



State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES
OFFICE of the COMMISSIONER

6 Hazen Drive, P.O. Box 95, Concord, NH 03302-0095

603-271-3503

FAX 603-271-2867

ROBERT W. VARNEY
COMMISSIONER

GEORGE A. MOLLINEAUX, P.E.
ASSISTANT COMMISSIONER

April 20, 1990

William Nuzzo, Chief
Office of Water Program Coordination
U.S. Environmental Protection Agency
JFK Federal Building
Boston, MA 02203-2211

Dear Mr. Nuzzo:

Enclosed is the original signed copy of grant agreement C9001219-90-0 dated March 28, 1990. This agreement awards \$97,746 in federal funds to support the Nonpoint Source Pollution Program Implementation activities described in the 319(h) work plan.

Sincerely,

Kenneth R. Morrissey
Kenneth R. Morrissey
Business Administrator

KRM:pa/4099W

Enclosure

CC: Richard Flanders, NH DES
E. Ann Poole, NH DES
Grant File

RECEIVED - EPA

APR 30 1990

WATER MANAGEMENT DIVISION

4/30/90 Copy to GAMS

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Bill Nuzzo

APR 9 4 1990

Robert W. Varney, Commissioner
Department of Environmental Services
6 Hazen Drive, P.O. Box 95
Concord, New Hampshire 03301

Dear Commissioner Varney:

I am pleased to inform you that I am approving an initial FY-90 Section 319(h) Nonpoint Source Management Program Implementation grant of \$97,746 to the New Hampshire Department of Environmental Services. This award represents a portion of the FY-90 Section 319(h) funds reserved for New Hampshire for Nonpoint Source Implementation. These funds shall be used to support the implementation activities described in your Section 319(h) program plan and grant application dated February 14, 1990.

This is a conditional award of financial assistance in accordance with 40 CFR 35.141(b). The special conditions section of this Agreement highlights the activities required to satisfy the terms of this agreement. The award of additional Section 319(h) funds will be contingent upon EPA approval of the final work plan and budgets and compliance with the attached special conditions.

These funds are awarded in accordance with the EPA Performance Based Assistance Policy. The mechanisms EPA and the State will utilize to effectively manage these funds are detailed in the special conditions.

Please sign the enclosed grant agreement and return it to William Nuzzo, Chief, Office of Water Program Coordination, for processing.

Sincerely,

Julie Belaga
Regional Administrator

Enclosures

cc: C. Simmers
R. Flanders

CONCURRENCES

| | | | | | | | | |
|---------|---------|---------|---------|--|--|--|--|--|
| SYMBOL | PGI | WMA | | | | | | |
| SURNAME | McHugh | WMA | | | | | | |
| DATE | 3/26/90 | 3/26/90 | 3/28/90 | | | | | |

