



The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

62

January 31, 2025

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

REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services (NHDES) to enter into a **SOLE-SOURCE** contract with New England Interstate Water Pollution Control Commission (NEIWPC) (VC# 162774 B001) of Lowell, Massachusetts in the total amount of \$50,000, to provide services for administering an Emerging Water Professional Internship Program in New Hampshire, effective upon Governor & Council approval through November 14, 2025. 100% CWSRF Loan Management Funds.

Funding is available in the following account:

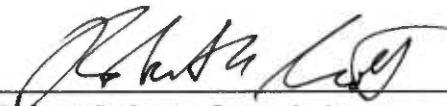
	<u>FY 2025</u>
03-44-44-441018-4788-102-500731	\$50,000
Dept. Environmental Services, CWSRF Loan Management, Contracts for Program Services	

EXPLANATION

NHDES requests approval of a **SOLE SOURCE** contract with NEIWPC to utilize an existing program NEIWPC developed and implemented in Massachusetts to develop and implement a similar program for NH. This contract is to provide services for administering NEIWPCs Emerging Water Professional Internship Program in New Hampshire. The attached documents outline the scope of work, overall project tasks, and the funding request of \$50,000 from NHDES.

This contract is necessary to assist New Hampshire in development of a program to grow the next generation of water professionals. Workforce development of water professionals has been a challenge in NH. As such NH requested that NEIWPC develop and implement a similar program in NH to its long-standing Massachusetts' Youth and the Environment Program (YEP).

We respectfully request your approval.


Robert R. Scott, Commissioner

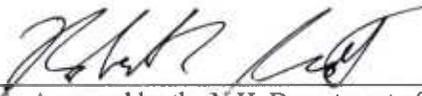
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

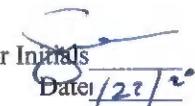
AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive Concord NH 03301	
1.3 Contractor Name NEW ENGLAND INTERSTATE WATER POLLUTION CONTROL COMMISSION		1.4 Contractor Address 650 Suffolk Street, Suite 410, Lowell MA 01854	
1.5 Contractor Phone Number 978-323-7929	1.6 Account Unit and Class 03-44-44-441018-4788- 102-500731	1.7 Completion Date 11/14/2025	1.8 Price Limitation \$50,000
1.9 Contracting Officer for State Agency Tracy Wood, Administrator		1.10 State Agency Telephone Number (603) 271-2001	
1.11 Contractor Signature  Date: 1/27/25		1.12 Name and Title of Contractor Signatory Susan J. Sullivan, Executive Director	
1.13 State Agency Signature  Date: 2/13/25		1.14 Name and Title of State Agency Signatory Robert Scott, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)			
By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)			
By: Keely Lovato Keely Lovato		On: 02/18/2025	
1.17 Approval by the Governor and Executive Council (if applicable)			
G&C Item number:		G&C Meeting Date:	

Contractor Initials

 Date: 1/27/25

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 (“State”), engages contractor identified in block 1.3 (“Contractor”) to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference (“Services”).

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 (“Effective Date”).

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State’s liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor’s order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor’s books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State’s point of contact pertaining to this Agreement.

Contractor Initials 
Date 1/27/25

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

26. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials 
Date 1/27/21

EXHIBIT A
SPECIAL PROVISIONS

Add the following new sections to the end of the General Provisions:

26. STANDARD OF CARE. The Contractor shall complete the services required hereunder in accordance with the prevailing standard of care by exercising the skill and ability ordinarily required of consultants performing the same or similar services, under the same or similar circumstances, in the State of New Hampshire.

27. ACCESS. The State shall arrange for reasonable access to and make all provisions for the Contractor to enter upon public and private property as required for the Contractor to perform services hereunder.

Contractor Initials 
Date 1/21/25

EXHIBIT B SCOPE OF SERVICES

Project Summary

NEIWPCC's Emerging Water Professional Internship Program is designed to introduce young adults to the ever-growing career opportunities in the water environment field. The program will achieve this by combining temporary employment with targeted wastewater training and hands-on experience. The program's objectives are to increase interns' understanding of wastewater concepts, introduce young adults to occupational opportunities in the wastewater industry, and address our communities' workforce needs. Through mentorship and an in-depth water industry understanding, the program aims to create the next generation of wastewater professionals that keep our communities and water clean and healthy.

