



William Cass, P.E.
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

30



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

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

Bureau of TSMO
January 7, 2025

REQUESTED ACTION

Pursuant to RSA 228:39, authorize the Department of Transportation (NHDOT) to enter into a Cooperative Agreement with the State of Maine to allow the department to bill the Maine Department of Transportation (MaineDOT) and the Maine Turnpike Authority (MTA) for costs associated with Intelligent Transportation Systems (ITS) improvements for maintenance and operations for the Part Time Shoulder Use System on the Piscataqua River Bridge (NH Br. Nos. 257/127 and 258/128) carrying I-95 over the Piscataqua River between Portsmouth, New Hampshire, and Kittery, Maine, effective upon Governor and Council approval and continuing for a period of 10 years for the maintenance and operations of the completed project, in accordance with the Department's 10-Year Transportation Improvement Plan. (Project costs will be shared 33.3% by NHDOT, 33.3% by MDOT, and 33.3% by MTA).

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 a joint project with that State. This project developed new and innovative ITS solutions to improve traffic congestion along I-95 and included design and construction activities. This project (Portsmouth, NH – York, ME – 16189B) was completed on 7/19/24 and started the maintenance and operations phase on 1/12/24.

The Blue Star Turnpike (I-95) spans 16.2 miles from the border of Massachusetts to the border of Maine. This roadway sees the largest volume of vehicles in the state and is also the highest volume route for the State of Maine. The area near and on the Piscataqua River bridge between New Hampshire and Maine is routinely a location of heavy congestion in both the southbound and the northbound direction, sees the most delayed traffic, regularly sees traffic incidents and secondary incidents, has countless near misses, contributes to driver frustration, and in some cases, road rage.

The intent of the project was to develop and implement an Active Traffic Management System (ATMS) to proactively manage traffic, reduce congestion and maximize capacity of this critical river crossing. A key element to this ATMS is the utilization of the shoulders on the bridge to carry additional lanes of traffic in peak periods of congestion.

NHDOT is the lead agency that administered the work effort on behalf of and in collaboration with MaineDOT and MTA. The Memorandum of Agreement outlines the responsibilities and obligations for both MaineDOT and MTA for the maintenance and operations portion of this project.

The costs for the operations and maintenance portion of this project will be shared equally by the three participating agencies. The Memorandum of Agreement reflects a cost sharing of 33.3% by NHDOT, 33.3% by MDOT, and 33.3% by MTA. This project is part of the Turnpike Renewal and Replacement (TRR) Program.

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 and subsequent to Governor and 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,

A handwritten signature in black ink, appearing to read "William J. Cass".

William J. Cass, P.E.
Commissioner

Attachments

MEMORANDUM OF AGREEMENT
Between
THE NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION
And
THE MAINE DEPARTMENT OF TRANSPORTATION
And
THE MAINE TURNPIKE AUTHORITY
For the
CONTINUED DEVELOPMENT and OPERATIONS OF AN ACTIVE
TRANSPORTATION MANAGEMENT SYSTEM
ON THE INTERSTATE 95 HIGH LEVEL BRIDGE OVER THE PISCATAQUA RIVER
OPERATIONS and MAINTENANCE PHASE

This agreement (the "AGREEMENT") is entered into this ____ day of _____, 2024 by and between the New Hampshire Department of Transportation ("NHDOT"), the Maine Department of Transportation ("MaineDOT"), and the Maine Turnpike Authority ("MTA"), the partnering agencies (hereinafter collectively referred to as the "PARTIES" or individually as a "PARTY"), for the purpose of jointly and collaboratively continuing the operations and maintenance phase of an Active Transportation Management System ("ATMS") for management of traffic and congestion on the Interstate 95 ("I-95") High Level Bridge over the Piscataqua River between Portsmouth, New Hampshire and Kittery, Maine, hereinafter the "PROJECT".

