

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

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: FY 2019  
\$110,000  
03-44-44-441018-4788-102-500731  
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

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 solid 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

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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

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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

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Phone: (603) 559-0032

**Campus Project Director**

Name: James Houle  
 Address: University of New Hampshire  
Stormwater Center, 35 Colovos Road  
Durham, NH 03824

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Phone: (603) 862-6706

Campus Authorized Official KJS  
Date 10/18/18

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.

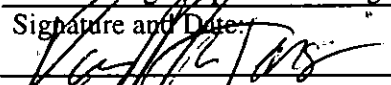
G. Check if applicable


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:

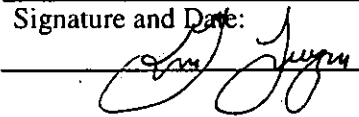
H.  State has chosen **not to take** possession of equipment purchased under this Project Agreement.  
 State has chosen **to take** possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's 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:**  
**Department of Environmental Services**  
Name: Robert R. Scott  
Title: Commissioner  
Signature and Date:  10-31-18

**By An Authorized Official of:** the New Hampshire Office of the Attorney General  
Name: Gordon Handberg  
Title: AG  
Signature and Date:  11/2/18

**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
<b>Total</b>	<b>\$110,000</b>

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**

<b>Budget Item</b>	<b>Grant Amount</b>	<b>Non-federal Match Amount</b>
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
<b>Total Project Cost</b>	<b>\$110,000.00</b>	<b>\$40,449.00</b>