



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner



CSG

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October 31, 2023

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

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to enter into a **SOLE-SOURCE** agreement with the Rockingham Planning Commission (VC #154887-B001), Exeter, NH, in the amount of \$136,306 for the Advancing Resilience in Hampton Seabrook Estuary project, effective upon Governor and Council approval through March 31, 2025. 100% Federal funds.

Funds are available in the following account.

	<u>FY2024</u>
03-44-44-442010-1209-102-500731	\$136,306
Dept. of Environmental Services, Coastal Resilience, Contracts for Program Services	

EXPLANATION

NHDES requests approval to enter into a **SOLE SOURCE** agreement with the Rockingham Planning Commission for the Advancing Resilience in Hampton Seabrook Estuary project. This agreement is **sole source** because the Rockingham Planning Commission (RPC) was a partner in the proposal that was submitted and accepted by the National Oceanic and Atmospheric Administration (NOAA) in 2023, and NHDES is required to adhere to the proposal. The RPC will work with the NHDES Coastal Program and the Seabrook-Hampton Estuary Alliance (SHEA) to resolve unknown property deeds of tidal marshland parcels in the towns of Hampton, Hampton Falls, and Seabrook and assist in updating existing policies, warrant articles, and state statutes.

Across the three Hampton-Seabrook Estuary (HSE) communities there are an estimated 880 acres of marshland parcels with undetermined ownership as well as marshland parcels that residents pay property tax on but the boundaries of the parcels are unknown. In a 2021 project, SHEA identified and compiled a list of undeveloped or partially developed parcels that are along the boundary of HSE and determined there were 55 parcels with no identified owner. The Great Bay National Estuarine Research Reserve identified 135 parcels with no identified deed holder. Without resolved ownership, the potential conservation, restoration, and monitoring of these critically important habitats for the benefit of tourism, ecosystem health, and coastal resilience are severely restricted.


The HSE is an important and unique ecosystem within New Hampshire and is designated as an estuary of national significance. The HSE contains over half of the state's salt marsh habitat with more than 4,000 acres. In addition, the HSE supports a multitude of other important coastal habitats and the ecological

services provided. The expansive coastal habitats make Hampton one of the most productive coastal tourism economies; however, due to increasing sea-levels much of the salt marsh could be eliminated by the end of the century, leaving the surrounding communities exposed to flooding, storms, and infrastructure loss.

The HSE salt marsh is particularly vulnerable to accelerated sea level rise in part by legacy impacts of historical agricultural remnants including hundreds of miles of ditches and hundreds of acres of parcels whose ownership has been misplaced since agriculture practices have ceased, known as 'owner unknown properties'. Without identifying the rightful ownership of these properties, any management activities (conservation, restoration, monitoring) to understand and improve the resilience of tidal wetlands is limited. The potential future loss of salt marsh and the functions and values they provide will intensify the risk of coastal hazards such as storm events and flooding to abutting communities, as well as incur untold environmental effects.

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.


for Robert R. Scott, Commissioner

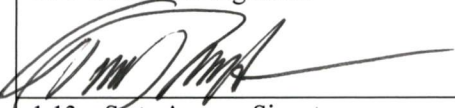


Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Environmental Services Coastal Program		1.2 State Agency Address 29 Hazen Drive, Concord, NH 03301 222 International Drive, Portsmouth, NH	
1.3 Contractor Name Rockingham Planning Commission		1.4 Contractor Address 156 Water Street, Exeter, NH 03833	
1.5 Contractor Phone Number 603-778-0885	1.6 Account Unit and Class 03-44-44-442010-1209-102-500731	1.7 Completion Date March 31, 2025	1.8 Price Limitation \$136,306
1.9 Contracting Officer for State Agency Aidan Barry, Coastal Program		1.10 State Agency Telephone Number 603-848-2489	
1.11 Contractor Signature  Date: 9/6/23		1.12 Name and Title of Contractor Signatory TIMOTHY ROACH EXECUTIVE DIRECTOR	
1.13 State Agency Signature  Date: 10/31/23 for		1.14 Name and Title of State Agency Signatory Robert R. Scott, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 11/2/2023			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials TRR
 Date 9/6/23

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

TMR
9/16/23

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

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

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

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

9. TERMINATION.

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

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

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CHOICE OF LAW AND FORUM.

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

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

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

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

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

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

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

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

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

Contractor Initials JML
Date 9/6/23

Exhibit A
Special Provisions

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

In addition to the General Provisions of Paragraph 1 through 25, 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 e certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity associated with the Agreement.

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

- a. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- b. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

XII) **Federal Funding Accountability and Transparency Act (FFATA).** The Contractor shall comply with the terms of the FFATA by providing NHDES with their Unique Entity Identifier (UEI), and all applicable Executive Compensation Data information as required under the FFATA. The UEI number is EY8ACJS3CDQ8.

Exhibit B
Scope of Services

Project Title: Advancing Resilience in Hampton Seabrook Estuary (HSE)

Project Goal: The goal of the Advancing Resilience in HSE project will enable the New Hampshire Department of Environmental Services Coastal Program (NHCP), Rockingham Planning Commission (RPC), and Seabrook-Hampton Estuary Alliance (SHEA) to lay the foundation to build upon coastal resiliency within the Estuary by resolving unknown property deeds of tidal marshland parcels in the towns of Hampton, Hampton Falls and Seabrook and updating existing policies, warrant articles, and state statutes.

TASK 1. EVALUATE & RESOLVE UNKNOWN DEED OWNERSHIP

Timeframe: October 2023 – January 2025

Task Team: Tim Roache (RPC); Brianna O'Brien (Town of Hampton); Karen Anderson (Town of Hampton Falls); Will Manzi (Town of Seabrook); Aidan Barry, Kevin Lucey (NHCP)

Roles: RPC is lead coordinator for Task 1 and will be responsible for all administrative functions for determining deed ownership. NHCP will provide day-to-day input on administrative and technical work as needed. The Towns of Hampton, Hampton Falls, and Seabrook will review all findings and serve as liaison for their respective authorities.

Phase I – Evaluation & Resolution

Task 1.0 Develop General Outreach Strategies:

The RPC will develop a set of outreach strategies that will be customized based on conversations with community leaders in Task 1.1. Based on discussions with towns the RPC will identify project point of contact in each community. Further, the RPC will refine, customize, and implement outreach effort to best reach the residents of each community.

Deliverables:

- Strategies will include one or more of the following public engagement activities:
 - social media posts, videos, webinars, fact sheets, town newsletters and public information sessions.
- The NHCP will develop outreach materials on saltmarshes and coastal resilience in coordination with RPC.

Task 1.1. Convene Discussions with Towns for Baseline Understanding (Fall/Winter 2023):

The RPC will identify tidal marsh parcels with unknown ownership and assist the Towns of Hampton, Hampton Falls, and Seabrook in prioritization of parcels.

Deliverables:

- Create initial list and geodatabase of parcels and their prioritization for resolving ownership.

- Create the working group with members from the Towns of Hampton, Hampton Falls, Seabrook, and with Seabrook Hampton Estuary Alliance (SHEA).
 - Convene at least two meetings focused on each municipality to assess current information related to marshland deed ownership in HSE.
 - The NHCP will provide and present technical/science-based guidance outlining the functions and values of the saltmarsh ecosystems.

Task 1.2. Identify & Resolve Parcels of Unknown Ownership (Fall/Winter 2023-September 2024):

The RPC will research and investigate the rightful ownership of unknown parcels within the Hampton Falls, Hampton, and Seabrook town boundaries.

Deliverables:

- The RPC will secure the services of a deed and title specialist.
 - The deed and title specialist will work to determine the parcel ownership and parcel boundaries across all three towns.
- Meet with working group members identified in Task 1.1 and NHCP periodically to provide updates on progress.

Task 1.3. Share Ownership Findings (November 2024):

The RPC will create a geodatabase file that synthesizes their findings from Task 1.2 with the working group.

Deliverables:

- Geodatabase will include a parcel map of each town with the resolved parcels and:
 - A property card that includes ownership, acreage, map, lot, book, and page.
- Geodatabase file will be shared with NHCP and each town for their review.
- Assist in determining whether the towns would like to update their tax assessment maps.
- The RPC will also provide a list and map of parcels with unresolved ownership.

Task 1.4. Develop Toolkit and Materials to Consult Identified Owners (August 2024 – January 2025):

The RPC in partnership with NHCP will develop a toolkit/guiding document that addresses outcomes of the parcel ownership findings.

Deliverables:

- The RPC will provide the towns with the geodatabase file and guiding document to facilitate communication with owners and educate on options for parcel ownership.
- Toolkit will include direction to the communities to address newly identified ownership, parcels with known owners that wish to be relieved from ownership, and parcels with known owners that wish to retain ownership of the property.

Phase II – Policy Change

Task 1.5. Review Current Policies and Procedures (March – May 2024):

The RPC will review the Towns of Hampton, Hampton Falls, and Seabrook current policies and procedures to assess current rules and regulations related to unresolved deeds for privately owned marshland. The RPC will also reach out to neighboring communities with known tidal marsh to conduct a fact-finding exercise on other local experience with tidal marsh ownership.

Deliverables:

- The RPC will provide a summary of findings of current rules and procedures for Hampton, Hampton Falls, and Seabrook.

Task 1.6 Conduct Meetings with Town Personnel (May - July 2024):

RPC will conduct meetings with town personnel to evaluate the potential to modify the Town's current policies toward unresolved deeds for marshland properties.

Deliverables:

- Convene up to 3 meetings with town personnel per municipality to assist in evaluation for policy modifications.
- Meeting minutes, materials and notes

Task 1.7. Develop Model Warrant Article (June – September 2024):

The RPC will research the potential avenues to recommend suggestions to install consistent warrant articles for the region for the requisition of marshland parcels in the Towns of Hampton Falls and Seabrook. The RPC may consult legal counsel to support the Model Warrant development process.

