The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

October 15, 2026

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

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to enter into a grant agreement with the Strafford Regional Planning Commission (VC# 155570-B001), Rochester, NH, in the amount of $41,657 to create a coastal resilience redevelopment strategy at Schanda Park which is located in Newmarket, NH, effective upon Governor and Council approval through June 30, 2028. 100% federal funds.

Funds are available in the following account:

	FY 2027
03-44-44-442010-3642-072-500574	$41,657
Dept. of Environmental Services, Coastal Zone Management, Grants - Federal	

EXPLANATION

NHDES requests approval to enter into an agreement with the Strafford Regional Planning Commission (SRPC) to produce a redevelopment strategy for Schanda Park. The NHDES Coastal Program (NHCP) issued a Request for Proposals (RFP) on April 6, 2026, 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. Five eligible proposals were received and ranked according to selection criteria and selection committee discussion. Three proposals were selected, and all accepted to receive funding, including the proposal submitted by SRPC 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.

Schanda Park is the central amenity of the Town of Newmarket's (Newmarket) Downtown Riverfront and a heavily used public waterfront park along the tidal Lamprey River. The park provides access to wildlife viewing, passive recreation, community gatherings, concerts, events, and recreational boating through a public boat launch, floating dock, plaza and lawn areas, pedestrian connections over Moonlight Brook, and the Recreation Department's kayak rental program. The recent Downtown Riverfront Master Plan identified a key priority as improving the coastal and ecological resilience through shoreline stabilization, flood adaptation measures, and upgrades to public access and waterfront infrastructure at Schanda Park and adjacent Town-owned properties along the Lamprey River and Moonlight Brook. The Schanda Park Redevelopment Strategy will advance these concepts to improve coastal resilience, ecological function, public access, recreation, and long-term infrastructure planning.

Total project costs are budgeted at $51,657. NHDES will provide $41,657 of the project costs through this federal grant. SRPC will provide $10,000 in 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 substance.

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 Department of Environmental Services		**1.2. State Agency Address** 29 Hazen Drive, Concord, NH 03301	
1.3. Grantee Name Strafford Regional Planning Commission		**1.4. Grantee Address** 150 Wakefield Street, Ste 12, Rochester, NH 03867	
1.5 Grantee Phone # 603-994-3500	**1.6. Account Number** 03-44-44-442010-3642-072-500574	**1.7. Completion Date** June 30, 2028	**1.8. Grant Limitation** $41,657
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:** Melissa Fales **Assistant Attorney General, On:** 10/19/26			
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. PERSONNEL.

8.1. 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. DATA; RETENTION OF DATA; ACCESS.

9.1. 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

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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 asa matter of convenience, and are not to be considered a part of this Agreement orto 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.

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Exhibit A
Special Provisions

The Contract will begin on the date when the National Oceanic and Atmospheric Administration Office for Coastal Management has approved the project task description and the Governor and Executive Council of the State of New Hampshire has approved this Contract.

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

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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 *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 $250,000), 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 EH6DCUZCN8K3.

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Exhibit B
Scope of Services

Project title: Implementation of a Schanda Park Redevelopment Strategy

Goal: The Strafford Regional Planning Commission (SRPC) will work with the Town of Newmarket (Newmarket) to proactively incorporate the best available coastal flood risk science into Newmarket's long-term planning, budgeting, and infrastructure investment. This will be accomplished through the advancement of its comprehensive and implementation-focused redevelopment strategy for Schanda Park and adjacent Town-owned waterfront properties along the Lamprey River and Moonlight Brook, as well as integration of coastal flood resilience considerations into the Town's Capital Improvements Program.

Strafford Regional Planning Commission will complete the following activities:

Activity 1: Public and stakeholder engagement

Timeframe: March 2027 – September 2027
Description: VHB, with support from SRPC and Newmarket staff, will develop and implement an effective community engagement plan. Engagement methods are anticipated to include attending existing public engagement opportunities (such as scheduled community events) for broad community engagement, as well as more focused stakeholder engagement such as meetings, focus groups, and/or a site walk, to develop and implement an effective community engagement plan. Summarize input and incorporate identified priorities and concerns into development of Redevelopment Strategy alternatives.

