



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner



96 - 6/17/26

April 7, 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** agreement with Rockingham Planning Commission (VC# 154887-B001), Exeter, NH, in the amount of \$100,000 to identify and address coastal flooding vulnerabilities related to drinking water infrastructure and critical source water assets and protection areas, effective upon Governor and Council approval through June 30, 2028. 100% Federal funds.

Funds are available in the following account.

	<u>FY2026</u>
03-44-44-441018-5564-102-500731	\$100,000
Dept. Environmental Services, DWSRF BIL Administration, Contracts for Program Services	

EXPLANATION

NHDES requests approval of a **SOLE SOURCE** agreement with the Rockingham Planning Commission (RPC). This agreement is **SOLE SOURCE** because in 2019, RPC received a NHDES Drinking Water Groundwater Bureau (DWGB) Source Protection Program grant to conduct a Regional Drinking Water Protection Assessment and Vulnerability Report and this project builds on that effort. In January 2024, Weston & Sampson presented on the [Vulnerability Assessment \(VA\)](#), which calculated a vulnerability score for several municipalities, one of which is in the RPC's region, weighing the impact that exposure, sensitivity, and adaptive capacity have on different asset types. RPC is currently participating in a National Fish and Wildlife Foundation National Coastal Resilience Fund project ([NFWF Phase II project](#)) to use the new NH Coastal Flood Risk Model to rank risk of key infrastructure assets around coastal New Hampshire, using the Woods Hole Group methodology demonstrated in the [Falmouth Vulnerability Study](#).

The agreement will address gaps in understanding how coastal flooding could impact drinking water infrastructure, as well as critical source water assets and protection areas. RPC will inventory and evaluate assets vulnerable to flooding across their regions, including public water supply wells, surface water sources, and water lines. Following methods used in the NFWF Phase II project, RPC will complete a flood risk assessment and identify priority implementation projects. This effort will use the NH Coastal Flood Risk Model and the groundwater rise maps, as well as the 2026 NH Coastal Flood Risk Guidance.

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

We respectfully request your approval.

A handwritten signature in black ink, appearing to read "Robert R. Scott", is written over a horizontal line. The signature is cursive and stylized.

Robert R. Scott, Commissioner


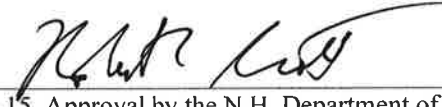
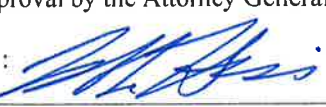
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03302-0095	
1.3 Contractor Name Rockingham Planning Commission		1.4 Contractor Address 156 Water Street Exeter, NH 03833	
1.5 Contractor Phone Number 603-658-0518	1.6 Account Unit and Class 03-44-44-441018-5564-102-500731	1.7 Completion Date June 30, 2028	1.8 Price Limitation \$100,000
1.9 Contracting Officer for State Agency Rebecca Katz, Coastal Resilience Grants Specialist		1.10 State Agency Telephone Number 603-559-0024	
1.11 Contractor Signature  Date: 2/25/26		1.12 Name and Title of Contractor Signatory Dave Walker, Executive Director	
1.13 State Agency Signature  Date: 4/8/26		1.14 Name and Title of State Agency Signatory Robert R. Scott, Commissioner Robert R. Scott, Commissioner, NHDES	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 4/24/2026			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 (“State”), engages contractor identified in block 1.3 (“Contractor”) to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference (“Services”).

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 (“Effective Date”).

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State’s liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor’s order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor’s books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State’s point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

26. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Exhibit A
Special Provisions

Federal Funds paid under this agreement are from a Grant to the State from the U.S. Environmental Protection Agency, Drinking Water State Revolving Loan Funds under CFDA #66.468.

All applicable requirements, regulations, provisions, terms and conditions (<https://www.epa.gov/grants/grant-terms-and-conditions>) of this Federal Grant are hereby adopted in full force and effect to the relationship between this Department and the Contractor.

Exhibit B
Scope of Services

Project Title: Coastal NH Drinking Water Resource Flood Risk Assessment, Actions, and Implementation

Project Summary: This effort proposes to build on completed and ongoing work and fill gaps about coastal flood vulnerabilities to drinking water infrastructure and critical source water assets and protection areas. The Rockingham and Strafford Regional Planning Commissions (RPCs) will build on existing information from their past efforts to inventory and evaluate assets vulnerable to flooding across their regions, including public water supply wells, surface water sources, and water lines. Following methods used in the NFWF Phase II project, both RPCs, together with New Hampshire Coastal Program (NHCP) staff, will score consequence and adaptive capacity of assets to complete a flood risk assessment. They will then identify priority implementation projects and advance adoption and implementation for municipalities. This effort will use the NH Coastal Flood Risk Model (expected in February 2026) and the groundwater rise maps (published December 2025), as well as the 2026 NH Coastal Flood Risk Guidance.

Task 0) Advisory Team

Timeline: April 2026 – June 2028

Estimated budget: \$1,000

Description: This advisory team will be comprised of the RPCs, staff from the NHDES Drinking Water and Groundwater Bureau (DWGB) the NHDES Coastal Program (NHCP), and other key coastal watershed stakeholders, such as municipal staff or public water systems staff. The role of this advisory team is to help to obtain data, determine focus of analysis, and provide input and feedback on draft and final deliverables. This team will meet on an as needed basis, up to five meetings, and be set up and facilitated by the RPCs with support from the NHCP staff.

Task 1) Refining Coastal Flood Risk Summary Part II: Guidance report

Timeline: April – October 2026

Estimated budget: \$5,000

Description: Support the Coastal Flood Risk Summary Part II: Guidance to make sure it addresses drinking water and groundwater issues for municipalities. Conduct meaningful engagement around the Guidance to ensure municipalities can use it for Drinking Water Groundwater (DWG) asset management and source water protection. This includes but isn't limited to public comment workshops (up to two), continued engagement on the Coastal Flood Risk Summary Steering Committee and Guidance Team, advising on a web-based guidance tool, and associated training and engagement (up to three events).

Deliverables: Complete Coastal Flood Risk Summary: Guidance report; Public Comment Workshops; associated engagement materials from training events.

Task 2) Drinking Water Asset Inventory and Consequence Assessments

Timeline: April – February 2027

Estimated budget: \$42,000

Description: RPC will compile data about drinking water and related assets, including infrastructure and zoning, focusing on areas vulnerable to coastal flooding and groundwater rise. RPC will then assess the criticality of those assets, including community reliance and anticipated future criticality/development.

Deliverables: Inventory of drinking water assets; criticality assessments of asset inventory; published summary report with assets quantified by town.

Task 2.1 Asset and Local Policy Inventory

Timeline: April - December 2026

Description: Once project geography is established, the RPCs will work with key community champions to create an inventory of physical assets potentially vulnerable to coastal storm flooding, groundwater rise, sea level rise as well as an inventory of key policies in place to protect public drinking water. Community champions are defined as key local representatives in the coastal watershed, such as municipal staff, drinking water and wastewater stakeholders, etc. There may be overlap/consistency between community champions identified for this project and those identified in the upcoming NFWF Flood Hazards Assessment project.

2.1.1 Risk Framework for Assets and Determining Feasibility

Timeline: April – July 2026

Description: RPCs in conjunction with the advisory team will develop a risk framework for assets using available guidance documents and the 2026 DES VAs. This framework will inform project geography and prioritize the assets to focus on in Tasks 2.1.3 and 2.1.4, ensuring the project partners understand where, why, and how specific drinking water assets are or are not vulnerable to coastal flood hazards such as sea-level rise, groundwater rise and intrusion, coastal flooding, and erosion.

2.1.2 Establish Assessment Geography & Obtain Asset Management Information Sharing Agreements

Timeline: May – June 2026

Description: Informed by the Risk Framework developed in Task 2.1.1, RPC will determine the appropriate geography for the assessment based on an initial assessment what drinking water assets are at risk of surface water flooding, erosion, groundwater rise, and saltwater intrusion in their regions and through discussion with the Advisory Team (Task 0). The assessment geography should include the vulnerable drinking water assets in at least 2 of the Coastal Zone communities in each of the RPCs' regions. As needed, RPCs will work with water infrastructure stakeholders to obtain access to protected asset management

information and agree upon appropriate information-sharing of input data and project results.

2.1.3 Identify, Determine Feasibility, and Fill Data Gaps

Timeline: August – October 2026

Description: RPC will identify and fill in data gaps with the support of the advisory team. This may include creating new datasets of prioritized assets from Task 2.1.1, depicting estimated locations of domestic wells and septic systems, and elevations of critical underground and aboveground drinking water and wastewater infrastructure, such as third-party analysis of infrastructure. This may include obtaining drinking water/wastewater engineering files (electronic/paper) from NHDES or town Departments of Public Works, coding attributes (type of infrastructure, depth, etc.) and/or converting that from Computer Aided-Design (CAD) to Geospatial information system (GIS) files and georeferencing/making maps in a handful of towns deemed to be at greatest risk based on the new mapping. Analysis will be based on the feasibility of filling the identified data gap. The advisory team will assist with acquiring existing data for RPC, when necessary.

2.1.4 Compile Drinking Water Assets

Timeline: October – December 2026

Description: Building on 2.1.3, compile an inventory of key drinking water and related assets with critical attributes. Asset categories may include, but are not limited to, public water supplies (community and non-transient, non-community systems), utility infrastructure, private wells and septic systems (resources include the [DES Subsurface Application Query](#)), critical facilities (e.g., wastewater treatment facilities, drinking water treatment), and stormwater infrastructure (culverts, outfalls, catch basins, etc.).

2.1.5 Compile Municipal Policy Inventory

Timeline: October - December 2026

Description: Municipal policy inventory may include data about surface or groundwater protections, such as setbacks, stormwater ordinances, buffer ordinances, and other relevant local policies and protections, to evaluate higher risk areas and planning policies that mitigate impacts to new development/investment. This may be an update of existing municipal inventory work completed by RPC, including other initiatives such as the Piscataqua Region Environmental Planning Assessments. Policies and protections in place within municipalities may inform adaptive capacity scoring in Task 2.3.

Task 2.2 Consequence assessment

Timeline: November 2026 - February 2027

Description: RPC/SPRC will work with key community champions to develop consequence scoring criteria framework and score asset criticality identified in 2.1, following similar methodology to the NFWF NH Coastal Flood Risk Model Phase II project and the Falmouth Vulnerability Assessment.

Task 2.2.1 Develop scoring criteria framework

Timeline: November 2026 – December 2026

Description: Scoring criteria will be determined by the RPCs in collaboration with the advisory team and community champions and may include area of service loss, duration of service loss, cost of damage, impact of public safety & emergency services, impact on important economic activities, impact on public health & environment, impact of current regulation, and anticipated future development.

Task 2.2.2 Score assets

Timeline: January – February 2027

Description: The RPCs will work with the advisory team and community champions to score assets identified in Task 2.1, according to the framework developed in Task 2.2.1.

Task 2.3 Adaptive Capacity assessment

Timeline: November 2026 – February 2027

Description: The RPCs will use information compiled in Task 2.1.5 and work with advisory team and community champions to score adaptive capacity of assets identified in Task 2.1, drawing from the DES VA methods, and the framework created in Task 2.2.

Task 3) Municipal Drinking Water Flood Risk Assessments and Recommendations

Timeline: March – September 2027

Estimated budget: \$12,000

Description: Using best available flood hazard data including the NH Coastal Flood Risk Model and groundwater rise maps and the consequence and adaptive capacity scoring from Task 2, complete a drinking water flood risk assessment. Based on the results, prepare **Municipal Drinking Water Flood Risk Assessment and Recommendation Reports** that include recommended adaptation actions for implementation for the highest priority assets based on risk scores.

