



The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

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November 21, 2024

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 Town of Exeter (VC #177386-B001), NH, in the amount of \$18,000 for the *NH Community-Centered Approach for Enhancing Climate Resilience in Exeter's Swasey Parkway* project, effective upon Governor and Council approval through June 30, 2026. 100% Federal funds.

Funds are available in the following account:

03-44-44-442010-3642-072-500574	<u>FY 2025</u>
Dept. of Environmental Services, Coastal Zone Management, Grants - Federal	\$18,000

EXPLANATION

NHDES requests approval to enter into an agreement with the Town of Exeter (Exeter) to complete the NH Community-Centered Approach for Enhancing Climate Resilience in Exeter's Swasey Parkway project (the Project). The NHDES Coastal Program (NHCP) issued a Request for Proposals (RFP) on April 19, 2024, 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. Four eligible proposals were received and ranked according to selection criteria and selection committee discussion. Four proposals were selected, and all accepted to receive funding, including the proposal submitted by Exeter for the Project. A scoring matrix that includes a list of the selection committee, along with their titles and level of experience is provided in Attachment B.

Swasey Parkway is an approximately 3-acre, 0.58-mile, linear park and roadway that lies within the Coastal Zone of NH along the tidal Squamscott River, a major tributary to Great Bay. The property is an open-air park, often referred to as the "Jewel of Exeter", walkable to the historic Downtown, and a key community gathering space for public events throughout the year. The Parkway was gifted to the Town from Ambrose Swasey in 1929, and is managed through an agreement between the Exeter Select Board and Board of Trustees for Swasey Parkway. The property contains an existing sea wall, roadway, storm drains/outfalls, grassy lawn areas, mature trees, and is intersected by Norris Brook, a freshwater tributary to the tidal Squamscott River. Currently, under large storms or extreme tides, portions of the Parkway will remain flooded for several hours. Additionally, when high tide is combined with heavy rainfall, the outfalls are often inundated, reducing the functionality of the storm drain network. This Project will engage Exeter

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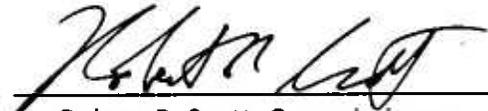
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residents, Trustees, Town staff, and other community stakeholders to create a collaboratively developed conceptual design to meet the current and future needs of Swasey Parkway.

Total project costs are budget at \$22,500. NHDES will provide \$18,000 of the project costs through this federal grant. Exeter will provide \$4,500 in non-federal matching funds. A budget breakdown is provided in Attachment A.

In the event 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.

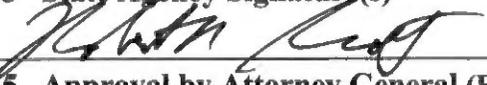


Robert R. Scott, Commissioner

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 NH Department of Environmental Services		1.2. State Agency Address PO Box 95, Concord, NH 03302	
1.3. Grantee Name Town of Exeter, NH		1.4. Grantee Address 10 Front Street, Exeter, NH 03833	
1.5 Grantee Phone # 603-773-6102	1.6. Account Number 03-44-44-442010-3642-072-500575	1.7. Completion Date June 30, 2026	1.8. Grant Limitation \$18,000
1.9. Grant Officer for State Agency Kirsten Howard, NHDES Coastal Program		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 Russ Dean, Town Manager	
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: 12/2/2024	
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 B (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 with, the entity identified as the Grantee in block 1.3 of these provisions
- 8.
- 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 to perform such Project under all applicable laws.
- 8.2. 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 the State, or who is a State officer or employee, elected or appointed.
- 8.3. 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 Officer, and his/her decision on any dispute, shall be final.
- 9.
- 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. 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.
- 12.2. 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 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.
- 12.3. 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.
- 12.4. 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

- 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 intent 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.

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) **Debarment 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.
 - 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 nonfederal 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 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 Data Universal Numbering System (DUNS) number, and all applicable Executive Compensation Data information as required under the FFATA. The UEI number is HLQQGW7ZJZR5.

Exhibit B
Scope of Services

Project Title: NH Community-Centered Approach for Enhancing Climate Resilience in Exeter's Swasey Park

Project Goal: The goal of this project is to engage the Trustees for Swasey Parkway, the Exeter Select Board, Exeter residents, Town staff, and community stakeholders in creating a collaboratively developed, climate-resilient plan to meet the current and future needs of Swasey Parkway. This effort would engage a consulting firm to develop community-supported, site-specific designs and recommendations to strengthen the park's resilience against frequent tidal inundation and inform future funding, permitting and construction needs.

TASK 1: HIRE CONSULTANT & PROJECT COORDINATION

Project Team (members from the Select Board, Trustees for Swasey Parkway, Exeter Public Works Director and others as necessary) will gather data and models from existing studies (CAPE and C-RiSe) and develop a project scope of work and request for proposals to solicit a consultant to guide public engagement and develop a minimum of 3 conceptual draft designs.

Timeframe: December 2024 – June 2026

Deliverables: Project Scope of Work that integrates existing data, RFP, consultant contract agreement with Town of Exeter, kick-off meeting, monthly meetings

Subtask 1.1: Gather Data and Hire Consultant

The Project Team will gather data and models from existing studies (CAPE and C-RiSe) and prepare an RFP that outlines the work identified in this proposal. Staff will advertise the RFP through its website and external sites. The Town will solicit, review, and select a consultant in accordance with the Town's Purchasing Policy and Procedures.

Timeframe: December 2024 – February 2025

Subtask 1.2: Project Coordination

The Project Team will host a project kick-off meeting with the selected consultant to refine the project scope and discuss the final deliverables. The Consultant will meet with Exeter monthly and as needed with throughout the duration of the project.

Timeframe: Project duration

TASK 2: PUBLIC INPUT AND ENGAGEMENT

Consulting firm and project team will conduct stakeholder mapping to inform messaging and maximize public engagement. A variety of engagement strategies will be implemented to broaden participation.

Timeframe: February 2025 – May 2026

Deliverables: Participation in Meaningful Engagement training, Engagement Strategy, Various public input events/opportunities, including final presentation; Public Input Summary Report; Engagement Metrics; Presentation materials

Subtask 2.1: Meaningful Engagement Training

The Consultant and Town Conservation and Sustainability Planner, others as feasible, will participate in Meaningful Engagement Training provided by NHDES Coastal Program.
Timeframe: February/March 2025

Subtask 2.2: Complete Stakeholder Mapping and Develop Engagement Strategy

The Consultant and Project Team will identify key stakeholders to inform messaging and guide engagement approaches. Consultant will utilize the results to develop an Engagement Strategy.

Timeframe: March 2025

Subtask 2.3: Public Input for Design Goal Setting and Criteria for Design Alternatives Analysis

Consultant and Project Team will host a Listening Session as well as provide alternative opportunities for input as determined by the Engagement Plan in Subtask 2.2 (e.g. survey, web form, email, attending existing stakeholder venues). The public input will inform design goal setting and criteria for Development of Design Alternatives Analysis. The Consultant will complete a Public Input Summary Report.

Timeframe: April – May 2025

Subtask 2.4: Presentation of Design Goal and Design Alternatives Analysis Consultant and Project Team will present design goal statement developed in Subtask 3.2 as well as three (3) design alternatives analysis at a joint meeting with the Trustees and Select Board for initial feedback in August 2025. Consultant and Project Team will then present the three (3) design alternatives analysis publicly and among target audiences, including but not limited to the Conservation Commission and Planning Board, based on the Engagement Plan (Subtask 2.2). The Consultant will also offer additional approaches for input, based on the Engagement Plan.

Timeframe: August 2025 – October 2025

Subtask 2.5: Presentation of Final Conceptual Design

Consultant will present summary report with alternatives analysis, summary of public response and justification for preferred alternative including final conceptual design (Subtask 3.4) at a joint meeting of the Trustees and Select Board. The final conceptual design will be shared publicly and among target audiences, based on the Engagement Plan (Subtask 2.2).

Timeframe: May-June 2026

TASK 3: DEVELOPMENT OF CONCEPTUAL DESIGN

Consultant will develop conceptual design for the preferred design alternative based on site assessment, baseline conditions, project goals, existing constraints, and design alternatives analysis, to be all summarized into a Basis of Design Report.

Timeframe: May 2025 – June 2026

Deliverables: Basis of Design Report that includes site assessment, design constraints, baseline conditions summary report, and conceptual designs; Design goal statement; a Final Summary Report and Alternatives Analysis, to include justification of preferred alternatives for each site with rough estimate of costs.

Subtask 3.1: Basis of Design Report (Site Assessment, Identification of Constraints, and Baseline Conditions Analysis)

Consultant and Project Team will consolidate information on site conditions, flooding models, and any other environmental or other data collection deemed necessary by the project team for the project area. The Consultant will also identify and summarize physical site constraints and permitting/regulatory constraints that will dictate project feasibility. Constraints will include consideration of the NH Coastal Flood Risk Guidance for design considerations including the useful life and flood risk tolerance. This will be compiled into a Basis of Design report. Any gaps in information/data will be noted.

Timeframe: May 2025 – June 2025

Subtask 3.2: Design Goal Setting

Based on Public Input from stakeholders (Subtask 2.3) and the Basis of Design Report (Subtask 3.1), consultant will develop and provide a set of design goals to the Project Team for review.

Timeframe: June 2025

Subtask 3.3: Draft Design Alternatives Analysis

Consultant will develop and refine at least three feasible draft design alternatives analysis based on the basis of design report (Subtask 3.1) and design goals (Subtask 3.2), and in consideration of the input provided by the Trustees and Select Board, Conservation Commission, Planning Board and other target audiences in Subtask 2.4. Draft design alternatives analysis will include drawings or renderings, draft materials/planting lists, rough cost analysis; an evaluation of long-term maintenance impacts; wetland and habitat migration impacts, permitting assessments, etc. The alternative analysis will also identify any potential co-benefit project enhancements such as invasive species control, habitat and buffer restoration, stormwater retrofits, and/or other nature-based solutions. These are not engineering design plans.

Timeframe: June 2025 – February 2026

Subtask 3.4: Develop Final Conceptual Design of Preferred Alternative

Consultant to develop final conceptual design of the preferred alternative, final summary report with alternatives analysis, summary of public response, and justification for preferred alternative and approximate cost.

Timeframe: March 2026- May 2026

TASK 4: PROJECT REPORTING

Staff will prepare and submit interim and final reports to NHDES to track progress and keep the project team accountable.

Timeframe: Upon Governor & Executive Council Approval - June 30, 2026

Deliverables: Semi-annual interim progress reports that summarize progress on listed tasks.

They will be due at the end of December and end of June, covering the periods from the project start date through the semi-annual interim progress report deadlines but not including the final

six-month period of the project. One (1) final cumulative report that summarizes all project activities and includes deliverables, due June 30, 2026.

DELIVERABLES AND ESTIMATED COMPLETION DATES:

Task 1

- Project Scope of Work that integrates existing data (December 2024)
- RFP (December 2024)
- Consultant contract agreement with Town of Exeter (February 2025)
- Kick off meeting (March 2025)
- Monthly meetings (project start date through June 2026)

Task 2

- Participation in Meaningful Engagement training (February/March 2025)
- Engagement Strategy (March 2025)
- Various public input events/opportunities, including final presentation (April 2025-June 2026)
- Public Input Summary Report (May 2025)
- Engagement Metrics (interim May 2025, final June 2026)
- Presentation materials (June 2026)

Task 3

- Basis of Design Report (June 2025)
- Design goal statement (June 2025)
- Design Alternatives Analysis (August 2025, February 2026)
- Final Summary Report and Conceptual Design (May 2026)

Task 4

- Semi-annual reports (end of December, June, throughout project period, not including final 6 months)
- Final cumulative report with deliverables (June 2026)

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 MD
Date 10/29/24

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 \$18,000. Matching funds provided by the Contractor shall total at least \$4,500 of non-federal cash and in-kind services.

