



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner



73- 7/29/26

June 2, 2026

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 Memorandum of Agreement (MOA) with the Winnepesaukee River Basin Program (WRBP) Franklin, NH (VC #177894-B004) in an amount not to exceed \$90,000 for the development and implementation of an Asset Management Program for WRBP's wastewater system, effective upon Governor & Council approval through May 1, 2029. 100% Federal Funds.

Funding is available in the following account:

03-44-44-441018-5566-072-500574

Dept. Environmental Services, CWSRF BIL Administration, Grants-Federal

FY 2027

\$90,000

EXPLANATION

NHDES selected awardees for Clean Water Asset Management Grant Program from pre-applicants who submitted proposed projects to the Clean Water State Revolving Fund (CWSRF) loan program in June of 2025. This grant is funded with Clean Water Technical Assistance funds. See Attachment A for the list of applicants receiving these grants. There were seven applications and NHDES funded all requests.

The Winnepesaukee River Basin Program (WRBP) will use the grant funding to develop an Asset Management Program to be used as a complete community specific decision-making tool related to the assets of the wastewater treatment facility, collection system, and pump stations. Asset management enables communities to examine the need for each asset as well as the performance of the assets.

In the event federal funds become no longer available, general funds will not be requested to support this program. This Memorandum of Agreement (MOA) has been approved by the Attorney General's Office as to form, substance, and execution.

We respectfully request your approval of this item.

Robert R. Scott
Commissioner

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MEMORANDUM OF AGREEMENT
between the
NH DEPARTMENT OF ENVIRONMENTAL SERVICES
and the
NH DEPARTMENT OF ENVIRONMENTAL SERVICES WINNIPESAUKEE RIVER BASIN PROGRAM
(WRBP)

Title: Wastewater Asset Management Program

I. Purpose of the Agreement:

This Memorandum of Agreement (MOA) describes the award of grant funds to the New Hampshire Department of Environmental Services (NHDES) Winnepesaukee River Basin Program (WRBP) in the amount not to exceed \$90,000 for the development of an Asset Management Program for WRBP's wastewater system, effective upon Governor & Council approval through May 1, 2029.

NHDES selected awardees for Clean Water Asset Management Grant Program from pre-applicants who submitted proposed projects to the Clean Water State Revolving Fund (CWSRF) loan program in June of 2025. This grant is funded with Clean Water Technical Assistance funds.

II. Timeline of Agreement:

The MOA duration extends from the date of approval by Governor and Executive Council of the State of New Hampshire (Effective Date) through May 1, 2029, unless terminated by either party, or extended in writing by subsequent agreement of the parties and acceptance by Governor and Council.

III. Scope of Work:

In exchange for grant funds provided by the State of New Hampshire, acting through the Agency (hereinafter referred to as "the State"), the Grantee (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

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For the purpose of this MOA, NHDES and WRBP agree to cooperate as follows:

IV. NHDES:

The NHDES agrees to:

1. Provide WRBP with funding as described in Exhibit C.
2. Accept, review and approve disbursement requests on a monthly basis, as requested. Each invoice shall be accompanied by a summary of the work completed. All payments are subject to the approval of the NHDES Wastewater Engineering Bureau Grants Management Section Administrator or their designee. NHDES will review disbursement requests to determine that the costs covered by the requests are eligible under N.H. Code of Administrative Rules Env-Wq 504.02 through Env-Wq 504.04.
3. Meet with WRBP and the contracted consultant for the project, as needed, to review the status and progress of the project including project kick-off, periodic status and wrap-up meetings.
4. Review and comment on draft report documents.

V. Winnepesaukee River Basin Program:

The WRBP agrees to:

1. Submit disbursement requests to NHDES not more frequently than once per calendar month, and at least quarterly, for a total amount not to exceed \$90,000. Invoices shall include documentation of work associated with the funds being requested in accordance with Exhibit C. The first disbursement request shall be submitted within six months of the Effective Date of this MOA.
2. Adhere to the Standard Terms and Conditions and any special conditions of the federal grant for this project, including the cost principals and accounting requirements as referenced in said Standard Terms and Conditions. Said terms and conditions are incorporated in Exhibit A of this agreement.
3. Comply, and to require all of its contractors to comply, with all applicable state and federal requirements and applicable state and federal laws, including those specific requirements outlined in Exhibit A.
4. Assign appropriate WRBP staff to coordinate this project with NHDES.

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VI. Mutual Agreement of the Parties:

1. The parties will maintain communication via regular meetings between program staff to ensure collaboration on work is being conducted including a project kick-off meeting, periodic status meetings, and a project wrap-up meeting.
2. In the event that changes in either State or Federal laws or regulations occur which render performance of portions of this MOA illegal, void, impractical or impossible, those responsibilities shall be removed from this MOA but such removal shall not affect the other provisions and obligations contained within the remainder of this MOA.

VII. Data: Retention of Data; Access:

As used in this Agreement, the word "data" shall mean all 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, paper, and documents, all whether finished or unfinished.

VIII. Records and Accounts:

Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to terms in VIII, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee of these provisions.

