



New Hampshire Fish and Game Department

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Scott R. Mason
Executive Director

October 24, 2023

5H

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

REQUESTED ACTION

Authorize the New Hampshire Fish and Game Department (NHFGD) to enter into a Memorandum of Agreement with the United States Department of the Interior-Fish and Wildlife Service (USFWS), Connecticut River Department of Energy and Environmental Protection CTDEEP), Massachusetts Division of Fisheries and Wildlife (MADFW), Vermont Fish and Wildlife Department (VTFWD), and National Marine Fisheries Service (NMFS) for the purpose of coordinating the management of migratory fisheries, effective upon Governor and Council approval through October 28, 2028. There is no funding involved.

EXPLANATION

The Connecticut River Migratory Fish Restoration Cooperative (Cooperative) serves as a non-regulatory forum for state and federal fish and wildlife agencies to coordinate interstate migratory fishery management, restoration, and research programs for the Connecticut River Watershed. The Cooperative maintains relationships, partnerships and continues work of the Connecticut River Atlantic Salmon Commission (CRASC), for which Congressional authorization expires on October 28, 2023.

The Cooperative is comprised of resource agencies from the four watershed states and the federal government, working together to manage and restore self-sustaining native migratory fishes (fishes that move between marine and fresh waters for purposes of reproduction and growth) and their habitats throughout the Connecticut River Watershed. This MOU recognizes the need for a unified approach to planning, restoration, management, evaluation, research, fish passage, outreach and education for migratory species. Purposes of the Cooperative are to provide a forum for (1) information exchange and public engagement; (2) coordination and support of planning and implementation of migratory fishery stock rebuilding programs; (3) coordination and support of research and management activities aimed at collection of scientific data necessary to assess and manage the fishery restoration program; (4) coordination and support of agency involvement with construction, operation, and evaluation of safe, effective, and timely fish passage for both upstream and downstream passage facilities at dams, hydroelectric facilities or other barriers in the Connecticut River Watershed; and 5) coordination and support of efforts to restore aquatic connectivity through the removal of barriers, and projects to improve riparian and instream habitats. It is imperative this Cooperative not only continue the great work of the past (CRASC) but also move it forward to ensure on-going cooperative multi-state and federal work on diadromous fish restoration and resource sharing continues for this mission.

Respectfully submitted,

Scott R. Mason
Executive Director

Kathy Ann LaBonte
Chief, Business Division

Connecticut River Migratory Fish Restoration Cooperative

Executive Summary

The Connecticut River Migratory Fish Restoration Cooperative (Cooperative) serves as a non-regulatory forum for state and federal fish and wildlife agencies to coordinate interstate migratory fishery management, restoration, and research programs for the Connecticut River Watershed. The Cooperative maintains and will enhance and grow relationships, partnerships and continue work of the Connecticut River Atlantic Salmon Commission (CRASC), for which Congressional authorization expires on October 28, 2023. Prior to the establishment of the CRASC in 1983, the Policy and Technical Committee for Anadromous Fish Restoration in the Connecticut River, created in 1967, served this inter-agency coordination role among the same state and federal agencies.

A Memorandum of Understanding (MOU), signed by each of the four basin State Fish and Wildlife Agencies, the National Marine Fisheries Service, and the U. S. Fish and Wildlife Service forms the Cooperative, with one public member appointed by each State Agency Director, like CRASC. The Cooperative MOU defines contemporary goals and purposes of the Connecticut River watershed agencies and their partners, to address a diverse suite of activities necessary to restore migratory fishes and their habitats. The Cooperative and its Technical Committee provide a mechanism of effective and efficient coordination to achieve mutually agreed upon goals and objectives for the largest river in New England.