BACKGROUND

- A. The PARTIES have a long history of cooperatively managing and maintaining the I-95 High Level Bridge extending I-95 over the Piscataqua River between Portsmouth, NH and Kittery, ME and connecting to the Maine Turnpike System. This AGREEMENT continues the tradition of managing and improving traffic operations along the vital I-95 connection, which is the goal of this PROJECT.
- B. The PARTIES previously rehabilitated the I-95 High Level Bridge (the "BRIDGE") and its approaches (MaineDOT project WIN019270.00; NHDOT project Portsmouth-Kittery 16189) (the "I-95 HLB PROJECT"). During the development of the I-95 HLB PROJECT, the need to better manage and accommodate the chronic seasonal congestion over the BRIDGE was identified as a project goal. The I-95 HLB PROJECT made modifications to the typical section lanes and shoulder widths on the BRIDGE to facilitate the intermittent utilization of the low-speed shoulders as a fourth travel lane in both directions to help alleviate congestion during peak travel periods (known as "Part Time Shoulder Use" or "PTSU").
- C. While the I-95 HLB PROJECT had Intelligent Transportation System ("ITS") elements as part of the detailed traffic management plan for construction, the construction of a permanent ATMS is being undertaken as a separate, independent effort with this PROJECT.

- D. The PARTIES executed a Memorandum of Agreement ("MOA") for the Preliminary Design Phase (signed on September 2, 2019), which brought the PROJECT to a 30% conceptual design level, and then the Final Design and Construction Phase MOA was signed on May 3rd, 2021, which brought the PROJECT from a 30% conceptual design phase to 100% designed and constructed, utilizing NHDOT's established Design-Build process that allows construction to begin prior to finishing the design.
- E. The purpose of this AGREEMENT is to establish the protocols that will allow for the PARTIES to jointly operate, repair, and maintain the ATMS (the "OPERATIONS AND MAINTENANCE PHASE") and for any PARTY to initiate Part Time Shoulder Use as needed.

AGREEMENT

Accordingly, the PARTIES hereby agree as follows:

1. SCOPE OF AGREEMENT. This AGREEMENT sets forth a cooperative agreement between the PARTIES for the OPERATIONS AND MAINTENANCE PHASE of the I-95 High Level Bridge ATMS and the implementation of PTSU. The policy and financial obligations set forth in this AGREEMENT and implications for the future implementation of the PROJECT are contingent upon ongoing policy support by all PARTIES subject to legislative appropriation where applicable. For the purpose of this AGREEMENT, ATMS includes the electronic signage, all mounting equipment hardware and device support structures, and all communications equipment associated therewith.
2. ADMINISTRATION OF REMAINING PROJECT CONTRACTS.
 - a. NHDOT, as lead agency for the PROJECT, will continue to administer the PROJECT contract(s) for ATMS construction, installation, and warranty services (the "PROJECT CONTRACTS"). NHDOT will pay all associated costs upfront, subject to the cost-sharing parameters set out in this AGREEMENT.
 - b. INVOICING. The PARTIES will share equally in all PROJECT CONTRACT costs unless otherwise stated in this AGREEMENT NHDOT will invoice the PARTIES at least quarterly for their respective shares of these costs. NHDOT may request progress payments if determined to be appropriate.
 - i. Invoices will be accompanied with sufficient backup documentation as proof of work performed.
 - ii. The reimbursing PARTY will review all invoices received from NHDOT and may request any additional documentation, information, or breakdowns necessary to identify, support, and/or calculate any costs included in any invoices submitted.
 - iii. Provided the reimbursing PARTY concurs with the invoiced charges, the reimbursing PARTY will submit payment in full to NHDOT within thirty (30) calendar days of invoice receipt.