IX. Conditional Nature of Agreement:

Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any

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payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

X. Amendments:

This agreement may only be amended by mutual, written agreement of both NHDES and WRBP with the approval of the Governor and Council.

XI. Event of Default: Remedies:

Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

Failure to perform the Project satisfactorily or on schedule; or

Failure to submit any report required hereunder; or

Failure to maintain, or permit access to, the records required hereunder; or

Failure to perform any of the other covenants and conditions of this Agreement.

Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions: Give the Grantee 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) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and Give the Grantee 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 Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

XII. Termination:

The termination of this Agreement for good cause by any one of the parties or for convenience if all parties agree, with provision for orderly termination of the project. Termination of this Agreement shall not occur until thirty (30) days after a "notice of termination" has been received by the other party. Said notice shall specify the cause for the termination.

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IN WITNESS WHEREOF, the respective parties have hereunto set their hands on the dates indicated.

Date 5/20/26

Sharon McMillin
Authorized Representative
Winnepesaukee River Basin Program

Date 6/5/26

Robert R. Scott
Robert R. Scott, Commissioner
NH Department of Environmental Services

Reviewed and approved as to form, substance, and execution:

Date 6/25/2026

[Signature]
Assistant Attorney General

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Date 5/20/26

EXHIBIT A
SPECIAL PROVISIONS

IIJA Supplemental CWSRF – FY 2024 STATE Clean Water SRF Grant

Federal Funds paid under this agreement are from Grants to the State from the U.S. Environmental Protection Agency, Clean Water State Revolving Fund Technical Assistance funds under CFDA #66.458. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant are hereby adopted in full force and effect to the relationship between this Department and the grantee.

FEDERAL FUNDING ACCOUNTABILITY and TRANSPARENCY ACT (FFATA). The Subrecipient shall comply with the terms of the FFATA by providing NHDES with their Unique Entity Identifier (UEI), and all applicable Executive Compensation Data information as required under the FFATA. On April 4, 2022, the unique entity identifier used across the federal government changed from the DUNS Number to the Unique Entity ID generated by SAM.gov.

SAM REGISTRATION: The Subrecipient must have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>).

GENERALLY ACCEPTED ACCOUNTING PROCEDURES: The Subrecipient, if a governmental entity, shall maintain project accounts in accordance with the Generally Accepted Accounting Principles (GAAP), including standards relating to the reporting of infrastructure assets as issued by the Governmental Accounting Standards Board (GASB). The full text of Governmental Accounting Reporting Standards is available through the GASB website at: <http://www.gasb.org>

RECORDKEEPING REQUIREMENTS: The Subrecipient must maintain records and financial documents for five years after all funds have been expended or returned to the State and/or Treasury. Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

Subrecipient must agree to provide or make available such records to the State and Treasury upon request, and to the Government Accountability Office ("GAO"), Treasury's Office of Inspector General ("OIG"), and their authorized representative in order to conduct audits or other investigations.

SINGLE AUDIT REQUIREMENTS: Recipients and subrecipients that expend more than \$1,000,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Recipients and subrecipients may also refer to the Office of Management and Budget (OMB) Compliance

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Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see example and single audit submissions.

CIVIL RIGHTS COMPLIANCE: The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply, and shall include in every contract or agreement funded with these funds this same requirement to comply, with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, NHDES may collect and review information from subrecipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients and subrecipients (see 28 CFR 42.406).

PERIOD OF PERFORMANCE: This agreement will commence upon approval of Governor and Council and the Project, including all reports required by this Agreement, shall be completed in its entirety prior to the completion date in Section II.

PROCUREMENT, SUSPENSION AND DEBARMENT: Recipients are responsible for ensuring that any procurement using SLFRF funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. The Uniform Guidance establishes in 2 CFR 200.319 that all procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320, which allows for non-competitive procurements only in circumstances where at least one of the conditions below is true: the item is below the micro-purchase threshold; the item is only available from a single source; the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; or after solicitation of a number of sources, competition is determined inadequate. Subrecipients must have and use documented procurement procedures that are consistent with the standards outlined in 2 CFR 200.317 through 2 CFR 200.320.

Subrecipient shall fully comply with Subpart C of 2 C.F.R. Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business With Other Persons," as implemented and supplemented by 2 C.F.R. Part 1532. subrecipient is responsible for ensuring that any lower tier

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covered transaction, as described in Subpart B of 2 C.F.R. Part 180, entitled "Covered Transactions," and 2 C.F.R. § 1532.220, includes a term or condition requiring compliance with 2 C.F.R. Part 180, Subpart C. subrecipient is responsible for further requiring the inclusion of a similar term and condition in any subsequent lower tier covered transactions. subrecipient acknowledges that failing to disclose the information required under 2 C.F.R. § 180.335 to NHDES may result in the delay or negation of this assistance agreement, or pursuance of administrative remedies, including suspension and debarment. Subrecipients may access the System for Award Management (SAM) exclusion list at <https://sam.gov/SAM/> to determine whether an entity or individual is presently excluded or disqualified.

