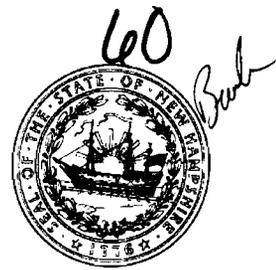




The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

March 25, 2014

Her Excellency, Governor Margaret Wood Hassan
and The Honorable Council
State House
Concord, NH 03301

Sole Source

REQUESTED ACTION

Authorize the Department of Environmental Services to enter into a **SOLE SOURCE** Cooperative Project Agreement with the University of New Hampshire (VC #177867-BO46) in the amount of \$2,500 to complete the project *Updating the Best Management Practices for Biosolids Applications*, effective upon Governor and Council approval through December 31, 2014. 100% Federal Funds.

Funding is available in the account as follows:

	<u>FY 2014</u>
03-44-44-442010-7602-072-500583	\$2,500
Dept. Environmental Services, Surface Water Quality PPG, Grants-Federal	

EXPLANATION

The University of New Hampshire Cooperative Extension (UNH CE) developed the current manual governing nutrient management from biosolids applications, *Best Management Practices: Biosolids*, published in 1995. As the manual is nearly 20 years old, it needs to be updated. Specifically, the manual does not address phosphorus and soil pH, which are critical in determining the impact of landspreading on water quality. The updated manual will better reflect current research findings on nutrient movement in the landscape. This work is a specific action item in the state Nonpoint Source Management Plan and is included in DES' FY 2014 work plan for Performance Partnership Grant funds from the US Environmental Protection Agency. This cooperative project agreement is **sole source** because UNH CE is the author of the "Best Management Practices for Biosolids Applications" manual, and as such is the only entity that could update it to reflect current UNH CE recommendations with respect to phosphorus.

A budget breakdown is provided in Exhibit A. 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.

Thomas S. Burack
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

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 **12/31/14**. 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: Updating Best Management Practices for Biosolids Applications

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: Eric Williams
Address: NH DES
29 Hazen Dr.
Concord, NH 03302
Phone: 603-271-2358

Campus Project Administrator

Name: Dianne Hall
Address: University of New Hampshire
Sponsored Programs Administration
51 College Rd. Rm 116
Durham, NH 03824
Phone: 603-862-1942

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: Eric Williams
Address: NH DES
29 Hazen Dr.
Concord, NH 03302
Phone: 603-271-2358

Campus Project Director

Name: Carl Majewski
Address: UNH Cooperative Extension
Taylor Hall, College Rd.
Durham, NH 03824
Phone: 603-352-4550

F. Total State funds in the amount of \$2,500 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 % 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. **BG99127310** from **U.S. Environmental Protection Agency** 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: [Signature] 3/11/14

By An Authorized Official of:
Department of Environmental Services
Name: Thomas S. Burrack
Title: Commissioner
Signature and Date: [Signature] 3/27/2014

By An Authorized Official of: the New
Hampshire Office of the Attorney General
Name: Eva Melholt
Title: AA
Signature and Date: [Signature] 3-31-14

By An Authorized Official of: the New
Hampshire Governor & Executive Council
Name: _____
Title: _____
Signature and Date: _____

EXHIBIT A

- A. Project Title:** Updating Best Management Practices for Biosolids Applications
- B. Project Period:** March 1, 2014 - Dec 31, 2014
- C. Objectives:** To update current recommendations for biosolids applications to agricultural land to better reflect current research findings on nutrient movement in the landscape
- D. Scope of Work:** - Amend the Site and Soils section to include a discussion of soil phosphorus dynamics and environmental risks that arise from excess phosphorus
- Amend the BMP's Monitoring Plan section to include specific practices for monitoring soil phosphorus
- Revise the Nutrient Management Worksheet to include calculations to determine application rate based on biosolids' phosphorus content, soil test phosphorus, and soil phosphorus index.
- E. Deliverables Schedule:**
- Amend the Site and Soils section to include a discussion of soil phosphorus dynamics and environmental risks that arise from excess phosphorus
- Amend the BMP's Monitoring Plan section to include specific practices for monitoring soil phosphorus
- Revise the Nutrient Management Worksheet to include calculations to determine application rate based on biosolids' phosphorus content, soil test phosphorus, and soil phosphorus index.
- F. Budget and Invoicing Instructions:** Campus will submit its first invoice on regular Campus invoice form for \$1,250 at the time of G&C project approval. State will pay Campus within 30 days of receipt of invoice. Second invoice for \$1,250 will be submitted within 30 days of project period end date. State will pay Campus within 30 days of receipt of invoice and final deliverable.

Budget Items	State Funding	Cost Sharing	Total
1. Salaries & Wages	1,356	0	1,356
2. Employee Fringe Benefits	628	0	628
3. Travel	0	0	0
4. Supplies and Services	0	0	0
5. Equipment	0	0	0
6. Facilities & Admin Costs	516	0	516
Subtotals	2,500	0	2,500
Total Project Costs:			2,500

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 .