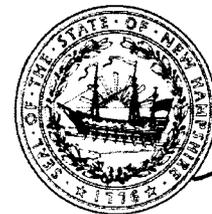




The State of New Hampshire  
**Department of Environmental Services**



Sam  
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**Robert R. Scott, Commissioner**

November 29, 2021

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

**REQUESTED ACTION**

Authorize the Department of Environmental Services (NHDES) to enter into a **SOLE SOURCE** agreement with the Trustees of Dartmouth College (VC #177157-B013), Hanover, NH, in the amount of \$65,786 to assist in evaluating environmental per- and polyfluoroalkyl substance (PFAS) concentrations and bioaccumulation in Great Bay bivalves, effective upon Governor and Council approval through June 30, 2022. 100% Emerging Contaminants.

Funding is available in the following account:

03-44-44-444010-88730000-102-500731

Dept. of Environmental Services, Emerging Contaminants, Contracts for Program Services

FY 2022

\$ 65,786

**EXPLANATION**

The purpose of this agreement is to partner and collaborate with the Trustees of Dartmouth, Department of Biological Science (Dartmouth), in researching and evaluating how concentrations of certain per- and polyfluoroalkyl substances (PFAS) in Great Bay, NH, may accumulate in bivalves that are commonly collected by recreational shellfish harvesters. This award is **SOLE SOURCE** because Dartmouth is uniquely positioned to conduct this work due to: 1) the development of lab capacity to process samples for PFAS analysis; 2) their current research on seafood consumption by NH residents; and 3) an existing grant from the National Institutes of Environmental Health Science (NIEHS) to evaluate risk from PFAS in seafood.

Funds will support the collection and analysis of sediment and water samples to assess accumulation of PFAS in shellfish samples that are already included in the NIEHS grant work. Dartmouth staff will also collect marketplace samples of seafood items commonly consumed in NH. The selection of these seafood items is based on preliminary survey results of NH residents to identify the most commonly consumed seafood items by residents.

Total project costs are budgeted at \$65,786. A budget breakdown is provided in the Cooperative Project Agreement, attached. In the event that Emerging Contaminants funds become no longer available, General Funds will not be requested to support this program.

[www.des.nh.gov](http://www.des.nh.gov)

29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095  
(603) 271-3503 • Fax: 271-2867 TDD Access: Relay NH 1-800-735-2964

His Excellency, Governor Christopher T. Sununu  
and The Honorable Council

Page 2 of 2

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

We respectfully request approval of this item.



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Robert R. Scott, Commissioner

Attachments

**GRANT AGREEMENT**  
between the  
**STATE OF NEW HAMPSHIRE, Trustees of Dartmouth College**

- A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by the State of New Hampshire, **New Hampshire Department of Environmental Services**, (hereinafter "State"), and the **Trustees of Dartmouth College** (hereinafter "Dartmouth") for the purpose of undertaking a project of mutual interest. This Cooperative Project shall be carried out under the terms and conditions outlined in this Agreement.
- 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 **06/30/2022**.
- 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: Evaluating Environmental PFAS Concentrations and Bioaccumulation in Great Bay Bivalves**

- 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: Amy Rousseau  
Address: NH Department of Env. Services  
29 Hazen Drive  
PO Box 95  
Concord, NH 03301  
Phone: 603-271-8801

**Campus Project Administrator**

Name: Jill Mortali  
Address: Trustees of Dartmouth College  
Office of Sponsored Projects  
11 Rope Ferry Road #6210  
Hanover, NH 03755  
Phone: 603-646-0678

- 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: Jonathan Petali  
Address: NH Department of Env. Services  
29 Hazen Drive  
PO Box 95  
Concord, NH 03301  
Phone: 603-271-1359

**Campus Project Director**

Name: Celia Chen, PhD  
Address: Dartmouth College  
Department of Biological Science  
One Medical Center Drive, HB 6044  
Hanover, NH 03755  
Phone: 603-646-2376

F. Total State funds in the amount of \$65,786 have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Dartmouth for costs exceeding the amount specified in this paragraph.

Check if applicable

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

Federal funds paid to Campus under this Project Agreement are from 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 this Agreement, are attached to this document as Exhibit B, the content of which is incorporated herein as a part of this Project Agreement

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 constitutes the entire agreement between State and Dartmouth regarding this Cooperative Project, and supersedes and replaces 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 Trustees of Dartmouth College and the State of New Hampshire, **Department of Environmental Services** have executed this Project Agreement.

