



The State of New Hampshire JUN06'18 AM10:10 DAS
DEPARTMENT OF ENVIRONMENTAL SERVICES



Robert R. Scott, Commissioner

May 31, 2018

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

REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services (NHDES) to amend a Cooperative Project Agreement (PO# 102576) with the University of New Hampshire (VC #177867-BO46), Durham, NH, for the I-93 Chloride Mitigation Project, by extending the project completion date to June 30, 2019 from June 30, 2018. The original agreement was approved by the Governor and Council on May 6, 2009, item 72, Amendment 1 was approved on November 9, 2011, item 81, Amendment 2 was approved June 19, 2013, item 168 and amendment 3 was approved October 26, 2016, item 66. No additional funding is requested in this amendment. 80% Federal, 20% Highway funds.

EXPLANATION

This amendment to the agreement is to allow additional time to expend the remaining funds to continue the work on the I-93 Chloride Mitigation Project through June 30, 2019, amend Article C to expand Exhibit A by including the proposal titled, "Salt Accounting Web Application Updates", and changing the UNH Project Administrator and Project Director. The amendment request is necessary because expenditures were less than anticipated due to changes in the focus of the project over the last year. The reprogramming of these funds required multiple meetings and analysis by both UNH and NHDES in order to be finalized. Additionally, programmatic level staff at NHDES responsible for tracking this Agreement changed which resulted in additional time.

Extension of the Agreement will allow for the continued implementation of the successful Green SnowPro Training Program, Online Salt Management System, and planning and hosting of the annual NH Salt Symposium scheduled for Fall 2018. Implementation of this program has resulted in the training and certification of 1,020 commercial salt applicators in salt use reduction strategies, and attracted nearly two hundred attendees, a dozen vendors, and multiple speakers to the annual Salt Symposium. To date \$280,904 has been spent of the original grant award of \$303,992.

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 #4 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 **5/6/11**, item # **72**, amended on **11/9/11** item # **81** and **6/19/13** item #**168** and on **10/26/16** item # **66**, for the Project titled "**I-93 Chloride Mitigation Project**," Campus Project Director, **Charles Goodspeed III**, 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 **6/30/18** with the revised Project End Date of **06/30/19**, and Exhibit A, article B is revised to replace the Project Period of **Upon Governor and Council Approval – 6/30/18** with **Upon Governor and Council Approval – 06/30/19**.
- Article C. is amended to expand Exhibit A by including the proposal titled, "**Salt Accounting Web Application Updates**," dated **05/15/2018**.
- Article D. is amended to change the State Project Administrator to _____ and/or the Campus Project Administrator to **Karen Rooney**.
- Article E. is amended to change the State Project Director to _____ and/or the Campus Project Director to **Dr. Erin Bell**.
- Article F. is amended to add funds in the amount of \$ _____ and will read:

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

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

Federal funds paid to Campus under this Project Agreement as amended are from Grant/Contract/Cooperative Agreement No. _____ from _____ under CFDA# _____. Federal regulations required to be passed through to Campus as part of this Project Agreement, and in

accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached 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.

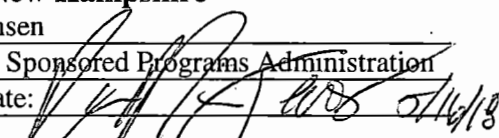
IN WITNESS WHEREOF, the following parties agree to this **Amendment #4** to the Cooperative Project Agreement.

