

**InvestNH Municipal Planning & Zoning Grant Program  
Housing Opportunity Planning Grant**

**GRANT AGREEMENT**

This agreement ("Agreement") is by and between New Hampshire Housing Finance Authority, 32 Constitution Drive, Bedford, NH 03110, ("NHHFA") and the Town of Rye, New Hampshire ("Grantee").

NHHFA is administering the InvestNH Municipal Planning & Zoning Grant Program ("the Program") under contract with the NH Department of Business and Economic Affairs ("BEA"). BEA has established the Program using funds awarded for these purposes under Section 9901 of the American Rescue Plan Act (Pub. L. No. 117-2 (March 11, 2021)).

Pursuant to a competitive application process NHHFA will provide a grant to Grantee for a project consistent with the Program objectives and Grantee's approved application ("the Project").

Grantee will undertake and complete the Project pursuant to the terms and conditions of this Agreement.

**TERMS AND CONDITIONS**

1. GRANT AMOUNT: \$26,250.
2. EFFECTIVE DATE: May 8<sup>th</sup>, 2024.
3. COMPLETION DATE: September 30, 2026.
4. PROGRAM ADMINISTRATOR. This Program is administered by Plan NH on behalf of NHHFA. Project communications with Grantee will generally be by and with the Program Administrator, but NHHFA may communicate directly with Grantee on some matters as stated in this Agreement.
5. PROJECT PERFORMANCE AND CONSULTANT SELECTION. Grantee agrees to perform work to complete the Project pursuant to the terms and conditions of the Scope of Work (Exhibit A). Grantee's application to the Program is considered part of this Agreement and any commitments included within the application will be binding on Grantee. Program application instructions, forms, and associated materials are also conditions to this Agreement.

Grantee acknowledges that it is responsible to complete all Project work and that it will deliver to the Program Administrator (a) all required work under the Scope of Work; (b) all required documentation under the Scope of Work; and (c) all other requirements,

duties, obligations and responsibilities of Grantee under the Scope of Work. Grantee acknowledges and agrees that NHHFA, acting at times through the Program Administrator, will have the sole authority and discretion to determine whether Grantee has met the requirements set forth in this Agreement.

Grantee shall subcontract with a consultant to perform the work of the Project. Grantee may select its consultant from the list of qualified contractors published as part of the Program without engaging in a competitive process. Grantee may otherwise engage in a competitive process to choose its consultant, but the consultant chosen by the Grantee will be subject to approval by the Program Administrator. Acting through the Program Administrator, NHHFA reserves the right to assess the qualifications of such consultants and to reject those it deems to be unqualified to perform the proposed work. Grantee's contractor may subcontract Project work only upon review and written approval of subcontractor's qualifications by the Program Administrator. Grantee will at all times be responsible for Project performance under this Agreement.

6. **MONTHLY PROGRESS REPORTS.** Grantee will report to Program Administrator on monthly progress toward implementing its proposed Scope of Work, completed tasks, and metrics of success including documentation on public meetings, workshops and hearings, public participation levels, and additional outreach efforts. Grantee will submit a progress report to the Program Administrator that includes a draft of any proposed regulations for the purpose of allowing NHHFA to comment on the draft prior to notice of public hearings held by the Grantee's planning board or other cognizant body.

7. **CLOSE OUT OF CONTRACT.** Grantee must submit its final invoice on or before the Completion Date. Any invoice submitted after that date will not be eligible for reimbursement. Grantee must submit a final report to the Program Administrator on or before the Completion Date. Any funds remaining unexpended after the final invoice will not be eligible for any further reimbursement. Any funds used for unallowed costs shall be returned with the final report to Program Administrator by check payable to New Hampshire Housing Finance Authority.

8. **POST-COMPLETION PROJECT REPORTS.** If Grantee adopts ordinances or regulations paid in whole or part with these grant funds, Grantee will report on permitting and development activity under the regulations for a period of three (3) years after Completion Date in a form determined by NHHFA.


9. **PROJECT TERM EXTENSION.** Grantee will ensure that the Project work is performed in a manner that is consistent with the time periods set forth in the Scope of Work and with the Completion Date.

10. **COMPLIANCE WITH APPLICABLE LOCAL, STATE AND FEDERAL LAWS, REGULATIONS, AND RULES.** By signing this Agreement, Grantee covenants and agrees that it will fully comply with all applicable provisions of these documents as well as all other applicable local, state and federal laws, regulations and rules that may

be applicable to the conduct of this Project.