MEMORANDUM OF UNDERSTANDING

Between

Connecticut Department of Energy and Environmental Protection (CTDEEP)

Massachusetts Division of Fisheries and Wildlife (MADFW)

New Hampshire Fish and Game Department (NHFGD)

Vermont Fish and Wildlife Department (VTFWD)

National Marine Fisheries Service (NMFS)

United States Department of the Interior (DOI), Fish and Wildlife Service
(USFWS)

I. Background and Objectives

Executive Summary

This Memorandum of Understanding (MOU) establishes the Connecticut River Migratory Fish Restoration Cooperative (CRMFR, Cooperative), which will serve as a non-regulatory forum for state and federal fish and wildlife agencies to coordinate interstate migratory fishery management, restoration, and research programs for the Connecticut River Watershed. The Cooperative is intended to allow the Parties to maintain relationships and continue work begun by the Connecticut River Atlantic Salmon Commission (CRASC), for which Congressional authorization expires on October 28, 2023. Prior to the establishment of the CRASC in 1983, the Policy and Technical Committee for Anadromous Fish Restoration in the Connecticut River, created in 1967, served this inter-agency coordination role among the same state and federal agencies.

Introduction

The Connecticut River Migratory Fish Restoration Cooperative shall be comprised of resource agencies from the four watershed states and the federal government, working together to manage and restore self-sustaining native migratory fishes (fishes that move between marine and fresh waters for purposes of reproduction and growth) and their habitats throughout the Connecticut River Watershed. This MOU recognizes the need for a unified approach to planning, restoration, management, evaluation, research, fish passage, outreach and education for migratory species. Purposes of the Cooperative are to provide a forum for (1) information exchange and public engagement; (2) coordination and support of planning and

implementation of migratory fishery stock rebuilding programs; (3) coordination and support of research and management activities aimed at collection of scientific data necessary to assess and manage the fishery restoration program; (4) coordination and support of agency involvement with construction, operation, and evaluation of safe, effective, and timely fish passage for both upstream and downstream passage facilities at dams, hydroelectric facilities or other barriers in the Connecticut River Watershed; and 5) coordination and support of efforts to restore aquatic connectivity through the removal of barriers, and projects to improve riparian and instream habitats.

Background

Native migratory fishes were once abundant in the Connecticut River Watershed and were excluded from habitat only by natural barriers and their physiological limitations. The list of species includes, Shortnose and Atlantic Sturgeon, Atlantic Salmon, American Shad, Blueback Herring, Alewife, American Eel, Sea Lamprey, and Rainbow Smelt (extirpated). Striped Bass are known to only be seasonal migrants among this list and not a true reproducing population.

Historically, Atlantic Salmon ascended the main stem Connecticut River to Beechers Falls, Vermont, nearly 400 miles upriver from its outlet at Long Island Sound. American Eel had been documented even farther upstream in the watershed by early New Hampshire Fish and Game Department studies in Pittsborough, New Hampshire. No fishery management or scientific information exists that provides an accurate technical description of the pre-colonial diadromous fish populations. However, historical accounts of the region are filled with references to abundant American Shad, river herring (Blueback Herring and Alewife) and Atlantic Salmon runs that were known to have been an important food source in the spring for the native peoples and early European settlers. As colonization by Europeans and construction of dams to harness waterpower expanded, migratory fish populations declined. The first dam across the main stem Connecticut River was constructed as early as 1798, for barge/boat movement, near the present site of Turners Falls, Massachusetts. This dam blocked returning American Shad, river herring, Atlantic Salmon, and Sea Lamprey from access to spawning and nursery habitat in the northern and central portion of the watershed. As a result, these species simply disappeared in both New Hampshire and Vermont's portion of the watershed, not to be seen again for nearly 200 years.

An interagency state and federal program to restore Atlantic Salmon to the Connecticut River based on the stocking of fry hatched from eggs taken from Penobscot River Atlantic Salmon was initiated in the 1860s, decades after the construction of the Holyoke Dam in Holyoke, Massachusetts. Although the effort resulted in the return of hundreds of adult salmon for several years in the 1870s and 1880s, the program eventually failed due to both uncontrolled harvest of fish in Connecticut waters and the failure to construct effective fish passage at dams

in Massachusetts. Concurrent with this salmon restoration effort were Connecticut and Massachusetts American Shad culture and stocking efforts to enhance reduced runs of this valued species. Both species were fished heavily in the river, most notably near the river's mouth in Old Lyme and Old Saybrook, Connecticut. Work to restore and enhance these two species was conducted through developing fish culture techniques that were gaining popularity as an approach to achieve fishery management goals. The lack of knowledge on how to manage the fisheries and how to deal with fish passage contributed to the collapse of this early restoration effort. However, information gains did occur on fish culture practices as that strategy was a perceived answer to these issues of fish population declines.

