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New Hampshire DOT
Department of Transportation

THE STATE OF NEW HAMPSHIRE

DEPARTMENT OF TRANSPORTATION

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FEB 11 2026

William Cass, P.E.
Commissioner

David Rodrigue, P.E.
Assistant Commissioner

Michelle L. Winters
Deputy Commissioner

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

Bureau of TSMO
January 27, 2026

REQUESTED ACTION

Authorize the Department of Transportation (NHDOT) and the Department of Safety (NHDOS) to enter into a Memorandum of Agreement for $500,000 to support the administration of the State of New Hampshire's Highway Truck Weight Safety program, effective upon Governor and Executive Council approval through September 30, 2030. 100% Federal Funds

Funding is available as follows for FY 2026, and is contingent upon the availability and continued appropriation of funds in FY 2027, FY2028, FY 2029 and FY 2030 with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified:

	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
04-96-96-962515-2945 Municipal Federal Aid 072-500576 Grants to Other State Agencies	$100,000	$100,000	$100,000	$100,000	$100,000

EXPLANATION

The purpose of this MOA is to identify all of the roles and responsibilities of NHDOS and NHDOT as they relate to the administration of the Highway Truck Weight Safety Program (HTWSP) funded by Federal Highway Administration (FHWA) through NHDOT to NHDOS. NHDOT is the direct recipient of HTWSP funding from FHWA, and NHDOT passes this funding through to NHDOS as the sub-recipient of funds.

The Highway Truck Weight Safety Program (HTWSP) has been authorized in the 2025-2034 NHDOT Ten Year Transportation Improvement Plan (TYP) utilizing FHWA funds. The HTWSP is designed to provide truck weight safety inspection and maintenance on New Hampshire interstate highways and all tiers of the New Hampshire roadway network.

NHDOS has been designated as the state agency responsible for administering the State of New Hampshire's Highway Truck Weight Safety Program as authorized by Title 23, United States Code

(USC) Sections 127, 141 and 315 and Title 23, Code of Federal Regulations (CFR), Part 657.

This agreement has been approved by the Attorney General's Office as to form, substance and execution.

We respectfully request your approval.

Sincerely,

William Cass P.E
NHDOT Commissioner

Attachments

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 Transportation ***"AGENCY 1"*** is a duly constituted agency or branch of government of the State of New Hampshire;

Whereas, the Department of Safety ***"AGENCY 2"*** is a duly constituted agency or branch of government of the State of New Hampshire;

Whereas, pursuant to America's Surface Transportation (FAST) Act of 2015 ***AGENCY 1*** is responsible for:

Overseeing the administration of the State of New Hampshire's Highway Truck Weight Safety Program.

Whereas, ***AGENCY 1*** desires to:

AGENCY 1 is the direct recipient of Highway Truck Weight Safety Program (HTWSP) funding from Federal Highway Administration, and **AGENCY 1** passes this funding through to **AGENCY 2** as the sub-recipient of the funds.

Whereas, pursuant to Title 23, United States Code (USC) Sections 127, 141 and 315 and Title 23, Code of Federal Regulations (CFR), Part 657 ***AGENCY 2*** is responsible for:

Administering the State of New Hampshire's Highway Truck Weight Safety Program.

Whereas, ***AGENCY 2*** desires to:

Use the HTWSP funds in accordance with all applicable Federal legislation and regulations.

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 Transportation ***[AGENCY 1]*** agrees to ***[check all that apply]***:

   [x] **A.** Pay ***AGENCY 2*** the amount up to $100,000.00 per year, up to five years, 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:
   04-96-96-962515-2945
   Municipal Federal Aid
   072-500576 Grants to Other State Agencies

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

2. The Department of Safety ***[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 30, 2030.

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 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: Department of Transportation***

William Cass — **12/22/2025**

[***Agency Head or Commissioner signature***] — Date

William J. Cass, P.E.

