



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

August 15, 2016

Her Excellency, Governor Margaret Wood Hassan
And the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to enter into a **RETROACTIVE SOLE SOURCE** Cooperative Project Agreement with the University of New Hampshire (UNH) - Sponsored Programs Administration (Vendor Code #177867-B046), Durham, NH, for \$3,500, for the UNH Sustainability Institute (UNHSI) Fellowship Program, effective as of July 1, 2016 through December 31, 2016 upon Governor and Council approval. 100% Federal Funds.

Funding is available in account as follows:

FY 17
03-44-44-442010-52090000-102-500731 \$ 3,500
Dept Environmental Services, Energy Efficiency Grants, Contracts for Program Services

EXPLANATION

This is a **SOLE SOURCE** agreement because UNH houses the UNHSI Fellowship Program, a one-of-a-kind program that provides professional development opportunities for high-caliber advanced-degree students on projects that have a long term sustainable impact on NH Communities. The agreement is **RETROACTIVE** due to delays in receiving the required paperwork from UNHSI that prevented DES from making the last June 2016 G&C meeting. The attached Cooperative Agreement outlines the scope of work for UNHSI's participation in a DES-sponsored project that involves electric energy use benchmarking and energy efficiency improvements for NH's wastewater treatment facilities (WWTFs) by providing a UNHSI Fellowship Program intern to DES. DES agrees to pay \$3,500 to UNHSI, which is 54% of the total intern cost of \$6,481. This grant award, while less than \$25,000 threshold, requires G&C approval as UNH has already received funds in excess of the threshold for this fiscal year.

This agreement has been approved by the Attorney General as to form, substance and execution. In the event that federal funds no longer become available, General Funds will not be requested to support this program.

We respectfully request your approval.


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

RECEIVED
JUN 20 2016
DES-WEB

- 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 **12/31/16**. 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: **UNHSI Fellowship Project - Energy Efficiency for NH's WWTFs**

- 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: Sharon L. Rivard, P.E.
 Address: NH Dept. of Environmental Services
29 Hazen Drive
Concord, NH 03301

Phone: 271-2508

Campus Project Administrator

Name: Dianne Hall
 Address: University of New Hampshire
Sponsored Programs Administration
51 College Rd. Rm 116
Durham, NH 03824

Phone: 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: Sharon L. Rivard, P.E.
 Address: NH. Dept. of Environmental Services
29 Hazen Drive
Concord, NH 03301

Phone: 271-2508

Campus Project Director

Name: Jennifer Andrews
 Address: UNH Sustainability Institute
131 Main Street
Nesmith Hall, Room 107
Durham, NH 03824

Phone: 475-3587

Campus Authorized Official [Signature]
Date 6/16/16

F. Total State funds in the amount of \$3,500 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 46 % 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. DE-EE0007223 from the US Department of Energy through NHOEP under CFDA# 81.119. 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.

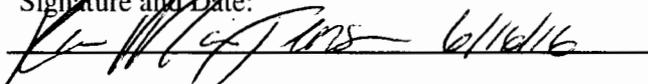
By An Authorized Official of:

University of New Hampshire

Name: Karen M. Jensen

Title: Manager, Sponsored Programs

Signature and Date:

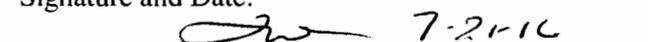
 6/16/16

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

Name: Lauren J. Noeth

Title: Sr. Assistant AG

Signature and Date:

 7-2-16

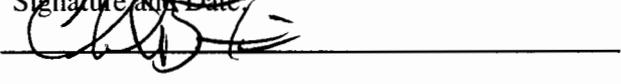
By An Authorized Official of:

Department of Environmental Services

Name: Thomas S. Burack *for*

Title: Commissioner

Signature and Date:



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

Name:

Title:

Signature and Date:

EXHIBIT A

- A. Project Title:** Energy Efficiency for NH's WWTFs
- B. Project Period:** June 6, 2016 through December 31, 2016
- C. Objectives:** To establish a baseline benchmarking for electric energy use by NH's wastewater treatment facilities that will be used both to measure the impacts of energy efficiency improvements moving forward and to serve as an educational tool for wastewater treatment facility operators.
- D. Scope of Work:** Task 1: Benchmark the electric energy use of up to 74 municipally-owned WWTFs relative to flow and loading. Task 2: Evaluate the benchmarking data relative to each WWTF and relative to other national benchmarking data. Task 3: Develop graphics using the benchmarking data for use in data evaluation and workshop development. Task 4: Assist in the development of workshop agendas.
- E. Deliverables Schedule:** Campus Intern Fellowship will start June 6, 2016 and continue up to August, 31, 2016. Intern will be required to participate in regularly scheduled conference calls, a mid-term presentation during the week of July 11, 2016 and final presentations during the week of August 19, 2016 during the term of the internship. The intern's work schedule will be an eleven week period from June 6, 2016 - August 31, 2016.
- F. Budget and Invoicing Instructions:**

State Funding	Cost Sharing	Total Project Cost
\$3,500	\$2,981	\$6,481

Initial and sole payment of \$3,500 will be made upon Governor and Council approval in compliance with the terms of the UNHSI Application and Host Organization Agreement. Although the project period started on June 6, 2016, Campus will be responsible for costs prior to July 1, 2016.

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 .