Deliverables: Coastal Flood Exposure and Adaptive Capacity Assessments; Coastal Flood Risk Determinations; Updated/ **Municipal Assessment and Recommendation Summary Reports**

Task 3.1 Probability of Flooding Determinations

Timeline: March – June 2027

Description: RPC will collaborate with NHDES to evaluate coastal flood risks to the assets identified in Task 2 using the Coastal Flood Risk Guidance, Coastal Flood Risk Model, and groundwater rise maps.

Task 3.2 Coastal Flood Risk Determinations

Timeline: March – June 2027

Description: Using the results from Tasks 2.2 and 3.1, RPC will determine risk using the following formula, adopted from the VA and Falmouth Vulnerability Assessment: **Risk (R) = (Probability of flooding (P) x Consequence of failure (C)) / Adaptive capacity (A)** to determine a relative risk score for each asset identified in Task 2.

Task 3.3 Municipal Drinking Water Flood Risk Summary Reports

Timeline: April – October 2027

Description: Update (RPC) the **Municipal Drinking Water Flood Risk Assessment and Recommendation Reports** for each municipality, incorporating the *results from Tasks 2 and 3*. Reports will each include:

- a) a summary of the community's drinking water assets and infrastructure (Task 2),
- b) Results from the Coastal Flood Risk Determinations (Task 3.2)
- c) Recommended actions for implementation based on risk assessment findings.
 - o These should include both infrastructure improvements as well as planning and regulatory actions.
 - o These should also include recommendations for policies that incentivize development in lower risk areas and deter development in high-risk areas.

Task 4) Implementation for Drinking Water Resilience

Timeline: August 2027 – June 2028

Estimated budget: \$38,500

Description: RPC/SPRC will solicit interest in advancing implementation of the Task 3.3 Municipal Assessment and Recommendation Summary Reports. RPC will also work to advance implementation of recommendations from the 2026 VAs—these implementation projects may begin planning prior to completion of the Task 3 Summary Reports. An implementation project may be defined as reaching a key milestone toward action, such as a draft ordinance completed, a grant application submitted, or preliminary engineering design completed.

Deliverables: 2-4 communities selected for implementation projects; 3-5 actions selected from Task 3.3 or 2026 VAs; 3-5 implementation projects completed.

Task 4.1 Solicit interest for implementation projects among municipalities

Timeline: August 2027 - June 2028

Description: Solicit interest in advancing implementation from the recommendations in Task 3.3 or the VAs in 2-4 communities.

Task 4.2 Advance implementation

Timeline: August 2027 - June 2028

Description: Select 3-5 actions from Task 3.3 or 2026 VAs. Complete 3-5 implementation projects.

Task 5) Project Management

Timeline: Upon Governor and Council Approval through June 30, 2028

Estimated budget: \$1,500

Description: RPC will prepare and submit Interim Report(s) (template to be provided by NHCP) within 30 days of the reporting periods detailed below that summarizes the work performed under all activities during the following periods:

- G&C approval – December 31, 2026
- January 1, 2027 – December 31, 2027

All work must be completed prior to the completion date of June 30, 2028. The final report will be due by the contract end date of June 30, 2028.

Deliverables: Two interim reports; one final report

Exhibit C
Method of Payment and Contract Price

The State shall pay to the Contractor the total reimbursable program costs in accordance with the following requirements:

Reimbursement requests for program costs shall be made by the Contractor using a payment request form as supplied by the State, which shall be completed and signed by the Contractor. The payment request form shall be accompanied by proper supporting documentation in the amount of each requested disbursement. Documentation of reimbursable costs may include invoices for supplies, equipment, services, contractual services, and a report of personnel, travel and indirect costs. For projects that demonstrate progress solely through the submission of interim progress reports, payments shall be made upon receipt, review and approval of the interim progress report and accompanying payment request form. Payments shall be made to the Contractor no more frequently than monthly.

The total reimbursement shall not exceed the grant award of \$100,000. Matching funds are not required for this contract.