By An Authorized Official of:

University of New Hampshire

Name: Karen Jensen

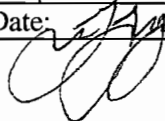
Title: Manager, Sponsored Programs Administration

Signature and Date:  5/16/18

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

Name: Gordon Landryger

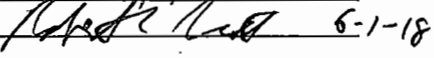
Title: Attorney

Signature and Date:  6/5/18

By An Authorized Official of:

Name: Robert R. Scott

Title: Commissioner, NH DES

Signature and Date:  6-1-18

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

Name:

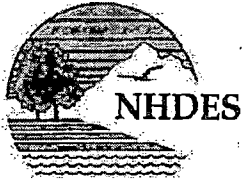
Title:

Signature and Date: _____

EXHIBIT A

- A. **Project Title:**
- B. **Project Period:** Upon Governor and Council Approval - 06/30/2019
- C. **Objectives:**
- D. **Scope of Work:** Clarified to include Salt Accounting Web Application Updates - to re-platform the application to utilize a modern technology stack and become more flexible in reporting and include mobile-friendly interface.
- E. **Deliverables Schedule:**
- F. **Budget and Invoicing Instructions:** Campus shall submit requests for payment for this task, task total \$23,088. This work represents a modest revision to the initial line item budget, including a decrease to the UNH Personnel budget category and an increase to Consultants Budget Category. No additional funding is requested.

**Attachment A:
Original Agreement, and Amendments**



The State of New Hampshire
Department of Environmental Services

Thomas S. Burack, Commissioner

Patrick Woodbury



August 22, 2016

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

APPROVED G & C

DATE 10/26/16

ITEM # 62

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to **retroactively** amend a Cooperative Project Agreement (PO# 102576) with the University of New Hampshire (VC #177867-BO46), Durham, NH, for the I-93 Chloride Mitigation Project, by extending the project completion date to June 30, 2018 from June 30, 2016. The original agreement was approved by the Governor and Council on May 6, 2009, item 72, and Amendment 1 was approved on November 9, 2011, item 81 and Amendment 2 was approved June 19, 2013, item 168. No additional funding is requested in this amendment. 80% Federal, 20% Highway funds.

EXPLANATION

This agreement expired on June 30, 2016. DES is requesting approval of this **retroactive** amendment to the agreement to allow additional time to expend the remaining funds to continue the work on the I-93 Chloride Mitigation Project through June 30, 2018. The amendment request is necessary because expenditures were less than anticipated due to changes in the focus of the project over the last year. The reprogramming of these funds required multiple meeting and analysis by both UNH and NHDES in order to be finalized. Additionally, programmatic level staff at DES responsible for tracking this Agreement changed which resulted in confusion over the status of the project. Finally, before the Agreement with UNH could be extended, NHDES was required to wait for underlying granting agency (Federal Highway Administration) to approve the extension.

Extension of the Agreement will allow for the continued implementation of the successful Green SnowPro Training Program, Online Salt Management System, and planning and hosting of the annual NH Salt Symposium scheduled for fall 2016. Implementation of this program has resulted in the training and certification of 649 commercial salt applicators in salt use reduction strategies and attracted more than one hundred attendees, a dozen vendors, and multiple speakers to the annual Salt Symposium.

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

Thomas S. Burack, Commissioner

www.des.nh.gov

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

AMENDMENT #3 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 5/6/11, item # 72, amended on 11/9/11 item #81 and 6/19/13 item #168, for the Project titled "I-93 Chloride Mitigation Project," Campus Project Director, Charles Goodspeed III, 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 6/30/16 with the revised Project End Date of 6/30/18, and Exhibit A, article B is revised to replace the Project Period of Upon Governor and Council Approval – 6/30/16 with Upon Governor and Council Approval – 6/30/18.
- Article C. is amended to expand Exhibit A by including the proposal titled, " _____," dated _____.
- Article D. is amended to change the State Project Administrator to _____ and/or the Campus Project Administrator to _____.
- Article E. is amended to change the State Project Director to _____ and/or the Campus Project Director to _____.
- Article F. is amended to add funds in the amount of \$ _____ and will read:
Total State funds in the amount of \$ _____ have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.
- Article F. is amended to change the cost share requirement and will read:
Campus will cost-share _____ % of total costs during the amended term of this Project Agreement.
- Article F. is amended to change the source of Federal funds paid to Campus and will read:
Federal funds paid to Campus under this Project Agreement as amended are from Grant/Contract/Cooperative Agreement No. _____ from _____ under CFDA# _____. Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New

Hampshire and the University System of New Hampshire dated November 13, 2002, are attached 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 #3** to the Cooperative Project Agreement.