Although interest continued in restoring migratory fishes to the watershed, no action was taken for many decades due to a lack of funds, other priorities and the lack of effective fish passage technology. The condition of the river environment continued to deteriorate in response to widespread pollution and dam construction through the early to mid-1900s. By the 1960s, some tributary dams were breached, and pollution abatement programs were initiated. Long-term cooperative restoration programs became feasible with the passage of the federal Anadromous Fish Conservation Act of 1965 (P.L. 89-304) which made funds available for interstate fish restoration programs. The combined effects of these events set the stage for a new coordinated anadromous species restoration program.

In 1967, the four watershed states and U.S. Fish and Wildlife Service (USFWS), (the National Marine Fisheries Service was later created from a branch within the USFWS in 1970) signed a statement of intent to restore anadromous fishes including American Shad, Atlantic Salmon, and river herring to the Connecticut River. A Connecticut River Policy Committee (Committee) comprised of the administrative heads of the resource agencies was the mechanism used to advance restoration goals and objectives. Atlantic Salmon was a focus species due to its appeal for recreational angling opportunities by the resource agencies with American Shad and river herring also of important restoration interest.

Restoration strategies for Atlantic Salmon, American Shad, and river herring were developed and initiated in the early 1970s. State and federal agencies developed hatchery programs and facilities to support the Atlantic Salmon program, resulting in the first adult return in 1974. The agencies also worked to improve existing fish passage measures; for example, at the Holyoke Fish Lift, where a second lift structure and other upgrades were completed in 1976. Those improvements at Holyoke resulted in significant increases in passage counts of both shad and river herring. The Committee also worked with other non-governmental (NGO) partners to secure agreements with two power companies, approved by the Federal Energy Regulatory Commission in 1978, to have new upstream fish ladders constructed at the Turners Falls Dam/Project (1980), Vernon Dam (1981), Bellow Falls Dam (1984), and Wilder Dam (1987).

The Committee member agencies and their NGO partners also worked together to develop a more formally recognized interstate compact for their restoration efforts, developing the Connecticut River Atlantic Salmon Commission (CRASC), and Compact. This Compact required State Government level approval first, with the Federal agencies' involvement occurring later with Congressional consent in 1983. This was codified by Congress as Public Law 98-138 (CRASC Act), signed in October 1983. The CRASC consists of a Commission with ten members identified as the Directors of the State Fish and Wildlife Agencies for the four watershed states, the Regional Director of the U.S. Fish and Wildlife Service and the Regional Administrator of the National Marine Fisheries Service, and four public members appointed by the Governor of each watershed state. The enabling CRASC legislation also included establishing a Technical Committee.

In 1990, the CRASC signed a Memorandum of Agreement with power companies to provide downstream fish passage protection at the Turners Falls Dam/Project, Northfield Mountain Pumped Storage, Vernon Dam, Bellows Falls Dam and Wilder Dam. The CRASC subsequently provided an annual "fishway operation schedule" developed to identify species and life stage timing for both downstream and upstream passage for the mainstem hydropower operators. The CRASC, its Technical Committee and its subcommittees (e.g. Fish Passage) provided important forums and mechanisms to address the evolving science, strategies, research and evaluations, planning in areas of species restoration, fish passage, salmon culture, and other conservation efforts for native migratory fishes. The continued involvement of NGOs and other partners also assisted the CRASC and its Technical Committee in a variety of capacities to address priorities.

The CRASC Act was reauthorized by Congress in 2003, with no changes to the enabling legislative language, for an additional 20 years, through October, 2023. The CRASC began exploring reauthorization options starting in 2020 with an interest to update the enabling legislation text to better align with the CRASC's current and future goals and objectives that notably no longer include focused efforts to restore sea-run Atlantic Salmon. The Salmon Restoration Program was ended by CRASC in 2012 due to climate change, declining marine survival rates and the storm damage closure of the USFWS White River National Fish Hatchery with USFWS shifting budget priorities.

In 2021 the CRASC determined the best approach was to develop this MOU to, in effect, reestablish the Committee as the CRMFRC (Cooperative). The Congressional compact from 1983 to 2023 was integral to ensure on-going cooperative multi-state and federal work on diadromous fish restoration, and the CRMFRC will allow the Parties to continue and strengthen this work and will provide mechanisms to continue garnering resources for this mission.

The migratory fishes of concern for this MOU include American Shad, Blueback Herring, Alewife, American Eel, Atlantic Sturgeon, Shortnose Sturgeon, Sea Lamprey, Striped Bass, and Atlantic Salmon. The Parties recognize that work to restore diadromous species will also have direct and incidental benefits to resident fish and other aquatic species.

II. Parties

The Parties (Referred to herein collectively as "Parties, or individually as "Party" or "Party Agency") to this agreement shall consist of:

- Connecticut Department of Energy and Environmental Protection (CTDEEP);
- Massachusetts Division of Fisheries and Wildlife (MADFW);
- New Hampshire Fish and Game Department (NHFGD);
- Vermont Fish and Wildlife Department (VTFWD);
- National Marine Fisheries Service (NMFS)); and
- United States Department of the Interior (DOI), Fish and Wildlife Service (USFWS).

III. Authorities

The Connecticut Department of Energy and Environmental Protection (CTDEEP) enters into this MOU under the authority of: **Connecticut General Statutes Sections 22a-5, 22a-6, 26-3, and 2-302.**

The Massachusetts Division of Fisheries and Wildlife (MADFW) enters into this MOU under the authority of:

M.G.L. c. 21A, § 2, which requires the MADFW to (1) provide for the propagation, protection, control and management of fish, other aquatic life, wildlife, and endangered species; (2) advise and assist local governments, private and public institutions, organizations and associations, businesses, industries, and individuals by providing and acting as a clearinghouse for environmental information, data, and other materials; and (3) advise, assist, and cooperate with such other departments, agencies, authorities, officials, and institutions, including state institutions of higher learning, as may be concerned with or involved in matters under their control or supervision.

M.G.L. 131, § 4, which authorizes the Director of MADFW to (1) investigate questions relating to reptiles, amphibians, fish, birds or mammals and, personally or by agents, institute and conduct inquiries pertaining to such questions and conduct such biological research as will, in his opinion, tend to conserve, improve and increase the supply of reptiles, amphibians, fish, birds and mammals; (2) manage any natural or artificial pond or any brook or stream by

reclaiming and by stocking and restocking with such fish as he judges best suited to the waters thereof; (3) conduct statewide information and promotion programs in wildlife conservation, including the utilization of wildlife compatible with good conservation principles; (4) if he deems that the presence of anadromous fish in any of the inland waters of the commonwealth is essential for the management of fish, birds or mammals in, or on lands adjoining, said waters, for the purpose of providing suitable passage for said anadromous fish coming into fresh water to spawn he may examine all dams and other obstructions to such passage in brooks, rivers and streams, where in his judgment fishways are needed and determine whether existing fishways, if any, are suitable and sufficient for the passage of such fish in such brooks, rivers and streams or whether a new fishway is needed for the passage of such fish over such dam or obstruction; and prescribed by written order what changes or repairs, if any, shall be made therein, and where, how and when a new fishway shall be built, and at what times the same shall be kept open; and (6) enter into such contracts as the director, in consultation with the commissioner, deems necessary or appropriate in order to fulfill the responsibilities and mandates of the agency.

The New Hampshire Fish and Game Department (NHFGD) enters into this MOU under the authority of:

N.H. R.S.A. 206:23, which authorized the Executive Director to enter into cooperation with the departments of the federal government and of all states, for the protection, propagation and preservation of all wildlife in New Hampshire, and to execute all matters pertaining thereto.

The Vermont Fish and Wildlife Department (VTFWD) enters into this MOU in accordance with **10 V.S.A. § 4132**.

The National Marine Fisheries Service enters into this MOU under the authority of:

16 U.S.C. § 661 (The Fish and Wildlife Coordination Act), which authorizes the Secretary of Commerce (1) to provide assistance to, and cooperate with, Federal, State, and public or private agencies and organizations in the development, protection, rearing, and stocking of all species of wildlife, resources thereof, and their habitat, in controlling losses of the same from disease or other causes, in minimizing damages from overabundant species, in providing public shooting and fishing areas, including easements across public lands for access thereto, and in carrying out other measures necessary to effectuate the purposes of this Act; and (2) to make surveys and investigations of the wildlife of the public domain, including lands and waters or interests therein acquired or controlled by any agency of the United States.

The U.S. Department of the Interior enters into this MOU under the authority of:

16 U.S.C. § 661 (The Fish and Wildlife Coordination Act), which authorizes the Secretary of the Interior (1) to provide assistance to, and cooperate with, Federal, State, and public or private agencies and organizations in the development, protection, rearing, and stocking of all species of wildlife, resources thereof, and their habitat, in controlling losses of the same from disease or other causes, in minimizing damages from overabundant species, in providing public shooting and fishing areas, including easements across public lands for access thereto, and in carrying out other measures necessary to effectuate the purposes of this Act; (2) to make surveys and investigations of the wildlife of the public domain, including lands and waters or interests therein acquired or controlled by any agency of the United States; and (3) to accept donations of land and contributions of funds in furtherance of the purposes of this Act.

16 U.S.C. § 757a, 757b, which authorize the Secretary of the Interior to enter into cooperative agreements with one or more states for the purposes of conserving, developing, and enhancing within the several States the anadromous fishery resources of the Nation, and to 1) to conduct such investigations, engineering and biological surveys, and research as may be desirable to carry out the program; (2) to carry out stream clearance activities; (3) to construct, install, maintain, and operate devices and structures for the improvement of feeding and spawning conditions, for the protection of fishery resources, and for facilitating the free migration of the fish, and for the control of the sea lamprey; (4) to construct, operate, and maintain fish hatcheries wherever necessary to accomplish the purposes of sections 757a to 757f of 16 U.S.C.; (5) to conduct such studies and make such recommendations as the Secretary determines to be appropriate regarding the development and management of any stream or other body of water for the conservation and enhancement of anadromous fishery resources.

IV. Agreements of the Parties

The Parties agree that:

- A. The Cooperative shall consist of ten members –
 - a. Six members will represent each Party (one for each)
 - i. For the State agencies, the Member shall be the head of the Fish and Wildlife agency unless another representative is designated by the agency.
 - ii. For the Federal agencies, the Member shall be the Regional Director of the U.S. Fish and Wildlife Service and the Regional Administrator of the National Marine Fisheries Service, unless another representative is designated by the particular agency.
 - b. Four additional public Members will be appointed by each watershed state agency Member (one for each).
 - i. The public Members shall be residents of their respective watershed

state with knowledge and interest in diadromous fish conservation work.

- B. The Cooperative shall elect a chair to serve a two-year term by simple majority vote, and the chair may be reelected to serve more than one term.
- C. Agency Members shall serve during their term in office within their respective agencies or until another official is designated by the agency. Public members shall serve a three-year term and may be reappointed.
- D. The meetings of the Cooperative and its Technical Committee are public meetings and shall be advertised in advance. These meetings shall provide opportunities for public comment on current business or pending matters. The Cooperative and Technical Committee may meet in business sessions closed to the public and liaison participants to discuss any matter of private or necessarily confidential nature. Closed sessions and the basis for the need for privacy shall be clearly identified to public and liaison participants in meeting agendas. In all instances, the Cooperative will comply with federal public meeting laws and requirements.
- E. The Cooperative, through its Technical Committee, shall coordinate and support efforts to:
 - i. Develop management plans to guide fish passage and fish passage protections, identify fish populations and habitat, identify threats to fish populations, and prioritize barrier removals and habitat restoration.
 - ii. Implement the recommendations of these management plans through regulatory or other appropriate authorities as needed and feasible
 - iii. Monitor populations for status and trends to assess their health, sustainability for fisheries, and other defined management plan goals.
 - iv. Identify, facilitate, support, or conduct research to address management-based questions for fish populations, fish passage/protection and their habitat.
 - v. Provide review and comments, as appropriate, on proposed actions or activities by entities that may affect the Cooperative's purposes and goals.
 - vi. Restore, reconnect, and protect habitats.
 - vii. Facilitate and engage, where appropriate, in obtaining and managing funds to achieve Cooperative goals and objectives.
 - viii. Provide guidance and work cooperatively with other organizations and entities affecting Cooperative goals and objectives.
 - ix. Involve individuals and organizations in the work of the Cooperative's members to increase public awareness and support for the Cooperative's purposes.
 - x. Educate the public on the purpose and status of the work of the Cooperative and its members.
- F. The Technical Committee shall be composed of one staff member of each Party agency, and such other staff members of the Party agencies as may be appointed by majority

