



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

Robert R. Scott, Commissioner

103



January 17, 2023

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 University of New Hampshire, Sponsored Program Administration (VC #315187-B083), Durham, NH, in the amount of \$75,000 to complete the Septic System Expert Panel project, effective upon Governor and Council approval through September 30, 2023. 100% Federal Funds.

Funding is available in the following account.

03-44-44-440010-7601-102-500731	<u>FY 2023</u>
Dept of Environmental Services, PPG Carryover, Contracts for Program Services	\$75,000

**EXPLANATION**

NHDES requests approval to enter into a **SOLE SOURCE** Cooperative Project Agreement with the Piscataqua Estuaries Regional Partnership (PREP) at the University of New Hampshire (UNH). UNH was selected for this project because PREP has unique expertise in conducting research in the State's estuaries and conducted a similar panel process for other water quality pollutant sources. As a regulatory-neutral entity, their non-biased technical expertise and collaboration will lead to a final report that can be used by NHDES, waterfront communities, and other watershed management stakeholders. The selection of the PREP team provides a consistent and respected approach to evaluate measures that will address nutrient reduction which will benefit the communities that surround the estuary.

The Septic System Expert Panel project facilitates and convenes a panel of state and regional regulators, experts in septic system technologies, and municipal and watershed group representatives to develop recommendations for advanced treatment technologies for septic systems to be considered for New Hampshire. This project will assist municipalities, residents, watershed groups, and state regulators by identifying advanced septic system treatment technologies relevant for New Hampshire. The expert panel facilitated by PREP will identify removal efficiencies and potential credits for suggested technologies, summarizing operations and maintenance requirements including estimated capital and long-term costs as well as expected useful life for each suggested technology.

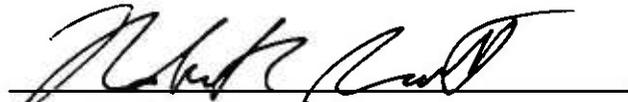
His Excellency, Governor Christopher T. Sununu  
and the Honorable Council

Page 2 of 2

Total project costs for this agreement are \$75,000. A budget breakdown is provided in the Cooperative Project Agreement.

In the event that other 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 your approval of this item.



---

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 **9/30/23**. 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: N.H. Department of Environmental Services Septic System Expert Panel**

- 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: Steve Couture  
Address: 29 Hazen Drive  
Concord, NH 03302-0095

Phone: 603-271-3503

**Campus Project Administrator**

Name: Lisa Scigliano  
Address: 51 College Road  
Durham, NH 03824

Phone: 603-862-0529

- 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: Steve Couture  
Address: 29 Hazen Drive  
Concord, NH 03302-0095

Phone: 603-271-3503

**Campus Project Director**

Name: Abigail Lyon  
Address: School of Marine Science &  
Ocean Engineering  
Nesmith Hall Room 134  
Durham, NH 03824

Phone: 603-862-3729

F. Total State funds in the amount of \$75,000 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 \_\_\_\_\_ % 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. **BG99127312** from **U.S. EPA** under CFDA# **66.05**. 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: Director, Sponsored Programs Administration

Signature and Date:

 12/14/22

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

Name: *Joshua Harrison*

Title: *Asst. Atty. General*

Signature and Date:

 1/20/23

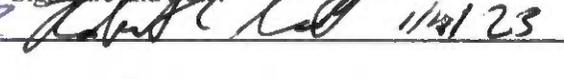
**By An Authorized Official of:**

**NH Department of Environmental Services**

Name: Robert R. Scott

Title: Commissioner

Signature and Date:

 11/21/23

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

Name:

Title:

Signature and Date:

## EXHIBIT A

- A. Project Title:** NH Department of Environmental Services - Septic System Expert Panel
- B. Project Period:** Upon Governor and Council approval date through 09/30/2023
- C. Objectives:** PREP staff will coordinate with the NH Department of Environmental Services and selected contractor to implement an expert panel to assist municipalities, residents, watershed groups, and state regulators in the Piscataqua Region Watershed in reducing nonpoint source pollution from septic systems by identifying advanced septic system treatment technologies relevant for New Hampshire. The selected contractor and expert panel will be charged with identifying removal efficiencies and potential credits suggested technologies (for retrofits and new installations), summarizing operations and maintenance requirements including estimated capital and long-term costs as well as expected useful life for each suggested technology, and developing a summary of regulatory and/or policy actions for the New Hampshire Department of Environmental Services for implementing suggested technologies.
- D. Scope of Work:** PREP and selected contractor will perform the following tasks to support the Septic System Expert Panel in 2023.

### 1. GRANT MANAGEMENT

PREP will manage all internal (at UNH) and external (with NH Department of Environmental Services) grant reporting and invoicing and serve as the liaison between NH Department of Environmental Services and selected contractor.

### 2. EXPERT PANEL

Selected contractor will lead development, implementation, and management of the expert panel process including the following tasks:

1. Complete a literature review of septic system technologies for advanced treatment of nitrogen and phosphorus.
2. Review, update, and/or develop (as necessary) an expert panel process and prepare project launch.
3. Convene and implement the expert panel process (may include convening an advisory group) to address the following:
  - a. Which technologies should be considered for use in New Hampshire (building off the literature review)
  - b. Summarize the operations and maintenance for each suggested technology including capital and long-term maintenance costs
  - c. Develop a summary of regulatory or policy actions for implementing suggested technologies
4. Finalize results
5. Develop and disseminate draft and final outreach materials
6. Deliver final report and outreach materials to PREP.

**E. Deliverables Schedule:** Reports Selected contractor (with support from PREP) will lead development and delivery of a final summary report by September 15, 2023. The final summary report will consist of recommendations related to the following:

- Summary of available septic system technologies for advanced treatment of nitrogen and phosphorus
- Narrowed list of septic system technologies that should be considered for use in New Hampshire

- Summary of operations and maintenance plans and costs for suggested technologies
- Recommendations for regulatory or policy actions for implementing the suggested technologies

**Deliverables:**

1. Literature review and project launch
2. Expert panel process
3. Final report development
4. Outreach materials development

Delivery of final products

**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 as shown below. State will pay Campus within 30 days of receipt of each invoice. Campus will submit its final invoice not later than 60 days after the Project Period end date.

Budget Items	Total Costs
Personnel	\$ 3,033
Fringe Benefits (35.7%)	\$ 1,083
Contractual	\$65,061
Total	\$69,177
F&A (20%)	\$ 5,823
Total Project Cost	\$75,000

**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**

<b>Budget Item</b>	<b>State Funding</b>	<b>Match</b>	<b>Total</b>
Salaries & Wages	\$3,033.00	\$0.00	\$3,033.00
Employee Fringe Benefits	\$1,083.00	\$0.00	\$1,083.00
Contractual	\$65,061.00	\$0.00	\$65,061.00
Supplies & Services	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Facilities & Administrative Costs	\$5,823.00	\$0.00	\$5,823.00
<b>Subtotals</b>	<b>\$75,000.00</b>	<b>\$0.00</b>	<b>\$75,000.00</b>
In-Kind Contribution	\$0.00	\$0.00	\$0.00
<b>Total Project Cost</b>	<b>\$75,000.00</b>	<b>\$0.00</b>	<b>\$75,000.00</b>