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THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

Bureau of Bridge Design
May 21, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Pursuant to RSA 228:39, authorize the Department of Transportation to enter into an Interstate Bridge Agreement with the State of Vermont to allow the Department to bill Vermont and for Vermont to bill the Department for costs associated with bridge maintenance work and minor preservation work performed on bridges over the Connecticut River, effective upon Governor and Executive Council approval for a period of 10 years. (Project costs will be shared by NH and by VT as outlined in the agreement).

EXPLANATION

The Department is required by RSA 228:39 to enter into an Agreement with an adjoining State, with the approval of Governor and Executive Council, before undertaking projects with that State. The purpose of this Agreement is to replace a previous 10-year agreement for maintenance work that expired July 14, 2014. The new Agreement reflects changes in bridge maintenance percentages due to bridges that have been replaced and has clarified some percentages based on field survey. The Agreement also includes minor preservation work in addition to maintenance work. With the exception of emergency work, written approval is required by Vermont or the Department before either party performs work. Major preservation, rehabilitation, and replacement projects will continue to have project specific Interstate Agreements.

The Agreement has been approved by the Attorney General as to form and execution. This Agreement does not involve commitment of funds other than in the event of emergency response. Copies of the fully-executed Agreement are on file at the Secretary of State's Office and the Department of Administrative Services and subsequent to Governor and Executive Council approval will be on file at the Department of Transportation.

It is respectfully requested that authority be given for this Interstate Agreement, as outlined above.

Sincerely,

Victoria F. Sheehan
Commissioner

Attachments

INTERSTATE BRIDGE MAINTENANCE AGREEMENT
between the states of
NEW HAMPSHIRE and VERMONT

THIS AGREEMENT made this _____ day of _____, 20__ by the State of Vermont, represented by its Agency of Transportation, hereinafter referred to as VTRANS, and the State of New Hampshire, represented by its Department of Transportation, hereinafter referred to as NHDOT.

WITNESSETH:

WHEREAS, there are numerous bridges over the Connecticut River which are jointly owned by VTRANS (or by local municipalities in Vermont) and by NHDOT (or by local municipalities in New Hampshire); and

WHEREAS, on occasion, NHDOT performs maintenance and minor preservation on these bridges, including work on the portion of the bridges owned by VTRANS (or by a Vermont municipality); and

WHEREAS, on occasion, VTRANS performs maintenance and preservation on these bridges, including work on the portion of the bridges owned by NHDOT (or by a New Hampshire Municipality); and

NOW, THEREFORE, NHDOT and VTRANS agree to the following regarding notification and reimbursement for such work:

1. Notice of Proposed work

NHDOT shall notify VTRANS through VTRANS Chief Engineer's Office of NHDOT's intent to perform maintenance or preservation work on any bridge where VTRANS or a Vermont municipality has responsibility for maintenance of the structure.

VTRANS shall notify NHDOT through NHDOT's Bridge Maintenance Office of VTRANS' intent to perform maintenance or preservation work on any bridge where NHDOT or a New Hampshire Municipality has responsibility for maintenance of the structure.

This notification shall be made at least thirty (30) days prior to the anticipated commencement of work and shall be accompanied by an estimate of each state's proportional share of the cost. The work shall not commence until the state proposing work has received approval, in writing, from the other state.

However, in the event of the need for emergency repairs, the state performing emergency work shall notify the other state as soon as practical of the work that was performed to alleviate the emergency situation.

2. Inspection of records

Each state shall have the right, at all reasonable times, to review all plans, contracts, documents, books, vouchers, and records pertaining to the work performed under this Agreement, including, but not limited to accounting and auditing records upon which the costs to either state are to be based.

3. Reimbursement of Proportional Share of Costs

Following completion and acceptance of the work, the state that did not perform work shall pay its proportional share of the repair costs and FHWA approved indirect cost rate based upon bills submitted by the state that has performed work. Billings shall be for actual work performed in each state, and shall be computed on the basis of the state line on each bridge as recorded in the Connecticut River Bridge Records maintained by each state (see Attachment A). Attachment A shall be revised when a new or replacement bridge is constructed, updating the percentages and referencing the bi-state agreement for that bridge.

4. Unanticipated Costs

Any costs that exceed the estimated proportional share of costs, as required in Paragraph 1, shall be approved by both states prior to the execution of work that would incur such costs. The state performing work must notify the other state, in writing, of any work that will result in

costs beyond the estimated proportional share. Such additional costs must be agreed to, in writing, before such work may commence.

5. Coordination with Municipalities

Each state shall be responsible for notification to, and approvals from, municipalities that own a portion of a bridge within either state on which work is to be performed.

6. Effective Date, Duration, and Termination

This Agreement, and all obligations of the parties hereunder, shall become effective on the date provided above, or the date of approval of this Agreement by the Governor and Council of the State of New Hampshire, whichever date is later. This Agreement shall remain in force for a period of ten (10) years beyond the effective date.

Upon failure of either party to perform any obligation under this Agreement, the other party may elect to terminate the Agreement upon thirty (30) days written notice. Both parties may elect to jointly terminate this Agreement, effective thirty (30) days after the decision to terminate or in such other period of time to which the parties agree. The execution of a new agreement between the parties regarding the maintenance and preservation of jointly owned bridges shall terminate the Agreement.

7. Contingent Agreement

This Agreement sets forth a cooperative understanding between NHDOT and VTRANS. The policy and financial obligations set forth in this Agreement are contingent upon ongoing policy support and subject to legislative appropriation.

