The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

CSG

107

October 11, 2023

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

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to enter into an agreement with the Strafford Regional Planning Commission (VC# 155570-B001), Rochester, NH, in the amount of $37,300 for the *Downtown Newmarket Riverfront Master Plan Update* project, effective upon Governor and Council approval through June 30, 2025. 100% Federal Funds.

Funds are available in the following account:

	FY 2024
03-44-44-442010-3642-072-500575	$37,300
Dept. of Environmental Services, Coastal Zone Management, Grants-Federal	

EXPLANATION

NHDES requests approval to enter into a grant agreement for $37,300 with the Strafford Regional Planning Commission (SRPC) to complete the Downtown Newmarket Riverfront Master Plan Update Project (the Project). The NHDES Coastal Program (NHCP) issued a Request for Proposals (RFP) on March 13, 2023, for coastal community and habitat resilience projects. Projects eligible to receive funding from NHCP's competitive Coastal Resilience Grant funding opportunity included projects that build neighborhood, grassroots, or municipal capacity for coastal resilience work; integrate coastal flood risk guidance into local plans and regulations; and site-specific projects that increase the resilience of physical assets. Nine eligible proposals were received and ranked according to selection criteria and selection committee discussion. Four proposals were selected and three accepted to receive funding, including the proposal submitted by the SRPC and the Town of Newmarket for a downtown riverfront flooding update to the town's Master Plan. A scoring matrix that includes a list of the selection committee, along with their titles and level of experience is provided in Attachment B.

The SRPC will work with the Town of Newmarket and Plan New Hampshire, a non-profit focused on excellence in planning, design and development of NH's communities, to create a Riverfront Community Design master plan chapter, pursuant to RSA 674:2. This plan will incorporate a comprehensive land use and vision to improve and preserve areas of the downtown waterfront for park improvements and infrastructure upgrades with a focus on coastal resiliency and accessibility, to guide the Town in mitigating adverse impacts of sea level rise and flooding events. Total project costs are budgeted at $55,315. DES will provide $37,300 of the project costs through this federal grant. The SRPC and the

Town of Newmarket will provide $18,015 in non-federal matching funds. A budget breakdown is provided in Attachment A.

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 content.

We respectfully request your approval.

Robert R. Scott, Commissioner

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Environmental Services		**1.2. State Agency Address** 222 International Drive, Suite 175 Portsmouth, NH 03801	
1.3. Grantee Name Strafford Regional Planning Commission		**1.4. Grantee Address** 150 WAKEFIELD ST STE 12, Rochester, NH 03867	
1.5 Grantee Phone # (603) 994-3500	**1.6. Account Number** 03-44-44-442010-3642-072-500575	**1.7. Completion Date** June 30, 2025	**1.8. Grant Limitation** $37,300
1.9. Grant Officer for State Agency Kirsten Howard		**1.10. State Agency Telephone Number** 603-559-0020	
If Grantee is a municipality or village district: **"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."**			
1.11. Grantee Signature 1		**1.12. Name & Title of Grantee Signor 1** Jennifer Czysz, Executive Director	
Grantee Signature 2		**Name & Title of Grantee Signor 2**	
Grantee Signature 3		**Name & Title of Grantee Signor 3**	
1.13 State Agency Signature(s)		**1.14. Name & Title of State Agency Signor(s)** Robert R. Scott, Commissioner	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) **By:** **Assistant Attorney General, On:** 10/20/2023			
1.16. Approval by Governor and Council (if applicable) **By:** **On:** / /			

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

4. EFFECTIVE DATE; COMPLETION OF PROJECT.

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

5. GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.

5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.

5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5. Notwithstanding anything 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 Grant limitation set forth in block 1.8 of these general provisions.

6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.

7. RECORDS and ACCOUNTS.

7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership

8. with, the entity identified as the Grantee in block 1.3 of these provisions

8.1. PERSONNEL.

The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized

8.2. to perform such Project under all applicable laws.

The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with

8.3. the State, or who is a State officer or employee, elected or appointed.

The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant

9. Officer, and his/her decision on any dispute, shall be final.

9.1. DATA; RETENTION OF DATA; ACCESS.

As used in this Agreement, the word "data" shall mean all 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, paper, and documents, all whether finished or unfinished.

9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4. On and after the Effective Date 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, whichever shall first occur.

9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. EVENT OF DEFAULT; REMEDIES.