[***Agency Head or Commissioner name in print***]

15. ***FOR AGENCY 2: Department of Safety***

12/31/25

[***Agency Head or Commissioner signature***] — Date

Robert L. Quinn

[***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 in Chapter MOP 161 of the Department of Administrative Services Manual of Procedures.*

3. *If more than two agencies or branches are involved in the agreement, please include all information listed above for each agency or branch, identifying them as, for example, "Agency 3," "Agency 4," and so forth.*

4. *No changes may be made to the preprinted terms of this form without the approval of the Department of Justice.*

5. ***The Department of Justice and Governor and Council approvals appearing below are only required if this MOU is submitted to the Governor and Council for approval.***

Approved by the New Hampshire Department of Justice for form, substance, and execution:

By: _____. On: 1/23/26
Name of ~~Assistant~~ Attorney ~~General~~ Meaghan Jepsen Date

Approved by the Governor and Executive Council

By: _____. On: _____
Date

Exhibit A
Terms of the Agreement and Services to be Performed

This Memorandum of Understanding (MOU) is entered into by the New Hampshire Department of Safety, hereinafter referred to as NHDOS and the New Hampshire Department of Transportation, hereinafter referred to as NHDOT.

SECTION 1: PURPOSE

The purpose of this MOU is to identify all of the roles and responsibilities of NHDOS and NHDOT as they relate to the administration of the Highway Truck Weight Safety Program (HTWSP) funded by Federal Highway Administration (FHWA) through NHDOT to NHDOS.

SECTION 2: PROGRAM BACKGROUND

The Highway Truck Weight Safety Program (HTWSP) has been authorized in the 2024-2034 NHDOT Ten Year Transportation Improvement Plan (TYP) utilizing FHWA funds authorized under the Fixing America's Surface Transportation (FAST) Act of 2015. The HTWSP is designed to provide truck weight safety inspection and maintenance on New Hampshire interstate highways and all tiers of the New Hampshire roadway network.

SECTION 3: PROGRAM ADMINISTRATION

NHDOS has been designated as the state agency responsible for administering the State of New Hampshire's Highway Truck Weight Safety Program as authorized by Title 23, United States Code (USC) Sections 127, 141 and 315 and Title 23, Code of Federal Regulations (CFR), Part 657.

NHDOT is the direct recipient of HTWSP funding from FHWA, and NHDOT passes this funding through to NHDOS as the sub-recipient of funds.

As the sub-recipient of Federal-aid funds for the State of New Hampshire's HTWSP through NHDOT, NHDOS is accountable to both NHDOT and the FHWA for the proper use of the Federal funds.

As a sub-recipient of funds, NHDOS shall use its HTWSP funds in accordance with all applicable Federal legislation and regulations. NHDOS shall also follow all NHDOT Local Public Agency (LPA) processes and requirements (see link below), which are also reviewed and approved by FHWA.
https://www.nh.gov/dot/org/projectdevelopment/planning/documents/LPAManual.pdf

As the recipient of funds from FHWA, NHDOT shall be responsible to ensure proper compliance and oversight of the HTWSP funds by NHDOS. Therefore, all decisions regarding the use of HTWSP funds shall be made by NHDOS under the oversight of NHDOT. Any audit or Federal-aid review that determines non-participation of NHDOS expenditures will require that NHDOS be responsible for all pay back to FHWA through NHDOT.

SECTION 4: PROGRAM FUNDING

STIP/TIP

23 U.S.C. 134 and 135 requires FHWA-funded HTWSP projects to be included in the Statewide Transportation Improvement Program (STIP) and applicable Metropolitan Planning Organizations (MPOs) Transportation Improvement Plans (TIPs). NHDOS shall forward the approved annual Work Plan (how Federal funds will be used) for the HTWSP determined eligible for funding to NHDOT's Bureau of Transportation System, Management & Operations (TSMO) for incorporation into the STIP, and to applicable TIPs.

Unless the HTWSP project is determined to be regionally significant, it may be grouped and submitted as one line item to NHDOT for incorporation into the STIP, and to applicable MPOs for incorporation into their TIPs. If an HTWSP project is determined to be regionally significant by NHDOT and/or through the interagency consultation process, it must be listed individually within the STIP and any applicable TIP.

All modifications to the individual listing of projects or to the line item as listed in the STIP and appropriate TIPs shall be subject to Federal STIP requirements and subjected to the FHWA approved STIP Revision Procedures that are used to guide NHDOT STIP actions.

Obligation Limitation

The HTWSP is subject to the same annual obligation limitation as the remaining Federal-Aid Highway Program that NHDOT receives. Congress determines the annual obligation limitation through authorization legislation (FAST) or through annual appropriations acts. As specified in law, the FHWA allocates the annual obligation limitation to NHDOT.