By An Authorized Official of:

University of New Hampshire

Name: Karen Jensen

Title: Manager, Sponsored Programs Administration

Signature and Date:  6/27/16

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

Name: Christopher G. Astin

Title: Assistant Attorney General

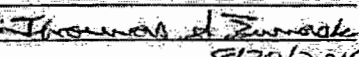
Signature and Date:  9/22/16

By An Authorized Official of:

Department of Environmental Services

Name: Thomas S. Burack

Title: Commissioner

Signature and Date:  8/30/2016

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

Name:

Title:

Signature and Date:

EXHIBIT A

A. Project Title:

B. Project Period: Upon Governor and Council Approval through June 30, 2018

C. Objectives:

D. Scope of Work:

E. Deliverables Schedule:



The State of New Hampshire

DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

May 15, 2013

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

APPROVED G & C

DATE 6/19/13

ITEM # 168

WD-WMB-05-2013-09
I-93-M-09-01

REQUESTED ACTION

Authorize the Department of Environmental Services to amend a Cooperative Project Agreement (PO# 102576) with the University of New Hampshire (VC #177867-BO46), Durham, NH, for the I-93 Chloride Mitigation Project, by extending the project completion date to June 30, 2016 from June 30, 2013, increasing the contract amount by \$17,000 from \$286,992 to \$303,992 and revising the scope of services to include new tasks and payments, effective upon Governor and Council approval. The original agreement was approved by the Governor and Council on May 6, 2009, item 72, and Amendment I was approved on November 9, 2011, item 81. 80% Federal, 20% Highway funds.

Funding is available in account as follows:

03-44-44-442010-1522-102-500731
Dept. Environmental Services, I-93 Chloride TMDLs, Contracts for Program Services

FY 2013

\$17,000

EXPLANATION

This agreement is due to expire on June 30, 2013. We are requesting approval of this amendment to the agreement in order to provide the University of New Hampshire additional time and funding to complete supplemental tasks to the agreed upon scope of services. A copy of the original agreement and first amendment are included as Attachment A.

The Department of Environmental Services (DES) and the Department of Transportation (DOT) are working cooperatively to address chloride loading in four impaired watersheds in the southern Interstate 93 corridor between Salem and Manchester. DES and DOT developed a Memorandum of Agreement (approved by G&C on June 21, 2006, Item 86, amended by G&C on May 6, 2009, Item 65) outlining the roles and responsibilities for completing water quality studies to determine the total maximum daily load (TMDL) of chlorides for the affected water bodies and for implementing salt reduction programs. The TMDL for a water body is the maximum chloride load that the water body can assimilate without violating water quality standards.

After successfully establishing the salt certification and training program, the salt accounting system, and the initial round of municipal salt reduction plans, the I-93 Salt Reduction Steering Committee

Her Excellency, Governor Margaret Wood Hassan
and The Honorable Council

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would like to extend the agreement with the UNH Technology Transfer Center and increase the total price of the Agreement by \$17,000 to expand training opportunities for salt applicators, increase use of the salt accounting system, and work with the four corridor municipalities through two additional rounds of federal funding for municipal salt reduction efforts. To date, \$179,724 of the original agreement has been spent. The amended agreement will run through the expiration date of the existing Memorandum of Agreement between DOT and DES (June 30, 2016).

