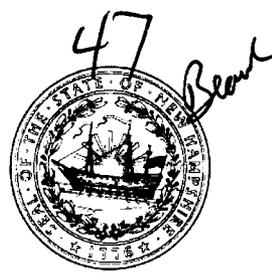




The State of New Hampshire  
**DEPARTMENT OF ENVIRONMENTAL SERVICES**

**Thomas S. Burack, Commissioner**



July 28, 2016

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

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 \$122,496 to complete the *Great Bay Pollution Tracking and Accounting Pilot Project (PTAPP): Phase 2*, effective upon Governor and Council approval through December 31, 2017. 9% Federal Funds, 91% Clean Water State Revolving Fund.

Funding is available in the accounts as follows:

	<u>FY 2017</u>
03-44-44-442010-2035-072-500575 Dept. Environmental Services, NPS Restoration Program, Grants-Federal	\$10,000
03-44-44-441018-4788-102-500731 Dept. Environmental Services, CWSRF Loan Management, Contracts for Program Services	\$112,496

EXPLANATION

This agreement is **SOLE SOURCE** because the University of New Hampshire Stormwater Center (UNHSC) served as the lead project manager and facilitator for phase one of the PTAPP project and will be retained for phase two in order to provide programmatic consistency and efficiency. In addition, the UNHSC is nationally recognized as one of the top experts in the area of stormwater control and treatment. During phase one of the PTAPP project, UNHSC successfully led a work group process to establish a regional approach for pollution tracking and accounting in the Great Bay watershed, thereby assisting communities in meeting federal water quality regulatory requirements. Outcomes from phase one include a clear consensus amongst the communities around Great Bay regarding the core project terms and definitions, items for pollution tracking, and creation of a process for moving the project to completion. These outcomes are critical to the development and success of the second phase of this project.

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 two of PTAPP, the UNHSC will develop uniform tools, guidelines, and recommendations that will enable communities

to track progress toward attaining local water quality goals and meet regulatory reporting requirements under the NPDES. Specifically, an on-line tool will be developed which will allow 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. Additionally, phase two will identify approaches for quantifying pollutant load reductions for tracked items. Finally, phase two will include a number of communities in the “beta testing” of the online tool. 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.

The total cost for the project is \$122,496. Through this agreement, the DES Watershed Assistance Grants Program will contribute \$10,000 in federal funds and the DES State Revolving Loan Fund will contribute \$112,496 in federal funds. The UNHSC will document at least \$17,818 of non-federal match 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, reading "Thomas S. Burack", is written over a horizontal line.

Thomas S. Burack, 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 **12/30/18**. 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 2**

- 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: 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: Sally Soule  
 Address: NH DES  
 222 International Drive, Suite 175  
 Portsmouth, NH 03801  
 Phone: 603-559-0032

**Campus Project Director**

Name: James Houle  
 Address: 35 Colovos Road  
 Gregg Hall, 224  
 Durham, NH 03824  
 Phone: 603-862-9357

Campus Authorized Official   
 Date 6/22/16

F. Total State funds in the amount of \$122,496 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 13 % 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 U.S. EPA under CFDA# 66.460. 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:

[Handwritten Signature] 6/22/16

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

Name: Christopher G. Aslin

Title: Assistant Attorney General

Signature and Date:

[Handwritten Signature] 8/11/16

**By An Authorized Official of:**

**Department of Environmental Services**

Name: Thomas Burack

Title: Commissioner

Signature and Date:

[Handwritten Signature] 7/26/2016

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

Name:

Title:

Signature and Date:

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## EXHIBIT A

- A. Project Title:** Great Bay Pollution Tracking and Accounting Pilot Project (PTAPP): Phase 2
- B. Project Period:** Upon G&C approval through December 30, 2018
- 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 will be further developed, refined and tested to determine feasibility of tracking. The Tracking Matrix will be used to develop a tracking system that will identify 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. Tracking efforts will be piloted both locally within select communities and regionally. An online database will be developed to house the tracking system and enable regional tracking.

- D. Scope of Work:** Task 1: Local Pollution Tracking Technical Assistance. This task includes working with partner communities in the watershed to develop and refine methods for tracking local NPS activities. Technical assistance will be provided to define tracking activities identified in the phase one Tracking Matrix and enable communities to further understand what, why and how items will be tracked. This information will be used to build the PTAPP tracking system.

Deliverable: Local pollution tracking items and methods identified. (December 2016)

Task 2: PTAPP Tracking System Development. Working with Campus, the project team will develop an online PTAPP tracking database and web interface hosted at UNH. Components of the online database will include:

- a. Setting up development, preview, and production environments
- b. Designing web site layout
- c. Designing and implementing PTAPP database
- d. Developing community data entry form
- e. Establishing user types/permissions/user registration
- f. Developing a digital signature/authorization component
- g. Developing reporting templates
- h. Site hosting (for a period of 2 years)

Deliverable: Great Bay Pollutant Tracking System (December 2017)

Task 3: Regional Tracking Dataset Coordination. During this task, project partners will coordinate to develop and refine protocols and methodologies to gather tracking information that will be provided at the

regional scale (as identified in the PTAPP Tracking Matrix). Campus will provide regional GIS datasets to enable tracking for regional tracking items including but not limited to:

- Land use and land use change acreages
- Impervious cover changes
- Conservation land changes

Additionally, the project partners will coordinate with State to extract regional septic system data from the "One Stop" database.

Deliverable: Regional tracking datasets (December 2018)

Task 4: Database Coordination and Technical Assistance. Campus and its project partners will facilitate use of the database by participating communities. Modifications may be made to fulfill user needs.

Deliverable: Annual reports exported from database detailing tracked items (December 2018)

Task 5: 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 December 30, 2018.

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 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	52,000	0	52,000
2. Employee Fringe Benefits	17,904	0	17,904
3. Travel	0	0	0
4. Supplies and Services	41,456	0	41,456
5. Equipment	0	0	0
6. Facilities & Admin Costs	11,136	17,818	28,954
Subtotals	122,496	17,818	140,314
Total Project Costs:			140,314

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	\$84,456.00
Employee Fringe Benefits	\$17,904.00
Travel	\$0.00
Supplies and Services	\$9,000.00
Equipment	\$0.00
Facilities and Admin Costs	\$10,236.00
Other	\$900.00
<b>Total Project Cost</b>	<b>\$122,496.00</b>