| | | | | | | | | |
|--|--|--|---|----------------------------|--|------------------------------|-----------------------|--|
| U.S. ENVIRONMENTAL PROTECTION AGENCY EPA ASSISTANCE AGREEMENT / AMENDMENT PART I - ASSISTANCE NOTIFICATION INFORMATION | | | | | 1. ASSISTANCE ID NO. C9001219-90-0 | 2. LOG NUMBER 01-C9-006 | | |
| | | | | | 3. DATE OF AWARD 03/28/90 | 4. MAILING DATE 04/04/90 | | |
| 5. AGREEMENT TYPE <input type="checkbox"/> Cooperative Agreement <input checked="" type="checkbox"/> Grant Agreement <input type="checkbox"/> Assistance Amendment | | 6. PAYMENT METHOD <input type="checkbox"/> Advance <input type="checkbox"/> Reimbursement <input checked="" type="checkbox"/> Letter of Credit <u>68-13-0108</u> | | | | | | |
| | | Send Payment Request to: FINANCE SECTION, REGION I | | | 7. TYPE OF ACTION NEW | | | |
| | | | | | | | | |
| RECIPIENT 8. RECIPIENT NEW HAMPSHIRE D.E.S. P.O. BOX 95, HAZEN DRIVE CONCORD, NH 033020095 | | 9. PAYEE NEW HAMPSHIRE D.E.S. P.O. BOX 95, HAZEN DRIVE CONCORD, NH 033020095 | | | | | | |
| | | | | | | | | |
| ORGANIZATION <i>Note: Set 3/2/92</i> <i>The application, not workplan, is dated 2/15/90.</i> <i>The workplan is dated 3/7/90.</i> | | 10. RECIPIENT TYPE STATE | | | | | | |
| | | 12. CONSULTANT (WWT Construction Grants Only) N/A | | | | | | |
| | | 14. EPA PROJECT / STATE OFFICER AND TELEPHONE NO. W. BECKWITH, PROJECT OFFICER JFK FEDERAL BUILDING BOSTON, MA 02203 (617) 565-3539 JANET BARTLETT, GRANTS SPECIALIST (617) 565-3840 | | | | | | |
| | | 17. SCIENCE FIELD NA | | | | | | |
| | | 18. PROJECT STEP (WWT Construction Grants Only) N/A | | | | | | |
| 19. CLASSIFICATION Non-point Implementation | | 21. STEP 2 + 3 & STEP 3 (WWT Construction Grants Only) | | | | | | |
| | | a. Treatment Level b. Project Type <u>N/A</u> c. Treatment Process d. Sludge Design | | | | | | |
| 22. PROJECT ACTIVITIES Source Pollution Program Implementation activities 12/15/90 and 3/7/90. | | | | | | | | |
| 23. PROJECT LOCATION (Areas Impacted by Project) | | | | | | | | |
| City / Place STATEWIDE | | | County STATEWIDE | State NH | Congressional District ALL | | | |
| 24. ASSISTANCE PROGRAM (CFDA Program No. & Title) 66.460: Non-point Implementation | | | 25. PROJECT PERIOD 03/01/90 to 09/30/91 | | 26. BUDGET PERIOD 03/01/90 to 09/30/91 | | | |
| 27. COMMUNITY POPULATION (WWT Construction Grants Only) | | | 28. TOTAL BUDGET PERIOD COST <u>246,243</u> | | 29. TOTAL PROJECT PERIOD COST <u>246,243</u> | | | |
| FUNDS | | FORMER AWARD | | THIS ACTION | | AMENDED TOTAL | | |
| 30. EPA Amount This Action | | 0 | | 97,746 | | 97,746 | | |
| 31. EPA In-Kind Amount | | 0 | | 0 | | 0 | | |
| 32. Unexpended Prior Year Balance | | 0 | | 0 | | 0 | | |
| 33. Other Federal Funds | | 0 | | 0 | | 0 | | |
| 34. Recipient Contribution | | 0 | | 98,497 | | 98,497 | | |
| 35. State Contribution | | 0 | | 0 | | 0 | | |
| 36. Local Contribution | | 0 | | 0 | | 0 | | |
| 37. Other Contribution | | 0 | | 0 | | 0 | | |
| 38. Allowable Project Cost | | 0 | | 196,243 | | 196,243 | | |
| 39. FISCAL | | Program Element 01) BSPB2D | FY 90 | Appropriation 680/10108 | Doc. Control No. VW0004 | Account Number OBSP01V004 | Object Class 41.17 | Obligation / Deobligation <u>97,746</u> |

