



The State of New Hampshire  
**Department of Environmental Services**

67- 7/29/26



**Robert R. Scott, Commissioner**

June 8, 2026

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

**REQUESTED ACTION**

Authorize the New Hampshire Department of Environmental Services (NHDES) to enter into a **RETROACTIVE** Memorandum of Understanding (MOU) with the New Hampshire Fish and Game Department (NHFG) (VC# 311244-B001) in the amount of \$5,000 for the purpose of collecting and analyzing water samples from remote, high elevation ponds for water quality condition trend analysis, effective as of June 1, 2026, upon Governor and Council approval through June 30, 2031. 100% Federal Funds.

Funding is available in the account as follows with the authority to adjust encumbrances in each of the state fiscal years through the Budget Office, if needed and justified:

|                                                                                       | <u>FY 2027</u> | <u>FY 2028</u> | <u>FY 2029</u> | <u>FY 2030</u> | <u>FY 2031</u> |
|---------------------------------------------------------------------------------------|----------------|----------------|----------------|----------------|----------------|
| 03-44-44-442010-7602-102-500731                                                       | \$1,000        | \$1,000        | \$1,000        | \$1,000        | \$1,000        |
| Dept Environmental Services, Surface Water Quality PPG, Contract for Program Services |                |                |                |                |                |

**EXPLANATION**

Under this request, NHDES will provide \$1,000 per year to NHFG from the Performance Partnership Grant allocated to NHDES from the United States Environmental Protection Agency. The funds will be used to cover the cost of helicopter rental by NHFG to stock brook trout into a number of inaccessible, high elevation ponds. Since 1981 while stocking fish, NHFG personnel have collected a water sample from the middle of the pond. This MOU will allow this sampling to continue. Samples are submitted to the Jody Connor Limnology Center, where NHDES staff analyze the samples for a variety of water quality parameters.

Since the inception of this water quality monitoring program, a total of 60 ponds were sampled through 2006. Ten ponds currently continue to be sampled in order to sustain long-term trend analyses. Due to increased cost of helicopter rental, in 2008 NHFG requested that NHDES contribute \$1,000 each year to help pay for the increased flying time related to water sampling collection. A memorandum of understanding (MOU) was established in 2008 and \$1,000 has been paid to support the sampling program each year since. This MOU is intended to extend this effort for an additional five years. It is desirable to continue this long-term trend program to document the success related to the state's acid emission reduction efforts. NHFG is responsible for all contractual agreements with the helicopter company. The MOU is **RETROACTIVE** to June 1, 2026, due to uncertainty about the program's continuation following the 2025 pause. It has since been confirmed that the project will proceed with a planned trip in June 2026, which did not allow enough time to route the MOU for approval before the trip. While this MOU is under the \$10,000 threshold, other agreements with NHFG put them over the limit, therefore this requires Governor and Council approval.

In the event that federal funds become no longer available, General Funds will not be requested to support this program.

This agreement has been approved by the Attorney General's Office as to form, substance, and execution.

We respectfully request your approval.

  
Robert R. Scott, Commissioner

# State of New Hampshire

## Interagency Memorandum of Understanding

(For use between an executive branch agency and another agency or branch of government of the State of New Hampshire)

**Whereas**, the Department of Environmental Services (NHDES) [**“AGENCY 1”**] is a duly constituted agency or branch of government of the State of New Hampshire;

**Whereas**, the Fish and Game Department (NHFG) [**“AGENCY 2”**] is a duly constituted agency or branch of government of the State of New Hampshire;

**Whereas**, pursuant to RSA 485-A and Administrative Rules Env-Wq 1700 **AGENCY 1** is responsible for:

Sampling and monitoring state surface waters for water quality condition to ensure they are attaining surface water quality standards.

**Whereas**, **AGENCY 1** desires to:

Collect surface water quality data from high altitude remote ponds as part of routine stocking activities by AGENCY 2, that are generally more challenging to access.

**Whereas**, pursuant to NH RSA Title XVIII Chapters 206, 211, and 212 and Administrative Rules under Chapter Fis 800 **AGENCY 2** is responsible for:

Stocking state waterbodies, including high elevation remote ponds with fish

**Whereas**, **AGENCY 2** desires to:

Collaborate with Agency 1 in collecting water quality samples for analysis to track water quality trends in subject waterbodies as they may relate to fish health.

**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. The Department of Environmental Services [**AGENCY 1**] agrees to [**check all that apply**]:



**A.** Pay **AGENCY 2** the amount of \$ 5,000 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 the *Performance Partnership Grant* (03-44-44-442010-7602-102-500731):



**B.** Perform the services described in the attached MOU Exhibit A, which is hereby incorporated by reference.

**2.** The Fish & Game Department (NHFG) [*AGENCY 2*] agrees to [*check all that apply*]:

☐

**A.** Pay *AGENCY 1* the amount of \$\_\_\_\_\_ for the services described in the attached MOU Exhibit A, which is hereby incorporated by reference.

*Execute the following if Box 2. A is checked:* Payment shall be provided from [*IDENTIFY FUND*]:



**B.** Perform the services described in the attached MOU 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 MOU Exhibit B, such exhibit being hereby incorporated by 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 June 30, 2031.
- 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 30 [*NUMBER*] 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** [*Name of Agency*]: New Hampshire Department of Environmental Services (NHDES)

  
[Agency Head or Commissioner signature]

Date

6/8/20

Robert R. Scott, Commissioner

[Agency Head or Commissioner name in print]

15. **FOR AGENCY 2** [*Name of Agency*]: New Hampshire Fish and Game Department (NHFG)

  
[Agency Head or Commissioner signature]

Date

22 May 2020

Stephanie Simek, Executive Director, PhD

[Agency Head or Commissioner name in print]

**PLEASE NOTE**

1. **MOU Exhibit A** (MOU Terms) and, if applicable, **MOU Exhibit B** (Payment Terms) must be attached to this form.

2. *This form is intended only for use with Interagency Memoranda of Understanding ("MOUs"). Please refer to the MOU 1 checklist and instructions when executing this document. For Interagency MOUs, Department of Justice review and execution is only required if the MOU involves an expenditure of funds in an amount which is equal to or greater than the approval threshold established by the Governor and Executive Council in Chapter MOP 161 of the Department of Administrative Services Manual of Procedures.*
3. *If more than two agencies or branches are involved in the agreement, please include all information listed above for each agency or branch, identifying them as, for example, "Agency 3," "Agency 4," and so forth.*
4. *No changes may be made to the preprinted terms of this form without the approval of the Department of Justice.*
5. *The Department of Justice and Governor and Council approvals appearing below are only required if this MOU is submitted to the Governor and Council for approval.*

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

By: . On: 6/25/2026  
 [Name of Assistant Attorney General] Date

Approved by the Governor and Executive Council

By: \_\_\_\_\_ On: \_\_\_\_\_  
 Date

**EXHIBIT A**

**Project Title:** Remote pond water sampling for a long-term study of remote pond acidity for 2026 (FY 2027) through 2030 (FY 2031).

**Project Period:** June 1, 2026 through June 30, 2031

**Project Objectives:** This Memorandum of Understanding (MOU) between the New Department of Environmental Services (NHDES) and the New Hampshire Fish and Game Department (NHFG), describes the responsibilities of each department in collecting (NHFG) and analyzing (NHDES) water quality samples for parameters related to acidification in 10 high altitude remote ponds in New Hampshire.

The purpose of this project is to collect water samples from 10 high altitude ponds for pH analysis as part of the New England Governors/Eastern Canadian Premiers acidity trend network. This work is being continued as part of a long-term study of pond acidity by NHDES.

**The NHFG agrees to complete, under this MOU, the following:**

1. Collect a water sample via helicopter for pH analysis from the following remote, high altitude ponds: Black Mountain Pond (Sandwich), Black Pond (Lincoln), Cole Pond (Enfield), Flat Mountain Pond (Waterville), Upper Greeley Pond (Livermore), Halfmile Pond (Enfield), Peaked Hill Pond (Thornton), Signal Pond (Errol), Solitude Lake (Newbury), and Trio Ponds (1&2) (Odell).
2. Deliver the water samples to an NHDES staff member at a pre-determined location.

**The NHDES agrees to complete, under this MOA, the following:**

1. Provide Pre-Labeled Sample containers to an NHFG staff member or the contractor hired by NHFG prior to the trip.
2. Provide a staff member to receive the water samples from the NHFG at a pre-determined location.
3. Provide results of the pond pH analysis to the NHFG upon request.

**EXHIBIT B**

NHDES will provide funding in the amount of \$1,000 annually for the fiscal years 2027-2031, for a total maximum allocation of \$5,000 over the term of this MOU, when the above reference trips occur. The work will occur in June and be paid for out of the next fiscal year in July.

| <b>Year</b> | <b>FY 2027</b> | <b>FY 2028</b> | <b>FY 2029</b> | <b>FY 2030</b> | <b>FY 2031</b> |
|-------------|----------------|----------------|----------------|----------------|----------------|
| Allocation  | \$1,000        | \$1,000        | \$1,000        | \$1,000        | \$1,000        |

NHFG will submit invoices to NHDES on an annual basis with supporting documentation of completion of helicopter trip for remote pond site visits.

In the case that funding becomes unavailable by either party during this time period, the parties may agree to suspend sampling for a season or until funds become available. Either party may terminate this agreement upon providing written notice to the other thirty (30) days prior to termination.