



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner



5F

October 12, 2020

His Excellency, Governor Christopher T. Sununu
 and the Honorable Council

State House
 Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to amend a **SOLE SOURCE** agreement (PO#9005486) with the University of New Hampshire, Durham, NH, (VC #177867-B046) for the *Nutrient Pollution Implementation and Planning for UNH and other Great Bay Watershed Communities* project by extending the end date from December 31, 2020 to December 31, 2021. The original agreement was approved by the Governor and Council on October 3, 2018, Item #76. No additional funding is requested in this amendment.

EXPLANATION

NHDES requests this Amendment to provide additional time for the University of New Hampshire Stormwater Center (UNHSC) to complete the project. This agreement is **SOLE SOURCE** because the UNHSC has served as the lead project manager and facilitator for the Great Bay Pollution Tracking and Accounting Project (PTAPP). The *Nutrient Pollution Implementation and Planning for UNH and other Great Bay Watershed Communities* project develops products for use by PTAPP communities to better enable the municipalities to identify, track, and manage sources of pollution. Additional time is requested because during the course of the project, new technologies and mapping approaches have become available that will greatly improve the utility, effectiveness, and scale of the pollutant hotspot maps and tools developed through this project. Providing additional time to complete the project will enable UNHSC researchers to acquire and incorporate these new technologies and approaches into the mapping effort and project deliverables.

This project will yield tools and information to assist communities in complying with federal regulations, such as the National Pollutant Discharge Elimination System (NPDES) requirements for small municipal separate storm sewer systems (MS4s). Through this agreement, UNHSC is developing pollutant hotspot maps that identify high priority areas for implementation of management actions to reduce nutrient loads from nonpoint pollution sources (NPS) including stormwater. The stormwater planning and optimization tools produced through this project will evaluate the water quality improvement potential of land areas for NPS management based on land use characteristics, pollutant export rates, soil types, proximity to major water bodies, and impervious cover estimates. The maps and tools produced through this project will help communities optimize use of limited implementation funds for maximum cost and pollution reduction benefit.

To date, \$33,000 of the original agreement amount of \$110,000 has been expended for this project. No changes to the original budget are requested in this amendment. In the event that federal funds become no longer available, general funds will not be requested to support this program. The agreement has been approved by the Office of the Attorney General as to form, execution, and content.

We respectfully request your approval.

Robert R. Scott, Commissioner

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**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 5, 2018, item #176 for the Project titled "Nutrient Pollution Implementation and Planning for UNH and other Great Bay Watershed Communities," Campus Project Director, James Houle, is and all subsequent properly approved amendments are hereby modified by mutual consent of both parties for the reason(s) described below:

Purpose of Amendment (Choose all applicable items):

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

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

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

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

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

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

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

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

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

- Article H. is amended such that:

State has chosen **not to take** possession of equipment purchased under this Project Agreement.

State has chosen **to take** possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's end-date. Any expenses incurred by Campus in carrying out State's requested disposition will be fully reimbursed by State.

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

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

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

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

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

By An Authorized Official of:

University of New Hampshire

Name: Karen M. Jensen

Title: Director, Sponsored Programs Administration

Signature and Date: Karen Jensen 10/2/20

By An Authorized Official of:

Department of Environmental Services

Name: Robert R. Scott

Title: Commissioner

Signature and Date: Robert R. Scott 10-21-20

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

Name: Joshua C. Harrison

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

Name: _____

Title: Assistant Attorney General
Signature and Date: [Signature] 10/27/2020

Title: _____
Signature and Date: _____

EXHIBIT A

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

Attachment A
Copy of Original Grant Agreement



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Robert R. Scott, Commissioner

October 30, 2018

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

APPROVED G & C

DATE 12/5/2018
ITEM # 76

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 \$110,000 to complete the *Nutrient Pollution Implementation and Planning for UNH and other Great Bay Watershed Communities* project, effective upon Governor and Council approval through December 31, 2020. 100% Clean Water State Revolving Fund.

Funding is available in the account as follows:
03-44-441018-4788-102-500731

FY 2019
\$110,000

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 the Great Bay Pollution Tracking and Accounting Pilot Project (PTAPP). The *Nutrient Pollution Implementation and Planning for UNH and other Great Bay Watershed Communities* project will develop products for use by PTAPP communities to better enable the municipalities to identify, track, and manage sources of pollution. The UNHSC will continue their leadership role for this project to provide programmatic and technical consistency and efficiency. For the PTAPP project, UNHSC successfully led a work group process to develop an online tracking tool for communities to enter and report pollution tracking data. The products delivered by this project will strengthen PTAPP efforts by enabling communities to 1.) More effectively manage and track nutrient load reductions, and 2.) Meet requirements of federal regulations to reduce nutrient loading into Great Bay.