11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 Failure to perform the Project satisfactorily or on schedule; or

11.1.2 Failure to submit any report required hereunder; or

11.1.3 Failure to maintain, or permit access to, the records required hereunder; or

11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.

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

11.2.1 Give the Grantee 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) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 Give the Grantee 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 Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Grantee Initials C

Date 8/30/23

approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.

16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

17. INSURANCE.

17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury or death any one incident, and $500,000 for property damage in any one incident; and

17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.

18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

19. 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 first above given.

20. 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 Council of the State of New Hampshire, if required or by the signing State Agency.

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.

22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

23. 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 relating hereto.

24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Grantee Initials JC

Date 12/30/23

Exhibit A
Special Provisions

Federal Funds paid under this agreement are from a Contract Agreement to the State from the US Department of Commerce (DOC), National Oceanic and Atmospheric Administration under CFDA # 11.419. All applicable requirements, regulations, provisions, terms and conditions of this Federal Contract Agreement are hereby adopted in full force and effect to the relationship between this Department and the Contractor.

In addition to the General Provisions of Paragraph 1 through 24, the following provisions as required by federal regulations apply to this Agreement:

I) ***Nondiscrimination.*** The Contractor shall comply with 15 CFR part 8 which prohibits discrimination under any program or activity receiving DOC assistance on the basis of race, color, national origin, gender or handicap, and 15 CFR part 20 which prohibits discrimination based on age.

II) ***Financial management***. *The Contractor shall comply with 2 CFR part 200 Subpart D* and the specific standards regarding financial reporting, accounting records, internal control, budget control, allowable cost, source documentation, and cash management outlined therein.

III) ***Allowable costs***. All costs charged to this Agreement shall be eligible, necessary, and reasonable for performing the tasks outlined in the approved project scope of services. The costs, including match, shall be incurred during the period of performance of the project, and shall be allowable, meaning that the costs must conform to specific federal requirements detailed in *2 CFR part 200 Subpart E*.

IV) ***Matching funds***. All matching funds contributed by the Contractor shall conform to the same laws, regulations, and Contract conditions as the federal funds in the Agreement and referenced in *2 CFR part 200 Subpart E.*

V) ***Property Management.*** The Contractor shall comply with the property management and procedures detailed in 2 CFR Part 200 Subpart D.

VI) ***Debarrment and Suspension.*** The Contractor shall comply with 2 CFR Part 200 Subpart C. By signing and submitting the Agreement, the Contractor certifies that they have not been debarred or suspended by a government agency. The Contractor will not make any award or permit any award (subcontract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension.

VII) ***Procurement.*** When purchasing goods or services with contract or match funds, the Contractor shall comply with procurement regulations as detailed in 2 CFR Part 200 Subpart D which include procurement standards, competition, methods of procurement, contract cost and price, agency review, bonding requirements, and contract provisions.

a. Assignment of Subcontracts. The Contractor shall not assign, or otherwise transfer any interest in this contract without the prior written consent of the Contract Owner and the State.

Grantee Initials JC
Date 8/30/23

b. Subcontracts. The Contractor shall:

i. Ensure that every subcontract includes provisions for compliance with Federal and State standards applicable to the contract;

ii. Ensure that every subcontract includes any clauses required by Federal statute and executive orders and their implementing regulations; and

iii. Ensure that subcontractors are aware of requirements imposed upon them by State and Federal statutes and regulations.

VIII) ***Participation by Disadvantaged Business Enterprises.*** The Contractor shall comply with the terms of 2 CFR Part 200 Subpart D, which requires that organizations conduct a competitive procurement process making a good faith effort to utilize goods and services provided by disadvantaged businesses.

IX) ***New Restrictions on Lobbying: Interim Final Rule.*** The Contractor shall comply with the terms of 15 CFR part 28 and 2 CFR Part 200 Subpart E which prohibit the use of federal Contract funds to influence (or attempt to influence) a federal employee, and requires the submission of Standard Form LLL ("Disclosure of Lobbying Activities") if *non*federal funds have been used to influence (or attempt to influence) a federal employee.

X) ***Drug-Free Workplace.*** The Contractor shall comply with the terms of 2 CFR part 1329 which require that as a condition of the Agreement, certification that they maintain a drug-free workplace. By signing and submitting the Agreement, the Contractor e certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity associated with the Agreement.