In the event that federal or highway 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

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 5/6/11, item # 72, and amended on 11/09/11, item #81, for the Project titled "I-93 Chloride Mitigation Project," Campus Project Director, Charles Goodspeed III, 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 6/30/13 with the revised Project End Date of 6/30/16, and Exhibit A, article B is revised to replace the Project Period of Upon Governor and Council Approval – 06/30/13 with Upon Governor and Council Approval – 06/30/16.
- Article C. is amended to expand Exhibit A by including the proposal titled, "Technology Transfer Center Salt Reduction Cooperative Project Agreement," dated 04/15/13.
- 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 add funds in the amount of \$17,000 and will read:

Total State funds in the amount of \$303,992 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 (or) Agreement for Cooperative Pro. 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 #1 to the Cooperative Project Agreement.

By An Authorized Official of:
University of New Hampshire

Name: Karen Jensen

Title: Manager of Research Administration

Signature and Date: *[Signature]* 5/14/13

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

Name: *[Signature]*

Title: *[Signature]*

Signature and Date: *[Signature]* 5-23-13

By An Authorized Official of:

NH Department of Environmental Services

Name: Thomas S. Burack

Title: Commissioner

Signature and Date: *[Signature]* 5/22/2013

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

Name:

Title:

Signature and Date:

EXHIBIT A

- A. Project Title:** I-93 Chloride Mitigation
- B. Project Period:** Upon Governor and Council Approval through June 30, 2016
- C. Objectives:** This contract was originally executed in in May of 2009. To date T2 has have completed the all of the tasks originally scoped with the exception of those tasks which are ongoing (training, salt accounting, and development of salt management plans). Through the course of this agreement all involved municipalities have become actively involved in salt reduction including passing salt reduction resolutions, adopting salt reduction plans, and procuring equipment to reduce salt usage in their communities. Additionally sector allocations have been completed, a salt reduction system developed, and a salt reduction training program developed, marketed and deployed with nearly 300 individuals trained to date.

As the project has evolved the originally conceived tasks have become outdated and new needs and roles for T2 have evolved and become apparent. To that end we are requesting that the scope of services be updated to reflect the revised work items as shown in the attached scope of services and that the term of the contract be extended through June 30, 2016.

- D. Scope of Work:** Revised as follows to 5 below tasks. The following tasks totals are based on the projected available balance as of June 30, 2013. Current expenditure totals will be finalized by July 31, 2013. If the projected unexpended balances changes, a revised section D will be submitted to the State for insertion into this amendment with out the need for an offocially approved amendment. The total project costs will not exceed the amount listed in article F.

- 1. Green Snow Pro Training \$25,000.00
Continue Conducting and marketing of Green Snow Pro training sessions including updating of training materials, development of new demonstrations, and marketing of courses to applicators and landowners.
- 2. Promote Use of Salt Accounting System for towns/privates \$33,422.39
Active marketing of salt accounting system to certified applicators. Improvement of salt account system to accept municipal data and facilitate municipal tracking of private data within each town.
- 3. Private Sector Application Rate Evaluation \$10,000.00
Evaluate private sector usage and compare with PSU application rates with adjustment for weather severity.
- 4. Salt Reduction Plan Development \$12,000.00
Work with municipal officials to track, update, and submit new salt reductions plans
- 5. Regional Salt Reduction Effort Coordination & Feasibility Study \$15,000.00
Work with state, local and private sector officials to determine possible strategies to implement regional solutions for salt reduction including regional brine making.

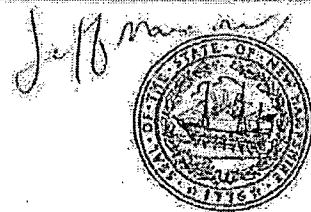
Task 1-5 Subtotal \$95,422.39

Total Project Cost: \$ 303,992.00

- E. Deliverables Schedule:** Deliverables for Tasks 1-2 are ongoing through the remainder of the agreement. For Task 3, the test plan deliverable will be submitted in June 2014 with subsequent trials completed by June 2016. Task 4 deliverables include salt reduction plans for the I-93 corridor towns to be updated in June 2014 and June 2015. Task 5 deliverables will be submitted for Phase I in June 2015 and Phase II in June 2016.
- F. Budget and Invoicing Instructions:** Campus will submit invoices to State on regular Campus invoice forms for tasks 3 - 5 as specified in Section D above. Tasks 1 and 2 will be billed quarterly for the total expenses incurred during the invoicing period, until the specified dollar amounts have been reached. No expense detail will be required. State will pay campus within 30 days of receipt of each invoice and task completion report. Campus will submit its final invoice not later than 75 days after the Project Period end date.