NHDOT shall notify NHDOS, in writing, of the yearly apportionment when released by FHWA, as well as of any rescissions or adjustments to apportionment by FHWA. NHDOT, in consultation with NHDOS, shall determine the obligation limitation share that HTWSP funds shall receive for the upcoming Federal Fiscal Year so that NHDOS can plan for their program.

Funds Availability

Under 23 U.S.C. 118(b)(2), apportioned funds are available for obligation for five fiscal years: the current fiscal year plus four additional years. The funds are treated in a "first in, first out" manner; older year funds are obligated before newer year funds. Neither NHDOS nor NHDOT is required to fully use the HTWSP funds made available through Congress and FHWA if sufficient progress has not been made on existing funded projects.

Award Amount

NHDOT will provide funding in the amount of $100,000 in state fiscal year 2026, $100,000 in state fiscal year 2027, $100,000 in state fiscal 2028, $100,000 in state fiscal 2029 and $100,000 in state fiscal 2030 to NHDOS to support the administration of the State of New Hampshire's Highway Truck Weight Safety Program as authorized by Title 23, United States Code (USC) Sections 127, 141 and 315 and Title 23, Code of Federal Regulations (CFR), Part 657.

Reimbursements

Upon approval of this MOU, NHDOT shall reimburse up to $100,000 in state fiscal year 2026, $100,000 in state fiscal year 2026, $100,000 in state fiscal year 2027, $100,000 in state fiscal year 2028 and $100,000 in state fiscal year 2029 to NHDOS upon receiving appropriate documentation of expended funds from NHDOS. Supporting documentation shall include appropriate proof of cost and proof of payment (e.g., purchase orders, receipts, sign-in sheets, etc).

SECTION 5: AGENCY RESPONSIBILITIES UNDER THIS MOU

1. NHDOS shall manage the HTWSP in accordance with all applicable FHWA rules and regulations governing the use of FHWA funding, as well as in accordance with LPA requirements outlined under the most recent NHDOT LPA Manual sections 6–12 and sections 28-30. NHDOS will be responsible for:

    i. Develop program guidance that reflects the Federal HTWSP guidance and is approved by FHWA – NH Division. An approved copy of this Program guidance and any additional FHWA HTWSP guidance must be shared with NHDOT when it becomes available;

    ii. Conducting a competitive bid process for distribution of the HTWSP funds that is compliant with HTWSP and other Federal requirements;

    iii. If a competitive bid process will not be completed, submission of a Public Interest Finding (PIF) to FHWA NH Division for approval will be required prior to proceeding with procurement;

    iv. Reviewing and approving individual projects for compliance with HTWSP and other Federal requirements; and

    v. Ensure that acceptable supporting documentation is provided and maintained for expenditures for reimbursement through the HTWSP.

2. NHDOS shall undertake the following activities for HTWSP project and financial transactions through the NHDOT TSMO:

    i. Initiate project setup and definition, to include defining the project term and other related details. Sufficient detail must be provided so that NHDOT staff can update their Project Management System completely.

    ii. Request the obligation, de-obligation and/or re-obligation of project funds thru NHDOT TSMO for review and submission to the FHWA.

    iii. Request reimbursement monthly for the Federal share of allowable project work completed through NHDOT TSMO. Submit copies of all supporting documentation to NHDOT for review and approval by NHDOT along with the reimbursement request.

    iv. Work with NHDOT TSMO to ensure that completed projects are closed (final

voucher) within 90-days after completion of the project, in accordance with the current NHDOT and FHWA approved processes.

3. No more than two Term Projects are allowed to be open within FMIS at any one time. One project can be starting up as another is being completed and closed.

4. If required, coordinate all required reviews for the National Environmental Protection Act (NEPA) and submit all projects to the NHDOT Bureau of Environment for approvals, after consultation with the State Historical Preservation Office.

5. Meet annually or more as needed, with the NHDOT TSMO and the NHDOT Bureau of Finance and Contracts (F&C) about the program for billing reviews and other items if needed.

6. Maintain project files and further maintain expenditure support; documentation to include vendor contracts, procurement process, project ledgers and invoices. Such files shall be retained for a period of 3 years after final voucher.

