



The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

97 - 6/17/26

May 14, 2026

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

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to enter into a **SOLE SOURCE** Memorandum of Understanding (MOU) with the New Hampshire Department of Corrections (NHDOC) (VC# 202494-B001) in the amount of \$16,000 to construct an air monitoring station structure for particulate monitoring in the north country of New Hampshire, effective upon Governor and Council approval through September 30, 2026. 100% Federal Funds.

Funding is available in the account as follows:

03-44-44-443010-7061-030-500311	<u>FY2026</u>
Dept. of Environmental Services, Air Monitoring Funds, Equipment	\$16,000

EXPLANATION

This MOU is **SOLE SOURCE** because despite NHDES seeking bids from three potential vendors, only the NHDOC responded. NHDES' Air Resources Division operates an Air Monitoring Program (AMP) in accordance with the federal Clean Air Act. The AMP is responsible for the operation and maintenance of the state's ambient air monitoring network with the primary objective of protecting public health.

Under this MOU, NHDOC will build one (1) structure to house equipment for ambient air monitoring. As part of a federal grant, the NHDES AMP agreed to establish a new monitoring station in Berlin, NH to monitor ambient particulate matter (PM). Currently the most northerly PM monitor in the AMP network is Laconia. The new station will provide critical data that is currently lacking in this region of the state to inform health alerts due to air quality events, in particular air quality impacts from larger and more frequent Canadian wildfires.

This MOU has been approved as to form, substance, and execution by the Office of the Attorney General. In the event that federal funds become no longer available, general funds will not be requested to support this request.

We respectfully request your approval.

Robert R. Scott
Commissioner

State of New Hampshire

Interagency Memorandum of Understanding

Whereas, the New Hampshire Department of Environmental Services [AGENCY 1] is a duly constituted agency or branch of government of the State of New Hampshire;

Whereas, the New Hampshire Department of Corrections [AGENCY 2] is a duly constituted agency or branch of government of the State of New Hampshire;

Whereas, pursuant to Chapter 21-O:1, II(g) AGENCY 1 is responsible for: Air pollution control.

Whereas, AGENCY 1 desires to: procure the services of Agency 2 to construct one (1) building for ambient air monitoring in accordance with the specifications in MOU Exhibit A.

Whereas, pursuant to Chapter 21-H:3 AGENCY 2 is responsible for: maintaining and administering state correctional facilities and programs for custody, control, treatment, and rehabilitation of inmates.

Whereas, AGENCY 2 desires to: provide services to Agency 1 by constructing one (1) building for ambient air monitoring in accordance with the specifications in MOU Exhibit A.

NOW, THEREFORE, the parties enter into this Memorandum of Understanding to their mutual benefit, the benefit of the State and in furtherance of constitutional or statutory authority and objectives.

1. AGENCY 1 agrees to [check all that apply]:

- A. Pay AGENCY 2 the amount of \$16,000 for the services described in the attached MOU Exhibit A, which is hereby incorporated by reference. *Execute the following if Box 1, A is checked:* Payment shall be provided from [IDENTIFY FUND]: Equipment – 03-44-44-443010-7061-030-500311
- B. Perform the services described in the attached MOU Exhibit A, which is hereby incorporated by reference.

2. AGENCY 2 agrees to [check all that apply]:

- A. Pay AGENCY 1 the amount of \$_____ for the services described in the attached _____, which is hereby incorporated by reference. *Execute the following if Box 1, A is checked:* Payment shall be provided from [IDENTIFY FUND]: _____
- B. Perform the services described in the attached Exhibit A, which is hereby incorporated by reference.

3. The method of payment and payment amount for the above-referenced services, if any is required, is described in the attached Exhibit B, such exhibit being hereby incorporated by

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Date _____
4.24.2026

reference.

4. All obligations hereunder are contingent upon the availability and continued appropriation of funds. The agencies shall not be required to transfer funds from any other account in the event that funds are reduced or unavailable.
5. The Memorandum of Understanding is effective until September 30, 2026.
6. This Memorandum of Understanding may be amended by an instrument in writing signed by both parties. Either party may terminate this agreement by providing written notice to the other party at least 60 days prior to termination.
7. The Parties agree that the obligations, agreements and promises made under this Memorandum of Understanding are not intended to be legally binding on the Parties and are not legally enforceable.
8. Disputes arising under this Memorandum of Understanding which cannot be resolved between the agencies shall be referred to the New Hampshire Department of Justice for review and resolution.
9. This Agreement shall be construed in accordance with the laws of the State of New Hampshire.
10. The parties hereto do not intend to benefit any third parties and this Memorandum of Understanding shall not be construed to confer any such benefit.
11. In the event any of the provisions of this Memorandum of Understanding are held to be contrary to any state or federal law, the remaining provisions of this Memorandum of Understanding will remain in full force and effect.
12. This Memorandum of Understanding, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Memorandum of Understanding and understandings between the parties, and supersedes all prior Memoranda of Understanding and understandings relating hereto.
13. Nothing herein shall be construed as a waiver of sovereign immunity, such immunity being hereby specifically preserved.
14. FOR AGENCY 1: New Hampshire Department of Environmental Services



[Agency Commissioner signature]

5/20/26
Date

Robert R. Scott

[Agency Commissioner name in print]

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Initials QA
Date 4.24.2026

15. FOR AGENCY 2: New Hampshire Department of Corrections

[Agency Commissioner signature]

William R. Hart, Jr.,

[Agency Commissioner name in print]

04.24.2026
Date

Approved by the New Hampshire Department of Justice for form, substance, and execution:

By: [Signature]

[Name of Assistant Attorney General]

On: 5/27/2026
Date

Approved by the Governor and Executive Council:

By: _____

On: _____
Date

Initials WRH
Date _____

04.24.2026

EXHIBIT A

SCOPE OF SERVICES

This Scope of Services describes activities that have been agreed to between the New Hampshire Department of Environmental Services (hereinafter NHDES) and the New Hampshire Department of Corrections (hereinafter NHDOC) regarding the construction of one (1) structure for ambient air monitoring in accordance with the specifications in this **Exhibit A**.

The purpose of this MOU is to fully fund the building of one (1) structure for ambient air monitoring. Funds are available in **Equipment – 03-44-44-443010-7061-030-500311**. Total funding shall not exceed \$16,000. Funds shall be available to NHDOC upon approval by the Governor and Executive Council through September 30, 2026.

For the purposes of this MOU, NHDES and NHDOC agree to the following:

1. NHDES shall arrange transportation of the building to 56 Mt. Forrest St. Berlin, NH (“SITE”).
2. NHDOC shall complete construction at their facility of one (1) structure as per the following special considerations and general building specifications:
 - a. Special considerations:
 - i. Railings: NHDOC shall build upper deck railings and prepare them for installation but not attach them to the building prior to delivery to SITE.
 1. NHDES technicians will install railings after building is delivered to SITE and set in place.
 - ii. Climate system: NHDOC shall include, but not install, heating, ventilation, and air conditioning (HVAC) per the specifications in **section f., item iv**.
 1. NHDES HVAC technicians will complete HVAC installation after building is delivered to SITE and set in place.
 - iii. Electrical: NHDOC shall include, but not install, all items/materials necessary for the interior electrical work, including, but not necessarily limited to wiring, lighting fixtures, and outlets.
 1. NHDES electricians will complete installation of all electrical work.
 - iv. Access:
 1. Upon completion of the framing of the structure, but prior to interior wall construction, and in accordance with the permits, NHDOC shall allow NHDES electricians to access the structure and complete installation of the electrical work.
 2. NHDOC shall allow inspectors to access and inspect the electrical work prior to interior enclosure.
 - b. Structure frame and exterior:
 - i. Foundation: pre-existing footings or base to be pre-installed by NHDES
 - ii. Structure size: 8 ft x 10 ft
 - iii. Frame: 2 inch x 6 inch construction
 1. Pressure treated lumber must be used for sill plates and framing materials