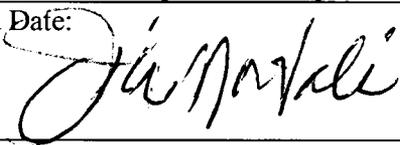
**By An Authorized Official of:  
Trustees of Dartmouth**

Name: Jill Mortali

Title: Director, Office of Sponsored Projects

Signature and Date:

11/10/21



**By An Authorized Official of:  
Department of Environmental Services**

Name: Robert R. Scott

Title: Commissioner

Signature and Date:

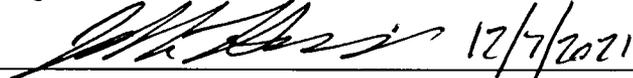


**By An Authorized Official of: the New  
Hampshire Office of the Attorney General**

Name: Joshua Harrison

Title: Assistant Attorney General

Signature and Date:



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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature and Date: \_\_\_\_\_

## EXHIBIT A – SCOPE OF SERVICES

- A. Project Title:** Evaluating Environmental PFAS Concentrations and Bioaccumulation in Great Bay Bivalves
- B. Project Period:** This Project Agreement shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Project Agreement and shall continue until June 30, 2022, unless extended in accordance with the terms of the Agreement.
- C. Objectives:** The objective of this research is to evaluate how concentrations of certain per- and polyfluoroalkyl substances (PFAS) in the Great Bay, NH, may accumulate into bivalves commonly collected by recreational shellfish harvesters.
- D. Scope of Work:** Dartmouth staff will collaborate with NHDES staff to collect water, sediment and shellfish samples from within the Great Bay Estuary. Sampling will focus on sites relevant to recreational shellfish harvesters and will be identified in collaboration with the NHDES Shellfish Program. NHDES Staff will assist with shellfish collection from sites in the Great Bay. Dartmouth staff will conduct preparation and analyses of all samples of surface water, sediments and certain bivalves collected from the Great Bay.

This work is part of an ongoing effort to understand the impacts of PFAS on the Great Bay. Dartmouth College is uniquely positioned to conduct this work due to: 1) the development of lab capacity to process samples for PFAS analysis; 2) their current research on seafood consumption by NH residents; and 3) an existing grant from National Institutes of Environmental Health Science (NIEHS) to evaluate risk from PFAS in seafood. The funds in this current contract would support the collection and analysis of sediment and water samples to assess accumulation of PFAS in shellfish samples that are already included in the NIEHS grant work.

Dartmouth staff will also collect marketplace samples of seafood items commonly consumed in NH. The selection of these seafood items is based on preliminary survey results of NH residents to identify the most commonly consumed seafood items by residents.

The results of this study will be reported back to NHDES to inform consumption advisories, as well as program planning for the Environmental Health Program, Shellfish Program and the Watershed Management Bureau. Findings will also be shared with appropriate legislative commissions, partners in seafood and aquaculture industries and Seacoast community organizations.

**E. Deliverables Schedule:**

<b>Deliverables</b>	<b>Timeline</b>
Collected shellfish, surface water and sediment samples	December 2021
Sample preparation for PFAS analysis, QA/QC review	December 2021-February 2022

Report preparation and draft submission to NHDES	March 2022-April 2022
Review and preparation of final report	April 2022-May 2022

**F. Budget: \$65,786**

Supplies	\$3,800
Analysis	\$27,100
Salary	\$6,725
Fringe	\$2,488
IDC (64%)	\$25,673

### **EXHIBIT B – PAYMENT SCHEDULE**

- 1) The state shall pay the contractor an amount not to exceed \$65,786. Price limitation for the services provided by the contractor pursuant to Exhibit A - Scope of Services.
- 2) This contract is funded with funds from state accounting unit 8873 Emerging Contaminants as appropriated to NHDES in House Bill 4 (Chapter 346:304, L'20), and as extended, for the purpose of studying, investigating, and testing for contamination caused by PFAS.
- 3) The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded contractor's current and/or future funding.
- 4) Payment for said services shall be paid monthly as follows:
  - a. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement and shall be in accordance with the approved items.
  - b. The contractor will submit an invoice in a form satisfactory to the State by the twentieth working day of each month which identifies and requests reimbursement for authorized expenses incurred in the prior month. The invoice will include detail about hours worked. The invoice must be completed, signed and returned in order to initiate payment.
  - c. The State shall make payment to the contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available. Contractors will keep detailed records of their activities related to NHDES funded programs and services.

- d. The final invoice shall be due to the State no later than forty-five (45) days following the project end date of 6/30/2022. Requests submitted after this date may be denied.
- e. All obligations of NHDES and the State of New Hampshire are contingent upon availability and continued appropriation of funds for the services.
- f. In lieu of hard copies, all invoices may be assigned by an electronic signature and emailed.

# DARTMOUTH

Hanover, New Hampshire, 03755

Board of Trustees

## CERTIFICATE

I, Laura H. Hercod, hereby certify that I am Assistant Clerk of Trustees of Dartmouth College, a corporation created by Royal Charter and existing under the laws of the State of New Hampshire; that as Assistant Clerk I have custody of the records of meetings of the Board of Trustees of said corporation; and that at a meeting of said Board duly called and held on the 9<sup>th</sup> day of April, 2011 at which a quorum was present and acting throughout, the following vote was adopted:

VOTED: To approve the Signature and Requisition Authority Policy, effective July 1, 2011 or such earlier date as the Executive Vice President/Chief Financial Officer shall determine. The provisions of the Signature and Requisition Authority Policy shall take precedence over any previous inconsistent vote of the Board of Trustees.