XI) ***Bonding requirements.*** The Contractor shall comply with 2 CFR Part 200 Subpart D for construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold (currently $150,000), the minimum requirements shall be as follows:

a. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

b. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

XII) ***Federal Funding Accountability and Transparency Act (FFATA).*** The Contractor shall comply with the terms of the FFATA by providing NHDES with their Unique Entity Number (UEI), and all applicable Executive Compensation Data information as required under the FFATA. The UEI is EH6DCUZCN8K3.

Grantee Initials JC
Date 6/30/23

Exhibit B
Scope of Services

Project Title: Town of Newmarket Community Design Master Plan Chapter: Downtown Riverfront

Project Goal: The project goal is to create a Riverfront Community Design Master Plan chapter, pursuant to RSA 674:2, to incorporate a comprehensive land use and vision to improve and preserve areas of the downtown waterfront. Strafford Regional Planning Commission (SRPC) and the Town of Newmarket (TON) will develop a Community Design chapter starting at the riverfront.

Task 1: Project Kickoff
Estimated timeframe: Nov - Dec 2023

Responsible team members: SRPC Lead, TON

Task 1.1 Initial project team meetings
Estimated timeframe: Nov - Dec 2023
Meet with project team and prepare documents for visioning session.

Deliverable:
- Summary of Key Engagement Tasks
    - Summary of key engagement tasks, with particular focus on the visioning session, identified by the project team during the kickoff process which build upon existing efforts & consider next steps beyond the grant period.

Task 2: Engagement Phase I
Estimated timeframe: Dec 2023- Apr 2024

Responsible team members: SRPC Lead, TON

2.1: Conduct Initial Outreach
Estimated timeframe: Dec 2023 – Mar 2024
Conduct initial outreach campaign via the following potential outlets: survey(s), focus group(s), key informant interview(s), video outreach material, social media posts.

2.2: Plan Visioning Workshop
Estimated timeframe: Mar 2024
Synthesize engagement contact lists to develop a targeted outreach campaign that will ensure necessary partners are involved or apprised. Revise relevant parts of the Master Outreach Plan developed by SRPC as a part of their partnership with Newmarket to update the master plan. Plan visioning workshop integrating materials and findings developed though Tasks 1.1, 1.2.

2.3: Downtown Riverfront Vision

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Date 2/30/23

Estimated timeframe: Apr - May 2024
Host visioning session with the community to establish holistic goals for the riverfront. Conduct evaluation surveys to facilitate project process improvement & inform future engagement efforts.

Deliverable:

- Phase I Outreach Report
    - Report including summary of engagement tasks completed & their results, analysis of project process evaluation feedback, outline of Phase II immediate next steps.
- Phase I Outreach Materials
    - Potentially including but not limited to survey(s), focus group(s), key informant interview(s), video outreach material, social media posts.

Task 3: Existing Conditions & Uses
Nov 2023- Feb 2024

Responsible team members: SRPC Lead, TON

3.1 Background Research
Estimated timeframe: Dec 2023 - Feb 2024
Assess existing facilities and integrate literature review notes and/or summary from LSWP 24 project deliverables, as well as other long-range plans and studies.

3.2 Development Suitability Analysis
Estimated timeframe: Dec 2023 - Feb 2024
Conduct development suitability analysis to determine where the most & least suitable lands in the area are for development & natural resource protection.

Deliverable:

- Development Suitability Analysis for the Town
    - Summary of analysis results & accompanying map
- Development Suitability Analysis for the Project Focus Area
    - Summary of analysis results & accompanying map

Task 4: Community Charrette
June 2024

Responsible team members: PLAN NH Lead, TON

Task 4.1 Design Charrette
Plan, hold, and report out on Community Design Charrette:

- Day 1: Team of volunteers tours the riverfront & learns from community leaders.
- Day 2: Team engages in design exercises to develop recommendations that address challenges identified by the community.

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Deliverable:

- Design Charrette
    - Two-day community meeting to assist in creating a common vision for the riverfront.
- PLAN NH Report, including community recommendations.
    - Report that captures the highlights of the charrette, and the recommendations prepared with graphics and other visuals as applicable. Recommendations reflect current ideas and practices in disciplines such as planning, engineering, architecture, landscape architecture, economics, historic preservation, and more as well as the values, dreams, and needs of the community.

Task 5: Engagement Phase II
July 2024- Apr 2025

Responsible team members: SRPC Lead, TON

5.1 Collaborative Community Design
Estimated timeframe: Jul 2024 - Apr 2025
Engage the community in the planning process, to ensure it is iterative & representative of the community. Potential outlets include survey(s), focus group(s), key informant interview(s), video outreach material, social media posts.

5.2 Project Evaluation
Estimated timeframe: Mar - Apr 2025
Conduct evaluation surveys to facilitate project process improvement & inform future engagement efforts.

Deliverable:

- Phase II Outreach Report
    - Report including summary of engagement tasks completed & their results, analysis of project process evaluation feedback & recommendations for future process improvement
- Phase II Outreach Materials
    - Potentially including but not limited to survey(s), focus group(s), key informant interview(s), video outreach material, social media posts

Task 6. Develop Maps & Visuals
Sept 2024- Jan 2025

Responsible team members: SRPC Lead

6.1 Riverfront Map Set
Estimated timeframe: Sept - Dec 2024
Expand upon maps developed through LSWP 24 & Task 3.2 to create a comprehensive riverfront map set that integrates existing materials and data from state & regional partners.

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Date 8/30/23

6.2 Design Models

Estimated timeframe: Sept - Jan 2025

Develop engaging two-dimensional and three-dimensional visuals of a reimagined downtown riverfront zone using mapping materials developed in Task 6.1.

Deliverable:

- Comprehensive Map Set
    - Comprehensive riverfront map set that integrates existing materials and data from local, regional, and state partners.
- Visuals to accompany Community Vision
    - Two-dimensional and three-dimensional visuals of a reimagined downtown riverfront zone

Task 7. Develop Implementation Plan

Sept 2024- Feb 2025

Responsible team members: SRPC Lead, TON

7.1 Plans, Projects, Policies

Estimated timeframe: Sept - Nov 2024

Synthesize outreach reports and materials to generate draft policy recommendations and identify capital improvements.

7.2 Scoping & Costs

Estimated timeframe: Nov - Dec 2024

Prepare preliminary scopes and cost estimates for infrastructure and other capital improvements.

7.3 Implementation Plan

Estimated timeframe: Dec 2024 - Feb 2025

Develop draft implementation plan detailing policies and projects. Each will include a brief scope, relevant costs, priority/timeline, and responsible parties for each. The team will also identify potential funding opportunities for future implementation.

Deliverable:

- Draft Implementation Plan incl.: Draft Policy Recommendations and Outline of Capital Improvements
    - Implementation plan detailing policies and projects. Each will include a brief scope, relevant costs, priority/timeline, and responsible parties for each.

Task 8. Plan Finalization and Adoption

Mar - May 2025

Responsible team members: SRPC Lead, TON

8.1 Full Draft

Estimated timeframe: Mar 2025

Grantee Initials JMC

Date 8/30/23

Compile all work products to prepare a complete plan draft and a round of revisions subsequent to task 8.2.

8.2 Solicit PB Input
Estimated timeframe: Apr 2025
Present draft to the Planning Board to solicit their input.

8.3 Public Hearing & Adoption
Estimated timeframe: May 2025
Conduct a public hearing and make any recommended edits. Thereafter, Planning Board votes to adopt the amendments to the chapter.

Deliverable:
- Complete Plan Draft
    - Compile all work products to prepare a complete plan draft. The draft will be revised based on input from the Planning Board and members of the public to produce a final draft for adoption.
- Planning Board Presentation
    - Final project presentation to the Board & members of the public.

Task 9. Project Team Meetings
Nov 2023 – May 2025
Responsible team members: SRPC Lead, TON

Staff from SRPC and the Town of Newmarket will meet approximately monthly with the Town's Planning Board and/or a project steering committee to discuss and review progress towards completing the plan, executing outreach activities, and provide overall direction. Staff from SRPC and the Town of Newmarket will meet approximately monthly with the Town's Planning Board and/or a project steering committee to discuss and review progress towards completing the plan, executing outreach activities, and provide overall direction. The team aims to establish a formal subcommittee of the Planning Board which includes representatives from other land use boards to facilitate balanced co-development of knowledge, participation, engagement reach, and flow of information.

Deliverable:
- Meeting Agendas/Minutes
    - Agendas and/or minutes associated with regular project team meetings.

Task 10. Reporting
Dec 2023 – May 2025

Responsible team members: SRPC Lead

SRPC will prepare and submit interim and final reports on behalf of the Town over the project period.

Grantee Initials JMC
Date 8/30/23

All final work products and outreach materials shall include the NOAA, NHDES and NHCP logos and shall state that "This project was funded, in part, by NOAA's Office for Coastal Management under the Coastal Zone Management Act in conjunction with the New Hampshire Department of Environmental Services Coastal Program." All final work products must meet the applicable Americans with Disabilities Act (ADA) Title II Regulations to the extent practicable and shall be guided by best practices outlined in the Revised Section 508 Standards of the Rehabilitation Act and the Web Content Accessibility Guidelines (WCAG). At minimum, final work products shall include sans-serif fonts, underlined and descriptive text links, color best practices, captions for audio and video content, headers in tables, images with alt text, gender-neutral text, and consideration of the Plain Writing Act. Examples of final work products and outreach materials include, but are not limited to, project reports, press releases, newsletter articles, websites, videos and signage.

Deliverable:

- Interim Reports (Dec 23, Jun 24, Dec 24)
    - Interim reporting activities as required by NHDES CP.
- Final Project Report to NHDES CP.
    - Final reporting activities as required by NHDES CP.

Funding credit and ADA Compliance:

All final work products and outreach materials shall include the NOAA, NHDES and NHCP logos and shall state that "This project was funded, in part, by NOAA's Office for Coastal Management under the Coastal Zone Management Act in conjunction with the New Hampshire Department of Environmental Services Coastal Program." All final work products must meet the applicable Americans with Disabilities Act (ADA) Title II Regulations to the extent practicable and shall be guided by best practices outlined in the Revised Section 508 Standards of the Rehabilitation Act and the Web Content Accessibility Guidelines (WCAG). At minimum, final work products shall include sans-serif fonts, underlined and descriptive text links, color best practices, captions for audio and video content, headers in tables, images with alt text, gender-neutral text, and consideration of the Plain Writing Act. Examples of final work products and outreach materials include, but are not limited to, project reports, press releases, newsletter articles, websites, videos and signage.

Grantee Initials JMC
Date 8/30/13

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 and required matching funds. Documentation of reimbursable and matching 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 $37,300. Matching funds provided by the Contractor shall total at least $18,015 of non-federal cash and in-kind services.

Grantee Initials JMC
Date 8/30/23

CERTIFICATE OF VOTE

I, Thomas Crosby, Jr., hereby certify that I am duly elected Secretary/Treasurer of Strafford Regional Planning Commission. I hereby certify the following is a true copy of a vote taken at a meeting of the Strafford Regional Planning Commission's Executive Committee, duly called and held on August 18, 2023, at which a quorum of members was present and voting.

> **VOTED**: That the Executive Director, or in his/her absence, the Acting Executive Director, be authorized to file applications with federal, state and local governmental units, and other agencies and organizations to implement Strafford Regional Planning Commission's work program, and to execute agreements to receive funds for such purposes.

The following person has been appointed to and now occupies the office specified in the vote above:
Executive Director Jennifer Czysz

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority **remains valid for thirty (30) days** from the date of this Certificate of Vote. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED:
August 18, 2023

ATTEST:

C. Thomas Crosby Jr.

Thomas Crosby, Jr., Secretary/Treasurer, Strafford Regional Planning Commission

State of New Hampshire, County of Strafford

On this the 18th day of August 2023, before me, Thomas Crosby, Jr., personally appeared, who acknowledged himself to be the Secretary/Treasurer of the Strafford Regional Planning Commission, being authorized so to do, execute the foregoing instrument for the purpose therein contained.

IN WITNESS THEREOF, I hereunto set my hand and seal.

Notary Public

(seal)

Megan E. Taylor-Fetter

State of New Hampshire

Notary Public - Justice of the Peace

My Commission Expires March 3, 2026

Primex³
NH Public Risk Management Exchange

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:	*Member Number:*	*Company Affording Coverage:*
Strafford Regional Planning Commission 150 Wakefield Street, Suite 12 Rochester, NH 03867	562	NH Public Risk Management Exchange - Primex³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624

	Type of Coverage	*Effective Date (mm/dd/yyyy)*	*Expiration Date (mm/dd/yyyy)*	*Limits* - **NH Statutory Limits May Apply, If Not:**	
X	**General Liability (Occurrence Form)**	7/1/2023	7/1/2024	Each Occurrence	$ 2,000,000
	Professional Liability (describe)			General Aggregate	$ 10,000,000
	☐ Claims Made ☐ Occurrence			Fire Damage (Any one fire)	
				Med Exp (Any one person)	
X	**Automobile Liability** Deductible Comp and Coll: $1,000	7/1/2023	7/1/2024	Combined Single Limit (Each Accident)	$2,000,000
	Any auto			Aggregate	$10,000,000
X	**Workers' Compensation & Employers' Liability**	1/1/2023	1/1/2024	X Statutory	
				Each Accident	$2,000,000
				Disease – Each Employee	$2,000,000
				Disease – Policy Limit	
X	**Property (Special Risk includes Fire and Theft)**	7/1/2023	7/1/2024	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: $1,000

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: *Mary Beth Purcell*
State of NH Department of Environmental Services 29 Hazen Dr. PO Box 95 Concord, NH 03302			Date: 8/29/2023 mpurcell@nhprimex.org Please direct inquires to: **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**

Attachment A

Project Budget

Item	Federal (NHCP)	Non-federal	Match Type (K = in-kind; C = cash; K/C = both)	Total
Personnel	$13,491	$0		$13,491
Fringe (included in Indirect)	$0	$0		$0
Equipment	$0	$0		$0
Travel	$597	$0		$597
Supplies	$103	$0		$103
Sub-Contractual (Consultant & PlanNH Charrette)	$8,000	$6500	C	$14,500
Construction	$0	$0		$0
Other	$0	$11,515	IK	$11,515
Indirect	$15,109	$0		$15,109
Totals	$37,300	$18,015		$55,315

Attachment B

Grant Proposal Scoring Matrix

Applicant	Project Title	Reviewers									Avg.	Rank
		A	B	C	D	E	F	G	H	I		
Rockingham Conservation Commission	Environmental and Usage Assessment of Seabrook's Dune Walkways	96	92	94	83	88	88	94	92	74	89.00	1
Town of Newmarket	Downtown Riverfront Master Plan	93	95	90	89	88	80	81	93	78	87.44	2
Rockingham County Conservation District	Coastal Resilience at Odiorne Point State Park Little Harbor shoreline	93	89	85	90	86	82	88	87	84	87.11	3
Town of Hampton	Building and Expanding the Coastal Resilience Coordinator Staff Position	85	88	89	84	85	75	86	77	73	82.44	4
Town of Hampton	North Side Park Dune Restoration and Accessibility Design	92	87	84	79	83	82	83	81	67	82.33	5
Town of Hampton	Bank Stabilization and Flood Resilience - Now and For the Future: The Hampton Seabrook Estuary and Eel Creek at Winnacunnet Road	84	76	84	75	84	84	85	75	67	79.33	6
St. Anselm College	Gaming Climate Change: Supporting Faith and Mental Health Community Coastal Resilience	85	67	75	68	82	82	85	79	65	76.44	7
Town of Hampton	Implementing North Hampton and Little Boar's Head Village District	84	53	75	71.5	74	71	78	70	54	70.06	8

	Coastal Hazards and Adaptation Master Plan Actions											
Hampton Area Chamber of Commerce	Business Education & Future Action Plan	85	67	55	67.5	70	68	51	47	61	63.50	9

Review Team Members:

- Abigail Lyon - Community Engagement Manager for the Piscataqua Region Estuaries Partnership (PREP) and Chair for the NH Coastal Adaptation Workgroup (NHCAW), 9 years of community experience in the coastal watershed on coastal resilience, water quality, and natural resources
- Aidan Barry - Coastal Resilience & Habitat Specialist, NHDES Coastal Program, 3 years of habitat restoration work
- Becca Katz - Coastal Resilience Grants Specialist, NHDES Coastal Program, 1 year of grants management and application experience and 0.5 years of coastal resilience policy
- Christian Williams - Program Coordinator, NHDES Coastal Program, 18 years of coastal and ocean policy and regulatory experience
- Kevin Lucey - Habitat Coordinator, NHDES Coastal Program, 20 years of habitat assessment and restoration work
- Kirsten Howard - Resilience Program Coordinator, NHDES Coastal Program, 14 years of coastal resilience policy and project management experience
- Lisa Wise - Climate Adaptation Program Manager, NH Sea Grant and UNH Extension, 7 years of coastal resilience related outreach and engagement experience
- Lucy Perkins - NOAA Coastal Management Fellow, NHDES Coastal Program, 4 years of experience in municipal government, with a focus on coastal resilience program management, and master's degree in urban and environmental planning and policy
- Polly Crocker - Watershed Management Specialist, NHDES Coastal Program, 14 years of stormwater management and project management experience