Background Information

According to the United States Environmental Protection Agency, 30-50% of water professionals are expected to be eligible for retirement within the next five to ten years leaving a monumental gap in this essential line of workers. These shortages are most pronounced in smaller states like New Hampshire, where many communities are already struggling to fill vacancies. Along with facing aging workforce challenges, the overall water landscape is shifting with problems associated with contaminants like per- and polyfluoroalkyl substances (PFAS), changing climate stressing water infrastructure and aging infrastructure.

NEIWPCC's Youth and the Environment Program (YEP) began in Lowell, Massachusetts in 1990 and has run annually since. The program traditionally provides four to five local high school students from the Greater-Lowell area with a work-based learning experience hosted at the Lowell Regional Wastewater Utility over a six-week period. In 2019, NEIWPCC expanded YEP to Lawrence, Massachusetts, running concurrently with the long-established Lowell program. The Lawrence program included work at the Greater Lawrence Sanitary District with hands-on lessons and field trips with local and federal partners.

The work performed by the students at the utilities enhances participants' personal and professional development. The program also provides exposure to environmental issues and career opportunities through seminars and mentorship from plant staff. A Work-Based Learning Plan that includes training in routine lab analysis, plant operations, maintenance, engineering, and industrial inspections provides opportunities to build participants' technical skills. Past students were exposed to a variety of environmental topics via field trips and seminars that included:

- X-Cel Conservation Corps (wastewater workforce readiness program)
- Deer Island WWTP, Boston, Mass. (Boston Harbor Project)
- Dunlap Sanctuary/East Richardson Preserve, Dracut, MA (wetlands and aquatic resource protection)
- Andover Water Treatment Plant (drinking water treatment)

Contractor Initials

Date 1/21/23

NEIWPC

Emerging Water Professional Internship Program – Nashua, NH

Exhibit B – Scope of Services

Scope of Services

NEIWPC will employ two young adults to participate in the summer internship experience. This program is designed to provide them with hands-on learning, targeted training, industry exposure, professional skills, and the tools necessary to become a successful wastewater operator and achieve their Grade 1 Operator's License.

Internship will span 13 weeks beginning in June and concluding in August. Four days a week will be spent at the Nashua WWTF under the supervision of plant staff amounting to approximately 20 hours of work time. One five-hour day will be dedicated to training overseen by the NEIWPC supervisor. Participants will have the opportunity to explore other water treatment facilities, such as Deer Island, Lowell Regional Wastewater Utility, and Greater Lawrence Sanitary District.

Day-to-Day activities

- Aid in maintenance and operations
- Complete routine checklists in accordance with facility SOPs
- Shadow plant technicians
- Collect water samples and assist with laboratory analysis
- Connect with staff to learn more about industry needs

NEIWPC-Responsibilities-

- Create 13-week comprehensive curriculum designed for obtaining Wastewater Operator License
- Connect with NHWorks, Nashua Community College, and Nashua High School for program exposure and intern recruitment
- Hire program interns, provide guidance and support through internship duration
- Schedule supplementary trainings and workshops
- Provide networking and growth opportunities

Nashua WWTF Responsibilities

- Support job description development and hiring as needed
- Schedule interns on a rotating basis through departments contributing to comprehensive learning experience
- Ensure interns are properly supervised when performing strenuous tasks
- Facilitate mentorship and training with staff from all departments
- Communicate issues and opportunities to NEIWPC staff person

NHDES Responsibilities

- Contribute to development of NEIWPC-designed curriculum
- Provide specific training and program support to obtain wastewater operator license
- Provide operator license exam preparation

NEIWPCC

Emerging Water Professional Internship Program – Nashua, NH

Exhibit B – Scope of Services

NEIWPCC will be responsible for marketing the program and recruiting participants who are looking for a career in a technical trade. NEIWPCC will present the program at different vocational schools, community colleges, and maintain an online presence marketing the opportunity. Coordinating with Nashua community partners like Nashua High, NHWorks, City of Nashua, NHDES, and Nashua Community College, NEIWPCC will ensure the program is well advertised to recruit quality applicants. NEIWPCC is committed to attending community events such as job fairs and posting the positions through a variety of media.

