



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



**Robert R. Scott, Commissioner**

November 30, 2022

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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 The Trustees of Dartmouth (Dartmouth) (VC #177157-B013), in the amount of \$46,656 to support the Environmental Health Program (EHP), effective upon Governor and Council approval through September 30, 2023. 100% Federal Funds.

Funding is available in the account as follows.

03-44-44-440010-7601-102-500731

Department of Environmental Services, PPG Carryover, Contracts for Program Services

FY 23  
\$ 46,656

**EXPLANATION**

NHDES requests approval to enter into a **SOLE SOURCE** Grant Agreement with Dartmouth because it has unique expertise in community outreach and engagement around environmental health concerns in NH. Through a previous contract with NHDES, Dartmouth developed the first set of training modules and resources that are a part a series designed to aid local leaders in response to community concerns related to environmental health. This contract will allow for the development of two additional modules and factsheets that will be part of an overall suite of resources. The team is uniquely positioned to perform this scope of work with its in-depth understanding of environmental health, environmental exposures, exposure reduction strategies, and with input gathered from stakeholders through the previous contract. The team at Dartmouth has extensive experience in working with state agencies in response to community concerns, giving them a unique understanding of challenges associated with response, as well as strategies to promote successful response and community engagement. Through this agreement, Dartmouth will work directly with the Environmental Health Program at NHDES.

Response to community concerns and efforts to reduce exposure rely on successful and effective partnership with trusted local community leaders, including town administration, elected officials, and local health officers. This contract will support the creation and implementation of a continuation of the

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training program previously developed, aimed at promoting meaningful involvement in response to environmental health concerns among local leaders.

With receipt of federal funds from the United States Environmental Protection Agency (EPA), the EHP program at NHDES is in a unique position to fund Dartmouth to create two additional modules and associated resources to build on the suite of modules created through a previous grant agreement.

The attached Grant Agreement provides for completion of project tasks.

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, content, and execution.

We respectfully request approval of this item.



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Robert R. Scott, Commissioner

**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 **09/30/2023**.
- 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: Additional Training and Resource Development for the Engagement of Local Leaders in Response to Community Environmental Health Concerns*

- 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: Karen Craver  
Address: NH Department of Env. Services  
29 Hazen Drive  
PO Box 95  
Concord, NH 03301  
Phone: 603-271-6865

**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: Karen Craver  
Address: NH Department of Env. Services  
29 Hazen Drive  
PO Box 95  
Concord, NH 03301  
Phone: 603-271-6865

**Campus Project Director**

Name: Megan Romano, MPH, PhD  
Address: Geisel School of Medicine at  
Dartmouth  
Department of Epidemiology  
One Medical Center Drive, HB 7927  
Lebanon, NH 03756  
Phone: 603-646-5495

F. Total State funds in the amount of \$46,656 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 the United States Environmental Protection Agency (EPA) Performance Partnership Grant (PPG) No. BG99127312, CFDA# 66.605. Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with this 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: Stephanie Morgan

Title: Senior Grants Associate, Office of Sponsored  
Projects

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

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

Name: Robert R. Scott

Title: Commissioner

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

 11/30/22

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

Name: Joshua Harrison

Title: Asst. Atty. General

Signature and Date:  12/13/22

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

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

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

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

## EXHIBIT A – SCOPE OF SERVICES

- A. Project Title:** Continued Training and Resource Development for the Engagement of Local Leaders in Response to Community Environmental Health Concerns
- B. Project Period:** The term of this SOW shall commence on the SOW Effective Date and shall continue until September 30, 2023, unless extended in accordance with the terms of the Agreement.
- C. Objectives:** Dartmouth staff will assist in the development of additional training and resources to promote the engagement of local leaders, including local health officers, town administration, and elected officials, in response to community concerns about environmental health, including those related to potential exposures associated with Superfund National Priority List (NPL) sites in New Hampshire. This continuation of a previously funded project will take a deeper dive of topics previously covered in considering environmental hazard exposure routes and exposure reduction.
- D. Scope of Work:** Dartmouth staff will collaborate with DES and will develop additional training and resources building upon the recently developed Environmental Health Guide, related trainings, and stakeholder feedback gathered during their development to promote additional engagement of local leaders, including local health officers, town administration, and elected officials, in response to community concerns about environmental health, including those related to potential exposures associated with National Priority List sites.

Stakeholders, including the NHDES Environmental Health Program (EHP) and other state partners, will be engaged in project development and implementation to ensure utility and usability of deliverables. Data previously gathered from stakeholders in the original funded project to develop training resources will also be considered.

The training and resources developed will complement the suite of trainings developed through a previous contract, allowing for deeper education related environmental health resources, exposure, and exposure reduction.

Dartmouth staff will be responsible for soliciting input and review from NHDES EHP team members through meetings and written communication, researching and assembling materials, developing training sessions, and producing resources, including written materials and recorded presentations/trainings.

