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# State of New Hampshire

DEPARTMENT OF SAFETY  
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ASSISTANT COMMISSIONER

STEVEN R. LAVOIE  
ASSISTANT COMMISSIONER

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ROBERT L. QUINN  
COMMISSIONER

August 21, 2025

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

### REQUESTED ACTION

Authorize the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) to enter into a memorandum of understanding with the Department of Environmental Services, Water Division Dam Bureau (201164-B001), Concord, NH, in the amount of \$1,040,000.00 to complete engineering and designs for two dams considered to be high hazard. Effective upon Governor and Council approval through September 26, 2027. **100% Federal Funds.**

Funding is available in the SFY 2026 operating budget as follows:

02-23-23-236010-56300000	Dept. of Safety – HSEM – HHPD	
072-500574	Grants to Local Gov't - Federal	<u>SFY 2026</u>
Activity Code: 23HHPD 2024		\$1,040,000.00

### EXPLANATION

The purpose of this grant is for the Department of Environmental Services, Water Division Dam Bureau to complete topographic surveys and wetlands delineations; environmental and dam safety permitting, geotechnical investigation; development of drawings, specifications, engineering cost estimates and design report; and project management for the Newfound Lake Dam and Pittsfield Mill Dam. The grant listed above is funded by the Rehabilitation of High Hazard Potential Dam (HHPD) Grant Program, which was awarded to the Department of Safety, HSEM, from the Federal Emergency Management Agency (FEMA). HHPD provides funding to sub-recipients for cost-effective hazard mitigation activities that complement a comprehensive mitigation program. FEMA provides HHPD funds to states that, in turn, provide sub-grants or contracts for a variety of mitigation activities, such as planning and the implementation of projects identified through the evaluation of natural hazards.

HHPD is 65% Federally funded by FEMA with a 35% match requirement supplied by the sub-recipient. The sub-recipient acknowledges their match obligation as part of Exhibits A and B to the memorandum of understanding.

In the event that HHPD funds are no longer available, General Funds and/or Highway Funds will not be requested to support this program.

Respectfully submitted,

  
Robert L. Quinn  
Commissioner of Safety

# State of New Hampshire

## Interagency Memorandum of Understanding

(For use between an executive branch agency and another agency or branch of government of the State of New Hampshire)

Whereas, the Department of Safety, Division of Homeland Security and Emergency Management ["AGENCY 1"] is a duly constituted agency or branch of government of the State of New Hampshire;

Whereas, the Department of Environmental Services, Water Division Dam Bureau ["AGENCY 2"] is a duly constituted agency or branch of government of the State of New Hampshire;

Whereas, pursuant to RSA 21-P:36 [insert, for example, RSA or Chapter Law number] AGENCY 1 is responsible for:

Making expenditures from state or federal funds as are or may be made available for purposes of homeland security and emergency management.

Whereas, AGENCY 1 desires to:

Provide funding from the National Dam Safety Program - Rehabilitation of High Hazard Potential Dams (HHPD) grant to the Department of Environmental Services Dam Bureau to complete engineering & designs for two dams considered to be high hazard.

Whereas, pursuant to RSA 21-O:1 [insert, for example, RSA or Chapter Law number] AGENCY 2 is responsible for:

Water pollution control, water supply protection, regulation of waste disposal generally, and as it affects water quality, maintenance of state owned dams, inspection of dams, flood control, and air pollution control.

Whereas, AGENCY 2 desires to:

Complete topographic surveys and wetlands delineations; environmental and dam safety permitting; geotechnical investigation; development of drawings, specifications, engineering cost estimates and design report; and project management for the Newfound Lake Dam and Pittsfield Mill Dam. Contingency funding has also been allocated as a portion of this award.

NOW, THEREFORE, the parties enter into this Memorandum of Understanding to their mutual benefit, the benefit of the State and in furtherance of constitutional or statutory authority and objectives.

1. The Department of Safety, Division of Homeland Security and Emergency Management ["AGENCY 1"] agrees to [check all that apply]:

- A. Pay AGENCY 2 the amount of \$1,040,000.00 for the services described in the attached MOU Exhibit A, which is hereby incorporated by reference.

Execute the following if Box 1., A is checked: Payment shall be provided from [IDENTIFY FUND]:

National Dam Safety Program - Rehabilitation of High Hazard Potential Dams (HHPD) 2024  
funding, account unit 56300000

- B.** Perform the services described in the attached MOU Exhibit A, which is hereby incorporated by reference.

2. The Department of Environmental Services, Water Division Dam Bureau [AGENCY 2] agrees to *[check all that apply]*:

- A.** Pay *AGENCY 1* the amount of \$\_\_\_\_\_ for the services described in the attached MOU Exhibit A, which is hereby incorporated by reference.

*Execute the following if Box 2, A is checked:* Payment shall be provided from *[IDENTIFY FUND]*:

- B.** Perform the services described in the attached MOU Exhibit A, which is hereby incorporated by reference.

3. The method of payment and payment amount for the above-referenced services, if any is required, is described in the attached MOU Exhibit B, such exhibit being hereby incorporated by reference.
4. All obligations hereunder are contingent upon the availability and continued appropriation of funds. The agencies shall not be required to transfer funds from any other account in the event that funds are reduced or unavailable.
5. The Memorandum of Understanding is effective until September 26, 2027 *[DATE]*.
6. This Memorandum of Understanding may be amended by an instrument in writing signed by both parties. Either party may terminate this agreement by providing written notice to the other party at least 30 *[NUMBER]* days prior to termination.
7. The Parties agree that the obligations, agreements and promises made under this Memorandum of Understanding are not intended to be legally binding on the Parties and are not legally enforceable.
8. Disputes arising under this Memorandum of Understanding which cannot be resolved between the agencies shall be referred to the New Hampshire Department of Justice for review and resolution.
9. This Agreement shall be construed in accordance with the laws of the State of New Hampshire.

- 10. The parties hereto do not intend to benefit any third parties and this Memorandum of Understanding shall not be construed to confer any such benefit.
- 11. In the event any of the provisions of this Memorandum of Understanding are held to be contrary to any state or federal law, the remaining provisions of this Memorandum of Understanding will remain in full force and effect.
- 12. This Memorandum of Understanding, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Memorandum of Understanding and understandings between the parties, and supersedes all prior Memoranda of Understanding and understandings relating hereto.
- 13. Nothing herein shall be construed as a waiver of sovereign immunity, such immunity being hereby specifically preserved.

14. **FOR AGENCY 1** [Name of Agency]: Department of Safety, Division of Homeland Security and Emergency Management

Robert M. Baxton  
[Agency Head or Commissioner signature]

Date: 4 August 2025

ROBERT M. BAXTON  
[Agency Head or Commissioner name in print]

Amy L. Newbury  
Director of Administration Date: 8/18/25

15. **FOR AGENCY 2** [Name of Agency]: Department of Environmental Services, Water Division Dam Bureau

Robert R. Scott  
[Agency Head or Commissioner signature]

Date: 7/29/25

Robert R. Scott  
[Agency Head or Commissioner name in print]

**PLEASE NOTE**

- 1. MOU Exhibit A (MOU Terms) and, if applicable, MOU Exhibit B (Payment Terms) must be attached to this form.
- 2. This form is intended only for use with Interagency Memoranda of Understanding ("MOUs"). Please refer to the MOU 1 checklist and instructions when executing this document. For Interagency MOUs, Department of Justice review and execution is only required if the MOU involves an expenditure of funds in an amount which is equal to or greater than the approval threshold established by the Governor and Executive Council



**Exhibit A**

1. The Scope of Work for this project is to complete topographic surveys and wetlands delineations; environmental and dam safety permitting, geotechnical investigation; development of drawings, specifications, engineering cost estimates and design report; and project management for the Newfound Lake Dam (NH00137/NHDES #D031001) and the Pittsfield Mill Dam (NH00120/NHDES #D195011). Contingency funding has also been allocated as a portion of this award.
  - a. Any changes to the scope of work during the term of this agreement must be requested and approved in writing prior to the start of the proposed activity. Failure to obtain written approval in advance may result in the loss of funding.
2. Agency 2 agrees to comply with all applicable federal and state laws, rules, regulations, and requirements including the Notice of Award, Notice of Award Appendix, and the Record of Environmental Considerations.
  - a. No ground disturbance related activities shall commence until FEMA has issued a Record of Environmental Considerations.
3. Agency 2 must participate in an award meeting with Agency 1 within thirty (30) days of this agreement becoming effective.
4. Agency 1 agrees to provide financial assistance to Agency 2 in support of the Scope of Work listed above. The financial assistance provided by Agency 1 under this agreement requires a match contribution of 35% of the total project amount. The non-federal match will be provided in accordance with the match commitment letter on file which indicated to Agency 1 funds are available.
5. Agency 2 shall maintain financial records, supporting documents, and all other pertinent records for a period of three (3) years from the grant period end date. These records should include all documentation of the 35% cost share required by this grant.
6. Agency 2 agrees that the project grant period ends on September 26, 2027, and that a final performance and expenditure report will be sent to Agency 1 by October 26, 2027.

Agency 1: MAA  
Agency 2: Rma

Date: 7/15/15  
Date: 7/15/2015

**Exhibit B**

1. Agency 2 agrees the total payment by Agency 1 under this agreement shall be up to \$1,040,000.00.
  - a. Any changes to the budget during the term of this agreement must be requested and approved in prior to incurring costs associated with the proposed change. Failure to obtain prior written approval may result in costs being deemed unallowable and could jeopardize funding.
2. Agency 2 shall submit invoices to Agency 1 with supporting documentation, i.e., copies of purchase orders, vendor invoices, and/or cancelled checks. Upon review and approval of the invoices and supporting match documentation, Agency 1 will forward the funds to Agency 2. Agency 2 shall expend the grant funds within thirty (30) days and provide proof of this to Agency 1 within forty-five (45) days.
3. Agency 1 shall reimburse up to \$1,040,000.00 to Agency 2 upon Agency 1 receiving a reimbursement request with match documentation and appropriate backup documentation (i.e., copies of invoices, copies of canceled checks, and/or copies of accounting statements).
4. Agency 2 agrees to document \$560,000.00 in matching expenditures. All completed invoices must be sent to Agency 1 by October 26, 2027, thirty (30) days after the period of performance ends.
5. Grant Amount:

Cost Classifications	Sub-Applicant Share	Grant (Federal Share)	Cost Totals
Contractor(s)	\$560,000.00	\$1,040,000.00	\$1,600,000.00
Project Cost is 65% Federal Funds, 35% Applicant Share			
Awarding Agency: Federal Emergency Management Agency (FEMA)			
Award Title & #: National Dam Safety Program - Rehabilitation of High Hazard Potential Dams (HHPD) EMB-2024-GR-05006			
Assistance Listings Number: 97.041			
Applicant's Unique Entity Identifier (UEI): NG6PGJFQBML3			

Agency 1: ZMA  
 Agency 2: RMB

Date: 7/29/24  
 Date: 8/14/24



43°18'19.8"N 71°19'52.0"W



See photos

### Pittsfield Dam

5.0 ★★★★★ (4)

Historical landmark

Overview

Reviews



Directions



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Open 24 hours

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