- iv. The reimbursing PARTY reserves the right to refuse payment of any invoiced amounts that are inconsistent with the agreed upon PROJECT activities. If the reimbursing PARTY does not concur with invoiced charges, that PARTY will notify NHDOT within 15 days of invoice receipt. Disputes will be resolved through negotiation between the designated executive managers of each affected PARTY.
 - c. All PROJECT decisions with cost implications (i.e., scope, fee, change orders, design modifications, etc.) will require the documented consensus agreement of all PARTIES prior to proceeding.
 - d. While NHDOT is lead agency for administering and managing the OPERATIONS AND MAINTENANCE PHASE of the PROJECT, the PARTIES intend that all PROJECT decisions will be made jointly by consensus agreement of the PARTIES. To facilitate the joint decision-making process, each PARTY will designate a representative to serve on a PROJECT management sub-committee to assist NHDOT's Project Manager in the day to day oversight of the PROJECT and to be that PARTY'S point of contact and liaison to their respective agency.
3. ATMS OPERATIONS AND MAINTENANCE. The PARTIES will work cooperatively and collaboratively to operate and maintain the installed ATMS serving the BRIDGE and the adjoining roadway approaches in Maine and New Hampshire.
- a. ATMS WARRANTY. NHDOT was the lead agency for the Design and Construction of the ATMS and will continue to be the lead for the OPERATIONS AND MAINTENANCE PHASE of the PROJECT during the maintenance warranty period of the contract under which the ATMS was purchased and installed (the "MAINTENANCE WARRANTY"). The initial MAINTENANCE WARRANTY period is contractually defined as two years from the first day of NHDOT's system acceptance (the "WARRANTY ONSET DATE"). Subsequently, as agreed to by the PARTIES, the start date for the initial two years of MAINTENANCE WARRANTY was the first day of the PROJECT's substantially complete date, which was January 12th 2024. After the initial two years has passed from the WARRANTY ONSET DATE, the PARTIES have an option to extend the MAINTENANCE WARRANTY for two additional two-year terms under the original terms of the MAINTENANCE WARRANTY. This extended maintenance warranty option (the "EXTENDED WARRANTY PERIOD") will only be exercised if the PARTIES are in consensus agreement. The contractual bid price for the EXTENDED WARRANTY PERIOD, if exercised, will be a total of \$80,000 for years 3 and 4, and a total of \$100,000 and for years 5 and 6 if the PARTIES agree to exercise the extension. The cost of the EXTENDED WARRANTY PERIOD, if exercised, will be shared equally between the PARTIES, with each PARTY paying 33.33% of the total cost incurred.
 - b. ATMS POST-WARRANTY REPAIR AND MAINTENANCE. Costs associated with the OPERATIONS AND MAINTENANCE PHASE that are not otherwise covered by the MAINTENANCE WARRANTY or the EXTENDED WARRANTY PERIOD will continue to be split 33.33% between the PARTIES. After the extended warranty period

has been completed NHDOT will advertise and manage a new maintenance contract(s) to extend until the end of this agreement.

- i. Subsystem failure will have an on-site response time by the next business morning, with a corrective action taking place within 24 hours of on-site arrival, and a failure report submission within 48 hours. A Significant failure will have an on-site response time within 4 hours of notification, with a corrective action taking place within 24 hours of on-site arrival, and a failure report submission within 48 hours.

c. ACCESS TO ATMS AMENITIES.

- i. ME COMMUNICATION SHELTER. The ME ATMS communications shelter (the "ME COMMUNICATIONS SHELTER") is located along the Exit 2 SB on ramp to I-95 and ME-236 and is within MTA's ROW but accessed through MaineDOT's ROW. MTA will operate and maintain the ME COMMUNICATIONS SHELTER, including all snow and ice control. During the OPERATIONS AND MAINTENANCE PHASE MTA hereby permits MaineDOT, NHDOT, and the maintenance Contractor access to the interior of the COMMUNICATIONS SHELTER and the land upon which it is located. Except in emergency situations, MaineDOT, NHDOT, and the maintenance Contractor will provide MTA with reasonable advance notice of such interior entrance. MTA will provide MaineDOT, NHDOT, and the maintenance Contractor with a key for access to the ME COMMUNICATIONS SHELTER. After the OPERATIONS AND MAINTENANCE PHASE has completed all access to the shelter will be coordinated with MTA for an escort.
- ii. NH COMMUNICATION SHELTER. The NH ATMS communications shelter (the "NH COMMUNICATIONS SHELTER") is located at 80 Ranger Way in Portsmouth, NH and is under the BRIDGE in NHDOT's ROW. NHDOT will operate and maintain the NH COMMUNICATIONS SHELTER, including all snow and ice control. During the OPERATIONS AND MAINTENANCE PHASE NHDOT hereby permits MaineDOT, MTA, and the maintenance Contractor access to the interior of the NH COMMUNICATIONS SHELTER and the land upon which it is located. Except in emergency situations, MaineDOT or MTA, as applicable, will provide NHDOT with reasonable advance notice of such access. NHDOT will provide MaineDOT, MTA, and the maintenance contractor with keys for access to the NH COMMUNICATIONS SHELTER. After the OPERATIONS AND MAINTENANCE PHASE has completed all access to the shelter will be coordinated with NHDOT for an escort.
- iii. UTILITY CABINETS.
 1. MAINE CABINET. The utility cabinet known as 95-N-0.1-FCAB-MTA (the "MAINE CABINET"), which is located under the BRIDGE within the MaineDOT ROW, will be accessible by NHDOT and MTA

to troubleshoot and perform preventative maintenance as needed. Except in emergency situations, NHDOT or MTA, as applicable, will provide MaineDOT with reasonable advance notice of such access. MaineDOT will provide NHDOT and MTA with keys for access to the MAINE CABINET.

2. NH CABINET. The utility cabinet known as 95-S-16.1-FCAB-T (the "NH CABINET"), which is located under the BRIDGE in NHDOT's ROW, will be accessible by MaineDOT and MTA to troubleshoot and perform preventative maintenance as needed. Except in emergency situations, MaineDOT or MTA, as applicable, will provide NHDOT with reasonable advance notice of such access. NHDOT will provide MaineDOT and MTA with keys for access to the NH CABINET.

- d. Each PARTY will be responsible for their own internal staff costs supporting the OPERATIONS AND MAINTENANCE PHASE.

4. PART TIME SHOULDER USE IMPLEMENTATION.

- a. The general intent is to operate PTSU during the following regularly scheduled times:

May 1 through October 31 of each year:

- Friday northbound from 3:00PM to 7:00PM
- Saturday northbound and southbound from 11:00AM to 2:30PM
- Sunday southbound from 1:00PM to 7:00PM
- Holidays, as deemed appropriate

- b. The ATMS is dynamic, so the intent is to operate the PTSU, in addition to the times stated above, when certain thresholds are met. The ATMS will be programmed to send an alarm to each PARTY'S Traffic Management Center ("TMC") once traffic has exceeded a certain number of vehicles per hour per lane and traffic speeds have reduced to below a certain level. Initially, these thresholds will be set at 1,400 vehicles per hour per lane and 50 miles per hour, respectively, though this may be changed at any time by mutual agreement between the Parties. The TMC(S)' operators/supervisors will jointly agree whether or not to activate the PTSU based on all available information at hand in real time. This threshold is meant to be altered as needed to meet the needs of the traveling public in real time. The PARTIES also have the discretion to activate PTSU for incident management if needed.

- c. PTSU ACTIVATION LEAD

- NHDOT will be responsible for operating the entire northbound PTSU for all instances of activation and deactivation. MTA will be NHDOT's primary backup to run the northbound PTSU if NHDOT is unable to operate the PTSU for any reason.

- MTA will be responsible for operating the entire southbound PTSU for all instances of activation and deactivation. NHDOT will be MTA's primary backup to run the southbound PTSU if MTA is unable to operate the PTSU for any reason.
 - MaineDOT will be the secondary backup for both NHDOT and MTA if either agency is unable to operate the PTSU for any reason.
- d. The PARTY that is responsible for activating the PTSU will first do a visual inspection of the entire shoulder in the direction of use either through the use of installed CCTVs or physically by available staff driving the affected shoulder. The PARTY that is responsible for activating the PTSU will either clear any noted debris or disabled vehicle(s) or will call the backup PARTY to clear prior to commencing PTSU operation. Once the decision has been made to operate the PTSU, established work instructions will be followed, including sending out email notifications to let the appropriate partners know that the PTSU is active.
- e. The decision to open or close the shoulder will be left up to the PARTY that is operating the shoulder if there is inclement weather of any type or form or if there is an unplanned incident that could affect the safety of the PTSU.
- f. PTSU FCC LICENSING. NHDOT has initiated the Federal Communications Commission ("FCC") licensing required for PTSU and has received approval to operate the PTSU system. Due to the nature of prior agreements between the FCC and MTA, MTA will be responsible for renewing the PTSU FCC licensing for transmitters located in York County, Maine every 6 months until such time that regular authorizations are obtained by MTA and, thereafter, the regular authorization renewals as needed.

5. INDEMNIFICATION/INSURANCE.

- a. Each PARTY will assume its own risks of liability, if any, arising from or related to actions performed in connection with this AGREEMENT when such actions are performed outside of that PARTY'S own state boundaries.
- b. Each PARTY will require any consultants/contractors hired to perform activities encompassed by this AGREEMENT (the "CONTRACTOR") to indemnify, defend (subject to the approval of the State of Maine Attorney General solely as to State of Maine's defense), and hold harmless the State of New Hampshire, the State of Maine, and the Maine Turnpike Authority, their officers, agents, and employees from all claims, suits, or liabilities arising from negligence or wrongful acts, errors, or omissions by the CONTRACTOR, its officials, employees, agents, consultants, or subcontractors, and to carry sufficient liability insurance to adequately cover its risks arising from or related to actions performed in connection with this AGREEMENT. All certificates of insurance will name the State of New Hampshire, the State of Maine, and the Maine Turnpike Authority as additional insureds on such coverage and will specifically state that the State of New Hampshire, the State of Maine, and the Maine Turnpike Authority's coverage is limited to those areas for which governmental immunity has been expressly waived, and that coverage procured thereunder shall not be deemed a

waiver of any defense, immunity, or limitation of liability that may be available under each PARTY'S respective sovereign immunity.

- c. Nothing herein this AGREEMENT shall be deemed to constitute a waiver of any of the defenses, immunities, or rights available to the PARTIES under their respective jurisdictions.

6. TERMINATION. Any PARTY may postpone, suspend, abandon, or otherwise terminate this AGREEMENT upon thirty (30) days written notice to the other PARTIES and in no event, will any such action be deemed a breach of contract. Postponement, suspension, abandonment, or termination may be taken for any reason by a PARTY or specifically as the result of any failure by any of the PARTIES to perform any of the services required under this AGREEMENT to the satisfaction of another PARTY. In the event of termination, if termination by a PARTY is not prompted by another PARTY'S failure to uphold its obligations hereunder, each PARTY will be responsible for their share of any costs, expenses, penalties, and/or liabilities expended, committed, or imposed in connection with this AGREEMENT as of the date of such termination. These costs include, but are not limited to, the terminating PARTY's equal share of the ongoing costs incurred by the remaining PARTIES to keep the PTSU system in operation for a period from ten years from the date of this Agreement, in accordance with Section 7(b), below. The obligation to pay these costs promptly when invoiced will survive the termination of this Agreement and continue until the 10th anniversary date of the effective date of this Agreement has been reached.

7. GENERAL PROVISIONS.

- a. REGULAR MEETINGS. The PARTIES will meet once a month for the first operational season and then at least once every year in May thereafter to ensure that the ATMS is meeting expectations and to discuss any necessary improvements or adjustments. For critical decision points, the PARTIES will convene a larger committee of senior management officials with authority to make these decisions for the respective PARTIES' efforts.
- b. ONGOING MAINTENANCE. The PARTIES agree to ensure that the PTSU system is operated and maintained for a period of at least ten (10) years. After the initial maintenance period of two, four, or six years, NHDOT will advertise a future maintenance contract(s) for the remaining years through year ten.
- c. PUBLIC OUTREACH. The PARTIES agree to work cooperatively relative to any public meetings or public outreach for the PROJECT, presenting and participating in discussions as needed and as appropriate in each other's respective State and communities.
- d. RECORDS INSPECTION. The PARTIES will have the right at all reasonable times to inspect and review all PROJECT plans, contracts, documents, books, vouchers, and records, including without limitation all accounting and auditing records upon which PROJECT costs are based, and to review all work being conducted in accordance with this AGREEMENT.

- e. WORK PRODUCT. Any and all work products will become the joint property of the PARTIES for their use.
- f. GOVERNING LAWS. Activities carried out in connection with this AGREEMENT will be performed in compliance with and abide by all applicable state and federal laws, statutes, rules, regulations, standards, and guidelines, including applicable MUTCD and OSHA standards. To the extent not otherwise governed by federal law, the respective rights and obligations of the PARTIES under this AGREEMENT with respect to activities conducted within the limits of the State of New Hampshire will be governed by New Hampshire law (without regard to conflicts-of-law principles that would require the application of any other law), and the respective rights and obligations of the PARTIES under this Agreement with respect to activities conducted by a PARTY within the limits of the State of Maine will be governed by Maine law (without regard to conflicts-of-law principles that would require the application of any other law). Nothing herein will be deemed to constitute a waiver of sovereign immunity of the State of New Hampshire, the State of Maine, or the Maine Turnpike Authority, each of which is hereby reserved to the respective PARTY.
- g. COOPERATION BETWEEN PARTIES. The PARTIES will avoid hindering each other's performance; fulfill all obligations diligently; and cooperate in achievement of the intent of this AGREEMENT.
- h. ENTIRE AGREEMENT. Nothing in this AGREEMENT is intended to affect the terms of any other agreements already in place between any or all of the PARTIES. Examples of existing related agreements include, without limitation, the following:
- Memorandum of Agreement between NHDOT, MaineDOT, and MTA dated July 22, 2021, involving an Active Transportation Management System on the High Level Bridge.
 - Tri-State Agreement between NHDOT, MaineDOT, and the Vermont Agency of Transportation dated April 21, 2022, involving the shared New England Compass ITS.
 - Inter-State Cooperative Agreement for Management of Certain Bridges between Portsmouth, New Hampshire and Kittery, Maine between NHDOT and MaineDOT dated July 19, 2023.

Notwithstanding the foregoing statement, this AGREEMENT constitutes the entire agreement and understanding between the PARTIES with regard to this AGREEMENT'S subject matter and supersedes all prior agreements and understandings relating thereto.

- i. AMENDMENTS. This AGREEMENT may be amended when such an amendment is agreed to in writing by all PARTIES and approved by the State of New Hampshire's Governor and Executive Council.

- j. ASSIGNMENT. No assignment of this AGREEMENT is contemplated, and in no event will any assignment be made without the express written permission of all PARTIES.
- k. SEVERABILITY. In the event any of the provisions of this AGREEMENT are declared null, void, or unenforceable by a court of competent jurisdiction for reasons other than breach of the AGREEMENT, said declaration will not affect the validity and enforceability of the remaining provisions of the AGREEMENT.
- l. FAILURE TO PERFORM. If any PARTY fails to perform its obligations as set out herein, the other PARTIES hereby reserve the right to undertake such obligations and to invoice the responsible PARTY for its share of any costs incurred when such action is deemed necessary to protect the integrity of the BRIDGE or the safety of the travelling public.
- m. NO WAIVER OF RIGHTS. No delay or omission on the part of any PARTY in exercising any of its rights under this AGREEMENT will constitute a waiver of such right or any other right under this AGREEMENT, and no waiver of any such right on one occasion will be construed as a waiver of it on any other occasion.
- n. RIGHTS OF SET OFF. Each PARTY will have all of its common law, equitable, and statutory rights of set-off. These rights will include, without limitation, each PARTY'S option to withhold for the purposes of set-off monies due to the other PARTY under a specific project contract up to any amounts due and owed to the withholding PARTY under this AGREEMENT, including any agreement/contract for a term commencing prior to the term of this AGREEMENT, plus any amounts due and owed to the withholding PARTY for any reason including without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. A PARTY will exercise its set-off rights in accordance with normal state practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the withholding PARTY, its representatives, or its State Controller.
- o. NON-APPROPRIATION. Notwithstanding anything herein to the contrary, the PARTIES acknowledge and agree that although the execution of this AGREEMENT by each PARTY manifests that PARTY'S intent to honor its terms and to seek funding to fulfill any obligations arising hereunder, by law any such obligations are subject to available budgetary appropriations by that PARTY'S State Legislature or governing body and the federal government, if applicable, and, therefore, this AGREEMENT does not create any obligation on behalf of any PARTY in excess of such appropriations. If any Party terminates or curtails its participation in this Agreement due to lack of sufficient appropriations under this paragraph, the other Parties to this Agreement will be relieved of any obligations under this Agreement and may terminate it at will as provided in Section 6, above, with no ongoing obligation to pay continuing expenses to remaining Parties beyond the date of termination.
- p. BINDING EFFECT. This AGREEMENT will apply to the PARTIES' successors, administrators, and legal representatives.

- q. INDEPENDENT CAPACITY. No PARTY, its respective employees, agents, representatives, consultants, and contractors will act as officers, employees, or agents of any other PARTY.
- r. COUNTERPARTS AND ELECTRONIC SIGNATURES. This AGREEMENT may be implemented in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same AGREEMENT, and will be effective when counterparts have been signed by each PARTY and delivered to the other PARTIES, together with evidence of the appropriate approval of New Hampshire's Governor and Executive Council. Each PARTY agrees that this AGREEMENT and any other documents to be executed in connection herewith may be electronically signed and that any electronic signatures appearing on this AGREEMENT or the associated documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.
- s. NOTICES. Any communications, requests or notices required or appropriate to be given under this AGREEMENT shall be in writing and mailed via U.S. Mail, Certified or Registered, Return Receipt Requested or sent via a recognized commercial carrier such as, but not limited to Federal Express, that requires a return receipt delivered to the sending PARTY. Alternatively, communication may be sent via email and shall satisfy the delivery requirements of this section through express acknowledgement of receipt by the receiving PARTY. Said communications, requests or notices shall be sent to the other PARTIES as follows:

NHDOT: New Hampshire Department of Transportation
110 Smokey Bear Boulevard
P.O. Box 483
Concord, NH 03302-0483
Attn.: Charles Blackman - TSMO
Email: charles.e.blackman@dot.nh.gov

MaineDOT: Maine Department of Transportation
16 State House Station
Augusta, ME 04333-0016
Attn.: Colby Fortier-Brown
Email: colby.fortier-brown@maine.gov

MTA: Maine Turnpike Authority
2360 Congress St.
Portland, ME 04102
Attn.: Kristi Van Ooyen
Email: kvanooyen@maineturnpike.com

This AGREEMENT is hereby executed by the PARTIES and effective when signed by all signatories and approved by the Governor and Executive Council of the State of New Hampshire as documented below.

NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION

By: William J. Cass Date: January 7, 2025
William J. Cass, Commissioner

MAINE DEPARTMENT OF TRANSPORTATION

By: Bruce Van Note Date: 11/10/24
Bruce Van Note, Commissioner

MAINE TURNPIKE AUTHORITY

By: Peter Merfeld Date: 10/28/24
Peter Merfeld, Interim Executive Director

Approved as to form and execution by the NH ATTORNEY GENERAL this 13th day of January, 2024. 2025 - RAF

Rafael B.
~~Assistant Attorney General~~

This is to certify that the GOVERNOR AND EXECUTIVE COUNCIL of the State of New Hampshire on the _____ day of _____, 2024 approved this Agreement as Item # ____.

Date: _____

ATTEST:

By: _____
Secretary of State of New Hampshire