



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

Robert R. Scott, Commissioner



109 - 6/17/26

April 30, 2026

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

**REQUESTED ACTION**

Authorize the Department of Environmental Services (NHDES) to enter into a **SOLE SOURCE** Cooperative Project Agreement with the University of New Hampshire, Durham, NH (VC # 315187 B106) in the amount of \$37,078 to complete a project to protect public drinking water supplies, effective upon Governor and Council approval through December 31, 2027. 100% Federal Funds.

Funding is available in the following account:

03-44-44-441018-5564-072-500573

Dept. Environmental Services, DWSRF BIL Administration, Grants- Federal

FY2026

\$37,078

**EXPLANATION**

NHDES is requesting approval to award a **SOLE SOURCE** agreement to the University of New Hampshire (UNH) to update the state's Source Water Assessments for public water systems. This project will incorporate current data on a wide range of potential hazards to drinking water sources and will produce an updated analysis of the vulnerability of each public water source in New Hampshire to contamination. Source Water Assessments were originally developed in response to the 1996 Amendments to the Federal Safe Drinking Water Act. Between 2000 and 2003, NHDES completed assessment reports for approximately 2,950 public water supply sources. These reports evaluated the risk of contamination from nearby land uses including septage lagoons, highways, old landfills, and other potential risk factors. Updating these assessments is necessary to reflect present-day risk conditions that reflect currently available data. This is a **SOLE SOURCE** contract because UNH (NH GRANIT) is uniquely qualified to complete this assessment due to its detailed knowledge of the state GIS layers that it manages and completion of similar assessments for NHDES in the past.

Updated reports will be made available online for public water systems and municipalities to consider when implementing local efforts to protect their drinking water sources. The reports will help guide implementation of future drinking water protections and improvements.

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

We respectfully request your approval of this item.



Robert R. Scott, Commissioner

www.des.nh.gov  
29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095  
(603) 271-3503 • Fax: 271-2867 • TDD Access: Relay NH 1-800-735-2964

**COOPERATIVE PROJECT AGREEMENT**

between the

STATE OF NEW HAMPSHIRE, **Department of Environmental Services**

and the

**University of New Hampshire** of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

- A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by the State of New Hampshire, **Department of Environmental Services**, (hereinafter "State"), and the University System of New Hampshire, acting through **University of New Hampshire**, (hereinafter "Campus"), for the purpose of undertaking a project of mutual interest. This Cooperative Project shall be carried out under the terms and conditions of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, except as may be modified herein.
- B. This Project Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Project Agreement ("Effective date") and shall end on **12/31/27**. If the provision of services by Campus precedes the Effective date, all services performed by Campus shall be performed at the sole risk of Campus and in the event that this Project Agreement does not become effective, State shall be under no obligation to pay Campus for costs incurred or services performed; however, if this Project Agreement becomes effective, all costs incurred prior to the Effective date that would otherwise be allowable shall be paid under the terms of this Project Agreement.
- C. The work to be performed under the terms of this Project Agreement is described in the proposal identified below and attached to this document as Exhibit A, the content of which is incorporated herein as a part of this Project Agreement.

**Project Title: Source Water Assessment Updates**

- D. The Following Individuals are designated as Project Administrators. These Project Administrators shall be responsible for the business aspects of this Project Agreement and all invoices, payments, project amendments and related correspondence shall be directed to the individuals so designated.

**State Project Administrator**

Name: Melissa Lang  
 Address: NH Dept of Environmental Services  
29 Hazen Dr, PO Box 95  
Concord, NH 03302  
 Phone: 603-271-2950

**Campus Project Administrator**

Name: Rebecca Bannon  
 Address: University of New Hampshire  
Earth Systems Research Center  
Morse Hall, 8 College Rd  
Durham, NH 03824  
 Phone: 603-862-1381

- E. The Following Individuals are designated as Project Directors. These Project Directors shall be responsible for the technical leadership and conduct of the project. All progress reports, completion reports and related correspondence shall be directed to the individuals so designated.

**State Project Director**

Name: Melissa Lang  
 Address: NH Dept of Environmental Services  
29 Hazen Dr, PO Box 95  
Concord, NH 03302  
 Phone: 603-271-2950

**Campus Project Director**

Name: Rebecca Bannon  
 Address: University of New Hampshire  
Earth Systems Research Center  
Morse Hall, 8 College Rd  
Durham, NH 03824  
 Phone: 603-862-1381

Campus Authorized Official

*KJ*

Date

2/25/26

F. Total State funds in the amount of \$37,078 have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.

Check if applicable:

Campus will cost-share 0 % of total costs during the term of this Project Agreement.

Federal funds paid to Campus under this Project Agreement are from Grant/Contract/Cooperative Agreement No.99115S25 from **US Environmental Protection Agency (EPA)** under CFDA#66.468 Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

G. Check if applicable

Article(s) \_\_\_\_\_ of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002 is/are hereby amended to read:

H.  State has chosen **not to take** possession of equipment purchased under this Project Agreement.  
 State has chosen **to take** possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's end-date. Any expenses incurred by Campus in carrying out State's requested disposition will be fully reimbursed by State.

This Project Agreement and the Master Agreement constitute the entire agreement between State and Campus regarding this Cooperative Project, and supersede and replace any previously existing arrangements, oral or written; all changes herein must be made by written amendment and executed for the parties by their authorized officials.

IN WITNESS WHEREOF, the University System of New Hampshire, acting through the **University of New Hampshire** and the State of New Hampshire, **Department of Environmental Services** have executed this Project Agreement.

By An Authorized Official of:

University of New Hampshire

Name: Rebecca O. Bannon

Title: Project Director

Signature and Date:

Rebecca O. Bannon 2/25/2026

By An Authorized Official of: the New Hampshire Office of the Attorney General

Name: Keely Louato-Latham

Title: Assistant Attorney General

Signature and Date:

Keely Louato-Latham 5/28/2026

By An Authorized Official of:

Department of Environmental Services

Name: Robert R. Scott Robert R. Scott

Title: Commissioner

Signature and Date:

Robert R. Scott

By An Authorized Official of: the New Hampshire Governor & Executive Council

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature and Date: \_\_\_\_\_

## EXHIBIT A

A. **Project Title:** Source Water Assessment Updates

B. **Project Period:** Upon Governor & Council Approval-December 31, 2027

C. **Objectives:**

Update NHDES Source Water Assessments for each public water system to include current data on various hazards to drinking water sources and provide an individual vulnerability ranking for each public water system in New Hampshire. The risk assessment approach will follow, in a majority of cases, the previous methodology as found in the New Hampshire Drinking Water Source Assessment Program (May 1999), hereafter "SWAP Methodology" or "plan" or as modified based upon a UNH and NHDES consensus approach.

D. **Scope of Work:** The University of New Hampshire will use New Hampshire Department of Environmental Services (NHDES) grant funds to assess each public water system's vulnerability to a number of source water hazards. NHDES will provide data and a list of source water hazards to be included and assessed using the assessment criteria. The results will include individual assessments for each community and non-community, non-transient public water system source with a determined ranking classified as high, medium, or low risk in terms of their vulnerability to individual source water hazards.

D. **Deliverables Schedule:** Specifically, the following tasks will be accomplished:

Task 1. Project Development and Data Compilation

a. Meet monthly with NHDES to discuss project progress, data availability and suitability for risk analytics. UNH will consult with NHDES on spatial and non-spatial data and analytical options that better define source water hazard risk that were not previously available during the last source water assessment. This task will include developing modifications and additions (e.g., climate risk) to the assessments and use newer data that will improve the overall risk assessment(s) as part of the update.

b. Update the GIS Methodology for the NHDES SWAP. UNH will work with NHDES to draft an updated source water assessment "GIS Methodology" document that will serve as a detailed instruction for conducting the geospatial analysis. It will include:

i. Data descriptions that include the source, accuracy, layer names, fields and field attribute values as well as any exclusions of data (subsets) used in the analysis, as well as gaps or significant error(s) within spatial and non-spatial data that should be used to qualify the accuracy, precision or completeness of the source water assessments.

ii. The GIS Methodology document will include data-processing steps in flowcharts that show the chronological order of GIS processing steps for each criterion that results in finished assessment reports.

UNH will consult with NHDES to complete a final agreed upon methods document for producing the assessments in advance of conducting the final assessments.

Deliverables: A MS Word/PDF document that includes the updated Source Water Assessment Methodology Plan document that reflects NHDES comments.

**Task 2. Complete Final Source Water Assessment Reports and Maps**

UNH will update all community (C) and non-community, non-transient non-community (P) Source Water Assessment Reports for each public water system source in New Hampshire in a manner that is similar in structure, format and content to the current published reports found on the NHDES website. NHDES and UNH may propose format or content changes to improve clarity or readability.

- a. Assessment reports will be sent to NHDES for review and comment before being finalized.
- b. The reports will be formatted to all NHDES publishing requirements (including federal ADA requirements) necessary to be placed upon the NHDES website.
- c. UNH will propose a process for NHDES to provide updated public water supply data in the future that will be easily incorporated into the ArcGIS Model Builder model to generate updated assessment reports. UNH will preserve this project's data and GIS files necessary to reproduce the assessment reports until NHDES and UNH have determined an update process and schedule.

Deliverables: Source Water Assessment Reports for each community and non-community, non-transient public water system source in New Hampshire meeting NHDES publication and online media requirements.

Quarterly progress report forms must be completed by grant recipients or their subcontractor and submitted to NHDES every three months.

**F. Budget and Invoicing Instructions:**

Campus will submit invoices to State on regular Campus invoice forms no more frequently than monthly and no less frequently than quarterly. Invoices will be based on actual project expenses incurred during the invoicing period, and shall show current and cumulative expenses by major cost categories as shown below. State will pay Campus within 30 days of receipt of each invoice.

Budget Items	State Funding	Cost Sharing	Total
Task 1	\$10,267	\$0	\$10,267
Task 2	\$26,811	\$0	\$26,811

## EXHIBIT B

This Project Agreement is funded under a Grant/Contract/Cooperative Agreement to State from the Federal sponsor specified in Project Agreement article F. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant/Contract/Cooperative Agreement are hereby adopted in full force and effect to the relationship between State and Campus, except that wherever such requirements, regulations, provisions and terms and conditions differ for INSTITUTIONS OF HIGHER EDUCATION, the appropriate requirements should be substituted (e.g., OMB Circulars A-21 and A-110, rather than OMB Circulars A-87 and A-102). References to Contractor or Recipient in the Federal language will be taken to mean Campus; references to the Government or Federal Awarding Agency will be taken to mean Government/Federal Awarding Agency or State or both, as appropriate.

Special Federal provisions are listed here:  None or **Uniform Guidance issued by the Office of Management and Budget (OMB) in lieu of Circulars listed in paragraph above. .**