STATE OF NEW HAMPSHIRE
Department of Transportation

STATE OF VERMONT
Agency of Transportation

By: [Signature]

By: [Signature]
Joe Flynn, Secretary

This AGREEMENT has been reviewed and is approved as to form and execution.

Date: 7/1/20

[Signature]
Office of Attorney General
State of New Hampshire

Date: Feb 9, 2020

[Signature]
Office of Attorney General
State of Vermont

This is to certify that the GOVERNOR AND EXECUTIVE COUNCIL of the State of New Hampshire on _____, 20____ approved this AGREEMENT as Item # _____.

Date: _____

ATTEST:

By: _____
Secretary of State of New Hampshire

ATTACHMENT "A"
NEW HAMPSHIRE - VERMONT CONNECTICUT RIVER BRIDGES
(SOUTH TO NORTH)

Conn. River Bridge #	TOWN	NH Bridge No.	Route	Overall Length (ft)	Maintenance/Preservation %	
					NH (%)	VT (%)
1	HINSDALE, NH - BRATTLEBORO, VT	042/044	NH 119	339	100	0
2	HINSDALE, NH - BRATTLEBORO, VT	041/040	NH 119	339	93	7
3	CHESTERFIELD, NH - BRATTLEBORO, VT	040/095	(Old) NH 9	440	91	9
3A	CHESTERFIELD, NH - BRATTLEBORO, VT	040/096	NH 9	442	95	5
4	WALPOLE, NH - WESTMINSTER, VT	132/062	NH 123	468	92	8
5	WALPOLE, NH - BELLOWS FALLS, VT (VILAS BRIDGE)	062/052	Bridge Street	230	91	9
6	WALPOLE, NH - BELLOWS FALLS, VT	058/043	NH 12	635	74	26
7	CHARLESTOWN, NH - SPRINGFIELD, VT	135/052	NH 11	500	100	0
8	CLAREMONT, NH - ASCUTNEY, VT	065/134	NH 12 & 103	678	87	13
9	CORNISH, NH - WINDSOR, VT	064/108	Toll Bridge Rd	450	96	4
10	LEBANON, NH - HARTFORD, VT	044/103	SR I-89	846	76	24
11	LEBANON, NH - HARTFORD, VT	044/104	NH I-89	847	76	24
12	LEBANON, NH - WHITE RIVER JUNCTION, VT	058/128	US 4	448	87	13
13	HANOVER, NH - NORWICH, VT (LEDYARD BRIDGE)	026/056	NH 10A	467	69	31
14	LYME, NH - THETFORD, VT	053/112	E Thetford Rd	469	86	14
15	ORFORD, NH - FAIRLEE, VT	062/124	NH 25A	432	80	20
16	PIERMONT, NH - BRADFORD, VT	032/103	NH 25	355	89	11
17	HAVERHILL, NH - NEWBURY, VT	099/149	Newbury Rd	493	82	18
18	HAVERHILL, NH - WELLS RIVER, VT	219/178	US 302	262	98	2
19	MONROE, NH - BARNET (MCINDOES), VT	081/106	McIndoes St	308	93	7
20	MONROE, NH - BARNET, VT	110/125	Barnet Street	392	78	22
20A	MONROE, NH - BARNET, VT	n/a	Barnet Street	124	n	100
21	LITTLETON, NH - WATERFORD, VT	104/136	SB I-93	668	65	35
22	LITTLETON, NH - WATERFORD, VT	105/135	NB I-93	670	65	35
23	LITTLETON, NH - WATERFORD, VT	109/134	NH 18	533	67	33
24	DALTON, NH - LUNENBURG, VT	089/130	Gilman Road	547	85	15
24A	DALTON, NH - LUNENBURG, VT	090/130	(Old) Gilman Rd	591	86	14
25	LANCASTER, NH - LUNENBURG, VT	039/105	Spur 135	266	91	9
26	LANCASTER, NH - GUILDHALL, VT	111/129	US 2	404	80	20
27	NORTHUMBERLAND, NH - GUILDHALL, VT	141/059	Guildhall Road	314	84	16
28	STRATFORD, NH - MAIDSTONE, VT	098/061	Hog Road	152	50	50
29	STRATFORD, NH - BLOOMFIELD, VT	029/206	Bridge Street	420	94	6
30	COLUMBIA, NH - LEMINGTON, VT	077/140	Columbia Bridge Road	146	82	18
31	COLEBROOK, NH - LEMINGTON, VT	039/107	NH 26	164	90	10
32	STEWARTSTOWN, NH - CANAAN, VT	028/146	Main Street	240	67	33
33	STEWARTSTOWN, NH - BEECHER FALLS, VT	054/163	Beecher Falls Rd	232	72	28

NOTES OF UNDERSTANDING:

- The percentages for maintenance/preservation are based on the overall length of each bridge
- The percentages are calculated and apply to maintenance and preservation only, including engineering
- Percentages for major preservation, rehabilitation or replacement will be established under separate agreements
- Replacement bridges or new bridges will have their percentages established at the time of construction and those percentages will be reflected in a revised Attachment "A" with a revision date and a note referencing the agreement
- STRATFORD, NH - MAIDSTONE, VT (bridge 28) - Maintenance responsibility for this bridge has been legislatively established at 50% for each state, rather than the actual percentage of ownership. This includes the 40 foot flanking span in Vermont
- MONROE, NH - BARNET, VT (bridges 20 & 20A) - This crossing consists of two trusses. The smaller westerly truss (124' in length) is owned by the Town of Barnet. The main span (392' in length) is jointly maintained by NH/DOT and the Town of Barnet as indicated above