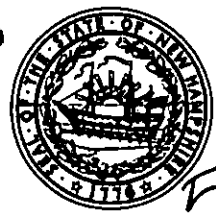




The State of New Hampshire JUN 02 '21 AM 10:08 RCVD  
**Department of Environmental Services**



**Robert R. Scott, Commissioner**

May 21, 2021

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

**REQUESTED ACTION**

Authorize the Department of Environmental Services to amend an agreement (PO #9005392) with the University of New Hampshire, (VC # 315187-B083) for the *Great Bay Pollution Tracking and Accounting Pilot Project (PTAPP) – Phase 3* project by extending the end date from June 30, 2021 to June 30, 2022. The original agreement was approved by the G&C on December 20, 2017, Item #70 and amended on April 17, 2019, item # 98. This is a no-cost time extension only. 100% CWSRF Management Fund.

**EXPLANATION**

NHDES requests this Amendment to provide additional time to complete this project. The Amendment is necessary because federal regulations pertaining to Great Bay were released January 7, 2020 and over the ensuing year, were reviewed at the local, state, and federal levels. On April 1, 2021 municipalities subject to the permit agreed to proceed with an option within the permit to develop an adaptive management approach to implement management actions to achieve reductions in total nitrogen loading to Great Bay. Aspects of work needed to comply with the adaptive management approach, including requirements for municipalities to track and account for pollutant load reductions, directly pertain to PTAPP; however, implementation of activities to assist municipalities in using PTAPP tools for compliance will take longer than the current PTAPP project period. Additional time is requested to ensure that the PTAPP project is able to offer technical assistance and tools to aid in compliance activities related to the permit elements.

Communities in the Great Bay region are required to comply with federal regulations by demonstrating and tracking progress toward attainment of water quality goals. Through phase three of PTAPP, the UNHSC will provide hands-on assistance to help communities enter pollutant tracking data into the PTAPP tracking tool. Modifications to the tracking tool will be made based on input from communities. Additionally, UNHSC will assist communities in using the tracking tool to document progress toward attaining water quality goals and meet regulatory requirements. The online tracking tool allows communities to track activities that increase or decrease nutrient loading to Great Bay such as land use change, stormwater management, septic systems, fertilizer use, and other items. To date \$49,639.81 of the original grant amount of \$89,000 has been spent.

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

We respectfully request your approval of this item.

  
Robert R. Scott, Commissioner

**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 **December 20, 2017**, item # **70** and amended on **April 17, 2019**, item # **98** and amended **May 6, 2020**, item # **121**, for the Project titled "**Great Bay Pollution Tracking and Accounting Pilot Project (PTAPP): Phase 3**," 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 06/30/2021 with the revised Project End Date of 06/30/2022, and Exhibit A, article B is revised to replace the Project Period of **Upon G&C Approval – June 30, 2021** with **Upon G & C Approval – June 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 4/27/21

**By An Authorized Official of:**  
**Department of Environmental Services**  
Name: Robert R. Scott  
Title: Commissioner  
Signature and Date: [Signature] 5/21/21

**By An Authorized Official of:** the New  
Hampshire Office of the Attorney General  
Name: Joshua Harrison

**By An Authorized Official of:** the New  
Hampshire Governor & Executive Council  
Name: \_\_\_\_\_

Title: Assistant Attorney General  
Signature and Date: [Signature] 6/1/2021

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

**EXHIBIT A**

- A. Project Title:
- B. Project Period: Upon G & C Approval – June 30, 2022
- C. Objectives:
- D. Scope of Work:
- E. Deliverables Schedule:
- F. Budget and Invoicing Instructions:

**Attachment A**  
**Copy of Original Agreement and Amendments 1 and 2**



The State of New Hampshire  
Department of Environmental Services



Robert R. Scott, Commissioner

April 15, 2020

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

APPROVED G & C

DATE 16 May 2020

REQUESTED ACTION

ITEM # 121

Authorize the Department of Environmental Services (NHDES) to amend an agreement (PO #9005392) with the University of New Hampshire, (VC # 177867-BO46) for the *Great Bay Pollution Tracking and Accounting Pilot Project (PTAPP) – Phase 3* project by extending the end date from June 30, 2020 to June 30, 2021. The original agreement was approved by the G&C on December 20, 2017, Item #70 and amended on April 17, 2019, item #98. This is a no-cost time extension only.

