THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

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William Cass, P.E.
Commissioner

David Rodrigue, P.E.
Assistant Commissioner
Andre Briere, Colonel, USAF (RET)
Deputy Commissioner

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

Executive Office
August 26, 2024

REQUESTED ACTION

Authorize the Department of Transportation to enter into a Highway Maintenance Agreement with the Town of Colebrook to assume summer maintenance responsibilities for a portion of NH 145 (Park Street), effective upon Governor and Council approval.

EXPLANATION

The Town of Colebrook desires to construct a segment of sanitary sewer on a portion of NH Route 145, from approximately 540 feet north of Corliss Lane, northward 1,200 feet to the limit or work, that does not conform to the requirements of the New Hampshire Department of Transportation's Utilities Accommodation Manual's minimum depth of cover requirements. The Department is concerned with the potential long-term roadway and roadside maintenance issues with the proposed shallow sewer system shown on the design plans entitled "NH Route 145 Sewer Main Relocation" prepared by CMA Engineers, dated March 19, 2024. The minimum cover defined in the UAM is there to not only protect the utility but also to protect the structural integrity of the highway and minimize conflicts during future emergency or routine maintenance and construction operations

The Town of Colebrook desires to pursue the construction of the system along and under this Tier 4 highway in 2024 and is willing to take on summer maintenance obligations within the ROW, for the limit of work for the sewer project. The Department has entered into a Highway Maintenance Agreement with the Town of Colebrook to that effect, to continue for as long as the minimum standards are not met. The Department of Transportation will remain responsible for winter maintenance, permitting, repaving and striping of the highway segment.

The Agreement has been approved by the Attorney General as to form and execution. Copies of the fully executed agreement are on file at the Secretary of State's Office and the Department of Administrative Services' Office and subsequent to Governor and Council approval will be on file at the Department of Transportation.

It is respectfully requested that this item be approved.

Sincerely,

William J. Cass, P.E.
Commissioner

Attachment

New Hampshire DOT
Department of Transportation

William Cass, P.E.
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

David Rodrigue, P.E.
Assistant Commissioner
Andre Briere, Colonel, USAF (RET)
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HIGHWAY MAINTENACE AGREEMENT
FOR

COLEBROOK

NH Route 145 (Park Street), from approximately 540 feet north of Corliss Lane, northward 1,200 feet. Meaning and intending to encompass a new Town-owned and maintained sanitary sewer line that does not comply with the NH Department of Transportation Utilities Accommodation Manual (UAM) minimum depth standards.

THIS AGREEMENT, executed in ***triplicate***, made and entered into this 11th day of September, 2024, between the NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION, herein-after called the "DEPARTMENT", and the TOWN OF COLEBROOK, hereinafter called the "PROJECT SPONSOR".

WITNESSETH that,

WHEREAS, the DEPARTMENT and the PROJECT SPONSOR have determined that the proposed new sanitary sewer design within the Class II state-maintained highway Right of Way of NH Route 145, Park Street, in the town of Colebrook, does not meet the Department's minimum depth standards defined in the NHDOT Utility Accommodation Manual (UAM), dated 2017, and

WHEREAS, the DEPARTMENT is concerned with the potential long-term roadway and roadside maintenance issues with the proposed shallow sewer system shown on the design plans entitled "NH Route 145 Sewer Main Relocation" prepared by CMA Engineers, dated 3/19/2024. The minimum cover defined in the UAM is there to not only protect the utility but also to protect the structural integrity of the highway and minimize conflicts during future emergency or routine maintenance and construction operations, and

WHEREAS, the PROJECT SPONSOR desires to pursue the construction of the system along and under this Tier 4 highway, and is willing to take on summer maintenance obligations within the ROW, for the limit of work, for the sewer project, and

WHEREAS, the DEPARTMENT desires to cooperate with the PROJECT SPONSOR in accomplishing the Project:

NOW, THEREFORE, in consideration of the above premises and in further consideration of the agreements herein set forth by and between the parties hereto, it is mutually agreed as follows:

I. DUTIES AND RESPONSIBILITIES OF THE PROJECT SPONSOR:

A. The PROJECT SPONSOR shall comply with all Federal and State of New Hampshire laws and rules, regulations, and policies for the design, construction, and operation of the sewer system and its appurtenances.

B. The PROJECT SPONSOR shall take on the summer maintenance obligations within the NH Route 145 right-of-way, for the limit of work, for the sewer project. Summer maintenance activities include, but are not limited to, roadside mowing, ditching, drainage pipe and catch basin repair and replacement, pothole patching, debris and debris removal and storm damage repairs. The maintenance obligation would exclude periodic roadway resurfacing. Any and all damage or defects to the roadway surface or base related to the construction, maintenance and operation of the new sewer remain the PROJECT SPONSOR'S responsibility. The PROJECT SPONSOR would be responsible for all easements and property impacts related to the sewer line construction and maintenance. The Department recommends that a "responsibility turn-over" meeting be scheduled by the PROJECT SPONSOR no less than 60 days prior to the advertising date of the sewer project. The existing conditions of the subject section of highway would be the focus of discussion with a goal to come to an agreement on what improvements will be completed by NHDOT (culvert replacement, ditching, etc.) prior to the sewer construction.

C. The PROJECT SPONSOR'S summer maintenance responsibilities shall commence upon "Notice to Proceed" being issued to the contractor.

D. The PROJECT SPONSOR shall defend, indemnify and hold harmless the DEPARTMENT and its officials, agents and employees from and against any and all claims, liabilities or suits arising from (or which may be claimed to arise from) any act or omission of the PROJECT SPONSOR or its subcontractors in the performance of this AGREEMENT. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State of New Hampshire or the DEPARTMENT, which immunity is hereby reserved. This covenant shall survive the termination of this AGREEMENT.

E. If there is a default by the PROJECT SPONSOR of any nature to this AGREEMENT, the PROJECT SPONSOR shall immediately discontinue the use of the sanitary sewer, remove the pipes and appurtenances, and restore the roadway and roadside to the DEPARTMENT'S standards and satisfaction. If the PROJECT SPONSOR fails to take this action, they shall pay the DEPARTMENT $5,000 per month until the sewer line is removed. This money will be used by the DEPARTMENT to remove the sewer pipes and appurtenances and restore the highway to its original condition. OR

F. The Town of Colebrook may take over ownership and all summer and winter responsibilities of NH Route 145, Park Street, from US Route 3 to a point 250 feet north of the northern most point of the new sewer line. The method of transfer would be reclassification of the highway to a Class V town-maintained highway.

II. DUTIES AND RESPONSIBILITIES OF THE DEPARTMENT:

A. The DEPARTMENT shall continue winter maintenance, driveway permits for access to adjacent properties, utility trench permits, utility pole licensing and periodic resurfacing and restriping.

B. The DEPARTMENT shall inspect the sewer project construction to ensure conformance with the requirements of the Trench Permit.

III. IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE DEPARTMENT AND THE PROJECT SPONSOR:

A. That the PROJECT SPONSOR will not enter into any agreement with any third party, including but not limited to consultants, contractors, or engineers, to operate or maintain the sewer system until such time that it receives a written notice of approval from the DEPARTMENT to do so.

B. This AGREEMENT is contingent on approval from the Governor and Executive Council.

NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION

By: William Cass

William Cass, PE
Commissioner
Department of Transportation

TOWN OF COLEBROOK

By: Timothy J Stevens

Name: TIMOTHY STEVENS

Title: TOWN MANAGER
Town of Colebrook

Authorized to enter into Agreement as approved by Governor & Council on

_____

New Hampshire
Department of Transportation

Signature

Samuel Burgess

Name

Assistant Attorney General

Title

NH Attorney General

Governor and Council
Approval

Secretary of State

Dated

Certificate of Vote of Authorization

Town of Colebrook
17 Bridge St. Colebrook, NH 03576

I, Heidi Lawton of the Town of Colebrook, do hereby certify that at a meeting held on February 26, 2024, the Selectboard of the Town of Colebrook voted to enter into a MOA with the New Hampshire Department of Transportation for the Route 145 project.

The Town of Colebrook further authorized the Town Manger (currently Timothy F. Stevens) to execute any documents which may be necessary to effectuate this project.

IN WITNESS WHEREOF, I have hereunto set my hand as Heidi Lawton, Administrative Assistant of The Town of Colebrook, this 11th day of September 2024.

Heidi Lawton

Heidi Lawton, Administrative Assistant