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The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner



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May 22, 2020

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

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to enter into a **SOLE SOURCE** contract with The University of North Carolina at Chapel Hill (UNC-CH) (VC #171316 B001), Chapel Hill, NC, in the amount of \$47,000 in order to conduct a statewide drinking water and sewer rate study and dashboard implementation project, effective upon Governor and Council approval through August 30, 2021. 50% Drinking Water State Revolving Fund (DWSRF) and 50% Clean Water State Revolving Fund (CWSRF) Loan Management Funds.

Funding is available in the accounts as follows.

	<u>FY 2020</u>
03-44-44-441018-4790-102-500731	\$23,500
Department of Environmental Services, DWSRF Loan Management, Contracts for Program Services	
03-44-44-441018-4788-102-500731	\$23,500
Department of Environmental Services, CWSRF Loan Management, Contracts for Program Services	

EXPLANATION

NHDES requests approval to enter into a contract with the UNC-CH to conduct a statewide drinking water and sewer rate survey and update the interactive rates dashboard previously created by UNC-CH back in 2018. The interactive dashboard has been instrumental for water and sewer utilities as they continue to determine ways of providing affordable services to their customers. NHDES has provided key information about drinking water and sewer rates in New Hampshire for over two decades. The information is very important to the industry and various stakeholders and is also used in the State Revolving Fund loan program for determining project ranking and subsidy levels for disadvantaged communities. This is a **SOLE SOURCE** request since UNC-CH created and currently hosts the rates dashboard. UNC-CH is very familiar with the process of collecting rate information and the data needed to provide the outputs desired to ensure that the tool continues to be useful and effective. UNC-CH has

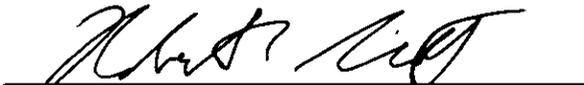
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completed similar surveys and created dashboards in multiple states across the country for over ten years.

The agreement has been approved by the Office of the Attorney General as to form, content, and execution.

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

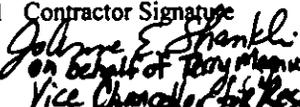
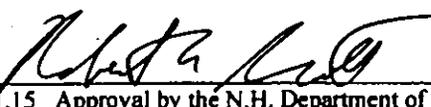
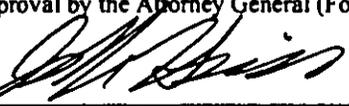
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS.

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, Concord, NH 03301	
1.3 Contractor Name The University of North Carolina at Chapel Hill Environmental Finance Center at the School of Government		1.4 Contractor Address 104 Airport Drive Suite 2200, CB#3330 University of North Carolina Chapel Hill, NC 27599-1350	
1.5 Contractor Phone Number 919-843-9953	1.6 Account Number 03-44-44-441018-4790-102 03-44-44-441018-4788-102	1.7 Completion Date August 30, 2021	1.8 Price Limitation \$47,000
1.9 Contracting Officer for State Agency Luis Adorno, Environmental Program Manager		1.10 State Agency Telephone Number 603-271-2472	
1.11 Contractor Signature  on behalf of Terry Magnuson, Ph.D., Vice Chancellor for Research Date: 6/04/2020		1.12 Name and Title of Contractor Signatory Terry Magnuson, Ph.D., Vice Chancellor for Research	
1.13 State Agency Signature  Date: 6-8-20		1.14 Name and Title of State Agency Signatory Robert R. Scott, Commissioner, NHDES	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 6/8/2020			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
 Date 06/04/2020

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable:

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any, one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Exhibit A
SPECIAL PROVISIONS

Section 9- TERMINATION

9.3 In the event the State provides thirty (30) days written notice that it is exercising its option to terminate the contract, the State will make payment to the contractor for (i) all services properly rendered and monies properly expended by the Contractor through the date of the thirty (30) days written notification of its option to terminate the contract and (ii) reasonable non-cancelable commitments properly entered into by the Contractor prior to the State's thirty (30) days written notification of its option to terminate the contract.

