



The State of New Hampshire OCT 20 '20 PM 2:06 DAS
Department of Environmental Services



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Robert R. Scott, Commissioner

September 28, 2020

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

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to enter into a **SOLE SOURCE, RETROACTIVE** Agreement with the U.S. Geological Survey (USGS), Pembroke, NH, (VC # 175772), in the amount of \$11,750.00, for the operation of a streamflow gage on the Sugar River, effective as of July 1, 2020 through June 30, 2021, upon Governor & Council approval. 100% Sugar River Project Funds.

Funding is available in the account as follows.

	<u>FY 2021</u>
03-44-44-442010-3824-102-500731	\$11,750.00
Dept. of Environmental Services, Sugar River Project, Contracts for Program Services	

EXPLANATION

Under the Agreement, USGS will operate and maintain a streamflow gage on the Sugar River for FY 2021. This Agreement is **sole source** because USGS is the only provider that operates the Streamflow Gaging Program in New Hampshire. The Agreement is **retroactive** because the Agreement was not issued by the USGS until July 21, 2020 after funding issues were resolved.

Under RSA 482:85, DES shall cooperate with the USGS in the establishment and maintenance of stream flow gauging stations on streams in this state. Pursuant to this statute, the USGS operates and maintains gaging stations throughout New Hampshire, with funding from DES, and collects and publishes data on the flows in rivers and streams in the state. The data are used by numerous state and federal programs as well as municipalities and private industry. The data support emergency response, flood control and water management, planning activities, permitting, and hydraulic structure design.

Under this agreement the USGS will operate a streamgage on the Sugar River, downstream of DES's Sunapee Lake Dam. The streamgage will provide real-time streamflow measurements that DES needs to improve the management of releases from the dam, reduce the extent of flooding downstream, optimize the releases made for the generation of power at downstream hydropower plants who pay the Water User Fees to support the project, and maintain Lake Sunapee at levels that enhance this important recreational resource while reducing the risk of flooding of shoreline properties. The real-time data will also be used to

continuously recalibrate the flood-forecasting computer model that DES has developed for the Sunapee Lake/Sugar River watershed.

This Agreement has been approved by the Department of Justice as to form, content and execution.

We respectfully request your approval.

A handwritten signature in black ink, appearing to read "Robert R. Scott", written over a horizontal line.

Robert R. Scott
Commissioner



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
New England Water Science Center
331 Commerce Way
Pembroke, New Hampshire 03275

July 21, 2020

Mr. James Gallagher, Jr.
Chief Engineer
New Hampshire Department of Environmental Services
NH DES, Water Division 29 Hazen Drive
Concord, NH 03302

Dear Mr. Gallagher,

Enclosed are two signed originals of our standard joint-funding agreement for the operation and maintenance of one streamflow gaging station 01152010-Sugar River .2mi below NH11, at Sunapee, New Hampshire, during the period July 1, 2020 through June 30, 2021 in the amount of \$11,750 from your agency. Please sign and return one fully-executed original to Amanda Arsenault 196 Whitten Road, Augusta, ME 04330.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **July 1, 2020**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Richard Kiah by phone number (603) 226-7819 or email rkiah@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Amanda Arsenault at phone number (207) 626-6617 or email at aluszczk@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

Richard Kiah

Richard Kiah
Supervisory Hydrologic Technician

Enclosure
20LGJFANH000012 (2)

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 600000093
Agreement #: 20LGJFANH000012
Project #:
TIN #: 02-6000618

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the July 1, 2020, by the U.S. GEOLOGICAL SURVEY, New England Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the New Hampshire Department of Environmental Services party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation the operation and maintenance of one streamflow gaging station, 01152010 Sugar River .2mi below NH11, at Sunapee, New Hampshire, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$0 by the party of the first part during the period
July 1, 2020 to June 30, 2021
- (b) \$11,750 by the party of the second part during the period
July 1, 2020 to June 30, 2021
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices>).

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000000093
Agreement #: 20LGJFANH000012
Project #:
TIN #: 02-6000618

9. Billing for this agreement will be rendered quarterly. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Richard Kiah
Supervisory Hydrologic Technician
Address: 331 Commerce Way Suite #2
Pembroke, NH 03275-3718
Telephone: (603) 226-7819
Fax: (603) 226-7894
Email: rkiah@usgs.gov

Customer Technical Point of Contact

Name: James Gallagher, Jr.
Chief Engineer
Address: NH DES, Water Division 29 Hazen Drive
Concord, NH 03302
Telephone: (603) 271-3406
Fax: (603) 271-2982
Email: jgallagher@des.state.nh.us

USGS Billing Point of Contact

Name: Amanda Arsenault
Budget Analyst
Address: 196 Whitten Rd.
Augusta, ME 04330
Telephone: (207) 626-6617
Fax: (207) 622-8204
Email: aluszczk@usgs.gov

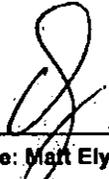
Customer Billing Point of Contact

Name: James Gallagher, Jr.
Chief Engineer
Address: NH DES, Water Division 29 Hazen Drive
Concord, NH 03302
Telephone: (603) 271-3406
Fax: (603) 271-2982
Email: jgallagher@des.state.nh.us

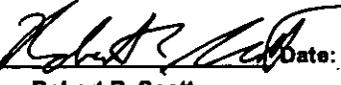
U.S. Geological Survey
United States
Department of Interior

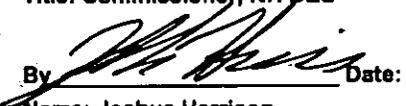
New Hampshire Department of Environmental
Services

Signature

By  Date: 10/06/2020
Name: Matt Ely acting for Johnathan Bumgarner
Title: Director, New England WSC

Signatures

By  Date: 10/7/20
Name: Robert R. Scott
Title: Commissioner, NH DES

By  Date: 10/7/2020
Name: Joshua Harrison
Title: Assistant Attorney General, NH DOJ

By _____ Date: _____
Name:
Title: