

138 MLC



State of New Hampshire

DEPARTMENT OF SAFETY
JAMES H. HAYES BLDG. 33 HAZEN DR.
CONCORD, N.H. 03305
(603) 271-2791

EDDIE EDWARDS
ASSISTANT COMMISSIONER

STEVEN R. LAVOIE
ASSISTANT COMMISSIONER

ROBERT L. QUINN
COMMISSIONER

October 3, 2023

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

REQUESTED ACTION

Authorize the Department of Safety(DOS,) Division of Motor Vehicles (DMV), to enter into a Memorandum of Agreement (MOA) with the Department of Transportation, (DOT) (VC# 312243-B001) in the amount of \$250,000.00 to reimburse a portion of the operating expenses at the Nashua DMV – EZ-Pass office located at 110 Broad Street in Nashua. Effective upon Governor and Council approval through December 31, 2028. 100% Agency Income (Cost of Collections).

Funding is available in the SFY2024 and SFY2025 operating budget and anticipated , SFY2026, SFY2027, SFY2028 and SFY2029 operating budgets and contingent upon availability and continued appropriations with the authority to adjust encumbrances between fiscal years through the Budget Office, if needed and justified.

02-23-23-233015-29260000 Dept. of Safety – DMV – Operations
022-500257 Rent/Lease Non-Office Equipment

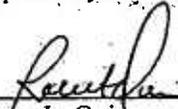
<u>SFY 2024</u>	<u>SFY 2025</u>	<u>SFY 2026</u>	<u>SFY 2027</u>	<u>SFY 2028</u>	<u>SFY 2029</u>
\$25,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$25,000.00

EXPLANATION

This MOA will continue to house the Nashua DMV Office located at the 110 Broad Street facility in Nashua owned by the Department of Transportation. The Division of Motor Vehicles is responsible for sixty percent (60%) of the operating costs including utilities, maintenance, snow removal and other building related expenses.

The 110 Broad Street facility, a former rest area and public transportation facility, was renovated during 2010 and 2011 to house the Division of Motor Vehicles Office and the EZ-Pass Office in Nashua. The Nashua DMV Office opened in July of 2011. Approval of this MOA will continue to provide the residents of the greater Nashua area with a DMV office.

Respectfully submitted,


Robert L. Quinn
Commissioner of Safety

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (the "Agreement") is made by and between The State of New Hampshire Department of Transportation, Bureau of Turnpikes, acting by and through its Commissioner, its successors and assigns forever, ("DOT"), and State of New Hampshire, Department of Safety, Division of Motor Vehicle acting by and through its Commissioner, its successors and assigns forever, ("DOS/DMV"), collectively, the "Parties," as authorized by the New Hampshire General Court.

WHEREAS, the New Hampshire Department of Transportation (DOT) is the owner of real property located off Exit 6 of the F. E. Everett Turnpike, in Nashua, New Hampshire known as 110 Broad Street, E-ZPass-DOS/DMV Office.

NOW, THEREFORE, in consideration of the foregoing premises and promises herein set forth, the DOT and DOS/DMV mutually agree to the following:

1. DOT agrees to reasonably maintain the property and building at 110 Broad Street in a manner that does not adversely affect the operation of the DOS/DMV. DOS/DMV agrees to reimburse DOT for sixty percent (60%) of the actual cost of common site summer and winter maintenance, and site utility costs, including, but not limited to the following:
 - Plowing, salting, sanding, and snow removal of the paved parking areas and sidewalks.
 - Landscaping, mowing, sweeping, trash and litter cleanup and removal including dumpster, and routine drainage maintenance.
 - Striping, pavement markings, pavement sealing, signage, and periodic pavement re-surfacing.
 - Parking lot lighting utility costs.
 - Building exterior maintenance including but not limited to painting, cleaning, walkways and parking lots.
 - Security alarm system cost.
 - Building Maintenance costs including but not limited to heating, air conditioning, plumbing, electrical and cleaning.
 - Building interior maintenance including but not limited to painting, floor maintenance and ceiling maintenance.
 - All common utility cost within the building except specific utilities which service DOT or DOS/DMV. These specific utility costs will be paid by the respective agency.
 - DOT will invoice these costs on a monthly basis to DOS/DMV, which will remit payment within 30 days of receipt of each invoice.
2. DOT agrees to consult with DOS/DMV in all future improvements or renovations to the extent that they may affect the DOS/DMV. DOS/DMV agrees to consult and gain approval with the DOT related to efforts of renovations by their own staff within their area. Any future improvements or renovations by the DOT that require funding by the DOS/DMV will require pre-approval prior to proceeding.
3. DOT has installed a gate to close off the DOS/DMV section of the building, at the close of each DOS/DMV business day, to keep individuals from entering the closed DOS/DMV section of the building. Maintenance of the gate is the responsibility of the DOT.
4. DOS/DMV has installed interior and exterior video cameras to capture the interior activities of the DOS/DMV portion of the building and to capture DOS/DMV training and testing activities in both of the exterior parking lots. Maintenance costs of the video cameras are the complete responsibility of the DOS/DMV. At the termination of the MOA the cameras will be removed by DOS/DMV. DOS/DMV will be responsible for any cosmetic repairs to the building due to the removal of the cameras.

This AGREEMENT, and all obligations of parties hereunder, shall become effective on January 1, 2024 or approval by the Governor and Executive Council through December 31, 2028.

DOT:
STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
BUREAU OF TURNPIKES

By: William J. Cass
William J. Cass, Commissioner

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

This instrument was acknowledged before me on September 21, 2023 by William J. Cass, as Commissioner of the Department of Transportation, for the State of New Hampshire.

Notary Public / Justice of the Peace
My Commission Expires: Feb. 08, 2028

Joyce A. Poirier
Joyce A. Poirier
Notary Public, State of New Hampshire
My Commission Expires Feb. 08, 2028

DOS/DMV
STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
DIVISION OF MOTOR VEHICLES

By: Robert L. Quinn
Robert L. Quinn, Commissioner

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

This instrument was acknowledged before me on _____, 2023 by Robert L. Quinn, as Commissioner of the Department of Safety, for the State of New Hampshire.

Notary Public / Justice of the Peace
My Commission Expires: _____

Approved by the Department of Justice as to form, substance and execution:

Approval Date: 10-25-23

Approved By: Jessica A. King, SPAG

Approved by the Governor and Executive Council:

Approval Date: _____

Approved By: _____

5. DOT has agreed to give temperature control of the HVAC system to the DOS/DMV through the DOS/DMV network. Costs associated with the temperature control item is the responsibility of the DOS/DMV. Any maintenance, repairs or replacements of the HVAC system is the responsibility of the DOT.
6. DOS/DMV shall be responsible to supply and program their personnel's door key known as "FOB" for the Security system. Any maintenance, repairs or replacements of the Security system is the responsibility of the DOT.
7. DOT primary point of contact for the operations and maintenance of the facility is Turnpike's Building and Grounds Engineer, Colby Powelson, email colby.e.powelson@dot.nh.gov and secondary Turnpike's CE V, Tony Weatherbee, email anthony.n.weatherbee@dot.nh.gov and Turnpike's Project Manager, Sam Newsom, email sam.b.newsom@dot.nh.gov telephone 603-485-3806. DOT point of contact for the MOA is Turnpike's Administrator, John Corcoran, email john.w.corcoran@dot.nh.gov. DOT will also provide a weekly contact list to the DOS/DMV and EZPass personnel of their Building Maintenance personnel assigned to the building to address any mechanical, electric, or other miscellaneous building concerns. DOS/DMV point of contact for the MOA is Thomas Kaempfer Assistant Director of Motor Vehicles, or his designee, telephone 603-227-4050, e-mail Thomas.d.kaempfer@dos.nh.gov.
8. The terms of this Agreement may be amended in writing, with consent of the Parties.
9. The terms of this Agreement shall be binding upon the successors and assigns of the Parties.
10. This Agreement shall remain in place through December 31, 2028, at which time it will be reviewed and renewed, upon consent of the Parties.
11. Notwithstanding the foregoing, either party may terminate this MOA in advance of the termination date herein upon providing one hundred eighty (180) calendar days prior written notice to the other party.