Activity 1A: Develop Engagement Plan
VHB will prepare one written engagement plan describing proposed stakeholder engagement methods and activities, focused on efforts which are accessible, meaningful, and responsive to stakeholders in Newmarket's Downtown Core and Coastal Resilience Incentive Zone. This plan will articulate goals as well as information on the target audiences, expected outcomes, incentives, and evaluation metrics. VHB will submit the draft engagement plan to SRPC and Town Staff for feedback and will also seek feedback from any interested members of the Coastal Adaptation Workgroup (CAW) Outreach Subcommittee via email for review and comment. After receiving written comments, two VHB staff will meet once virtually with NHDES Coastal Program and interested members of the CAW Outreach Team to review comments and refine the engagement plan. VHB will address one round of written and discussed comments and deliver one final engagement plan to the Town for distribution to NHDES and project partners.

Activity 1B: Implement Engagement Plan
VHB will participate in up to two established community events, such as Arts in the Park, TurtleFest, or Backyard Bash, to create opportunities for residents to learn about the project, share ideas, and provide input. The Town will also share with VHB any feedback gleaned from additional engagement opportunities. The Town will also utilize the MillSpace building for additional community engagement as necessary, which provides free community meeting space, to conduct group discussions with residents and community members.

To guide community engagement efforts, VHB will prioritize stakeholders and community interests associated with the Downtown Core, as delineated in the Downtown Riverfront

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Master Plan, as well as the area encompassed by the established Coastal Resilience Incentive Zone under RSA 79-E:4-a. This area includes the portion of the Lamprey River extending from the Macallen Dam to the Narrows, as well as the tidal portions of the Piscassic River and Great Bay. Engagement with stakeholders in these areas will focus on identifying priorities, opportunities, and concerns that will inform redevelopment strategy alternatives and subsequent implementation planning at Schanda Park.

SRPC will support VHB to implement the engagement plan, including reviewing draft materials for engagement, supporting publicity efforts, and reviewing the draft synthesis of findings.

Activity 1 Deliverables: Engagement Plan (draft, comments, and final); Engagement materials; Summary of findings and stakeholder comments from the two (2) Town-organized events, one (1) in-person site walk, and up to two (2) virtual meetings.

Activity 2: Develop Redevelopment Strategy and Implementation Roadmap

Timeframe: November 2027 – June 2028
Description: VHB, with support from SRPC and Newmarket staff, will develop an implementation roadmap that is based on stakeholder input that advances preferred park and shoreline improvements.

Activity 2A: Establish Vision for Schanda Park
Incorporating feedback from prior engagement efforts, stakeholder input, and evolving site conditions, VHB will prepare a draft Redevelopment Strategy for Schanda Park that establishes a clear vision for the future of the site, including recommendations for recreational amenities, shoreline and habitat improvements, access enhancements, and integration of environmental and infrastructure considerations. The Redevelopment Strategy will include a narrative report and up to two illustrative conceptual alternatives for the site. VHB will share draft vision with SRPC and Town for feedback.

Activity 2B: Incorporate Existing Plans and Potential Nature-Based Solutions
Informed by previous watershed and shoreline studies, VHB will propose potential nature-based or adaptive solutions that minimize impacts to environmental and cultural resources while improving ecological function and long-term resilience. Previous recommendations from prior efforts have included culvert and hydrologic improvements, tidal marsh restoration, stormwater management retrofits, shoreline stabilization, and living shoreline techniques. VHB will share draft solutions with SRPC and Town for feedback.

Activity 2C: Finalize Implementation Roadmap
As part of the Schanda Park Redevelopment Strategy, VHB will prepare an implementation roadmap outlining a potential phasing strategy for improvements. The roadmap will include planning-level opinions of probable costs for major elements of the plan and will identify potential funding opportunities, including relevant grant programs and partnerships that may support project implementation. VHB will develop one draft report for review and comments from SRPC and the Town, and one final report in PDF format for distribution. VHB will participate in one in-person final meeting with Town staff, SRPC, and key stakeholders to discuss the results and review the preferred alternative.

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Activity 2 Deliverables: Redevelopment Strategy, including vision, nature-based solutions, and implementation roadmap. Final implementation roadmap will include improvements to recreational amenities, shoreline access, resilience, and other environmental features by providing concepts, costs, and potential funding opportunities that advance redevelopment strategies at Schanda Park.