7. NHDOS, as part of every project closeout process, shall utilize an internal auditor to verify that expenditures are allowable in accordance with FHWA guidelines. In the case that unallowable (non-participating) expenses are found through this audit or through a billing review initiated by NHDOT or FHWA, NHDOS shall be responsible for paying those funds back to NHDOT. Failure to do so will result in the current program being given a "Hold" or "Stop Work Order" until such funds are repaid. The auditor's report shall be forwarded to NHDOT TSMO with the request to close the project.

8. As the sub-recipient of Federal-aid funds for the State of New Hampshire's HTWSP, NHDOS is accountable to the NHDOT as the recipient for the use of the Federal funds.

<u>NHDOT shall undertake the following activities for the HTWSP:</u>

1. NHDOT TSMO shall process all initial project listings and projections through the NHDOT's Project Management System (Currently known as ProMIS) so that all projects will be included in the NHDOT's STIP and all appropriate MPO TIPs as part of the NHDOT's normal required processes.

2. NHDOT TSMO shall process all project setups and modifications through ProMIS, including but not limited to scope, schedule and budget and term end dates as provided to NHDOT from NHDOS.

3. NHDOT TSMO shall process all requests for obligation, de-obligation and/or re-obligation of project funds through ProMIS and NHDOT processes for review and submission to the FHWA.

4. NHDOT Bureau of Finance and Contracts (F&C) – Project Programming will program FMIS for obligation, de-obligation and/or re-obligation of project funds and other required project information.

5. NHDOT F&C shall process all of NHDOS's approved reimbursement requests of project work completed within State and Federal requirements through its Current Billing System (CBS). NHDOT F&C will direct the revenue received from FHWA through NHFIRST to a revenue account designated by NHDOS.

6. NHDOT F&C shall provide CBS and other financial system history when requested to document revenue activity for a project.

7. NHDOT TSMO shall work with NHDOS on STIP amendments and/or minor revisions, if necessary, for the HTWSP providing that any amendments and/or minor revisions do not negatively impact NHDOT projects.

8. As the recipient of Federal-aid funds for the State of New Hampshire, NHDOT is accountable to the FHWA for the proper use of the Federal funds.

SECTION 6: ADDITIONAL PROVISIONS OF AGREEMENT

Effective Date

This MOU shall be effective upon the signatures of NHDOS and NHDOT authorized officials and Governor and Council approval.

Amendments

Amendments to this MOU shall only be made in writing and shall be signed and dated by authorized officials from both NHDOS and NHDOT.

SECTION 7: PRINCIPAL CONTACTS FOR THIS MOU

NHDOS
Commander
Division of State Police Troop G
Highway Truck Weight Safety
33 Hazen Drive
Concord, NH 03301
Tel.: 603-223-8916

NHDOT
Administrator IV
Bureau of Transportation Systems,
Management and Operations
110 Smokey Bear Boulevard
Concord, NH 03301
Tel.: 603-271-6862

AUTHORIZED OFFICIALS

By signature below, the Commissioners certify that the individuals listed as the principal contacts in this document, or their duly appointed successors, are their representatives and are authorized to act in their respective areas for matters related to this agreement.

New Hampshire Department of Safety

By: _____ 12/31/25

Robert L. Quinn, Commissioner — Date

New Hampshire Department of Transportation

By: _____ 12/22/2025

William J. Cass, P.E, Commissioner — Date

Exhibit B
Payment Terms

STIP/TIP

23 U.S.C. 134 and 135 requires FHWA-funded HTWSP projects to be included in the Statewide Transportation Improvement Program (STIP) and applicable Metropolitan Planning Organizations (MPOs) Transportation Improvement Plans (TIPs). NHDOS shall forward the approved annual Work Plan (how Federal funds will be used) for the HTWSP determined eligible for funding to NHDOT's Bureau of Transportation System, Management & Operations (TSMO) for incorporation into the STIP, and to applicable TIPs.

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Award Amount

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Reimbursements

Upon approval of this MOA, NHDOT shall reimburse up to $100,000 in state fiscal year 2026, $100,000 in state fiscal year 2026, $100,000 in state fiscal year 2027, $100,000 in state fiscal year 2028 and $100,000 in state fiscal year 2029 to NHDOS upon receiving appropriate documentation of expended funds from NHDOS. Supporting documentation shall include appropriate proof of cost and proof of payment (e.g., purchase orders, receipts, sign-in sheets, etc).