



The State of New Hampshire
Department of Environmental Services

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Robert R. Scott, Commissioner

March 20, 2019

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

REQUESTED ACTION

Authorize the Department of Environmental Services to amend an agreement (PO #9005392) with the University of New Hampshire, (VC # 177867-BO46) for the *Great Bay Pollution Tracking and Accounting Pilot Project (PTAPP) – Phase 3* project by extending the end date from June 30, 2019 to June 30, 2020. The original agreement was approved by the Governor and Council on December 20, 2017, Item #70. No additional funding is requested in this amendment.

EXPLANATION

NHDES requests this Amendment to provide additional time for the Grantee to complete the project. This Amendment is necessary because several tasks related to development and review of the database are taking longer than estimated due to unforeseen technical and data acquisition constraints. Please see Attachment A for a copy of the original Grant Agreement.

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

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

Respectfully submitted,

Robert R. Scott
Commissioner

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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 20, 2017, item #170, for the Project titled "Great Bay Pollution Tracking and Accounting Pilot Project (PTAPP): Phase 3," Campus Project Director, James Houle, is and all subsequent properly approved amendments are hereby modified by mutual consent of both parties for the reason(s) described below:

Purpose of Amendment (Choose all applicable items):

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

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

- Article A. is revised to replace the State Department name of _____ with _____ and/or USNH campus from _____ to _____
- Article B. is revised to replace the Project End Date of 06/30/2019 with the revised Project End Date of 06/30/2020, and Exhibit A, article B is revised to replace the Project Period of **Upon G&C Approval – June 30, 2019** with **Upon G & C Approval – June 30, 2020**.
- Article C. is amended to add Exhibit A by including the proposal titled, " _____," dated _____
- Article D. is amended to change the State Project Administrator to _____ and/or the Campus Project Administrator to _____
- Article E. is amended to change the State Project Director to _____ and/or the Campus Project Director to _____
- Article F. is amended to increase funds in the amount of \$ _____ and will read:

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

- Article F. is amended to change the cost share requirement and will read:

Campus will cost-share _____ % of total costs during the amended term of this Project Agreement.

- Article F. is amended to change the source of Federal funds paid to Campus and will read:

Federal funds paid to Campus under this Project Agreement as amended are from Grant/Contract/Cooperative Agreement No. _____ from _____ under CFDA# _____. Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New

Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as **revised** Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

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

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

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

- Article H. is amended such that:

- State has chosen **not to take** possession of equipment purchased under this Project Agreement.
- State has chosen **to take** possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's end-date. Any expenses incurred by Campus in carrying out State's requested disposition will be fully reimbursed by State.

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

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

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

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

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

By An Authorized Official of:

University of New Hampshire

Name: Karen M. Jensen

Title: Manager, Sponsored Programs Administration

Signature and Date:  2/25/19

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

Name: Gordon P. Lawdrigan

Title: Assistant Attorney General

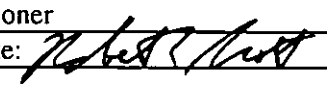
Signature and Date:  3/22/19

By An Authorized Official of:

Department of Environmental Services

Name: Robert R. Scott

Title: Commissioner

Signature and Date:  3-20-19

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

Name: _____

Title: _____

Signature and Date: _____

EXHIBIT A

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

Attachment C
Copy of Original Grant Agreement



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

Salle Soule



Robert R. Scott, Commissioner

November 27, 2017

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

APPROVED G & C

DATE 12/20/17
ITEM # 70

REQUESTED ACTION

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

Funding is available in the accounts as follows:

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

EXPLANATION

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

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

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

The total cost for the project is \$89,000. Through this agreement, the New Hampshire Department of Environmental Services (NHDES) Watershed Assistance Grants Program will contribute \$1,000 in federal funds and the NHDES State Revolving Loan Fund will contribute \$88,000. In the event that federal funds become no longer available, general funds will not be requested to support this program. The agreement has been approved by the Office of the Attorney General as to form, execution, and content.

We respectfully request your approval.



Robert R. Scott, Commissioner

COOPERATIVE PROJECT AGREEMENT

between the

STATE OF NEW HAMPSHIRE, Department of Environmental Services

and the

University of New Hampshire of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

- A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by the State of New Hampshire, Department of Environmental Services, (hereinafter "State"), and the University System of New Hampshire, acting through University of New Hampshire, (hereinafter "Campus"), for the purpose of undertaking a project of mutual interest. This Cooperative Project shall be carried out under the terms and conditions of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, except as may be modified herein.
- B. This Project Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Project Agreement ("Effective date") and shall end on **06/30/19**. If the provision of services by Campus precedes the Effective date, all services performed by Campus shall be performed at the sole risk of Campus and in the event that this Project Agreement does not become effective, State shall be under no obligation to pay Campus for costs incurred or services performed; however, if this Project Agreement becomes effective, all costs incurred prior to the Effective date that would otherwise be allowable shall be paid under the terms of this Project Agreement.
- C. The work to be performed under the terms of this Project Agreement is described in the proposal identified below and attached to this document as Exhibit A, the content of which is incorporated herein as a part of this Project Agreement.

Project Title: Great Bay Pollution Tracking and Accounting Pilot Project (PTAPP): Phase 3

- D. The Following Individuals are designated as Project Administrators. These Project Administrators shall be responsible for the business aspects of this Project Agreement and all invoices, payments, project amendments and related correspondence shall be directed to the individuals so designated.

State Project Administrator

Name: Ted Diers
Address: NH DES
29 Hazen Dr.
Concord, NH 03302
Phone: 603-271-3289

Campus Project Administrator

Name: Cheryl Moore
Address: University of New Hampshire
Sponsored Programs Administration
51 College Rd.
Durham, NH 03824
Phone: 603-862-1992

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

State Project Director

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

Campus Project Director

Name: James Houle
Address: UNH Stormwater Center
35 Colovus Rd.
Durham, NH 03824
Phone: 603-862-9357

F. Total State funds in the amount of \$89,000 have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.

Check if applicable.

Campus will cost-share 0 % of total costs during the term of this Project Agreement.

Federal funds paid to Campus under this Project Agreement are from Grant/Contract/Cooperative Agreement No. 98132417 from US EPA under CFDA# 66.605. Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

G. Check if applicable:

Article(s) of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002 is/are hereby amended to read:

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

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

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

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

By An Authorized Official of:

University of New Hampshire

Name: Karen M. Jensen

Title: Manager, Sponsored Programs Administration

Signature and Date:

 11/25/17

By An Authorized Official of: the New

Hampshire: Office of the Attorney General

Name: Gordon P. Landry

Title: Attorney

Signature and Date:

 12/5/17

By An Authorized Official of:

Department of Environmental Services

Name: Robert R. Scott

Title: Commissioner

Signature and Date:

 11/30/17

By An Authorized Official of: the New

Hampshire Governor & Executive Council

Name:

Title:

Signature and Date:

EXHIBIT A

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

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

D. Scope of Work:

Task 1: Online PTAPP database implementation.

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

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

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

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

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

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

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

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

Task 3: Long term PTAPP system sustainability.

Deliverable: PTAPP sustainability plan.

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

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

Deliverable: Semi-annual and Final Reports

E. Deliverables Schedule: See Scope of Work

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

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

- 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**

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