



The State of New Hampshire FEB15'19 PM12:04 DAS  
**Department of Environmental Services**



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**Robert R. Scott, Commissioner**

February 7, 2019

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 award a grant to the University of New Hampshire (UNH), Durham, NH, (VC# 177867 B046) in the amount not to exceed \$1,000,000 for water system improvements under the provisions of RSA 485:F effective upon Governor & Council approval through September 30, 2021. 100% Drinking Water and Groundwater Trust Fund.

Funding is available in the account as follows:

	<u>FY 2019</u>
03-44-44-442010-3904-073-500580	\$1,000,000
Dept Environmental Services, Drinking Water/Groundwater Trust, Grants Non-Federal	

**EXPLANATION**

The Drinking Water and Ground Water Trust Fund was created in 2016, using \$276 million of MtBE trial judgement funds, as authorized by RSA 485-F. The purpose of the Trust Fund is to provide sustainable, long-term funding for the protection, preservation, and enhancement of the drinking water and groundwater resources of the state. The Drinking Water and Groundwater Advisory Commission was established to administer the Trust Fund and to provide guidance to the State on the use of the Trust Fund.

On November 2, 2017, the Advisory Commission voted to authorize ten grants and eleven loans to various communities for drinking water improvement projects. The UNH/Durham Water System Lee Traffic Circle Interconnection project request for \$1,000,000 was selected for grant funding from the Drinking Water and Groundwater Trust Fund (DWGTF). UNH will use the grant funds to pay a source development charge in order to provide water supply capacity from the upgraded UNH Water Treatment Plant for the Lee Traffic Circle water main extension project needed to address MtBE contamination.

This agreement has been approved by the Attorney General's Office as to form, substance and execution.

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 **9/30/21**. 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: DWGT-11 Lee Traffic Circle Water Line Extension**

- 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: Erin Holmes  
 Address: NHDES  
 29 Hazen Drive  
 PO Box 95  
 Concord, NH 03301  
 Phone: 603-271-8321

**Campus Project Administrator**

Name: Dianne Hall  
 Address: University of New Hampshire  
 Sponsored Programs Administration  
 51 College Rd. Rm 116  
 Durham, NH 03824  
 Phone: 603-862-1942

- E. The Following Individuals are designated as Project Directors. These Project Directors shall be responsible for the technical leadership and conduct of the project. All progress reports, completion reports and related correspondence shall be directed to the individuals so designated.

**State Project Director**

Name: Michael Unger  
 Address: NHDES  
 29 Hazen Drive  
 PO Box 95  
 Concord, NH 03301  
 Phone: 603-271-0779

**Campus Project Director**

Name: Matt O'Keefe  
 Address: Director of Energy and Utilities  
 6 Leavitt Lane  
 Durham, NH 03824  
 Phone: 603-862-1276

Campus Authorized Official [Signature]  
 Date 2/16/19

F. Total State funds in the amount of \$1,000,000 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 0 % 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. \_\_\_\_\_ 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 Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

G. Check if applicable

Article(s) \_\_\_\_\_ of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002 is/are hereby amended to read:

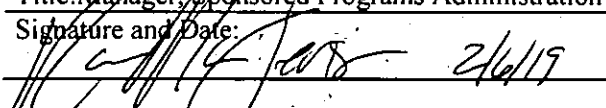
H.  State has chosen **not to take** possession of equipment purchased under this Project Agreement.  
 State has chosen **to take** possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's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

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

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

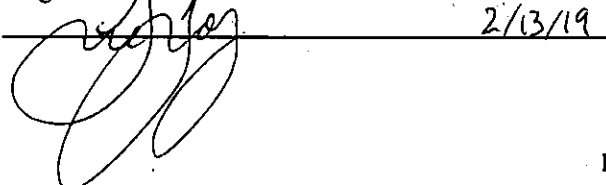
By An Authorized Official of:  
University of New Hampshire

Name: Karen M. Jensen  
Title: Manager, Sponsored Programs Administration  
Signature and Date: \_\_\_\_\_

  
Signature and Date: \_\_\_\_\_ 2/6/19

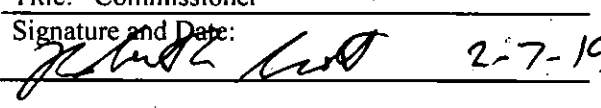
By An Authorized Official of: the New Hampshire Office of the Attorney General

Name: Gordon P. Lauriat  
Title: Assistant Attorney General  
Signature and Date: \_\_\_\_\_

  
Signature and Date: \_\_\_\_\_ 2/13/19

By An Authorized Official of:  
Department of Environmental Services

Name: Robert R. Scott  
Title: Commissioner  
Signature and Date: \_\_\_\_\_

  
Signature and Date: \_\_\_\_\_ 2-7-19

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

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature and Date: \_\_\_\_\_

Signature and Date: \_\_\_\_\_

**EXHIBIT A**

- A. **Project Title:** DWGT-11 Lee Traffic Circle Water Line Extension
- B. **Project Period:** Date of Governor and Executive Council Approval through September 30, 2021
- C. **Objectives:** The objective of this project is to pay a source development charge in order to provide water supply capacity from the upgraded UNH Water Treatment Plant for the Lee Traffic Circle water main extension project needed to address MtBE contamination.
- D. **Scope of Work:** UNH will provide water supply capacity from the upgraded water treatment plant in order to serve the additional users resulting from the Lee Traffic Circle water main extension project that will be outlined in the Intermunicipal Agreement between UNH, the Town of Durham and the Town of Lee.
- E. **Deliverables Schedule:**
  - Task 1) An executed Intermunicipal Agreement between UNH, Durham and Lee in which UNH agrees to provide water service to customers at the Lee Traffic Circle area.
  - Task 2) Certificate of Substantial Completion for the Lee Traffic Circle extension construction project OR upon completion of construction of the 12" Lee Traffic Circle extension to Tax Map 4 Lot 2-101 (25 Concord Road) and system commissioning based on verified flow and bacteria testing.
  - Task 3) Invoices documenting at least \$1,000,000 toward design and construction of the UNH Water Treatment Plant upgrades.
- F. **Budget and Invoicing Instructions:** Using standard Campus invoices Campus shall submit a single request for payment and documentation of the completion of all Tasks as detailed below. The Invoice will be based on actual project expenses incurred during the invoicing period, and shall show cumulative expenses by major cost categories. State shall issue payment to Campus within 30 days of receipt. The billing must be received by the State no more than 30 days after the completion date. The total reimbursement shall not exceed the grant award of \$1,000,000. Payment will be in accordance with the payment schedule as follows:

Upon Completion of Tasks 1-3	\$1,000,000
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