmental Protection Agency".

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 Uniform Guidance issued by the Office of Management and Budget (OMB) in lieu of Circulars listed in paragraph above.

Attachment B: Watershed Assistance and Restoration Grant Ranking

Projects Implementing Watershed Plans											
Organization	Project Name	Amount requested	Reviewer 'A'	Reviewer 'B'	Reviewer 'C'	Reviewer 'D'	Reviewer 'E'	Reviewer 'F'	Reviewer 'G'	Average Score	Rank
The Old Stone Barns Conservation Home Improvement Association	Sweeney Mill Dam Removal Project Phase 2: Construction	\$100,000	84	82	81	80	80	80	80	81.5	1
	Coopers Pond Restoration Plan Implementation IV - (Lake Wood Area)	\$100,000	82	81	78	76	82	80	80	78.1	2
	Little Lake Pond - Dam Removal and Stream Restoration Project	\$15,000	76	69	64	71	80	71	86	73.4	3
Green Mountain Conservation Society	Coveage Lake Watershed Management Plan Phase 3: A Watershed Plan for the Bearcamp River Watershed	\$50,000	76	72	73	74	81	69	69	72.2	4
UNH Watershed Center Staffed Regional Planning Commission	Great Bay Watershed/Watershed Program Non-Point Source Study Implementation, Phase 3: University of New Hampshire BAs to Reduce Nitrogen	\$70,000	70	69	70	65	70	74	50	70.1	5
	Implementation, Phase 4: Permissible Reactive Barrier Installations Project	\$50,000	76	70	74	61	62	72	47	70.0	6
Trust of Wolfboro	Lake Wentworth Crescent Lake WAP Implementation Phase 3: Route 109 Roadside and Camp Democratic Shovelie BAs's	\$50,000	77	70	70	58	74	66	75	73.6	Selected for 2017*
Messier Pond Protective Association	Messier Pond Watershed-Based Implementation Plan - Phase 1: Camp Road BAs's	\$10,000	75	68	64	66	60	75	74	71.7	Selected for 2017*
Prosser Lake Protective Association	Prosser Lake Watershed Plan Implementation, Phase II	\$75,000	69	71	65	66	62	81	50	69.9	Not selected
Spofford Lake Protective Association	Spofford Lake Watershed Management Development and Implementation, Development BAs's	\$50,000	71	77	74	58	61	75	46	69.3	Not selected
Southwest Region Planning Commission	Lake Warren Watershed Implementation Project, Phase 2	\$100,000	77	61	65	63	63	63	44	66.1	Not selected

Projects Developing Watershed Plans											
Organization	Project Name	Amount requested	Reviewer 'A'	Reviewer 'B'	Reviewer 'C'	Reviewer 'D'	Reviewer 'E'	Reviewer 'F'	Reviewer 'G'	Average Score	Rank
Winn Lake Association	Winn Lake Watershed Management Plan Phases 3 and 4: Additional Watershed Planning and Implementation of BAs's	\$70,000	80	83	83	78	81	82	74	82.9	Selected for 2017*
Orong Lake Association	Orong Lake Watershed Management Plan Development	\$20,000	65	86	80	67	81	82	64	79.6	Selected for 2017*
Lake Winnepesaukee Association	Mudrun Brook Lake Watershed Plan Development	\$60,000	70	84	79	70	82	64	70	78.6	Selected for 2017*
Lake Umbagog Planning Commission	Umbagog Watershed Plan Phase 7: Watershed Plan Watershed Planning Project	\$10,000	72	63	73	62	80	60	60	74.4	Selected for 2017*
Squam Lake Association	Squam Lake Watershed Plan Development - Phase 1	\$50,000	61	74	62	62	73	70	72	73.7	Selected for 2017*
Lake Umbagog Protective Association	Umbagog Watershed Management Plan Development, 2017	\$50,000	67	81	60	66	70	62	73	74.3	Selected for 2017*
Upper Merrimack Watershed Association	Upper Merrimack Watershed Restoration and Management Plan	\$40,000	60	74	67	59	60	61	61	72.7	Selected for 2017*
Jennett Pond Shore Landers Association	Jennett Pond Watershed Development Plan	\$20,000	72	61	73	55	71	61	67	69.3	Not selected
UNH Watershed Center	Herbert Hill Spot Mapping for New Hampshire Coastal Communities Identifying Critical Area for Nonpoint Source Management	\$75,000	66	69	50	60	75	60	45	69.9	Not selected
Trust of Wolfboro	Merrill Brook Watershed Based Planning for Water Quality and Climate Resiliency	\$100,000	58	70	67	66	63	64	63	69.0	Not selected

* Funding for planning projects was available in 2017 and development of watershed-based plan projects were awarded priority. Watershed-based projects with a 20 percent or greater amount requested more than \$10,000 will be funded in FFY2018 pending available funding. Partial funding for construction projects is not allowed.

Review Team Members

Name	Qualifications
Steve Landry	10 years experience, Watershed Assistance Section Supervisor, project management, Merrimack watershed and local community expertise
Jeff Mattawa	15 years experience, Watershed Coordinator, project management, local and regional expertise
Debrah McMillan	10 years Watershed Assistance Outreach Coordinator, outreach and education and stakeholder expertise
Lolly Goble	20 years experience, Coastal Watershed Coordinator, project management, Coastal watershed expertise
Wendy Vossler	10 years experience, Grants Specialist, budgeting, planning project management expertise
Rita Doh	7 years experience, Watershed Assistance Specialist, outreach and education expertise, local and regional expertise
Paul Thompson	20 years experience, Watershed planning expertise, BAs, public and stakeholder expertise, project management expertise, local and regional expertise, environmental expertise, local and regional expertise