Communities in the Great Bay region are required to comply with federal regulations, such as the National Pollutant Discharge Elimination System (NPDES) requirements for small municipal separate storm sewer systems (MS4s), by demonstrating and tracking progress toward attainment of water quality goals. Through this agreement, UNHSC will develop pollutant hotspot maps for municipalities in the Great Bay watershed to identify high priority implementation areas to optimized nutrient load reductions from nonpoint pollution sources including stormwater. The stormwater planning and optimization tools produced through this project will weigh water quality improvement potential of land areas based on updated land use characteristics, pollutant export rates, soil types, proximity to major water bodies and impervious cover estimates. The maps will be used to assist communities in prioritizing how to optimize

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use of limited implementation funds within their municipalities for maximum cost and pollution reduction benefit.

Final products will include: creation of a Nitrogen Source Identification Report and template for MS4 compliance, pollutant loading maps for forty-two coastal watershed communities available through the NH Coastal Viewer, development of a Stormwater Pollutant Load Assessment Report and Factsheet for each community (based on hot spot map outputs), and delivery of hands-on training in how to use the information for MS4 and related regulatory compliance regarding nutrient load reduction requirements.

The total project cost is \$150,449. The New Hampshire Department of Environmental Services (DES) State Revolving Loan Fund will contribute \$110,000 for the project and UNH will contribute \$40,449 of non-federal matching funds for the project. 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.

A handwritten signature in black ink, appearing to read "Robert R. Scott", is written over a horizontal line.

Robert R. Scott, Commissioner

COOPERATIVE PROJECT AGREEMENT

between the

STATE OF NEW HAMPSHIRE, **Department of Environmental Services**

and the

University of New Hampshire of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

- A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by the State of New Hampshire, **Department of Environmental Services**, (hereinafter "State"), and the University System of New Hampshire, acting through **University of New Hampshire**, (hereinafter "Campus"), for the purpose of undertaking a project of mutual interest. This Cooperative Project shall be carried out under the terms and conditions of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, except as may be modified herein.
- B. This Project Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Project Agreement ("Effective date") and shall end on **12/31/2020**. If the provision of services by Campus precedes the Effective date, all services performed by Campus shall be performed at the sole risk of Campus and in the event that this Project Agreement does not become effective, State shall be under no obligation to pay Campus for costs incurred or services performed; however, if this Project Agreement becomes effective, all costs incurred prior to the Effective date that would otherwise be allowable shall be paid under the terms of this Project Agreement.
- C. The work to be performed under the terms of this Project Agreement is described in the proposal identified below and attached to this document as Exhibit A, the content of which is incorporated herein as a part of this Project Agreement.

Project Title: **Nutrient Pollution Implementation and Planning for UNH and other Great Bay Communities**

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

Campus Project Administrator

Name: Karen Jensen
Address: University of New Hampshire
Sponsored Programs Administration
51 College Rd. Rm 116
Durham, NH 03824
Phone: (603) 862-2172

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

State Project Director

Name: Sally Soule
Address: NHDES
222 International Drive
Portsmouth, NH 03801
Phone: (603) 559-0032

Campus Project Director

Name: James Houle
Address: University of New Hampshire
Stormwater Center, 35 Colovos Road
Durham, NH 03824
Phone: (603) 862-6706

F. Total State funds in the amount of \$110,000 have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.

Check if applicable

Campus will cost-share \$40,449 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 the US Environmental Protection Agency 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:

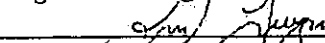
 10/19/18

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

Name: Gordon Lang Jr

Title: AKS

Signature and Date:

 11/2/18

By An Authorized Official of:

Department of Environmental Services

Name: Robert R. Scott

Title: Commissioner

Signature and Date:

 10-31-18

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

Name:

Title:

Signature and Date:

EXHIBIT A

A. Project Title: Nutrient Pollution Implementation and Planning for UNH and other Great Bay Communities

B. Project Period: Upon G&C approval through December 31, 2020

C. Objectives: Load assessments and sources of nitrogen pollution modeled and reported in the Great Bay Nitrogen Non-Point Source Study identify stormwater as a significant source of non-point source (NPS) load (34%) to the Great Bay. This project will develop technical planning tools for municipalities in the Great Bay watershed through pollutant hotspot mapping to identify high priority implementation areas for optimized nitrogen reductions from NPS. The stormwater planning and optimization tools produced through this task will weight water quality improvement potential of land areas based on updated land use characteristics, pollutant export rates, soil types, proximity to major water bodies and impervious cover estimates to assist communities in prioritizing how to optimize use of limited implementation funds within their municipalities for maximum cost and pollution reduction benefit.

