



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner



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December 17, 2021

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

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to make **RETROACTIVE, UNENCUMBERED** payment of an invoice for \$1,872.89 from Safety Environmental Controls of Mass, Inc., Ward Hill, MA (VC #285629) for two gas monitoring meter(s) and a charger used daily as safety equipment by the Winnepesaukee River Basin Program. 100% WRBP Funds.

Funding is available in the account as follows:

	<u>FY22</u>
03-44-44-444010-13000000-030-500331	\$1,872.89
Dept. Environmental Services, Winnepesaukee River Basin, Equipment	

EXPLANATION

This request is for **RETROACTIVE** payment by the Winnepesaukee River Basin Program (WRBP) to Safety Environmental Controls of Mass, Inc. for the purchase of two RKI gas monitoring meters and one charger. These meters are life safety equipment that WRBP staff are required to use to enter hazardous areas and confined spaces to perform their duties. The meters are used for daily operations by the maintenance mechanics, electricians and wastewater treatment operators for hazardous confined space entry at the Franklin wastewater treatment facility (WWTF) and at more than 15 locations throughout the WRBP sewer system service area.

Recently, one gas monitoring meter was accidentally destroyed when it was dropped into the wastewater digestion tank at the Franklin WWTF and could not be recovered for repair or future use. Due to the critical safety function of these gas monitoring meters, staff immediately worked to replace the destroyed meter and also requested an additional meter and charger be purchased to ensure that, if this situation were to occur again or a meter failed in some other way, the WRBP would still have adequate gas monitoring meters available for daily use while waiting for the purchase of this necessary safety equipment.

A price quote was requested of Safety Environmental Controls of Mass, Inc. and a request for procurement approval was submitted by WRBP staff. The vendor then shipped the equipment to WRBP.

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When these items were received, WRBP administrative staff incorrectly assumed that a purchase order had been properly issued by State Purchasing. Since this process had not occurred, there was a circumvention of purchasing protocols. In order to correct this miscommunication, we are requesting approval to pay the vendor for the gas monitoring equipment that the WRBP has already received and deployed.

All of the WRBP's expenses are paid by the users of the system; there is no General Fund contribution to the WRBP budget.

We respectfully request your authorization to pay the attached invoice.

A handwritten signature in black ink, appearing to read "Robert R. Scott", written over a horizontal line.

Robert R. Scott, Commissioner

INVOICE

CUSTOMER COPY



Please Remit to:

Safety Environmental Control of Ma, Inc.
BILLING REMIT TO:
P.O. BOX 382
KEENE, NH 03431
Tel : 1-866-990-3101
Fax : 978-268-5062

Invoice Number: S-INV20993
Invoice Date: 10/15/21
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Bill NHDES - WATER DIVISION
To: PO BOX 95
CONCORD, NH 03302-0095

Ship WINNIPESAUKEE RIVER BASIN
To: NHDES - MAINTENANCE SECTION
202 WATER STREET
LACONIA, NH 03246

Ship Via UPS GROUND
Ship Date 10/15/21
Due Date 11/14/21
Terms NET 30 DAYS

Customer ID NHDE01
Cust. PO No. JAS2021
P.O. Date 10/14/21
Our Order No. SO-19031
SalesPerson Derek Kiowak

Table with 6 columns: Item/Description, Unit, Original Qty Ordered, Invoiced Quantity, Unit Price, Total Price. Rows include GX-2012, LEL/O2/H2S NO CHARGER, CHARGING STATION W/ AC ADAPTOR, and Freight/Service Charge.

RECEIVED

NOV 01 2021

DES ACCOUNTING

TERMS:

Payment of this invoice must be made within thirty (30) days. Interest shall accrue on any outstanding balances at a rate of 1.5% per month (18% annually) beginning on the 31st day after goods are shipped.

The Seller remains the owner of goods shipped herewith until payment in full of the amount set forth in this invoice and may take possession of such goods wherever located without further notice to purchaser if purchaser defaults on its payment obligations for more than sixty (60) days. In the event of purchaser's default of its payment obligations, purchaser shall be responsible for any and all costs associated with the Seller's payment collection efforts, recovery of goods, or other remedies, including reasonable attorney's fees incurred by the Seller.

WARRANTIES :

EXCEPT FOR MANUFACTURERS WARRANTIES, THE SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, CONDITION OR FITNESS OF THE GOODS FOR ANY PURPOSE. BUYER ACKNOWLEDGES IT HAS HAD THE OPPORTUNITY UPON RECEIPT OF THE GOODS TO INSPECT THE GOODS AND ACCEPTS THEM IN THEIR CURRENT CONDITION AS IS, ACCEPTING THE RISK OF PERFORMANCE OF SUCH GOODS, AND BUYER, NOT THE SELLER, SHALL BE RESPONSIBLE FOR THE COST OF ANY NECESSARY REPAIRS RELATED TO THE GOODS.

The parties agree that any and all disputes regarding the goods herein ordered or payment for the same shall be governed by the laws of the State of New Hampshire and that the Cheshire County Superior Court shall have the sole and exclusive jurisdiction over such any and all claims arising between the parties related to this order.

Summary table with 4 columns: Amount Subject to Sales Tax (0.00), Amount Exempt from Sales Tax (1,872.89), Subtotal (1,872.89), Invoice Discount (0.00), Tax (0.00), Total (1,872.89).