



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



**Robert R. Scott, Commissioner**

June 1, 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 August 1, 2019 through June 30, 2020, upon Governor & Council approval. 100% Sugar River Project Funds.

Funding is available in the account as follows.

	<u>FY 2020</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 2020. 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 May 20, 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

[www.des.nh.gov](http://www.des.nh.gov)

29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095  
 (603) 271-3503 • TDD Access: Relay NH 1-800-735-2964

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

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 #: 20LGJFANH000011  
Project #:  
TIN #: 02-6000618

Fixed Cost Agreement YES[ X ] NO[ ]

THIS AGREEMENT is entered into as of the July 1, 2019, 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 0.2mi 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) by the party of the first part during the period August 1, 2019 to June 30, 2020
- (b) \$11,750 by the party of the second part during the period August 1, 2019 to June 30, 2020
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of:  
  
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 #: 20LGJFANH000011  
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.  
Address: NH DES, Water Division 29 Hazen Drive  
Concord, NH 03302  
Telephone: (603) 271-3406  
Fax:  
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.  
Address: NH DES, Water Division 29 Hazen Drive  
Concord, NH 03302  
Telephone: (603) 271-3406  
Fax:  
Email: jgallagher@des.state.nh.us


U.S. Geological Survey  
United States  
Department of Interior


New Hampshire Department of Environmental  
Services

Signature

JOHNATHAN BUMGARNER  
By  Date: 05/20/2020  
Name: Johnathan Bumgarner  
Title: Director

Signatures

By  Date: 6-8-20  
Name: Robert R. Scott  
Title: Commissioner, NHDES

By  Date: 6/8/2020  
Name: Joshua Harrison  
Title: Assistant Attorney General, NH DOJ  
As to form, substance, and execution.

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title: