



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

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Thomas S. Burack, Commissioner

August 20, 2013

Her Excellency, Governor Margaret Wood Hassan
and The Honorable Council
State House
Concord, New Hampshire 03301

Sole Source

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to enter into a **SOLE SOURCE** Memorandum of Agreement (MOA) with the NH Department of Resources and Economic Development (DRED) (V# 177887) to perform specialty mowing services at State-owned flood control dams at a cost not to exceed \$6,200 effective upon Governor and Council approval through December 1, 2013. 100% Dam Maintenance Program Funds.

Funding is available in the account as follows:

	<u>FY 2014</u>
03-44-44-442010-3817-102-500731	\$6,200.00
Dept of Environmental Services, Dam Maintenance Program, Rents & Leases Other than State	

EXPLANATION

Under RSA 482:57, DES is responsible for the maintenance, repair and reconstruction of State-owned dams. As part of its annual maintenance, DES undertakes mowing of numerous flood control dams across the State after the end of bird nesting season in the late fall. Annual mowing of these dams is necessary to prevent the growth of woody vegetation on the dam embankment, which could threaten the safety of the dam. Areas of the dams to be mowed include steeply-sloped embankments and areas of soft ground. In years past, DES has rented a specialty AEBI mower that is designed for such conditions. In FY 2009 the monthly rental cost was \$7,300 for the machine only (no operator). The machine was operated by Dam Bureau personnel. Although this rental arrangement had worked in the past, in 2010 DES was made aware that DRED has an AEBI machine, which is used to mow the slopes at Cannon Mountain ski area but is idle during parts of the year. Collectively, DES and DRED determined that it was in the interest of both agencies and most cost-effective for the State for this equipment to be more fully utilized by performing the mowing needed at DES's flood control dams. Similar MOAs, approved by the Governor and Council in FY11 and FY13 to coordinate these mowing activities, resulted in a significant cost savings to the State of New Hampshire. To continue mowing the flood control dams to ensure their safety, at the least cost to the State of New Hampshire, and to provide fuller utilization of state-owned equipment, in which the State has already invested significant funds to acquire, are the justifications for this **SOLE SOURCE** MOA.

The attached MOA outlines the respective obligations of DES and DRED in completing the proposed mowing services. Under the MOA, DES agrees to provide DRED with financial support in an amount not to exceed \$6,200.00 for the upcoming mowing season. The work is to be completed by DRED no later than December 1, 2013. This MOA has been approved as to form, substance, and execution by the Office of the Attorney General.

We respectfully request your approval.

Thomas S. Burack, Commissioner



MEMORANDUM OF AGREEMENT

Between the NH Department of Environmental Services, Water Division (NHDES-WD) and the NH Department of Resources and Economic Development (NHDRED) for specialty mowing services at State-owned Flood Control Dams.

This Memorandum of Agreement (MOA) outlines the general responsibilities of NHDES-WD and NHDRED relative to providing mowing services, the proposed schedule for the work and the funding reimbursement by the NHDES-WD.

WHEREAS, the State of New Hampshire owns 20 Flood Control Dams and the NHDES-WD is responsible for their annual maintenance and capital repair,

NOW THEREFORE, in order to provide for the cost-effective annual mowing of the dam slopes and appurtenant areas, NHDRED will assist the NHDES-WD with mowing dam sites using their Aebi specialty mower operated by NHDRED personnel.

SCOPE OF SERVICES

Due to the need to leave endangered and threatened bird habitat undisturbed during the nesting season, mowing of the Flood Control sites does not commence until after August 31 of each year. The NHDES-WD staff will, in consultation with the NHDRED mower operator, determine areas to be mowed on a weekly basis. Given the size of the Flood Control sites, multiple mowers operate simultaneously until a given site is complete. As such, cooperation between the two agencies will occur on a daily basis and assistance will be available at all times should it be needed by NHDRED personnel.

NHDES-WD will supply any materials, labor and equipment necessary to move the Aebi mower from its base location at Cannon Mountain and from site to site if needed. NHDRED will be responsible for providing an operator, and any other items necessary for the mower to operate properly. It is understood that NHDRED will provide these services as it has available staff. NHDRED is under no obligation to provide a minimum amount of services under this Agreement.

FUNDING

The NHDES-WD will provide funding reimbursement from Account #03-44-44-442010-3817-102-500731 to the NHDRED for actual expenses incurred for labor, equipment, and materials plus appropriate overhead. The total cost for the work under this agreement shall not exceed \$6,200.

INVOICING

The NHDRED will provide the NHDES-WD with a detailed invoice listing the number of hours spent on each of the dam sites visited.

TERMINATION

Either party may terminate this agreement upon providing written notice to the other, thirty (30) days prior to termination. Upon termination, NHDRED will be paid for all work completed prior to termination.

DURATION

This agreement shall continue in effect until December 1, 2013, unless terminated earlier by either party, or extended in writing by subsequent agreement of the parties and acceptance by Governor and Council.

AGREEMENT

In WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective on the date the Governor and Council of the State of New Hampshire approve this Agreement.

**NH Department of
Environmental Services**

**NH Department of Resources
and Economic Development**

Thomas S. Burack
Thomas S. Burack
Commissioner

Jeffrey Rose
Jeffrey Rose
Commissioner

9/3/2013
Date

8/15/13
Date

Approved as to form, substance, and execution.

[Signature] 9-17-13
Department of Justice Date