In the spirit of workforce development, interns will perform outreach in Nashua to further public education regarding water workforce needs and general wastewater utility information. This can be done with existing WWTF’s outreach efforts or independently with NEIWPCC staff.

NEIWPCC staff will be responsible for providing NHDES with an annual report detailing project outcomes, summaries of daily activities, and training conducted in a “wrap-up” final report. NEIWPCC will provide oversight staff from an Environmental Analyst. NEIWPCC oversight will consist of regular communication with the facility to assess the program’s progress and interns’ activities and performance.

Curriculum:

Week 1- Orientation

Week 2- General math, biology, chemistry, and watershed overview

Week 3- Lab Procedures & Safety Guidelines & drinking water plant tour

Week 4- Collection systems

Week 5- Preliminary and Primary Treatment

Week 6- Secondary Treatment Part 1 & Deer Island Tour

Week 7- Secondary Treatment Part 2

Week 8- Solids Handling

Week 9- Disinfection & Resume Workshop

Week 10- Pumps & Mechanics

Week 11- Field Sampling Experience

Week 12- Final Review

Week 13- Practice Exam

Milestone/Activity	Expected Annual Timeline
Develop job description	January 2025
Post job on NEIWPCC website & social media	January – February 2025
Schedule presentations in community	Mid-February – March 2025
Attend Nashua community events	March 2025
Schedule interviews	April 2025
Notify candidates	Early to mid-May 2025

Contractor Initials

Date 1/21/25

NEIWPCC

Emerging Water Professional Internship Program – Nashua, NH

Exhibit B – Scope of Services

Onboard candidates	Third week of May 2025
Interns begin EWPIP	First week of June 2025
Trip to Deer Island	Second week of July 2025
Review for Operator License & program wrap up	Late August-Early September 2025
Summary report to NHDES	Late September 2025

Environmental Outputs

Successfully conduct 13-week technical hands-on internship experience to provide an in-depth understanding of the wastewater treatment process. Provide two interns with the knowledge and experience to successfully pass their Grade 1 Wastewater Operator License Exam.

Environmental Outcomes

Increased understanding by interns of water-related health and water infrastructure challenges as well as employment opportunities in the water industry. Increased opportunities for professional development and public engagement through networking, science and workforce communication at community events, and mentorship.

Personnel	\$30,284
Fringe	\$8,157
Travel	\$400
Supplies	\$2,703
Other	\$650
Total Direct	\$42,194
Indirect (18.5% of Total Direct)	\$7,806
Total Project	\$50,000
FTE	0.51

Detailed Budget Narrative

NEIWPCC intends to use grant funds to support personnel; fringe; travel; printing services; conference, workshop, and training course registration costs; and supplies for interns. Budgeted costs below reflect figures to execute the first program in the summer of 2025.

Personnel costs will cover two part-time interns and dedicated time from full-time staff. NEIWPCC uses standard budgeting rates for staff positions and does not provide actual, confidential salary information. Total personnel and fringe costs budgeted are \$30,284 and \$8,157, respectively.

The fringe rates for NEIWPCC full-time staff in Massachusetts and part-time staff in New Hampshire are 39.0% and 18.0%, respectively, as of the date of submission.

Contractor Initials 
Date 7/21/25

NEIWPCC
Emerging Water Professional Internship Program – Nashua, NH
Exhibit B – Scope of Services

Travel costs have been budgeted to support interns' participation in facility tours, attendance at relevant workshops, and in-person training events. Travel costs will also support full-time staff coordination with partners and supervision of interns. Total budgeted travel costs amount to \$400.

Supplies for interns and staff have been budgeted at \$2,703 to cover the cost of boots, apparel, and other equipment that may be required for safe and effective work, along with any necessary training course costs.