PART II - APPROVED BUDGET

ASSISTANCE IDENTIFICATION: C9001219-90-0

Page 2 of 6

TABLE A - OBJECT CLASS CATEGORY
(Non-construction)

| | TOTAL APPROVED ALLOWABLE BUDGET PERIOD COST |
|--|--|
| 1. PERSONNEL | 158,190 |
| 2. FRINGE BENEFITS | 37,719 |
| 3. TRAVEL | 2,744 |
| 4. EQUIPMENT | 3,175 |
| 5. SUPPLIES | 6,739 |
| 6. CONTRACTUAL | 30,000 |
| 7. CONSTRUCTION | 3,458 |
| 8. OTHER | 148 |
| 9. TOTAL DIRECT CHARGES | 242,173 |
| 10. INDIRECT COSTS: RATE 0.0 BASE 0 | 4,070 |
| 11. TOTAL (Share: Recipient 40.0% Federal 60.0 %.) | 246,243 |
| 12. TOTAL APPROVED ASSISTANCE AMOUNT | 97,746 |

TABLE B - PROGRAM ELEMENT CLASSIFICATION
(Non-construction)

| | |
|--|---------|
| 1. NONPOINT SOURCE IMPLEMENTATION | 246,243 |
| 2. | 0 |
| 3. | 0 |
| 4. | 0 |
| 5. | 0 |
| 6. | 0 |
| 7. | 0 |
| 8. | 0 |
| 9. | 0 |
| 10. | 0 |
| 11. | 0 |
| 12. TOTAL (Share: Recipient 40.0% Federal 60.0 %.) | 246,243 |
| 13. TOTAL APPROVED ASSISTANCE AMOUNT | 97,746 |

TABLE C - PROGRAM ELEMENT CLASSIFICATION
(Construction)

| | |
|--|--|
| 1. ADMINISTRATION EXPENSE | |
| 2. PRELIMINARY EXPENSE | |
| 3. LAND STRUCTURES, RIGHT-OF-WAY | |
| 4. ARCHITECTURAL ENGINEERING BASIC FEES | |
| 5. OTHER ARCHITECTURAL ENGINEERING FEES | |
| 6. PROJECT INSPECTION FEES | |
| 7. LAND DEVELOPMENT | |
| 8. RELOCATION EXPENSE | |
| 9. RELOCATION PAYMENTS TO INDIVIDUALS AND BUSINESS | |
| 10. DEMOLITION AND REMOVAL | |
| 11. CONSTRUCTION AND PROJECT IMPROVEMENT | |
| 12. EQUIPMENT | |
| 13. MISCELLANEOUS | |
| 14. TOTAL (Lines 1 thru 13) | |
| 15. ESTIMATED INCOME (if applicable) | |
| 16. NET PROJECT AMOUNT (Line 14 minus 15) | |
| 17. LESS: INELIGIBLE EXCLUSIONS | |
| 18. ADD: CONTINGENCIES | |
| 19. TOTAL (Share: Recipient ____% Federal ____%) | |
| 20. TOTAL APPROVED ASSISTANCE AMOUNT | |

a. GENERAL CONDITION

The recipient covenants and agrees that it will expeditiously initiate and timely complete the project work for which assistance has been awarded under this agreement, in accordance with all applicable provisions of 40 CFR Chapter I, Subchapter B. The recipient warrants, represents, and agrees that it, and all its contractors, employees and representatives, will comply with: (1) all applicable provisions of 40 CFR Chapter I, Subchapter B, INCLUDING BUT NOT LIMITED TO the provisions of 40 CFR part 31, and (2) any assistance amendment pursuant to 40 CFR 30.309(b).

b. SPECIAL CONDITIONS

1. The grantee agrees to the following conditions in accepting the letter of credit method of financing.
 - a. Cash drawdown will be made only as actually needed for grantee's disbursements;
 - b. Grantee will provide timely reporting of cash disbursements and balances as required by the EPA letter of credit users manual; and
 - c. Grantee will impose the same standards of timing and reporting on secondary recipients, if any.

Failure on the part of the grantee to comply with the above conditions may cause the unobligated portions of the letter of credit to be revoked and the financing method to be changed to a reimbursable basis.