EXPLANATION

NHDES requests this Amendment to provide additional time to complete the project. This Amendment is necessary because draft federal regulations pertaining to Great Bay were released January 7, 2020 and are currently in review at the local, state, and federal levels. Aspects of these draft regulations, including potential requirements for municipalities to track and account for pollutant load reductions, pertain to PTAPP; however, review of the proposed regulations is likely to take longer than the current PTAPP project period. Additional time is requested to ensure that the PTAPP project aligns with the review process and any relevant outcomes. Please see Attachment A for a copy of the original Grant Agreement.

Communities in the Great Bay region are required to comply with federal regulations, such as the National Pollutant Discharge Elimination System (NPDES), by demonstrating and tracking progress toward attainment of water quality goals. Through this agreement to implement phase three of PTAPP, the University of New Hampshire Stormwater Center (UNHSC) will provide hands-on assistance to help communities enter pollutant tracking data into the PTAPP tracking tool. Modifications to the tracking tool will be made based on input from communities. Additionally, UNHSC will assist communities in using the tracking tool to document progress toward attaining water quality goals and to help meet regulatory reporting requirements under NPDES. The on-line tracking tool allows communities to track activities that either increase or decrease nutrient loading to Great Bay such as land use change, stormwater management efforts, septic systems, fertilizer use, and other items prioritized for tracking during phase one. Phase three will develop mechanisms to quantify pollutant load reductions for tracked items. Municipalities in the region will use PTAPP to satisfy federal regulatory reporting requirements and track progress toward achieving water quality goals.

To date \$29,629.66 of the original grant amount of \$89,000 has been spent. 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, content and execution.

We respectfully request your approval of this item.

  
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 December 20, 2017, item # 70 and amended on April 17, 2019, item # 98, for the Project titled "Great Bay Pollution Tracking and Accounting Pilot Project (PTAPP): Phase 3," 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 06/30/2020 with the revised Project End Date of 06/30/2021, and Exhibit A, article B is revised to replace the Project Period of Upon G&C Approval – June 30, 2020 with Upon G & C Approval – June 30, 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, Pre-Award

Signature and Date: Karen Jensen 3/25/20

By An Authorized Official of:

Department of Environmental Services

Name: Robert R. Scott

Title: Commissioner

Signature and Date: Robert R. Scott 4/8/20

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

Name: Joshua C. Harrison

Title: Assistant Attorney General

Signature and Date: J. C. Harrison 4/15/2020

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 G & C Approval – June 30, 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

March 20, 2019

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

APPROVED G & C  
DATE 4/17/19  
ITEM # 98

REQUESTED ACTION

Authorize the Department of Environmental Services to amend an agreement (PO #9005392) with the University of New Hampshire, (VC # 177867-BO46) for the *Great Bay Pollution Tracking and Accounting Pilot Project (PTAPP) – Phase 3* project by extending the end date from June 30, 2019 to June 30, 2020. The original agreement was approved by the Governor and Council on December 20, 2017, Item #70. 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 necessary because several tasks related to development and review of the database are taking longer than estimated due to unforeseen technical and data acquisition constraints. Please see Attachment A for a copy of the original Grant Agreement.

Communities in the Great Bay region are required to comply with federal regulations, such as the National Pollutant Discharge Elimination System (NPDES), by demonstrating and tracking progress toward attainment of water quality goals. Through this agreement to implement phase three of PTAPP, the University of New Hampshire Stormwater Center (UNHSC) will provide hands-on assistance to help communities enter pollutant tracking data into the PTAPP tracking tool. Modifications to the beta tracking tool will be made based on input from communities. Additionally, UNHSC will assist communities in using the tracking tool to document progress toward attaining local water quality goals and meet regulatory reporting requirements under NPDES. The on-line tracking tool allows communities to track long term trends for activities that either increase or decrease nutrient loading to Great Bay such as land use change, stormwater management efforts, septic systems, fertilizer use, and other items prioritized for tracking during phase one. Phase three will also develop mechanisms to quantify pollutant load reductions for tracked items. Municipalities in the region will be able to use this information to satisfy federal regulatory reporting requirements and track local progress toward achieving water quality goals. To date \$4,721.89 of the original grant amount of \$89,000 has been spent.

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.

Respectfully submitted,

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 December 20, 2017, item #570, for the Project titled "Great Bay Pollution Tracking and Accounting Pilot Project (PTAPP): Phase 3," 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 06/30/2019 with the revised Project End Date of 06/30/2020, and Exhibit A, article B is revised to replace the Project Period of Upon G&C Approval – June 30, 2019 with Upon G & C Approval – June 30, 2020.
- 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: Manager, Sponsored Programs Administration

Signature and Date:  3/25/19

By An Authorized Official of:

Department of Environmental Services

Name: Robert R. Scott

Title: Commissioner

Signature and Date:  3-20-19

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

Name: Gordon P. Lawdriegan

Title: Assistant Attorney General

Signature and Date:  3/22/19

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

Name:

Title:

Signature and Date:

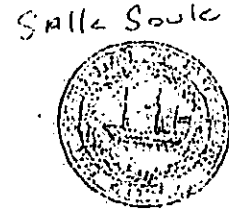
**EXHIBIT A**

- A. Project Title:**
- B. Project Period:** Upon G & C Approval – June 30, 2020
- C. Objectives:**
- D. Scope of Work:**
- E. Deliverables Schedule:**
- F. Budget and Invoicing Instructions:**

**Attachment C**  
**Copy of Original Grant Agreement**



The State of New Hampshire  
DEPARTMENT OF ENVIRONMENTAL SERVICES



Robert R. Scott, Commissioner

November 27, 2017

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

APPROVED G & C  
DATE 12/20/17  
ITEM # 170

REQUESTED ACTION

Authorize the Department of Environmental Services to enter into a **SOLE SOURCE** agreement with the University of New Hampshire, Durham, NH, (VC #177867-B046) in the amount of \$89,000 to complete the *Great Bay Pollution Tracking and Accounting Pilot Project (PTAPP): Phase 3*, effective upon Governor and Council approval through June 30, 2019. 1% Federal Funds, 99% Clean Water State Revolving Fund.

Funding is available in the accounts as follows:

	<u>FY 2018</u>
03-44-44-442010-2035-072-500575	\$1,000
Dept. Environmental Services, NPS Restoration Program, Grants-Federal	
03-44-44-441018-4788-102-500731	\$88,000
Dept. Environmental Services, CWSRF Loan Management, Contracts for Program Services	

EXPLANATION

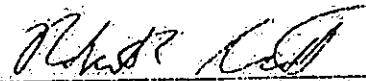
This agreement is **SOLE SOURCE** because the University of New Hampshire Stormwater Center (UNHSC) has served as the lead project manager and facilitator for phases one and two of the PTAPP project and is proposed for phase three in order to provide programmatic consistency and efficiency. In addition, the web tool developed in the previous phases is housed at UNH and further development of that tool is part of phase three. UNHSC is recognized as a national expert on stormwater issues and in particular in the measurement of removal efficiencies of stormwater projects. This expertise is critical to the success of this project. The successful completion of the previous phases are a testament to the capabilities of UNHSC to bring the third phase of this project to fruition.

Communities in the Great Bay region are required to comply with federal regulations, such as the National Pollutant Discharge Elimination System (NPDES), by demonstrating and tracking progress toward attainment of water quality goals. Through this agreement to implement phase three of PTAPP, the UNHSC will provide hands-on assistance to help communities enter pollutant tracking data into the PTAPP tracking tool. Modifications to the beta tracking tool will be made based on input from communities. Additionally, UNHSC will assist communities in using the tracking tool to document progress toward attaining local water quality goals and meet regulatory reporting requirements under

NPDES. The on-line tracking tool allows communities to track long term trends for activities that either increase or decrease nutrient loading to Great Bay such as land use change, stormwater management efforts, septic systems, fertilizer use, and other items prioritized for tracking during phase one. Phase three will also develop mechanisms to quantify pollutant load reductions for tracked items. Municipalities in the region will be able to use this information to satisfy federal regulatory reporting requirements and track local progress toward achieving water quality goals. In the absence of this project, the communities would be required to develop this tool on their own.

The total cost for the project is \$89,000. Through this agreement, the New Hampshire Department of Environmental Services (NHDES) Watershed Assistance Grants Program will contribute \$1,000 in federal funds and the NHDES State Revolving Loan Fund will contribute \$88,000. 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.



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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 06/30/19. 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 Pollution Tracking and Accounting Pilot Project (PTAPP): Phase 3

- 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: Ted Diers  
Address: NH DES  
29 Hazen Dr.  
Concord, NH 03302

Phone: 603-271-3289

Campus Project Administrator

Name: Cheryl Moore  
Address: University of New Hampshire  
Sponsored Programs Administration  
51 College Rd.  
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: NH DES  
222 International Drive, Suite 175  
Portsmouth, NH 03801

Phone: 603-559-0032

Campus Project Director

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

Phone: 603-862-9357

F. Total State funds in the amount of \$89,000 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. 98132417 from US EPA under CFDA# 66.605. 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.

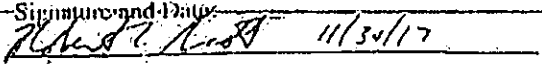
This Project Agreement and the Master Agreement constitute the entire agreement between State and Campus regarding this Cooperative Project, and supersede and replace any previously existing arrangements, oral or written; all changes herein must be made by written amendment and executed for the parties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

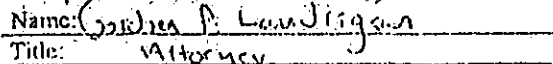
IN WITNESS WHEREOF, the University System of New Hampshire, acting through the University of New Hampshire and the State of New Hampshire, Department of Environmental Services have executed this Project Agreement.

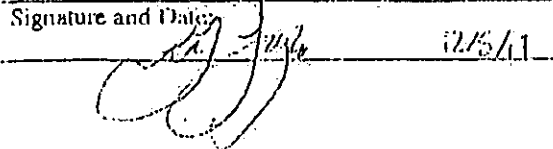
By An Authorized Official of:  
University of New Hampshire  
Name: Karen M. Jensen  
Title: Manager, Sponsored Programs Administration

Signature and Date:  11/25/17

By An Authorized Official of:  
Department of Environmental Services  
Name: Robert R. Scott  
Title: Commissioner

Signature and Date:  11/30/17

By An Authorized Official of: the New  
Hampshire Office of the Attorney General  
Name:  Jonathan P. Lundquist  
Title: Attorney

Signature and Date:  12/5/17

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

Title:  
Signature and Date:

## EXHIBIT A

- A. **Project Title:** Great Bay Pollution Tracking and Accounting Pilot Project (PTAPP): Phase 3
- B. **Project Period:** Upon G&C approval through June 30, 2019
- C. **Objectives:** Tracking and accounting for pollutant loading achieved through various nonpoint source pollution (NPS) control projects and land use changes is challenging; yet communities in the Great Bay region face federal regulatory requirements to track activities related to NPS. Communities in the region agree that regional coordination is needed for compliance with regulatory requirements and to ensure that tracking and accounting methods are consistent across the region.

During phase one of PTAPP, participating communities identified key activities that will need to be tracked in order to comply with federal regulations and reporting requirements. A Tracking Matrix describing activities to be tracked at local and regional scales was developed to guide tracking efforts. During phase two of PTAPP, items in the Tracking Matrix were used to develop an online database for municipal use in tracking NPS including actions that either increase or decrease nutrient loading in the watershed such as changes in land use, NPS management efforts, and other actions such as addition of septic systems or fertilizer use. For Phase 3 of PTAPP, using the online database, tracking efforts will be implemented both locally within select communities and regionally. Additionally, a process for developing and establishing accounting metrics for NPS tracking will be established. Phase 3 will also evaluate long-term sustainability for the PTAPP project.

### D. Scope of Work:

Task 1: Online PTAPP database implementation.

Deliverable: Annual reporting templates and NPS tracking reports and database output.

Description: Working with the UNH Research Computing Center (RCC) the project team will coordinate with 2 – 5 municipalities to implement the online PTAPP tracking database and web interface hosted at UNH. Municipal implementation components include:

- a. Hands on assistance with data entry
- b. Recording problems and modifications with respect to tool design and mechanics
- c. Modifications and enhancements to user types/permissions/user registration
- d. Assistance implementing municipal mechanisms to solicit direct entry of external developer data into the tracking database
- e. Developing annual reporting templates

Task 2: Development of an acceptance and approval mechanism for established accounting metrics.

Deliverable: ~~Documented process for metric development; technical meeting minutes; and BMP~~  
accounting metrics.

Description: UNH and NHDES will work with project partners and EPA Region 1 representatives to link existing accounting metrics to tracked items for local and regional efforts. United States Environmental Protection Agency (USEPA) Region 1 has developed accounting metrics for at least 10 stormwater control measures and a handful of non-structural BMPs (street sweeping, catch basin cleaning, etc). Project partners will work with annual summaries from both local and regional tracking efforts to link them to EPA's accounting and crediting metrics in order to report potential reductions through widespread BMP implementation efforts to control NPS pollution in pilot communities.

Once BMP implementation credits have been established the recommendations must formally enter a

final stage of review. Approval and acceptance for use must be given by both NHDES and EPA and these metrics communicated to partner communities. Currently there is no existing formal process for this last step of credit review. UNHSC will serve as a technical facilitator to formalize this process between EPA, NHDES and any other necessary representatives. Should concerns arise during the credit review; the technical facilitator will be responsible for working through those concerns with all relevant participants. This process may involve vetting proposed changes or additional analysis necessary for approval. The technical facilitator will be responsible for developing and documenting a process that leads to the acceptance and authorization for use of established implementation credits.

Development of accounting metrics will enable municipalities to quantify and report pollutant load reductions for NPS management activities tracked through PTAPP.

**Task 3: Long term PTAPP system sustainability.**  
 Deliverable: PTAPP sustainability plan.

**Description:** A key factor to the long-term success and sustainability of this initiative is the identification and development of a framework for broader implementation beyond pilot communities. To this end a subcommittee will be convened and facilitated by project partners to identify technical and financial resources needed to sustain the PTAPP initiative long-term.

**Task 4: Grant administration.** Project reporting is complete. Complete and submit semi-annual reports as follows: September and April during the grant period. Submit final report and financial documentation by June 30, 2019.

Deliverable: Semi-annual and Final Reports

**E. Deliverables Schedule:** See Scope of Work

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

Budget Items	State Funding	Cost Sharing (if required)	Total
1. Salaries & Wages	42,234.00	0	42,234.00
2. Employee Fringe Benefits	17,696.00	0	17,696.00
3. Travel	0.00	0	0.00
4. Supplies and Services	20,980.00	0	20,980.00
5. Equipment	0.00	0	0.00
6. Facilities & Admin Costs	8,090.00	0	8,090.00
Subtotals	89,000.00	0	89,000.00
In Kind Contribution		0	0.00
<b>Total Project Costs:</b>			<b>89,000.00</b>

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

**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 A  
Budget Estimate**

<b>Budget Item</b>	<b>Grant Amount</b>
Salaries & Wages	\$42,234.00
Employee Fringe Benefits	\$17,696.00
Travel	\$0.00
Supplies and Services	\$20,980.00
Equipment	\$0.00
Facilities and Admin Costs	\$8,090.00
Other	\$0.00
<b>Total Project Cost</b>	<b>\$89,000.00</b>

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