By entering into this agreement, the subrecipient certifies that the subrecipient is not debarred or suspended. Furthermore, the subrecipient certifies that no part of this contract will be subcontracted to a debarred or suspended person or firm.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, subrecipients, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Recipients, Subrecipients, and borrowers also may not use federal funds to purchase:

- a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- b. Telecommunications or video surveillance services provided by such entities or using such equipment.
- c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

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Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

a. Obligating or expending funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:

- (1) Procure or obtain, extend or renew a contract to procure or obtain;
- (2) Enter into a contract (or extend or renew a contract) to procure; or
- (3) Obtain the equipment, services, or systems. Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management exclusion list which can be found at <https://www.sam.gov/SAM/pages/public/index.jsf>

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OTHER SPECIAL PROVISIONS

- A. In addition to the above special provisions, the following provisions as required by federal regulations apply to this Agreement:
1. **Changes to the Scope of Services** or reallocation of grant funds require NHDES approval in advance. Payments will be made based on submitted invoices. Work must be completed and request for reimbursement must be made by the completion date listed on the grant agreement (section 1.6).
 2. **Allowable costs.** All costs charged to this Agreement shall be eligible, necessary, and reasonable for performing the tasks outlined in the approved project scope of services. The costs, including match, shall be incurred during the period of performance of the project, and shall be allowable, meaning that the costs must conform to specific federal requirements detailed in 2 CFR part 200 Subpart E.
 3. **Property Management.** The Contractor shall comply with the property management and procedures detailed in 2 CFR Part 200 Subpart D, if applicable.
 4. **Restrictions on Lobbying.** The Contractor shall comply with the terms of 15 CFR part 28 and 2 CFR Part 200 Subpart E which prohibit the use of federal Contract funds to influence (or attempt to influence) a federal employee and requires the submission of Standard Form LLL ("Disclosure of Lobbying Activities") if *non*federal funds have been used to influence (or attempt to influence) a federal employee.
 5. **Drug-Free Workplace.** The Contractor shall comply with the terms of 2 CFR part 1329 which require that as a condition of the Agreement, certification that they maintain a drug-free workplace. By signing and submitting the Agreement, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity associated with the Agreement.
 6. **Protection for Whistleblowers.** The Contractor shall comply with the terms of 41 U.S.C. §471 regarding Whistleblower protections. As described in 41 USC §471 "an employee of a contractor, subcontractor, grantee, or subgrantee or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant."

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EXHIBIT B
SCOPE OF SERVICES

The Winnepesaukee River Basin Program (WRBP) will use the Clean Water Grant Program to develop and implement an Asset Management Program (AMP) for the WRBP WW infrastructure in accordance with the State of New Hampshire Department of Environmental Services Wastewater Engineering Bureau Asset Management Program. The focus of the AMP will be to develop a complete community specific decision-making tool related to the assets of the wastewater treatment facility, collection system, and pump stations.

The Program will include the following core elements:

- Vision Statement and Stakeholder Group Identification
- Asset Inventory
- Level of Service Workshop
- Prioritization of Assets
- Life Cycle Cost Analysis
- Funding Strategy
- Implementation Plan
- Communication Plan
- Staff Training
- Wrap Up Presentation

Deliverables include the list below and will be submitted as DRAFT to NHDES and the community a minimum of 60 days prior to the wrap up presentation:

- A summary of key decision points made during the development of the AMP and other key information as described in the guidance document. The overall summary document will be the user manual developed for the community (community user manual) for their reference as they continue to use and expand on the AMP developed.
- Standard operating procedures (SOPs) including identification of specific staff positions that will be responsible for continuing use of the AMP.
- GIS files developed for the AMP (if applicable).

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EXHIBIT C
METHOD OF PAYMENT

The NHDES shall pay to the Grantee the total reimbursable program costs up to the Grant Limitation of \$90,000 in accordance with the following requirements:

Reimbursement requests for program costs shall be made no more than once per calendar month by the Grantee using the CWSRF Reimbursement form as supplied by the NHDES, which shall be completed and signed by the Grantee. The reimbursement form shall be accompanied by proper supporting documentation based upon direct costs. The Grantee will maintain adequate documentation to substantiate all Program related costs. All work shall be performed to the satisfaction of the NHDES before payment is made. NHDES shall reimburse up to 75% of the total Grant Limitation prior to the submission of Draft Deliverables to NHDES and the remaining 25% will be reimbursed upon NHDES Approval of Final Deliverables.

All work must be completed prior to the completion date (Section II) in this Memorandum of Agreement to be eligible for reimbursement.

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Attachment A
2025 CWSRF Grants – Asset Management Program

APPLICANT	PROJECT	Grant Amount to be Awarded
Kingston	Stormwater Asset Management Program	\$30,000
Ashland	Stormwater Asset Management Program	\$30,000
Middleton	Stormwater Asset Management Program	\$30,000
Winchester	Stormwater Asset Management Program	\$30,000
Windham	Stormwater Asset Management Program	\$30,000
Bristol	Wastewater Asset Management Program	\$60,000
WRBP	Wastewater Asset Management Program	\$90,000