Section 10- DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.3 Strike the last sentence.

Section 13-INDEMNIFICATION is amended to read Parties will be responsible for their own acts or omissions.

Section 14 of the Agreement is stricken and replaced with the following:

Section 14- INSURANCE

The Contractor is self-insured as an instrumentality of the State of North Carolina. Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, evidence of self-insurance sufficient to cover general liability claims of bodily injury, death or property damage in amounts up to \$1,000,000.

Section 18-CHOICE OF LAW AND FORUM

Strike the last sentence.

Exhibit B
Scope of Services

The Contractor will perform a comprehensive water and wastewater rates survey and dashboard implementation project.

The Contractor will perform the following tasks:

- I. **Water and Wastewater Rates Survey**
- 1) Survey Mailing List and Survey Letter
 - a) Consult with NHDES staff on the presentation of, and the language within, the survey letter
 - b) Include in the survey letter:
 - i) Request that recipient supply a copy of the utility's water and/or wastewater rate structure to the Contractor by a specified date
 - ii) Acknowledgement of support from the following entities:
 - I. New Hampshire Department of Environmental Services (NHDES)
 - II. Resources for Community and People (RCAP)
 - III. New Hampshire Municipal Association (NHMA)

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IV. Granite State Rural Water Association (GSRWA)

- c) Send the 2020 NHDES Water and Wastewater Rates Survey request to every rate-charging community water and/or wastewater utility in the state (utilities include cities, counties, water/wastewater authorities and water/wastewater commissions)
 - i) NHDES will send a memo to water and wastewater utilities to inform them about the survey prior to the launch of the survey by the Contractor
 - ii) NHDES will provide the Contractor with the most up-to-date contact information on file for utilities in order to facilitate the efficacy of communications
 - iii) Email addresses will be used as the initial contact method, followed by telephone, fax, and mail as needed.

2) Implementation of Rates Survey

- a) Collect all survey responses via e-mail, telephone, fax, or US mail communication.
- b) The goal of the 2020 NHDES Water and Wastewater Rates Survey is to create the most comprehensive compilation of current drinking water and wastewater rates structures in the state, including residential, commercial, and industrial rates, where applicable. The Contractor will be held to a response rate minimum of 80% of rate-charging utilities, with a goal of 90% *(Project will not be considered completed until the minimum response rate of 80% is reached by the Contractor for both the water and the wastewater)*
- c) Perform initial follow-up communication with utilities that have not responded to the rates survey request 10 business days after the initial survey launch
- d) Perform two to four additional rounds of follow-up communication with contacts with utilities that have not responded by email, phone, or fax, as needed. Provided that the minimum response rate is achieved, the quality control and quality assurance (QA/QC) period will begin concurrently with the data collection period.
- e) Provide a list to the NHDES of water and/or wastewater utilities that have not responded four weeks after the initial survey launch, or after the third follow-up contact round is completed by the Contractor, whichever comes later. The NHDES will contact these utilities for water and/or wastewater rates, and forward survey responses to the Contractor during the remainder of the data collection period of the survey.
- f) Enter all rates and financial information received into a database to facilitate data analysis
- g) Perform follow-up communications with all utilities that submitted survey responses that require clarification
- h) Perform quality control analysis to ensure data integrity
- i) Perform quality control calculations
- j) After the fourth round of follow-ups, provide all survey respondents with a document describing their rate structure(s) by email or fax, as needed. Documents describing each utility's rate structure(s) will also be publicly accessible on the Contractor's website.
- k) Respondents will have 10 business days to review and request that the Contractor make changes. The end of this 10-business day period will mark the end of data collection. New/additional rate sheets received during this 10-business day period will be included in the initial launch of the rates dashboard.
- l) Perform further QA/QC on updated or newly received data.

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- m) New/additional, or updated survey data sent to the Contractor after the end of the data collection period will be handled during the interactive Rates Dashboard period as described below.