2. The grantee must conduct a public participation program which meets the requirement of 40 CFR Part 25.
3. The recipient agrees to submit to the award official a completed Standard Form 334 within 30 days after the end of each federal fiscal quarter during which the recipient or its contractors award a subagreement to minority and women's businesses.
4. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, all grantees receiving federal funds, including but not limited to state and local governments, shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, and (2) the dollar amount of federal funds for the project or program.
5. The amount of this grant budgeted for Indirect Costs may be subject to revision, pending receipt of an approved fixed indirect cost rate for the current grant period.
6. EPA will utilize the Water Management Division (WMD) Overview Policy and Performance Based Assistance Evaluation Plan as the basis for monitoring and evaluating the performance of this assistance agreement. The policy dated January 1986 is included by reference to this agreement. The Evaluation Plan will include at a minimum: (1) at least one on-site annual evaluation by EPA; (2) annual review meeting with the WMD Director; and (3) quarterly status reports required of grantee.

7. The Quality Assurance Project Plan has been recently submitted. Any additional information required by the Quality Assurance Officer as a result of EPA's review of this plan should be submitted within thirty days of receipt by the applicant of a letter outlining the needed information.

8. This award of financial assistance is conditioned upon the final EPA approval of the work plan within 30 days. If final agreement on the work plan cannot be reached, the Regional Administrator may reduce the assistance amount or make any other changes necessary for approval.

9. This assistance award includes funding from the following sources:

FY-90 319(h) - \$97,746

10. This award of funds is to support nonpoint source management program implementation activities only. These funds should be used to support project identified in the approved NPS Management Program.

11. In accordance with Section 319(h)(6) of the Clean Water Act, the grantee commits to expend the funds awarded in this grant and to complete the funded project in accordance with the work plan included in its grant application and incorporated into this agreement by reference. In particular, the grantee will (1) award all proposed contracts and intergovernmental agreements within one year after grant award, and (2) submit within three months after grant award, a certification that it will incur other costs in accordance with the work plan approved with this grant and demonstration that the necessary grant funds have been reserved for such other costs.

12. State expenditures for NPS implementation activities must meet the approved Maintenance of Effort (MOE) level. A state match of 40% for surface water implementation activities is also required. The state should assure that the MOE and match requirements have been satisfied and report this through the final Financial Status Report (FSR) at the end of the budget period.

13. Pursuant to Section 319(h)(12), administrative costs for services provided and charged against activities and programs carried out with this grant shall not exceed 10% of the grant award, except that state costs for approved Nonpoint Source Implementation activities are not subject to this limitation.

14. An interim FSR is required for the 319 grant on September 30, 1990. A final FSR is due within 90 days of the end of the budget period for this award.

15. The recipient agrees to provide EPA with data regarding performance of tasks outlined in this grant agreement and related matters. The state will submit a status report each quarter to the EPA Project Officer. This status report will include a progress summary, justification for any outputs not submitted in accordance with agreed to schedules, and a discussion of anticipated program problems in the upcoming quarter.

The initial report will be provided to EPA on September 1, 1990, and contain the following information:

- a. Watershed Projects. The following information regarding each watershed project is to be included in the initial report: (a) project purposes (including the primary water resource to be protected, e.g., groundwater, estuary, near coastal water, wetlands, lake or flowing fresh water), (b) total project cost, (c) planned project completion date, (d) total number of outputs and milestones for the project, (e) cumulative project expenditures as of the end of the reporting period, (f) number of planned outputs and milestones for the reporting period, (g) number of outputs and milestones for each project actually accomplished during the reporting period, and (h) the measures to be used to evaluate environmental results or progress (including, wherever possible, environmental monitoring before, during and after the project). Periodic reports subsequent to September 1, 1990, should contain responses to items (e), (f), and (g) only.
 - b. Statewide and Regional Programs. For programs which are statewide or regional (multi-county) and which are functional in nature (e.g., regulatory, educational, technical assistance, etc.), the following information is to be included in the initial report: (a) purpose(s) and cost of each program, (b) planned completion date, (c) total number of program outputs and milestones, (d) number of program outputs and milestones for the reporting period, (e) number of outputs and milestones actually accomplished in each program for the reporting period, and (f) cumulative project expenditures (at the end of the reporting period). Reports subsequent to September 1, 1990, should contain responses to items (d), (e), and (f) only.
16. The recipient agrees to provide additional budget detail on this award to EPA within 30 days of this award action. The budget information provided will be sufficient to allow EPA to assess allowability and reasonableness of proposed costs in accordance with OMB Circular A-87.
 17. The recipient agrees to provide the revised work plan and budget information for the total program within 30 days of this award. The award of additional Section 319(h) funds will be contingent upon EPA approval of the final work plan and budgets.
 18. This initial Section 319(h) award of \$97,746 can be utilized to initiate activities on the projects described in the March 7, 1990 workplan with the exception of the "Lower Merrimack Basin Initiative Project".
 19. The State shall in a timely manner inform the EPA project officer of the status and outcome of important milestones leading to the project completion (e.g., hiring of staff or personal service contractors, dates for hearings, outcome of hearings, etc.). Where applicable, draft and final documents shall be submitted to the project officer.

SPECIAL CONDITIONS (continued)

PART IV

NOTE: The Agreement must be completed in duplicate and the Original returned to the Grants Administration Division for Headquarters awards and to the appropriate Grants Administration Office for State and local awards within 3 calendar weeks after receipt or within any extension of time as may be granted by EPA.

Receipt of a written refusal or failure to return the properly executed document within the prescribed time, may result in the withdrawal of the offer by the Agency. Any change to the Agreement by the recipient subsequent to the document being signed by the EPA Award Official, which the Award Official determines to materially alter the Agreement, shall void the Agreement.

OFFER AND ACCEPTANCE

The United States of America, acting by and through the U.S. Environmental Protection Agency (EPA), hereby offers

assistance/amendment to the NEW HAMPSHIRE D.E.S. for 60.0 % of all approved costs
RECIPIENT ORGANIZATION
incurred up to and not exceeding \$ 97,746 for the support of approved budget period effort described
ASSISTANCE AMOUNT
in application (including all application modifications) cited in Item 22 of this Agreement

02/15/90 Nonpoint Source Poll. Prgm. 319(h) Impl., included herein by reference.
DATE AND TITLE

ISSUING OFFICE (Grants Administration Office)**ORGANIZATION / ADDRESS**

PLANNING AND MANAGEMENT DIV.
GRANTS INFO. & MANAGEMENT SEC., PGI-2300
J.F.K. FEDERAL BLDG.
BOSTON, MA 02203

AWARD APPROVAL OFFICE**ORGANIZATION / ADDRESS**

WATER MANAGEMENT DIVISION
US ENVIRONMENTAL PROT. AGENCY,
J.F.K. FEDERAL BUILDING
BOSTON, MA 02203

THE UNITED STATES OF AMERICA BY THE U.S ENVIRONMENTAL PROTECTION AGENCY**SIGNATURE OF AWARD OFFICIAL**
TYPED NAME AND TITLE

DAVID A. FIERRA
DIRECTOR, WATER MGMT. DIVISION

DATE

3/28/90

This agreement is subject to applicable U.S. Environmental Protection Agency statutory provisions and assistance regulations.

In accepting this award or amendment and any payments made pursuant thereto, (1) the undersigned represents that he is duly authorized to act on behalf of the recipient organization, and (2) the recipient agrees (a) that the award is subject to the applicable provisions of 40 CFR Chapter I, Subchapter B and of the provisions of this agreement (Parts I thru IV), and (b) that acceptance of any payments constitutes an agreement by the payee that the amounts, if any found by EPA to have been overpaid will be refunded or credited in full to EPA.

BY AND ON BEHALF OF THE DESIGNATED RECIPIENT ORGANIZATION**SIGNATURE**
TYPED NAME AND TITLE

ROBERT W. VARNEY
COMMISSIONER

DATE

4-12-90