Other costs include \$650 for conference and meeting registration, intern recruitment, program advertisement, and printing and production.

NEIWPCC utilizes 2 CFR §200 to determine its indirect rate and submits the appropriate paperwork to EPA Headquarters. The rate is approved annually by the NEIWPCC Executive Committee and Commission and EPA Headquarters. The rate of 18.5% was used to calculate indirect costs. Total indirect costs budgeted are \$7,806. The total share requested from the New Hampshire Department of Environmental Services amounts to \$50,000.

NEIWPCC makes every effort to ensure that awarded grant funds are expended in a timely and efficient manner. Currently, funds are drawn down on a weekly basis to pay invoices that are being processed that week. Any funds for expenditures related to payroll or fringe benefits are drawn down at the end of each quarter. NEIWPCC staff work on multiple projects each pay period. Each quarter, NEIWPCC prepares a quarterly report for every grant and contract from which we receive funds. These quarterly reports are shared with the appropriate NEIWPCC grant program manager. The program manager uses these reports to track the rate of spending.

Resource Requirements
QA/QC Plan Required?
Total Program Cost:

0.51 FTE (1YR)
No
\$50,000 (1YR)

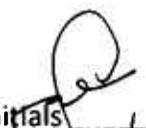
Contractor Initials 
Date 11/21/29

EXHIBIT C
AGREEMENT PRICE, METHOD, AND TERMS OF PAYMENT

1. PROGRAM COSTS AND REVIEW

- 1.1 Program Costs: As used in this Agreement, the term "program costs" shall mean all expenses directly or indirectly incurred by NEIWPC, heretofore referred to as the "Contractor", in the performance of the program activities, as determined by the New Hampshire Department of Environmental Services (NHDES) to be eligible and allowable for payment in accordance with this Agreement and scopes of services approved under the provisions of this Agreement. The total charges for all scopes of services agreed to under this Agreement shall not exceed \$50,000.
- 1.2 Advance Payment: As a Congressionally authorized interstate agency, the State acknowledges that the Contractor does not have funds to commence Services under this Agreement until the State provides an Advance Payment. As such, the State shall, no later than 30 days after the execution of the contract, advance the Contractor a total of thirty percent (30%) of the Price Limitation, or Fifteen Thousand Dollars (\$15,000). Thereafter, subsequent payment shall be made to the Contractor monthly, following the receipt of an invoice from the Contractor. Given that Advance Payment is necessary to begin Services, Advance Payment does not depend on the satisfactory completion of any program activities, contrary to paragraph 1.4 of Exhibit C.
- 1.3 Payment of Program Costs: Subject to the terms and conditions of this agreement, NHDES agrees to pay the Contractor all allowable program costs, provided, however, that in no event shall the total of all payments made by the NHDES pursuant to this Agreement exceed the amount of the contract price as set out in paragraph 1.8 of the General Provisions and that the program costs have been incurred prior to the completion date. Program costs may be paid if requested within 90 days after the completion date.
- 1.4 Payment of Reimbursable Program Costs: NHDES agrees to reimburse the Contractor for program costs, except that program costs may be retained until the NHDES determines that a particular program activity or portion of the program activity hereunder has been satisfactorily completed.
- 1.5 Conditions Precedent to Payment: Notwithstanding the foregoing provisions of this Section or anything to the contrary contained herein, it is understood and agreed that each payment shall be conditioned upon NHDES's determination that the project activities have been and are being performed in a satisfactory manner.
- 1.6 Review by NHDES; Disallowance of Costs: At any time during the performance of the program activities, and upon receipt of any interim work products, progress reports, final work products, or an audited financial report, NHDES may review all

Contractor Initials _____
Date 1/24/25 _____

program costs incurred by the Contractor and all payments made to date. Upon such review NHDES shall disallow any expense items which are not allowable or are determined to be in excess of actual expenditures and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If NHDES disallows costs for which payment has not yet been made, it shall refuse to pay such costs.

If payment has been made with respect to costs that are subsequently disallowed, NHDES may deduct the amount of disallowed costs from any future payments under this Agreement or require that the Contractor refund to the NHDES the amount of the disallowed costs.