3) Implementation of Add-on Survey of Other Rates and Fees

- a) Collect the following information via an "add-on" survey performed in addition to the water and wastewater rates survey.
- I. Date of the last water or wastewater rates change
 - II. Information on other rates categories, suggested by NHDES and confirmed by the Contractor including fire hydrant rates, fire sprinkler fees, irrigation rates, backflow device test fee.
 - III. Information on the tap and system development/capacity/impact fees
 - IV. Whether or not the utility has separate multi-family rates (e.g. rates for apartment complexes); and if they exist, the method used to assess those rates
 - V. Whether or not the utility has elderly or low-income assistance programs
Whether or not the utility has supplemental revenue from taxes..

The response rate of the "add-on" survey will be tracked separately from the 80% minimum target of the main water and wastewater rates survey and will not be used to determine the completeness of the rates survey.

4) Implementation of Add-on Questionnaire of Additional Rate Setting Practices.

- a) The questionnaire will be administered via an online Qualtrics survey.
- i) The Contractor will consult with NHDES on the content and wording of the questions.
 - ii) The questionnaire will include up to 10 questions.
 - iii) The questionnaire will be included in the survey launch email as a web link. Utilities that respond to the main rates survey, and not the questionnaire, will be contacted up to two times by phone and/or email to encourage participation. The response rate of the questionnaire will be tracked separately from the 80% minimum target of the main water and wastewater rates survey and will not be used to determine the completeness of the rates survey.

5) Report and Tables Production

- a) Produce water and wastewater utility rates tables in both PDF and Microsoft Excel format, that provide the following data:
- I. Residential monthly water bill amounts (at 0, 4, 5, 6, 10, 15 kgal)
 - II. Residential water rate structures
 - III. Residential monthly wastewater bill amounts (at 0, 4, 5, 6, 10, 15 kgal)
 - IV. Residential wastewater rate structures
 - V. Commercial monthly water bill amounts (at 0, 10, 25, 50, 100, 250, 500 kgal)
 - VI. Commercial water rate structures
 - VII. Commercial monthly wastewater bill amounts (at 0, 10, 25, 50, 100, 250, 500 kgal)
 - VIII. Commercial wastewater rate structures
 - IX. Industrial monthly water bill amounts, if applicable (at 0, 500, 1,000, 5,000 kgal)

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- X. Industrial water rate structures, if applicable
 - XI. Industrial monthly wastewater bill amounts, if applicable (at 0, 500, 1,000, 5,000 kgal)
 - XII. Industrial wastewater rate structures, if applicable
- b) Produce an executive summary of the survey. The summary will include findings and analysis of statewide water and wastewater rate-setting trends

II. Interactive Rates Dashboard

1) Dashboard Launch

- a) Update the interactive rates dashboard that displays a utility's residential water and/or wastewater rates in comparison to other utilities' residential rates according to the following criteria:
- I. All utilities that participated in the survey with the selected service type (water, wastewater, or water and wastewater)
 - II. Similar customer income – MHI (\$5,000 blocks) from the most recently available US Census Bureau American Community Survey
 - III. Same watershed (USGS HUC6)
 - IV. Same water source type (surface water, groundwater, purchased water) from SDWIS
 - V. Similar type of wastewater treatment system (aerated or facultative lagoon, collection system only, activated sludge, or other) from NHDES
 - VI. Similar operating revenue (provided financial data is available)
 - VII. Similar number of water accounts from SDWIS
 - VIII. Similar geographic location (within 10, 25, and 50 miles)
 - IX. Same rate structure type (uniform, increasing block, decreasing block, etc.)
- b) The above criteria will be displayed for water, wastewater and combined water and wastewater bills at the consumption levels of 0 through 15,000 gallons at 500-gallon intervals via the implementation of a slide bar
- c) The dashboard will contain a map of the State of New Hampshire to geographically identify the selected water and wastewater utility on the map as well of the other utilities within the selected comparison criteria
- d) Produce an interactive dial that displays the monthly charge for the selected utility and service type given the selected consumption amount ("Bill comparison" dial)
- e) Produce an interactive dial that displays the charge per 500 gallons of water or wastewater consumed after 10,000 gallons of monthly consumption ("Conservation signal" dial)
- f) Produce an interactive dial that displays operating ratio including depreciation of the utility ("Cost recovery" dial)
- g) Produce an interactive dial that displays the water and wastewater bills as a percentage of Median Household Income for the consumption levels of 0 through 15,000 gallons for all service types ("Median affordability" dial)
- h) Produce an interactive slider that models a 0 – 150% increase in bill amounts and reflects the changes on the Bill Comparison, Median Affordability, Conservation Signal, and Cost Recovery dials.
- i) Display the state average water and sewer bills for 71,996 gallons of annual consumption