vote of the Technical Committee. The US Forest Service and US Geological Survey Eastern Ecological Science Center's Conte Research Laboratory will each also be afforded the opportunity to appoint one member of their staff to the Technical Committee. The Technical Committee reports to the Cooperative and does not provide advice directly to any individual Party. The Technical Committee will meet twice annually, or as necessary. A chair will be elected by majority vote among the individuals comprising the Technical Committee. The chair will serve a two-year term and may be reelected to serve more than one term. Subject matter experts (non-voting) may also be invited to participate in meetings based upon an identified need by the Cooperative or its Technical Committee.

- G. In addition to assisting the Cooperative with the technical aspects of the efforts described in Section E (above), the Technical Committee will also coordinate:
- i. Development of Annual Work Plans which define objectives, tasks and costs;
 - ii. Development of management and restoration of plans to inform policy actions;
 - iii. Identification and design of fishery research or monitoring projects; work may be done in whole or part by agencies and partners, or by oversight in preparing requests for proposals, and project administration;
 - iv. Petitioning for the development of, and oversight of, subcommittees where specific expertise is needed to investigate fishery issues and or opportunities and to provide recommendations.
- H. Subcommittees - The Cooperative, through a majority vote, may create standing subcommittees to address topic areas (e.g., American Eel, Fish Passage). Any member of the Technical Committee may petition the Cooperative to create such subcommittee. These subcommittees will operate under the direction, guidance and involvement of the Cooperative and the Technical Committee. If it is determined that a subcommittee is no longer needed, it may be disbanded by a majority vote of the Cooperative.
- I. All financial expenditures assumed by the Technical Committee and/or any subcommittees must be authorized in advance by a majority vote of the Cooperative.

V. Agreement of U.S. Fish and Wildlife Service

A. Subject to the availability of funds, the USFWS will provide a Fishery Restoration Program Coordinator, and available administrative support. The Coordinator's duties shall include, but not be limited to:

- i. Serving as secretary to the Cooperative and Technical Committee including meeting agenda development, selecting meeting sites and dates suitable to the membership, preparing and distributing meeting minutes, preparing a report on coordinated activities (e.g., fishway counts) and other materials.
- ii. Serving as a USFWS representative of the Technical Committee.
- iii. Serving as a primary point of contact regarding interstate fishery resource matters in the

- Connecticut River watershed and facilitate outreach with other agencies and partners.
- iv. Maintaining a comprehensive fishway count database on Connecticut River migratory fisheries and other issues pertaining to species of interstate significance.
 - v. Preparing and distributing progress reports during migration seasons and a comprehensive report of restoration program accomplishments.
 - vi. Preparing an Annual Report to be approved by the Cooperative.

B. Pursuant to the Fish and Wildlife Coordination Act, 16 U.S.C. 661, the USFWS is willing to serve as the entity to receive, hold, and disburse contributions of funds for effectuating the purposes of the Cooperative. Any funds transferred will be subject to a separate written agreement.