2. PAYMENT PROCEDURE

NHDES shall pay to the Contractor the total reimbursable program costs in accordance with the following requirements and in accordance with the Contractor’s Table of Rates.

Reimbursement requests for program costs shall be made by the Contractor. Documentation of reimbursable and matching costs may include invoices for supplies, equipment, services, contractual services, and a report of personnel, travel, registration costs and indirect costs. For projects that demonstrate progress solely through the submission of interim progress reports, payments shall be made upon receipt, review and approval of the interim progress report and accompanying payment request form.

Invoices shall be sent to:
Tracy L. Wood, PE
Wastewater Engineering Bureau
New Hampshire Department of Environmental Services
29 Hazen Drive, PO Box 95
Concord NH 03302-0095
tracy.l.wood@des.nh.gov

Contractor Initials SW
Date 4/21/23



Wannalancit Mills
650 Suffolk Street
Suite 410
Lowell, MA 01854

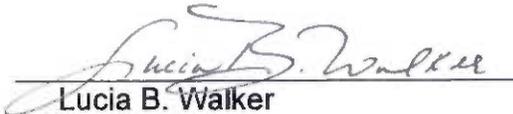
mail@neiwpc.org
www.neiwpc.org
p: 978-323-7929
f: 978-323-7919

CERTIFICATE OF AUTHORITY

I, Lucia B. Walker, the undersigned, do hereby certify that I am the Comptroller of the New England Interstate Water Pollution Control Commission (NEIW PCC), a 501(c)3 organization established by Act of Congress, and that the following resolution was duly adopted on December 21st, 2017, at a duly called and held meeting of the Executive Committee of said organization:

Resolved, that Susan Sullivan in her capacity as Executive Director of the New England Interstate Water Pollution Control Commission is hereby authorized to sign any and all contracts or amendments on behalf of the organization.

I do further certify that the above resolution has not been amended or revoked and is now in full force and effect.


Lucia B. Walker
Comptroller

Date: 01/22/2025



**WORKERS COMPENSATION AND EMPLOYERS LIABILITY
INSURANCE POLICY**



175 Berkeley Street Boston, MA 02116

AR

INFORMATION PAGE

Issued by **LM INSURANCE CORPORATION**

27243

Policy Number **WC5-31S-620769-035**
RENEWAL OF: **WC5-31S-620769-034**
 Account Number **1-620769**

Issuing Office **016C**
 Issue Date **12-12-24**
 Sub Account **0001**

1. Insured and Mailing Address
**NE INTERSTATE WATER POLLUTION CONTROL
 COMMISSION**

RISK ID 911985586

650 SUFFOLK ST STE 410

LOWELL, MA 01854

Status **45 - GOVERNMENT ENTITY**

Other workplaces not shown above: **SEE ITEM 4. PREMIUM - EXTENSION OF INFORMATION PAGE**

2. Policy Period: The policy period is from **01-17-2025** to **01-17-2026** 12:01 A.M. standard time at the Insured's mailing address.
3. Coverage
 - A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: **CT NH VT**
 - B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident	\$ 1,000,000	each accident
Bodily Injury by Disease	\$ 1,000,000	policy limit
Bodily Injury by Disease	\$ 1,000,000	each employee
 - C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:
REFER TO RESIDUAL MARKET LIMITED OTHER STATES INSURANCE ENDORSEMENT WC 00 03 26A
 - D. This policy includes these endorsements and schedules: **SEE EXTENSION OF INFORMATION PAGE**
4. Premium: The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications	Code Number	Premium Basis Total Estimated Annual Remuneration	Rate per \$100 of Remuneration	Estimated Annual Premium
See Extension of Information Page				
Minimum Premium	\$	342 (CT)	Total Estimated Annual Premium \$	5,486
Premium will be billed	ANNUAL			

Producer **0004-028450**
**ARTHUR J. GALLAGHER RISK MANAGEMENT
 SERVICES LLC**
223 W CENTRAL ST
NATICK MA 01760