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- j) Display buttons on the "Rates Comparison" tab that link to the most recent executive summary report and the tables of bills and rate structures.
 - k) Display the calculated average price per 1 gallon alongside the monthly bill amount for the selected service and consumption volume.
 - l) Display the date in which the rate structure was enacted
 - m) Provide a section of the dashboard which contains characteristics of the system where data are available:
 - I. Utility ownership type
 - II. Number of water customers
 - III. Primary county
 - IV. Primary service area (Census Place)
 - V. Poverty rate of the primary service area
 - VI. Average household size of the primary service area
 - VII. Median Household Income of the primary service area
 - VIII. Total Operating Revenues and Total Operating Expenses
 - IX. Any other pertinent system characteristics as determined by data availability and relevance to data displayed on the dashboard and agreed upon by both parties before the launch of the rates survey
- 2) Updates to the Dashboard and Implementation of New Dashboard Features
- a) New/additional, or updated survey data sent to the Contractor received from a utility or from the NHDES after the end of the data collection period will be included in one of two update periods after the initial launch of the dashboard. The first update period will be one month, and the second will be three months, following the initial dashboard launch.
 - b) New proposed Dashboard features will be developed in consultation with NHDES. In order to meet the goal of NHDES of October 2020. It is the discretion of NHDES on when to announce the Dashboard to the public.
 - c) The Contractor may perform the initial dashboard launch without the new features, at the discretion of NHDES, to adhere to the timeline.
 - I. Development of new comparison group
 - (1) Whether or not the utility has supplemental revenue from taxes. This data may be obtained either from the Add-on Survey of Other Rates and Fees or from NHDES
 - II. Development of new chart on the "Characteristics" tab of the Dashboard
 - (1) Display a static histogram illustrating the year(s) in which rates were last changed for all utilities. OR Display a chart showing when rates changed over time for each individual utility.
- 3) Dashboard Capabilities:
- a) The following are required capabilities of the dashboard:
 - I. Dashboard integration with Apple, Android and other tablet devices
 - II. Utility name displayed on state map as the mouse rolls over location
 - III. Ability to "type-list" utility name from a drop-down list at top of dashboard
 - IV. Ability to modify MHI, bill amounts, and financial information on the user's local computer and have these changes reflected on the "Rates Comparison" tab for the "All Utilities" comparison group

Contractor Initials

Date 06/04/2020

- V. Ability to print out or save a PDF of the summarized metrics for the selected utility
- VI. Ability to compare utility system characteristics such as financial information and demographics, to the median values for the selected service type and comparison group using a dropdown on the "Characteristics" tab.

SCHEDULE*:

Task	Task Timeline
Task 1 – Implementation of the Water and Wastewater Rates Survey	Upon G&C approval to October 30, 2020
Task 2 – Add-On Survey of Other Rates and Fees	Upon G&C approval to October 30, 2020
Task 3 – Add-on Questionnaire of rate-setting practices	Upon G&C approval to October 30, 2020
Task 4 – Report and Tables	January 1, 2021 to March 31, 2021
Task 5 – Interactive Rates Dashboard Launch & Subsequent Updates	Launch: October 30, 2020 to February 28, 2021 Updates: March 1, 2021 to August 30, 2021

Any requests for scope of work modifications or contract amendments should be made in writing, via e-mail, to the Project Manager. Types of modifications or amendments include adjustments to the contract end date, budget, activities, deliverables, timeline, or changes to NHDES staff leading the project. Modifications or amendments may result in changes to the project budget, upon mutual consent between NHDES and the Contractor.