Final products will include: a Nitrogen Source Identification Report and template, pollutant loading maps for forty-two coastal watershed communities uploaded to the NH Coastal Viewer, development of a Stormwater Pollutant Load Assessment Report and Factsheet for each community, and delivery of hands on training in how to use the information through the municipal stormwater coalitions to get commitment, buy-in, understanding, and ultimately, promote use for small municipal separate storm sewer (MS4) compliance regarding nutrient load reduction requirements.

D. Scope of Work:

Objective 1: Develop a Nitrogen Source Identification Report (NSIR) for UNH facilities and for use by MS4 communities. The NSIR will identify and quantify NPS sources of nitrogen within the UNH MS4 area. This information will be used to pinpoint locations and remedies for nitrogen control. The UNH NSIR will then be used to create a template for use by communities subject to requirements of the MS4 permit to develop NSIRs for their community.

Measures of Success: A NSIR for UNH and a NSIR template are developed for use by coastal watershed MS4s.

Deliverables: UNH NSIR and coastal NSIR template

- Task 1.1 Draft UNH NSIR and coastal NSIR template is developed
- Task 1.2 Draft NSIRs are reviewed and modified
- Task 1.3 Second draft is reviewed and modified
- Task 1.4 UNH NSIR and coastal NSIR templates are finalized and distributed

Objective 2: Develop pollutant hot spot maps for forty-two coastal watershed communities to help fulfill MS4 requirements to address nutrient pollution in stormwater discharges.

Measures of Success: Pollutant hot spot maps are developed and technical assistance is provided to help communities use the maps to manage stormwater runoff.

Deliverables: Forty-two hot spot maps and three technical assistance workshops.

- Task 2.1 Conduct pollutant loading analyses to develop hot spot maps.
- Task 2.2 Produce draft maps for review and comment; conduct review and comment period.
- Task 2.3 Modify maps to address comments and produce second draft. Conduct second review and comment period.
- Task 2.4 Finalize maps and make maps available to coastal communities.
- Task 2.5 Development of a Stormwater Pollutant Load Assessment Report and Factsheet for each community and completion of three technical assistance workshops to help communities understand how to incorporate the maps into their NSIRs for MS4 compliance.

Objective 3: Complete project administration.

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

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

- Task 3.1 Submit electronic semi-annual reports documenting all work performed during the project periods as follows:
 - Work completed April 1 – September 30, report is due by October 31
 - Work completed October 1 – March 31, report is due by April 30
- Task 3.2 Submit Payment Requests, Match Documentation, and Procurement Documentation to NHDES.
- Task 3.3 Submit a comprehensive final report to NHDES on or before the project completion date. The final report shall comply with NHDES final report guidance.
- Task 3.4 Conduct project and contract management and coordination.

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

Upon completion of Task 1.1	\$7,500
Upon completion of Task 1.2	\$7,500
Upon completion of Task 1.3	\$7,500
Upon completion of Task 1.4	\$7,500
Upon completion of Task 2.1	\$16,500
Upon completion of Task 2.2	\$16,500
Upon completion of Task 2.3	\$16,500
Upon completion of Tasks 2.4 and 2.5	\$16,500
Upon completion of Tasks 3.1 - 3.3	\$4,000
Upon completion of Task 3.4	\$10,000
Total	\$110,000

The total reimbursement shall not exceed the grant award of \$110,000.

F. Funding Credit: All materials produced for public distribution shall be reviewed by the State Project Director prior to distribution and when appropriate shall include a the NHDES logo and the following citation: "Funding for this project was provided in part by funding from the Clean Water State Revolving Fund".

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**

Budget Item	Grant Amount	Non-federal Match Amount
Salaries & Wages	\$68,803.00	\$0.00
Employee Fringe Benefits	\$25,703.00	\$0.00
Travel	\$0.00	\$0.00
Supplies and Services	\$1,500.00	\$0.00
Equipment	\$0.00	\$0.00
Facilities and Admin Costs	\$10,000.00	\$40,449
Contractual	\$3,994.00	\$0.00
Total Project Cost	\$110,000.00	\$40,449.00