I further certify that said Board voted to adopt amendments to the Signature and Requisition Authority Policy on March 3, 2012 (effective January 1, 2012), September 22, 2013, January 2, 2014, March 8, 2014, November 8, 2014, September 17, 2016, March 4, 2017, November 4, 2017, and November 3, 2018 and that pursuant to authority granted in the policy, amendments by the Executive Vice President and the Provost were made August 7, 2015 (effective July 1, 2015), as amended on September 17, 2016, April 10, 2017, October 13, 2017, and as further amended on October 18, 2018. The document is available on Dartmouth's website at:

[https://www.dartmouth.edu/finance/documents/purchasing\\_tab\\_documents/signature\\_authority\\_policy.pdf](https://www.dartmouth.edu/finance/documents/purchasing_tab_documents/signature_authority_policy.pdf)

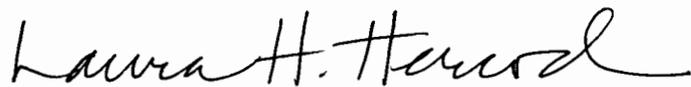
I further certify that said vote remains in full force and effect as of the date hereof and is not contrary to any provision of the Charter of said corporation.

I further certify that attached hereto is a true and correct copy of the Introduction and the Sponsored Activities Administration and Intellectual Property Transactions section (Appendix G) of the said Signature and Requisition Authority Policy.

I further certify that the following persons were appointed to the positions opposite their respective names and continue to serve in said positions as of the dates shown:

David Kotz	Interim Provost	July 1, 2021
Dean Madden	Vice Provost for Research	July 1, 2017
Dianne Ingalls	Controller	July 1, 2020
Jill Mortali	Director, Office of Sponsored Projects	September 15, 2008
Stephanie Morgan	Senior Grants Associate	January 1, 2020
Renee Brown	Senior Grants Associate	January 1, 2020
Sherrie Read	Contracts Manager	March 1, 2019

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the corporation this  
18 day of November, 2021.



Laura H. Hercod, Assistant Clerk  
Trustees of Dartmouth College

# State of New Hampshire

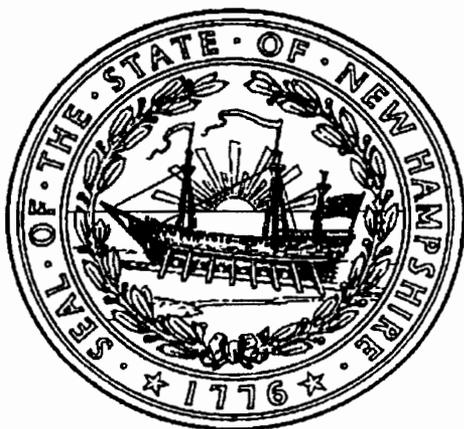
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that TRUSTEES OF DARTMOUTH COLLEGE a New Hampshire State Chartered (Legislative) formed to transact business in New Hampshire on December 13, 1769. I further certify that it has paid the fees required by law and has not dissolved.

Business ID: **66740**

Certificate Number: **0005467361**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 15th day of November A.D. 2021.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/12/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marsh USA Inc. 1717 Arch Street Philadelphia, PA 19103-2797  J09254-DART-GAWUP-21-22	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Pinnacle Consortium of Higher Ed VT RRRG</td> <td>11980</td> </tr> <tr> <td>INSURER B : Safety National Casualty Corporation</td> <td>15105</td> </tr> <tr> <td>INSURER C : Genesis Insurance Company</td> <td>38962</td> </tr> <tr> <td>INSURER D : N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER E : N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER F : N/A</td> <td>N/A</td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Pinnacle Consortium of Higher Ed VT RRRG	11980	INSURER B : Safety National Casualty Corporation	15105	INSURER C : Genesis Insurance Company	38962	INSURER D : N/A	N/A	INSURER E : N/A	N/A	INSURER F : N/A
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<b>INSURED</b> TRUSTEES OF DARTMOUTH COLLEGE 6012 NORTH FAIRBANKS 8 CEMETERY LANE HANOVER, NH 03755															

## COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			PCHE2021-03	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 3,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CA6675686 'SELF-INSURED FOR' 'PHYSICAL DAMAGE'	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____			YUB 301084N	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>PROFESSIONAL LIABILITY</b>			PCHE2021-03	07/01/2021	07/01/2022	EACH CLAIM \$ 3,000,000 AGGREGATE \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## EVIDENCE OF INSURANCE

Note: The umbrella liability policy # YUB301084N provides excess coverage over the professional liability policy # PCHE2021-03.

## CERTIFICATE HOLDER

NH Department of Environmental Services  
29 Hazen Drive  
PO Box 95  
Concord, NH 03301

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
of Marsh USA Inc.

Manashi Mukherjee

*Manashi Mukherjee*

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