- within 18 inches of grade
 - iv. Windows: none
 - v. Door: 32 inch or 36 inch x 72 inch exterior door with weather trim
 - vi. Siding: Vinyl or clapboard (Color: gray with white trim)
 - vii. Ceiling height: 8 ft minimum
 - viii. Floor: 3/4 inch plywood over 2 inch x 6 inch pressure treated joists
- c. Insulation:
- i. Wall insulation: R21 (fiberglass batts or spray foam)
 - ii. Ceiling insulation: R60 (fiberglass batts or spray foam)
 - iii. Floor: R21 (rigid foam board)
- d. Roof:
- i. Minimum 4 over 12 pitch
 - ii. Asphalt shingles
 - iii. Must support 90 pounds per square foot snow load
- e. Deck and railing: **Diagrams 1, 2 and 3**
- i. 3 ft x 8 ft deck installed on the structure's roof
 - ii. Deck supports must meet requirements of the [2021 International Building Code - Decks](#)
 - iii. No stairs are required, but the railing must have a 3 ft opening in it for NHDES technicians to place a ladder for access
- f. Interior:
- i. Walls: ½ inch plywood painted off-white
 - ii. Lighting: Recessed light-emitting diode (LED) fixture(s)
 - iii. Outlets: 10 total outlets provided by NHDOC to be installed by NHDES electricians, consisting of:
 - 1. Eight (8) indoor outlets, and
 - 2. Two (2) exterior GFCI outlets on the deck as per **Diagrams 1, 2 and 3.**
 - iv. HVAC: 9000 BTU heat pump
 - v. Floor: ¾ inch plywood with vinyl, tile or paint
 - vi. Ceiling: ½ inch sheetrock
 - vii. Electrical: 100-amp panel provided by NHDOC to be installed by NHDES electricians to include all of the items in **Table 1.**

Table 1.

Carlson B121ADJ 1-Gang Blue PVC Wall Box with Adjustable Bracket, 21 cu. in.	8799	10
Pass & Seymour S1-20-RAC 4" Round Ceiling Box w/ Nails, 2-3/16" Deep, Thermoplastic, 20.25cu.in	14084	1
Raco 5385-0 Single Gang Deep Weatherproof Box, (3) 1/2" Outlets	17101	2
Taymac MM420G 1-Gang Weatherproof In-Use Cover, EXTRA DUTY, 16-in-1, 2-3/4 in. Deep, Gray	912058	2
NM-B 12/2 Copper w/Ground Non-Metallic Sheathed Branch Circuit Cable (250ft Coil)	3873	250'

NM-B 14/3 Copper w/Ground Non-Metallic Sheathed Branch Circuit Cable (Cut to Length)	301421	50'
NM-B 10/3 Copper w/Ground Non-Metallic Sheathed Branch Circuit Cable (Cut to Length)	301392	50'
Ideal BPSTCKR-25 Non-Metallic Cable Stacker w/ Angled Nail (25/Bag)	1612488	50
Steel Electric Products Co. C23 3/8 Inch Die-Cast Zinc Non-Metallic Sheathed Cable Screw Clamp Romex Connector	328480	12
Siemens SN2040B1100 100A Main Breaker Load Center, 20 Spaces / 40 Circuits, 1Phase 3Wire 120/240V, Aluminum Bus, NEMA-1, Gray	1552614	1
Lithonia CSS-L48-ALO3-MVOLT-SWW3-80CRI 4ft LED Strip Light, Switchable 3000/4000/5000 Lumens, 120-277V, Switchable 3500/4000/5000K CCT, 80 CRI	1533103	1
Siemens Q120DF 1-Pole 20A 120V AC Dual Function Arc Fault/Ground Fault (AFCI/GFCI) Circuit Breaker, Plug-On, 10kA	942105	6
Siemens Q115DFN 1-Pole 15A 120V AC Dual Function Arc Fault/Ground Fault (AFCI/GFCI) Circuit Breaker, Plug-On Neutral, 10kA	1554375	1
Siemens QSA2020SPD 1-Pole 120/240 VAC 20A 10kA Plug-On Load Terminal Circuit Breaker (SPD)	522310	1
Pass & Seymour TR20-W Commercial Grade Tamper-Resistant Duplex Receptacle Side Wire 20Amp 125Volt, White	TR20W	8
Pass & Seymour TP8-W 1Gang Wall Plate, Duplex Receptacle, Nylon, Standard - White	TP8W	8
Pass & Seymour TP1-W 1Gang Wall Plate, Toggle Switch, Nylon, Standard - White	TP1W	1
Pass & Seymour 660-WG 15 Amp 120 VAC 1-Pole White Thermoplastic Toggle Switch	1311	1
LEV GFWT2-W WH WEATHER TR ST GFCI 2	1059964	2
Rack-A-Tiers TT500 1/2" 2-Way NM Romex Connector	297740	6
3/4" Type-UA/LA Liquidtight Flexible Metallic Conduit, Steel Core, Gray PVC Jacket (Cut to Length)	297279	25'
Steel Electric Products Co. LT36 3/4 Inch Die-Cast Zinc 90 Degrees Liquidtight Flexible Conduit Connector	LT36	1
Steel Electric Products Co. LT28 3/4 Inch Die-Cast Zinc Straight Liquidtight Flexible Conduit Connector	LT28	1

3.

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Diagram 1.

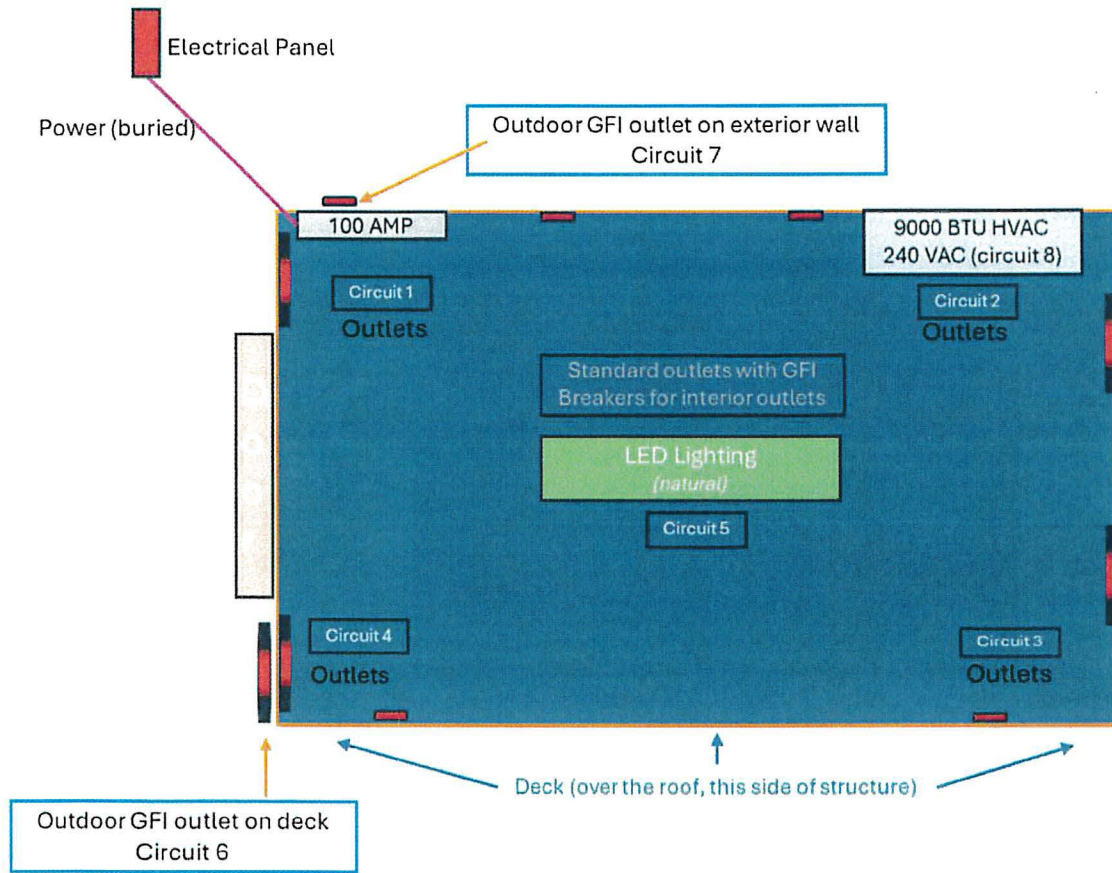
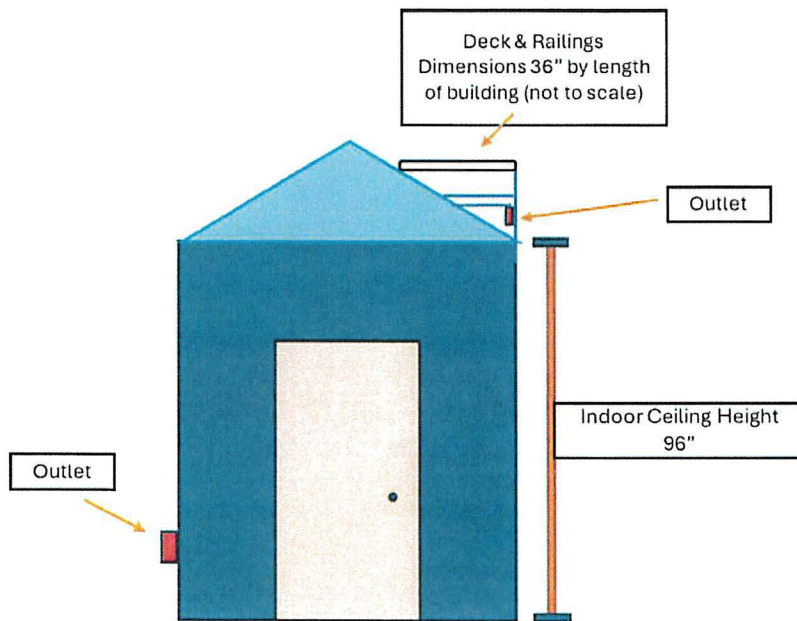
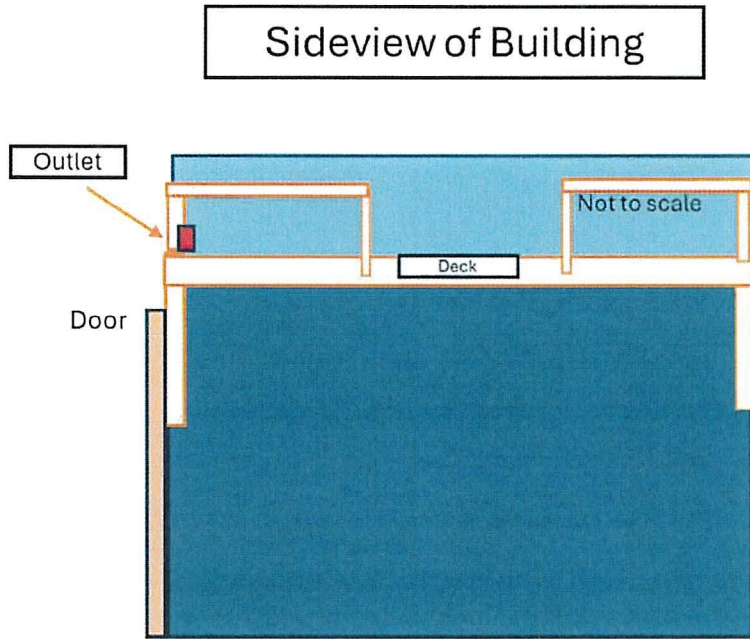


Diagram 2.



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Diagram 3.



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EXHIBIT B

PAYMENT TERMS

1. NHDES shall pay NHDOC the amount of \$16,000 for construction of the one (1) building per the description and specifications outlined in **Exhibit A**.
2. NHDES shall utilize the following Accounting String to pay NHDOC: **Equipment - 03-44-44-443010-7061-030-500311**.
3. NHDES shall process payment within 30 days of being invoiced by NHDOC.

Initials WJH
Date 04.24.2026