Activity 3: Update Newmarket's Capital Improvement Program (CIP)

Timeframe: January 2027 – December 2027
Description: SRPC, in coordination with Newmarket staff and CIP Subcommittee, will incorporate coastal resilience, risk tolerance, and adaptation considerations into CIP project prioritization and planning, and align future capital investments with resilience goals identified in the Town's Master Plan, as well as mapping of flood hazard exposure of site-based CIP project locations.

Activity 3A: Preliminary Assessment
SRPC will conduct a preliminary assessment of flood hazard exposure for identified CIP project locations using updated modeling for coastal storms, sea level rise, and groundwater rise. This analysis will help identify which hazards are most relevant to specific projects and position the Town to effectively utilize the forthcoming NH Coastal Flood Risk Summary, Part II: Guidance for Using Best Available Science.

Activity 3B: Update CIP Project Planning
SRPC will revise the CIP to include new resilience evaluation criteria, revised project priorities, and integration of direction from the Coastal Flood Risk Summary Guidance and the Town's Master Plan resilience goals for projects identified as having flood hazard exposure from the preliminary assessment. A key feature of the updated CIP will be the early identification and flagging of projects with potential flood hazard exposure so that projects requiring additional resilience review can be identified early in the seven-year CIP planning horizon. For these projects, anticipated project costs, design considerations, and preliminary engineering will incorporate evaluation of flooding concerns and applicable recommendations from the Coastal Flood Risk Summary Guidance.

Activity 3 Deliverables: Map(s) showing site-specific CIP project locations and relevant coastal hazards, using the latest data for sea-level rise, coastal storms, and groundwater rise. Will result in providing the Town with access to mapping and language to support incorporation of coastal flood risk into the CIP. Updated CIP with resilience evaluation criteria, revised project priorities, and integration of direction from the Coastal Flood Risk Summary Guidance and the Town's Master Plan resilience goals. Will result in municipal staff and boards (e.g., CIP committee, Planning Board, and Town Council) being engaged in discussions around incorporating coastal flood risk into capital improvements planning, as well as gain awareness of the updated NH Coastal Flood Risk Summary Guidance and how it can be used in other planning efforts.

Activity 4: Project management, engagement coaching, and reporting
Timeframe: Upon G&C approval – June 2028
Description: SRPC will participate in a grant kick-off, virtual midpoint check-in, and in-person wrap-up meeting and up to 2 coaching sessions focused on engagement. In addition, SRPC, VHB, and the Town will have regular touch points to coordinate through scheduled project meetings or email check-ins. The project team will prepare and submit two semi-annual interim progress reports and one final report that

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summarizes 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 final report that covers the final project activities and includes deliverables will be due at the end of the project (June 30, 2028).

Activity 4 Deliverables: SRPC will prepare: Interim report #1 (Upon G&C approval – June 30, 2027), interim report #2 (July 1, 2027 – December 31, 2027), a final report (January 1, 2028 – June 30, 2028). SRPC will participate in kick off, mid-point check-in, and wrap-up meetings (3 total), and up to 2 coaching sessions.

Deliverables:

- Activity 1: Engagement Plan (draft, comments, and final); Engagement materials; Summary of findings and stakeholder comments from the two (2) Town-organized events, one (1) in-person site walk, and up to two (2) virtual meetings.
- Activity 2: Redevelopment Strategy, including vision, nature-based solutions, and implementation roadmap. Final implementation roadmap will include improvements to recreational amenities, shoreline access, resilience, and other environmental features by providing concepts, costs, and potential funding opportunities that advance redevelopment strategies at Schanda Park.
- Activity 3: Map(s) showing site-specific CIP project locations and relevant coastal hazards, using the latest data for sea-level rise, coastal storms, and groundwater rise. Will result in providing the Town with access to mapping and language to support incorporation of coastal flood risk into the CIP.
    - Updated CIP with resilience evaluation criteria, revised project priorities, and integration of direction from the Coastal Flood Risk Summary Guidance and the Town's Master Plan resilience goals. Will result in municipal staff and boards (e.g., CIP committee, Planning Board, and Town Council) being engaged in discussions around incorporating coastal flood risk into capital improvements planning, as well as gain awareness of the updated NH Coastal Flood Risk Summary Guidance and how it can be used in other planning efforts.
- Activity 4: Two interim reports, a final report, and participation in kick-off meeting, midpoint check-in, wrap-up meeting, and up to two coaching sessions.