Exhibit C
BUDGET & PAYMENT METHOD

All services shall be performed to the satisfaction of the Department before payment is made. Payments shall be made by the Department within 30 days of invoice receipt and approval. Invoices shall be submitted to the Department for payment no more than once per month and shall only include completed tasks.

TASK	Payment Amount
Task 1 – Implementation of the Water and Wastewater Rates Survey	\$19,000
Task 2 – Add-on Survey of Other Rates and Fees	\$5,500
Task 3 – Add-on Questionnaire of Rate-setting Practices	\$4,000
Task 4 – Report and Tables Production	\$9,000
Task 5 – Interactive Rates Dashboard Launch and Updates*	\$9,500
Total Payment Amount.	\$47,000

*Includes batch updates to the Dashboard at three and six months after the initial dashboard launch.

Contractor Initials 
 Date 06/04/2020

The submission of a final technical and financial report to NHDES will be done within 60 days after the end of the performance period. NHDES shall reserve stewardship of all information and data created during the water and wastewater rates survey.

The billing address shall be as follows:

NH Department of Environmental Services

29 Hazen Drive, PO Box 95

Concord, NH 03302-0095

Attn: Luis Adorno, Drinking Water and Groundwater Bureau

Invoices shall be approved by the Contract Officer before payment is processed.

Contractor Initials DeJ
Date 06/04/2020



UNC
ENVIRONMENTAL FINANCE CENTER.

ENVIRONMENTAL FINANCE CENTER
AT THE UNIVERSITY OF NORTH CAROLINA
SCHOOL OF GOVERNMENT
Campus Box #3330, Knapp-Sanders Building
Chapel Hill, NC 27599-3330
www.efc.sog.unc.edu

April 29, 2020

Luis Adorno
Environmental Program Manager
NHDES | Drinking Water & Groundwater Bureau
29 Hazen Drive, PO Box 95
Concord, NH 03302

RE: Certificate of Authority

Mr. Adorno,

Regarding the extension of our contract with NHDES for the New Hampshire Water and Sewer Rate Survey and Dashboard, nothing has changed related to the signature authority of the Office of Sponsored Research at UNC Chapel Hill.

Sincerely,

Shadi Eskaf

Research Director,
Environmental Finance Center
University of North Carolina at Chapel Hill



THE UNIVERSITY
of NORTH CAROLINA
at CHAPEL HILL

OFFICE OF THE VICE CHANCELLOR FOR RESEARCH

312 SOUTH BUILDING
CAMPUS BOX 4000
CHAPEL HILL, NC 27599-4000

T 919.962.1319
F 919.962.1476
<http://research.unc.edu>

March 29, 2017

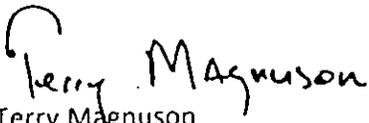
Jo Shanklin
Research Administration Manager
Office of Sponsored Research
UNC Campus

Dear Jo,

Pursuant to the Chancellor's letter dated July 1, 2016 (copy attached) authorizing me to delegate signature authority, effective March 30, 2017 you are hereby authorized to sign contracts and other agreements for research and other sponsored programs on my behalf as, and to the extent provided in the Chancellor's letter. You may not delegate this authority to anyone else. Other persons who may sign such agreements include, Andy Johns, Christine Nelson, Stacy Barca, Carol Burkhart, Kati Chipps, Brian Collier, Janet Devine, Erin Edwards, Trey Fraune, Rhonda Fuquay, Dana Gatz, Jennifer Hodges, Diane Koltz, Martha Martin, Betty Morgan, Angela Smolik, Jennifer Teixeira, Jill Thomas, Fatou Traore, Lance Underwood, and myself.