CERTIFICATE OF AUTHORITY

I, Glenn Coppelman, Secretary of the Rockingham Planning Commission, do hereby certify that:

- (1) I am the duly elected Secretary;
- (2) at the meeting held on May 28, 2025, the Rockingham Planning Commission voted to accept funds and to enter into a contract with the NH Department of Environmental Services;
- (3) the Rockingham Planning Commission further authorized the Executive Director to execute any documents which may be necessary for this contract;
- (4) this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- (5) the following person has been appointed to and now occupies the office indicated in (3) above:

David Walker, Executive Director

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Rockingham Planning Commission, this 25th day of FEBRUARY 2026.



Glenn Coppelman, Secretary

STATE OF NEW HAMPSHIRE

County of Rockingham

On this the 25th day of February, 2026 before me Annette Pettengill the undersigned officer, personally appeared Glenn Coppelman who acknowledged himself to be the Secretary of the Rockingham Planning Commission being authorized so to do, executed the foregoing instrument for the purpose therein contained.

In witness whereof, I have set my hand and official seal.



Annette Pettengill, Notary Public

Commission Expiration Date: 3/3/26
(Seal)





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/26/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Liberty Mutual Insurance PO Box 188065 Fairfield OH 45018	CONTACT NAME: PHONE (A/C No. Ext): 800-962-7132 FAX (A/C, No): 800-845-3666 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: The Ohio Casualty Insurance Company 24074 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Rockingham Planning Commission 156 Water St Exeter NH 03833		

COVERAGES

CERTIFICATE NUMBER: 0284374161

REVISION NUMBER: 2016-03


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Businessowners	X		BZO58281160	07/01/2025	07/01/2026	EACH OCCURRENCE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000
							MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 2,000,000
							GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COMP/OP AGG \$ 4,000,000
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See Additional Remarks

CERTIFICATE HOLDER**CANCELLATION**

NH Dept of Environmental Services 29 Hazen Drive Po Box 95 Concord NH 03302-0095	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  Curtis Luken
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CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Rockingham Regional Planning Commission 156 Water Street Exeter, NH 03833	Member Number: 563	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ PO Box 23 Hooksett, NH 03106-9716
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not	
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence	
			General Aggregate	
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2026	1/1/2027	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease -- Each Employee	\$2,000,000
			Disease -- Policy Limit	
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only. Pollution and hazardous waste related liabilities, expenses and claims are excluded from coverage in the coverage document.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange
			By: <i>Mary Beth Purcell</i>
			Date: 1/29/2026 mpurcell@nhprimex.org
State of NH, Dept of Environmental Services 29 Hazen Drive, PO Box 95 Concord NH 03302-0095			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

**Attachment A
Budget Estimate**

Budget by federal budget category

Item	Federal	Total
Personnel	\$42,609	\$42,609
Fringe		
Equipment		
Travel	\$1,500	\$1,500
Supplies	\$500	\$500
Sub-Contractual		
Construction		
Other		
Indirect*	\$55,391	\$55,391
TOTALS	\$100,000	\$100,000

*RPC has a Negotiated Indirect Cost Agreement established by the Department of the Interior for the Economic Development Administration, RPC's federal cognizant agency. The rate is 112% of direct salaries and wages. All fringe costs such as health insurance and paid time off are included within the indirect cost pool. Further, the rate is a predetermined rate applicable to all programs.

Budget by Task

Task #	Task Name	Estimated	Cumulative
0	Advisory Team	\$1,000	
1	Refining Coastal Flood Risk Summary Part II: Guidance report	\$5,000	
2	Drinking Water Asset Inventory and Consequence Assessments	\$42,000	
	<i>2.1 Asset and Local Policy Inventory</i>	\$34,000	
	<i>2.2 Consequence assessment</i>	\$5,000	
	<i>2.3 Adaptive Capacity assessment</i>	\$3,000	
3	Municipal Drinking Water Flood Risk Assessments and Recommendations	\$12,000	
	<i>3.1 Probability of Flooding Determinations</i>	\$2,000	
	<i>3.2 Coastal Flood Risk Determinations</i>	\$3,000	
	<i>3.3 Municipal Drinking Water Flood Risk Summary Reports</i>	\$7,000	
4	Implementation for Drinking Water Resilience	\$38,500	
5	Project Management and Reporting	\$1,500	
TOTAL		\$100,000	