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

October 19, 2011

His Excellency, Governor John H. Lynch
and The Honorable Council
State House
Concord, NH 03301

APPROVED G & C

DATE 11/9/11

ITEM # 81

REQUESTED ACTION

WD - WMC - 10 - 2011 - 05
I93 - M - 09 - 01

Authorize the Department of Environmental Services to amend a Cooperative Project Agreement (PO# 102576) with the University of New Hampshire – Sponsored Programs Administration (VC #177867-B046), Durham, NH, for the I-93 Chloride Mitigation Project, by extending the project completion date to June 30, 2013 from December 31, 2011. The original agreement was approved by the Governor and Council on May 6, 2009, #72, 80% Federal, 20% Highway funds. No additional funding is requested as part of this time extension amendment.

EXPLANATION

This agreement is due to expire on December 31, 2011. We are requesting approval of this amendment to the agreement in order to provide the University of New Hampshire additional time to complete the agreed upon scope of services. A copy of the original agreement is included as Attachment A.

The Department of Environmental Services (DES) and the Department of Transportation (DOT) are working cooperatively to address chloride loading in four impaired watersheds in the southern Interstate 93 corridor between Salem and Manchester. DES and DOT have developed a Memorandum of Agreement (approved by Governor and Council on June 21, 2006, Item 86, amended by Governor and Council on May 6, 2009, Item 65) outlining the roles and responsibilities for completing water quality studies to determine the total maximum daily load (TMDL) of chlorides for the affected water bodies and for implementing salt reduction programs. The TMDL for a water body is the maximum chloride load that the water body can assimilate without violating water quality standards.

The purpose of this Cooperative Project Agreement is to coordinate and fund the University's work in support of the overall I-93 Chloride study. The University will develop best management practices for road salt application and associated training and certification programs for public and private salt applicators. Approximately forty percent of the work has been completed to date. This extension is necessary due to administrative delays in obtaining "notice to proceed" from the Federal Highway Administration at the beginning of the project. To date of the original \$286,992 agreement only \$84,238 has been spent.

In the event that federal or highway 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
Thomas S. Burack, 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 05/06/2011, item # 72, for the Project titled "I-93 Chloride Mitigation Project," Campus Project Director, Charles Goodspeed II, 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 B. is revised to replace the Project End Date of 12/31/2011 with the revised Project End Date of 6/30/2013, and Exhibit A, article B is revised to replace the Project Period of Upon Governor and Council approval - 12/31/2012 with Upon Governor and Council approval - 6/30/2013.

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

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

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

IN WITNESS WHEREOF, the following parties agree to this Amendment #1 to the Cooperative Project Agreement:

By An Authorized Official of:

University of New Hampshire

Name: Karen M. Jensen, Manager

Title: Sponsored Programs Administration

Signature and Date: *[Signature]* 9/29/11

By An Authorized Official of: the New

Hampshire Office of the Attorney General

Name: *[Signature]*

Title: Assistant A.G.

Signature and Date: *[Signature]* 10-27-11

By An Authorized Official of:

NH Dept. of Environmental Services

Name: Thomas S. Burack

Title: Commissioner

Signature and Date: *[Signature]* 10/21/2011

By An Authorized Official of: the New

Hampshire Governor & Executive Council

Name:

Title:

Signature and Date:

KJ
9/29/11