Any questions of a legal nature concerning such agreements must be reviewed by one of the attorneys in the Office of University Counsel prior to signing agreements.

Sincerely,


Terry Magnuson
Vice Chancellor for Research



THE UNIVERSITY
of NORTH CAROLINA
at CHAPEL HILL

CAROL L. POLT
Chancellor

103 SOUTH BUILDING
200 EAST CAMERON AVENUE
CAMPUS BOX 9100
CHAPEL HILL, NC 27599-9100

T 919.962.1365
F 919.962.1647

July 1, 2016

Dr. Terry Magnuson
Vice Chancellor for Research
312 South Building, CB #4000

Dear Terry:

Pursuant to the Resolution adopted by the Board of Trustees of The University of North Carolina at Chapel Hill on August 8, 1975 (copy attached), the Resolution authorizing "the Chancellor (and employees of The University...designated by him)...to sign and execute agreements...", I hereby designate you, the Vice Chancellor for Research as a University employee authorized and empowered to act for and on the behalf of The University of North Carolina at Chapel Hill with respect to the signing and execution of the following documents:

- A. Contracts, proposals and other agreements for research and other sponsored programs as (and to the extent) provided in said Resolution. You may delegate this authority, in whole or in part, to the Associate Vice Chancellor for Research and to the contract specialists or directors within research administration. Additionally, you may delegate this authority to the Director of the Office of Human Research Ethics to sign Unaffiliated Investigator Agreements, IRB Authorization Agreements, NIH Certificates of Confidentiality, and Certifications to NIH of Genome Wide Association Studies (GWAS). Those agreements or certifications may be signed by you or the Director in the form attached, but the authority to sign such agreements or certifications may not be further delegated by you or the Director. Any changes to the attached agreements or certification forms must be approved by one of the attorneys in the Office of University Counsel.
- B. Correspondence or other communications, as the University's designated Institutional Official, to federal agencies and other sponsors funding research at the University.

Any questions of a legal nature concerning all agreements must be reviewed by one of the attorneys in the Office of University Counsel prior to signing the agreements.

Sincerely,

A handwritten signature in cursive script that reads "Carol L. Folt".

Carol L. Folt
Chancellor

Attachments

cc: Matthew M. Fajack
University Attorneys



RISK MANAGEMENT

Tel 919.647.0000 Fax 919.715.0067

MIKE CAUSEY, INSURANCE COMMISSIONER & STATE FIRE MARSHAL
BRIAN TAYLOR, CHIEF STATE FIRE MARSHAL

CERTIFICATE OF COVERAGE

Certificate Holder: To Whom It May Concern

Insurer: State of North Carolina

Authorization: Public Officers & Employee Liability Insurance Commission of North Carolina and the General Statutes of North Carolina, Chapter 143, Articles 31 to 31D, Sections §143-291 to §143-300.

Period: October 1, 2019 until October 1, 2020

Coverage: A) Tort Claims against Departments, Agencies, and Employees
B) Excess Liability for State Employees
BRIT Global Specialty USA - Policy # PK1035818
C) Workers' Compensation

Limits A) \$1,000,000 for Tort claims against the State
B) \$2,000,000 per employee/\$10,000,000 aggregate for claims against state employees
C) Statutory Limits for Workers' Compensation

Description: The University of North Carolina at Chapel Hill and its employees, officers, agents, as covered by the Defense of State Employees as per NCGS § 143 300.2.

Administrator: Department Insurance - Risk Management Division
Public Officers & Employees Liability Insurance Commission
1202 Mail Service Center, Raleigh, NC 27699-1202

Note: This Certificate is for informational purposes only and does not alter any provision of the Tort Claims or Defense of State Employees General Statutes of the State.

Verified By:

Margie Boyd
Risk Manager

UNCCH 2019-2020

OFFICE OF STATE FIRE MARSHAL