Deliverables:

- RPC will outline steps to address unresolved parcel ownership.
 - Including implementing procedures for tax lien-tax deed process provided for under RSA chapter 80.
 - Additional recommendations will be developed for establishing a town fund to acquire marshland from landowners.

Task 1.8. Present Warrant Article at Municipal Public Meetings (August – December 2024):

The RPC will hold meetings with the Select Board and/or Conservation Commission of the Towns of Hampton Falls and Seabrook to suggest policy changes recommended in Task 1.7.

Deliverables:

- RPC will share findings with the Towns of Hampton Falls and Seabrook in meetings with Select Boards and/or Conservation Commissions
- Convene up to three meetings per community.
- Provide Summary materials.
- Proposed Warrant Articles for interested communities.

TASK 2. ADVANCE REGIONAL SUPPORT

Timeframe: Fall 2023- March 2025

Task 2.0 Support SHEA and Coastal Conservation Coordinator

Contractor Initials TMC
Date 9/6/23

Under the NOAA Project of Special Merit, the RPC will work collaboratively with the Seabrook Hampton Estuary Alliance to identify resiliency and Conservation priorities for the towns and HSE. The Coastal Conservation Coordinator (CCC) position is available for technical assistance for activities such as compiling available deeds, surveys, assessments, and reports to create or update a town-owned conservation land database; reviewing land-use permit applications for recommended environmentally-sensitive, resilience-building, and compliant alternatives and best practices; or identifying and drafting land-use ordinance amendments for improving natural resource protections and adopting higher floodplain management standards or practices.

Deliverables:

- Support CCC and SHEA in Task 2.

TASK 3. PROJECT MANAGEMENT AND REPORTING

Timeframe: October 2023 – March 2025

Task 3.1. Semi-Annual Reports:

RPC will submit three semi-annual progress reports and one final report that summarize progress made to date for the following reporting periods: Upon G&C approval - March 31; 2024, April 1, 2024 - September 30, 2024; October 1, 2024 - March 31, 2025; and G&C approval – March 31, 2025.

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 JMR
Date 9/6/23

Exhibit C
Method of Payment and Contract Price

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

Reimbursement requests for program costs shall be made by the Contractor using a payment request form as supplied by the State, which shall be completed and signed by the Contractor. The payment request form shall be accompanied by proper supporting documentation in the amount of each requested disbursement. Documentation of reimbursable payments 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 \$136,306.


Contractor Initials IMC
Date 9/6/03

CERTIFICATE OF VOTE

I, Glenn Coppelman, the duly elected and acting Secretary of the Rockingham Planning Commission, a regional planning agency established pursuant to the laws of the State of New Hampshire (RSA 36:45-53), do hereby certify that at a meeting held on May 24, 2023:

1. The Rockingham Planning Commission Executive Committee authorized the Executive Director, Tim Roache, to execute any documents which may be necessary to effectuate contracts with NH Department of Environmental Services Coastal Program:
2. This authorization has not been evoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
3. The following person has been appointed to, and now occupies, the office indicated under item 1 above: Tim Roache

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Rockingham Planning Commission on this 6th day of September, 2023.

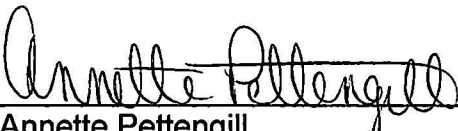


Glenn Coppelman, Secretary

STATE OF NEW HAMPSHIRE
County of Rockingham

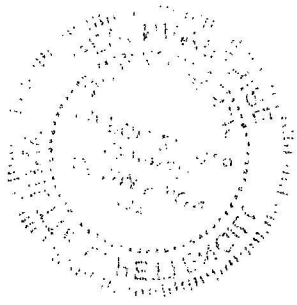
On this 6th day of September 2023, before me Annette Pettengill, the undersigned officer, personally appeared, Glenn Coppelman, who acknowledged him/herself to be the Secretary of the Rockingham Planning Commission, and that he/she, as such Secretary, being so authorized to do so, executed the foregoing instrument for the purpose therein contained.

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


Annette Pettengill
Notary Public, Justice of the Peace
(Official Seal)

3/3/26
My Commission Expires





PSM Saltmarsh



CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member: Rockingham Regional Planning Commission 156 Water Street Exeter, NH 03833	Member Number: 563	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence General Aggregate Fire Damage (Any one fire) Med Exp (Any one person)
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident) Aggregate
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> Statutory Each Accident \$2,000,000 Disease - Each Employee \$2,000,000 Disease - Policy Limit
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)

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

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange By: <i>Mary Beth Purcell</i> Date: 8/28/2023 mpurcell@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax
NH Dept of Environmental Services 29 Hazen Drive, PO Box 95 Concord NH 03302-0095			

Attachment A
Rockingham Planning Commission

Item	Federal (NHCP)	Total
Personnel	\$36,242	\$36,242
Fringe		
Equipment		
Travel	\$500	\$500
Supplies (printing)	\$1,000	\$1,000
Sub-Contractual	\$50,000	\$50,000
Construction		
Other		
Indirect	\$48,564	\$48,564
Totals	\$136,306	\$136,306