The deliverables, including two recorded training modules and accompanying fact sheets, will be available to share with partners from other states to support their own efforts in response to environmental health concerns.

**E. Deliverables Schedule:**

<b>Deliverables</b>	<b>Timeline</b>
Development of training objectives	February-March 2023
Development of training and resources	April-June 2023
Stakeholder feedback	July 2023
Training & distribution of resources	August-September 2023
Training debrief	September 2023

**F. Budget: \$46,656**  
Salary \$31,418  
Fringe \$10,996  
IDC (10%) \$4,242

**EXHIBIT B – PAYMENT SCHEDULE**

- 1) The state shall pay the contractor an amount not to exceed \$46,656. Price limitation for the services provided by the contractor pursuant to Exhibit A Scope of Services.
- 2) This contract is funded with funds from a Grant to the State of New Hampshire from United States Environmental Protection Agency (EPA) Performance Partnership Grant (PPG) No. BG99127312, CFDA# 66.605.
- 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 9/30/2023. 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.

#### **EXHIBIT C – SPECIAL REQUIREMENTS**

Federal Funds paid under this agreement are from a Grant to the State of New Hampshire from the United States Environmental Protection Agency (EPA) Performance Partnership Grant (PPG) No. BG99127312, CFDA# 66.605. All applicable requirements regulations, provisions, terms and conditions of this Federal Grant Agreement are hereby adopted in full force and effect to comply with the terms of the Federal Funding Accountability and Transparency Act (FFATA). The Contractor shall comply with the terms of FFATA by providing NHDES with their Data Universal Numbering System (DUNS) number, and all applicable Executive Compensation Data information as required under the FFATA. The DUNS number is 04-102-7822.

# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, 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: 0005852704



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 29th day of August A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State

## 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)

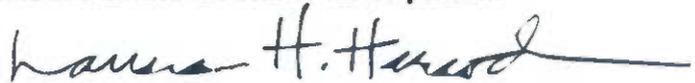
I further certify that said vote remains in full force and effect as of the date hereof and is not contrary to any provision of the Charter of said corporation.

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	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
Colleen Sullivan	Senior Grants Associate	September 1, 2022

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the corporation this 25th day of October, 2022.



Laura H. Hercod, Assistant Clerk  
Trustees of Dartmouth College



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/28/2022

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-22-23	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS:		<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b> TRUSTEES OF DARTMOUTH COLLEGE 6012 NORTH FAIRBANKS 8 CEMETERY LANE HANOVER, NH 03755	<b>INSURER A :</b> Pinnacle Consortium of Higher Ed VT RRRG		<b>NAIC #</b> 11980
	<b>INSURER B :</b> Safety National Casualty Corporation		15105
	<b>INSURER C :</b> Genesis Insurance Company		38962
	<b>INSURER D :</b> N/A		N/A
	<b>INSURER E :</b> N/A		N/A
	<b>INSURER F :</b> N/A		N/A

### 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 SUBR INSP WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <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:		PCHE2022-03	07/01/2022	07/01/2023	EACH OCCURRENCE	\$ 5,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 5,000,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 5,000,000
						GENERAL AGGREGATE	\$ 10,000,000
						PRODUCTS - COMP/OP AGG	\$ 5,000,000
							\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		CA6675686 'SELF-INSURED FOR' 'PHYSICAL DAMAGE'	07/01/2022	07/01/2023	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"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		YUB 3010840	07/01/2022	07/01/2023	EACH OCCURRENCE	\$ 5,000,000
						AGGREGATE	\$ 5,000,000
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A			PER STATUTE	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
A	PROFESSIONAL LIABILITY		PCHE2022-03	07/01/2022	07/01/2023	EACH CLAIM	5,000,000
						AGGREGATE	5,000,000

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 # YUB3010840 provides excess coverage over the professional liability policy # PCHE2022-03.

### 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*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/01/2022

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE	\$	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
							MED EXP (Any one person)	\$	
							PERSONAL & ADV INJURY	\$	
							GENERAL AGGREGATE	\$	
							PRODUCTS - COMP/OP AGG	\$	
								\$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$	
							BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
								\$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED: _____ RETENTION \$ _____						EACH OCCURRENCE	\$	
							AGGREGATE	\$	
								\$	
E	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A	N/A	6024204717 (AOS)	07/01/2022	07/01/2023	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER	
F				6024204720 (CA)	07/01/2022	07/01/2023	E.L. EACH ACCIDENT	\$	1,000,000
D				EWCO08364 (NH) "Below SIR Applies"	07/01/2021	07/01/2023	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
				SIR: \$1,000,000			E.L. DISEASE - POLICY LIMIT	\$	1,000,000

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

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

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AUTHORIZED REPRESENTATIVE  
 of Marsh USA Inc.

Manashi Mukherjee

*Manashi Mukherjee*

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