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.

Contractor Initials JNC
Date 9/25/26

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 $41,657. Matching funds provided by the Contractor shall total at least $10,000 of non-federal cash and in-kind services.

Contractor Initials
Date 9/25/26

CERTIFICATE OF VOTE

I, **Michael Lehrman, hereby** certify that **I** am duly elected Vice Chair 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 June 19, 2026, 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: September 18, 2026

ATTEST: Michael Lehrman

Michael Lehrman, Vice Chair, Strafford Regional Planning Commission

State of New Hampshire, County of Strafford

On this the 18th day of September, 2026, before me, Michael Lehrman, personally appeared, who acknowledged himself to be the Vice Chair 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.

Austin S. Leavitt

Notary Public

AUSTIN S. LEAVITT
NOTARY PUBLIC
STATE OF NEW HAMPSHIRE
-MY-
COMMISSION EXPIRES
OCTOBER 29, 2030

(seal)

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 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:	
X	**General Liability (Occurrence Form)**	7/1/2026	7/1/2027	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**	7/1/2026	7/1/2027	Combined Single Limit (Each Accident)	$2,000,000
	Deductible Comp and Coll: $1,000			Aggregate	$10,000,000
	☐ Any auto				
X	**Workers' Compensation & Employers' Liability**	1/1/2026	1/1/2027	X Statutory	
				Each Accident	$2,000,000
				Disease – Each Employee	$2,000,000
				Disease – Policy Limit	
X	**Property (Special Risk includes Fire and Theft)**	7/1/2026	7/1/2027	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**
State of NH Department of Environmental Services 29 Hazen Dr. PO Box 95 Concord, NH 03302	**By:** *Mary Beth Purcell* **Date:** 9/15/2026 mpurcell@nhprimex.org Please direct inquires to: **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**

Attachment A
Budget Estimate
Strafford Regional Planning Commission

Item	Federal	Non-Federal	*Match Type (C/K)	Total
Personnel	$6,568	$788	Cash	$7,356
Fringe	-	-	-	-
Equipment	-	-	-	-
Travel	$234	$28	Cash	$262
Supplies	-	-	-	-
Sub-Contractual	$27,499	$3,301	Cash	$30,800
Other	-	$5,000	In-Kind	$5,000
Indirect**	$7,356	$883	Cash	$8,239
TOTALS	**$41,657**	**$10,000**	-	**$51,657**

* Match Type: Indicate "C" is cash match; "K" if in-kind

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

Attachment B

Grant Proposal Scoring Matrix

Applicant	Project Title	Reviewers				Avg.	Rank
		A	B	C	D	-	-
Rockingham County Conservation District	Strengthening Adaptive Management Through Collaborative Leadership at Odiorne	44	46	38	42	42.50	1
Strafford Regional Planning Commission and the Town of Durham	Integrating Resilience into the Town of Durham's Capital Improvements Plan	37	41	37	37	38.00	2
Strafford Regional Planning Commission and the Town of Newmarket	Implementation of a Schanda Park Redevelopment Strategy	37	38	35	39	37.25	3
Town of Hampton	Pathways Forward: Dynamic Adaptation Planning for Hampton's West of Ashworth Neighborhoods	38	33	33	37	35.25	4
Town of Newmarket	Creighton Street Pump Station Resiliency Planning	27	28	30	30	28.75	5

Review Team Members:

- Aidan Barry - Coastal Resilience & Habitat Specialist, NHDES Coastal Program, 5 years of habitat restoration work
- Becca Katz - Coastal Resilience Grants Specialist, NHDES Coastal Program, 3 years of grants management and application experience and 2 years of coastal resilience policy
- Christian Williams - Program Coordinator, NHDES Coastal Program, 19 years of coastal and ocean policy and regulatory experience
- Kirsten Howard - Resilience Program Coordinator, NHDES Coastal Program, 16 years of coastal resilience policy and project management experience and Co-Chair for the NH Coastal Adaptation Workgroup (NHCAW)