VI. General Terms

1. **Powers Unaffected:** It is recognized that each state agency member to this Cooperative is responsible under law to manage the fishery resources and habitats within their respective jurisdictions. Federal agencies also have their defined legal roles and responsibilities. Nothing in this MOU shall be construed as affecting or limiting those responsibilities for either the states or federal agencies.
2. **No Financial Commitment:** This MOU is not a fiscal obligation document. Nothing in this MOU obligates the Parties to enter into contracts or other funding instruments to carry out the purposes of this MOU.
3. **Non-Discrimination:** All activities pursuant to or in association with this Agreement shall be conducted without discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex, as well as in compliance with the requirements of any applicable federal or State laws, regulations, or policies prohibiting such discrimination.
4. **Appropriations:** Pursuant to 31 U.S.C. § 1341, nothing contained in this Agreement shall be construed to obligate the United States of America or any of its agencies or officials to any current or future expenditure of funds in advance of the availability of appropriations from Congress and their administrative allocation for the purposes of this Agreement. Likewise, nothing contained in this Agreement shall be construed to obligate any state agency to any current or future expenditures of funds in excess or in advance of appropriations made by the applicable state legislature.
5. **Member of Congress:** Pursuant to 41 U.S.C. § 6306, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.
6. **Third Parties Not to Benefit:** This Agreement does not grant rights or benefits of any nature to any third party.
7. **Assignment, Binding Effect:** No Party to this Agreement may assign any of its rights or obligations under this Agreement without the prior written consent of all other Parties.

8. **Non-exclusive:** This Agreement in no way restricts the Parties from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.

9. **Compliance with Applicable Laws:** This Agreement and performance hereunder is subject to all applicable laws, regulations and government policies, whether now in force or hereafter enacted or promulgated.

10. **Public Release of Information:** The Parties recognize that all documents exchanged in relation to this Agreement may be subject to release under the federal Freedom of Information Act (FOIA) and/or state law equivalents. However, no Party will release information obtained under this MOU without notification to the other Parties to the extent allowable under applicable law.

11. **Merger:** This Agreement, including any attachments hereto, and/or documents incorporated by reference herein, contains the sole and entire agreement between the Parties.

12. **Modification:** This Agreement may be extended, renewed, or amended only when agreed to in writing by the Parties.

13. **Waiver:** Failure to enforce any provision of this Agreement by either party shall not constitute waiver of that provision. Waivers must be express and evidenced in writing.

14. **Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed an original (including copies sent to a party by electronic transmission) as against the Party signing such counterpart, but which together shall constitute one and the same instrument.

15. **Agency:** No Party is an agent or representative of any other Party or of the Cooperative nor will it represent itself as such to third parties without express written permission.

16. **Partial Invalidity:** If any provision of this Agreement or the application thereof to any Party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the Parties or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

17. **Captions and Headings:** The captions, headings, article numbers, and paragraph numbers and letters appearing in this Agreement are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provisions of this Agreement nor in any way affecting this Agreement.

18. **Notices:** Notices required by the terms of this Agreement shall be delivered by email. Such notice shall be deemed received when actually received or refused by the party to which it is addressed.

19. **Effective Date:** This MOU shall become effective on the date of the last signature as indicated below.

VII. Expiration

This MOU shall be in effect for a term of five (5) years and shall be renewable thereafter. The parties shall confer at least once every three years to determine whether this agreement needs to be modified or cancelled. This agreement may be terminated in whole or in part hereof at the option of any Party to this MOU after thirty (30) days from the date written notice of termination is given.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the last written date below.

New Hampshire Fish and Game Department

Scott R. Mason

Signature

Executive Director

Title

8/30/23

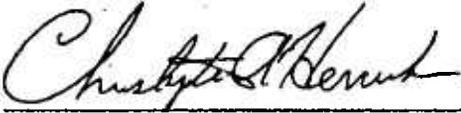
Date

Approved by the Attorney General this 25th day of October 2023, as to form, execution and substance.

OFFICE OF THE ATTORNEY GENERAL

J. M. Blais

Vermont Fish and Wildlife Department



Signature

Commissioner

Title

8/30/2023

Date

Massachusetts Division of Fisheries and Wildlife

Mark S. Train

Signature

Director

Title

August 29, 2023

Date

Connecticut Bureau of Natural Resources

Kathleen S. Dykes

Signature

_____ Commissioner _____

Title

_____ 9/11/2023 _____

Date

NOAA's National Marine Fisheries Service

Greater Atlantic Regional Fisheries Office

Michael P. [unclear]

Signature

Regional Administrator

Title

August 9, 2023

Date

United States Fish and Wildlife Service

**KYLA
HASTIE**

Digitally signed by KYLA
HASTIE
Date: 2023.08.24
22:21:10 -0400

Signature

Acting Regional Director
Northeast Region
U.S. Fish and Wildlife

Title

Date