The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

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April 28, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to enter into a **SOLE SOURCE** Cooperative Project Agreement with Plymouth State University (PSU) Sponsored Programs Administration (VC # 315187-B021), Plymouth, NH, in the amount of $13,562 to validate and refine lidar-derived flowlines in headwater streams in White Mountain National Forest, effective upon Governor and Council approval through December 31, 2025. 100% Federal Funds.

Funding is available in the following account:

	FY2025
03-44-44-440010-9114-102-500731	$13,562

Dept. Environmental Services, Geology & Water Projects, Contracts for Program Services

EXPLANATION

This project will address an ongoing NHDES need, and with work to be undertaken in the southern White Mountains, the utilization of local experience and personnel is extremely beneficial and is aligned with an area of expertise at PSU. The Principal Investigator and her team at PSU have extensive expertise and experience in environmental, watershed, and earth science projects in the White Mountains region. Given these factors, combined with the fact that project work needs to be completed by December 31, 2025, it is in NHDES and the State's best interests to work directly with Plymouth State University, necessitating this **SOLE SOURCE** agreement.

In 2021, NHDES received a Good Neighbor Agreement grant award from the United States Forest Service, White Mountain National Forest (WMNF). The New Hampshire Geological Survey (NHGS) at NHDES has a long-standing relationship with WMNF centered around the digital hydrographic representation of rivers and streams on forest land as part of NHGS' historic responsibilities to maintain this dataset statewide. PSU also has a long-term relationship with WMNF because of similar shared technical interests and the close proximity of PSU to the Forest which creates a natural nexus for PSU faculty and students to conduct activities there. These relationships have been mutually beneficial, allowing updates and knowledge about the mapped presence of streams in the watersheds of the State to continue while maintaining strong relationships between the State, PSU and the WMNF.

NHDES has funds in its Good Neighbor Agreement to complete field verification of stream presence and condition in the Eastman Brook HUC-12 watershed within the WMNF. Given NHDES' current limited ability to hire summer field assistants to complete the work with its own forces, and PSU's ability to onboard students to conduct the field work required, this collaboration will allow this work to be completed. An accurate inventory of water resources is essential to all aspects of management of the State's streams, both on and off WMNF land. While a digital representation of the State's streams is available, and has been refined by the presence of streams shown

on lidar, which were previously unknown, field validation is required to know whether the existence of a stream is intermittent, perennial, or if a stream is present in the shown location. Thus, the deliverables for this project will include a refined and complete stream network dataset for the Eastman Brook HUC-12 watershed (primary); stream validation in other watersheds within WMNF as time and remaining resources allow; and a student produced summary of field findings, methods and recommendations for future efforts. PSU's work will provide a completed dataset regarding the accurate representation of streams in this area to, and in collaboration with NHGS, in fulfillment of NHDES' obligations under the Good Neighbor Agreement, while utilizing PSU's expertise and knowledge of the area.

This agreement has been approved as to form, substance, and execution by the Office of the Attorney General. In the event federal funds are no longer available, general funds will not be requested to support this program.

We respectfully request your approval of this item.

Robert R. Scott, Commissioner
NH Department of Environmental Services

COOPERATIVE PROJECT AGREEMENT
between the
STATE OF NEW HAMPSHIRE, **Department of Environmental Services**
and the
Plymouth State University 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 **Plymouth State University**, (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 **12/31/25**. 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: **Stream Model Field Validation**

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: Shane Csiki
Address: NH Dept of Environmental Services
29 Hazen Drive, PO Box 95
Concord, NH 03302-0095
Phone: 603-271-1975

Campus Project Administrator

Name: Gretchen Swain
Address: Sponsored Programs Administration
51 College Rd
Durham, NH 03824
Phone: 603-862-4865

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: Shane Csiki
Address: NH Dept of Environmental Services
29 Hazen Drive, PO Box 95
Concord, NH 03302-0095
Phone: 603-271-1975

Campus Project Director

Name: Lisa Doner
Address: Plymouth State University
Tourism/Environment/Sustainable Soci.
Boyd Science Center, MSC 48
Plymouth, NH 03264
Phone: 603-535-2245

Campus Authorized Official KJ
Date 4/28/25

F. Total State funds in the amount of **$13,562** 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. **21-GN-11092200-008** .from **Forest Service, White Mountain National Forest** under CFDA# **10.691**. 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 **Plymouth State University** and the State of New Hampshire, **NHDES** have executed this Project Agreement.

By An Authorized Official of:
University of New Hampshire
Name: Karen Jensen
Title: Director, Pre-Award Compliance
Signature and Date: Karen Jensen Digitally signed by Karen Jensen Date: 2025.04.28 13:24:07 -04'00'

By An Authorized Official of:
NH Dept. of Environmental Services
Name: Robert R. Scott
Title: Commissioner
Signature and Date: 4/25/25

By An Authorized Official of: the New Hampshire Office of the Attorney General
Name: Keely Lovato
Title: Attorney
Signature and Date: Keely Lovato 5/7/2026

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

Campus Authorized Official KJ
Date 4/28/25

EXHIBIT A

A. Project Title: Stream Model Field Validation

B. Project Period: Upon approval of Governor and Council through 12/31/2025

C. Objectives: Validate and refine lidar-derived flowlines in headwater streams of the Eastman Brook HUC-12 watershed, that builds upon efforts to improve the accuracy of hydrography data and develop reliable representations of forested stream networks.

D. Scope of Work: Campus, through utilization of students, will conduct field verification to determine stream permanence (perennial versus intermittment) using stream geomorphology, organic indicators, and climatic data. This will include the revisiting of sites previously classified as "Low" confidence resulting from non-ideal field conditions, and the collection of observational data and geotagged photos with ArcGIS Field Maps to refine stream classifications and enhance the precision of hydrographic mapping. The students will produce a summary of field findings, methods and recommendations for future efforts. The primary deliverable will be a refined and complete stream network dataset for the Eastman Brook HUC-12 watershed. As time allows during this project, contributions to the refinement of culvert data to allow for accurate hydro-enforcement of the Digital Elevation Model, flowline validation in other watersheds within the White Mountain National Forest, or woody material jam surveys may occur. Through the course of this project, a Geoscience Program Specialist at the State will be available to provide technical assistance to and with Campus, including initial field training, where and as needed. Additional work undertaken through this project beyond the Eastman Brook HUC-12 verifications, described herein, will be based on mutual agreement between Campus and State during the course of the project.

E. Deliverables Schedule: Elements of the Scope of Work will be executed and delivered during the project period based upon communications and in agreement with State.

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 75 days after the Project Period end date.

Budget Items	State Funding	Cost Sharing	Total
1. Salaries and Wages	$11,461	N/A	$11,461
2. Fringe Benefits	$934	N/A	$934
3. Travel	$1,167	N/A	$1,167
4. Equipment	$0	N/A	$0
5. Tuition	$0	N/A	$0
6. Supplies & Services	$0	N/A	$0
7. Facilities & Admin	$0	N/A	$0
Subtotals	$13,562	N/A	$13,562

Campus Authorized Official KJ
Date 4/28/25

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.**.

Campus Authorized Official KJ
Date 4/28/25