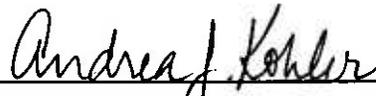
CERTIFICATE

I, **Andrea Kohler, Town Clerk** of the **Town of Exeter**, do hereby certify that:

- (1) I am the duly elected **Town Clerk**;
- (2) at the meeting held on **July 22, 2024**, the **Town of Exeter Select Board** voted to accept DES funds and to enter into a contract with the Department of Environmental Services;
- (3) the **Town of Exeter Select Board** further authorized the **Office of the Town Manager** 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:

Russ Dean

IN WITNESS WHEREOF, I have hereunto set my hand as the Town Clerk of the Town of Exeter, this **29th** day of **October, 2024**.



Andrea Kohler, Town Clerk



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: Town of Exeter 10 Front Street Exeter, NH 03833		Member Number: 170	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ PO Box 23 Hooksett, NH 03106-9716	
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<input checked="" type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2024	1/1/2025	Each Occurrence	\$ 2,000,000
			General Aggregate	\$ 10,000,000
			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)	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2024	1/1/2025	<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>
State of New Hampshire, Department of Environmental Services 29 Hazen Drive Concord, NH 03302			Date: 12/11/2023 mpurcell@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

**Attachment A
Town of Exeter**

Project Budget

Item	Federal (NHCP)	Non-federal	Match Type	Total
Personnel	-	1,700	In-kind	1,700
Fringe	-	300	In-kind	300
Equipment	-	-	-	-
Travel	-	-	-	-
Supplies	-	-	-	-
Sub-Contractual	18,000	2,000	Cash	20,000
Other	-	500	Cash	500
Indirect	-	-	-	-
Totals	18,000	4,500	-	22,500

Attachment B
Grant Proposal Scoring Matrix

Applicant	Project Title	Reviewers												Avg.	Rank
		A	B	C	D	E	F	G	H	I	J	K	L		
City of Portsmouth	Resilient Wetlands: Enhancing Coastal Protection and Water Quality	50	41	42	33.5	43	41	40	41	35	34	46	45	40.96	1
Town of Exeter	NH Community-Centered Approach for Enhancing Climate Resilience in Exeter's Swasey Park	36	44	41	33.5	41	41	42	43	36	40.5	44	43	40.42	2
The Nature Conservancy	Restoration Planning for Climate Resilience, Biodiversity, and Ecosystem Function	45	41	42	33	42	40.5	38	38	35	41.5	37	43	39.67	3
Town of Hampton	Enhancing Coastal Resilience Through Strategic Project Organization and Outreach	38	41.5	44	32	40	40.5	41	40	35	42.5	37	43	39.29	4

Review Team Members:

- Abigail Lyon - Community Engagement Manager for the Piscataqua Region Estuaries Partnership (PREP) and Co-Chair for the NH Coastal Adaptation Workgroup (NHCAW), 10 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, 4 years of habitat restoration work
- Becca Katz - Coastal Resilience Grants Specialist, NHDES Coastal Program, 2 years of grants management and application experience and 1.5 years of coastal resilience policy
- Christian Williams - Program Coordinator, NHDES Coastal Program, 18 years of coastal and ocean policy and regulatory experience
- Jennifer Gilbert, Resilience Project Manager, NHDES Coastal Program, 26 years of environmental planning and project and grant management experience.

- Kate Swails- New England Coastal Program Liaison, NOAA Office for Coastal Management. 18 years at NOAA in various roles (permitting, natural resource policy development, community engagement, and communications).
 - Kevin Lucey - Habitat Coordinator, NHDES Coastal Program, 20 years of habitat assessment and restoration work
 - Kirsten Howard - Resilience Program Coordinator, NHDES Coastal Program, 15 years of coastal resilience policy and project management experience and Co-Chair for the NH Coastal Adaptation Workgroup (NHCAW)
 - Lisa Wise - Climate Adaptation Program Manager, NH Sea Grant and UNH Extension, 8 years of coastal resilience related outreach and engagement experience
 - Lucy Perkins - NOAA Coastal Management Fellow, NHDES Coastal Program, 5 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, 15 years of stormwater management and project management experience
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