11. **CONFLICT OF INTEREST.** Grantee agrees that it will maintain in effect a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) covering each activity funded under this Agreement. Grantee will disclose in writing to Program Administrator any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

12. **RESTRICTION ON ADDITIONAL FUNDING.** Grantee acknowledges and agrees that no portion of the funds under this Agreement may be used for the purpose of obtaining additional Federal funds under any other law of the United States, except if authorized under that law.

 13. **UNIQUE ENTITY IDENTIFIER.** Grantee must (i) be registered in SAM.gov; (ii) provide a valid unique entity identifier; and (iii) continue to maintain an active SAM.gov registration with current information at all times during the term of the Project. Registration instructions are here: <https://sam.gov/content/home>.

14. **PUBLICATIONS.** With the exception of ordinances, regulations, and rules proposed or adopted by Grantee, any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part by, federal award number SLFRP0145 awarded to the State of New Hampshire by the U.S. Department of the Treasury."

15. **LIABILITY AND INDEMNIFICATION.** NHHFA will not be liable for the action or inaction of Grantee in the performance of its duties under this Agreement. Further, Grantee will indemnify NHHFA and its employees, members, officers, counsel, and other representatives from all claims, causes of action, liability, loss, damage, or expense arising or resulting from Grantee's actions, including, but not limited to negligence and willful or intentional conduct in performing the work contemplated under this Agreement or arising in any way under this Agreement.

16. **NHHFA'S RIGHT TO TERMINATE AGREEMENT.** In the event of a violation of any term or condition of this Agreement by Grantee, NHHFA will have the right to terminate this Agreement by giving Grantee ten (10) days written notice of such termination. NHHFA will reimburse Grantee for its Project expenses incurred prior to the effective termination date indicated in its written notice.

17. **GRANTEE'S ADMINISTRATIVE AND FINANCIAL REPORTS AND INFORMATION.** Grantee will maintain full and accurate accounts and records, including personnel, property and financial records, adequate to identify and account for all costs and expenses pertaining to the work performed by Grantee pursuant to this Agreement and such other records and information as may be deemed necessary by NHHFA to assure proper accounting and use for all Program funds. Between the Effective Date and the date five (5) years after the Completion Date, Grantee will keep, or require to be kept by subcontractors, detailed records of all services performed in

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connection with the Grant. At any time during Grantee's normal business hours, and as often as NHHFA, the State, the U.S. Department of Treasury or OMB may demand, Grantee will make available to the NHHFA, State, the U.S. Department of Treasury or OMB all records pertaining to matters covered by this Agreement. Grantee will permit NHHFA, the State, the U.S. Department of Treasury or OMB to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data, and other information relating to all matters covered by this Agreement.

18. NO INTELLECTUAL PROPERTY RIGHTS. Grantee acknowledges and agrees that any and all reports, plans, drawings or other documents produced or generated in whole or in part under this Agreement will not be the subject to copyright or other intellectual property right by Grantee or Grantee's contractors and subcontractors. All such documents will be in the public domain.

19. NO AGENCY. Grantee acknowledges and agrees that it has no authority to act on behalf of NHHFA as its agent, representative or in any other capacity whatsoever and that it will not hold itself out as an agent or representative of NHHFA. Further, Grantee acknowledges and agrees that it does not and shall not claim or assert to have the right to act for, bind or take any action whatsoever in any capacity whatsoever on behalf of NHHFA.

20. WAIVER. The waiver of a breach of any provision of this Agreement by either party or the failure of either party otherwise to insist upon strict performance of any provision hereof shall not constitute a waiver of any subsequent breach or of any subsequent failure to perform.

21. NOTICE. Any notice required under this Agreement shall be given as follows:

Notice to Program Administrator:

Tiffany Tononi McNamara  
Plan NH  
[info@nhhopgrants.org](mailto:info@nhhopgrants.org)

Notice to NHHFA:

George Reagan  
New Hampshire Housing  
32 Constitution Drive



Notice to Grantee:

Name: Kim Reed, Town Planner  
City/Town: Town of Rye  
Address: 10 Central Road  
Rye, NH 03870  
  
Email: kreed@town.rye.nh.us

22. **APPLICABLE LAW AND VENUE.** This Agreement is governed by and construed in accordance with the laws of the State of New Hampshire. Any legal proceeding relating to this Agreement will be brought in the proper state or federal court in the State of New Hampshire.

23. **SEVERABILITY.** If any provision of this Agreement is for any reason held illegal, void or invalid, such illegality or invalidity will not affect the remaining provisions hereof, and this Agreement will be construed and enforced as if such illegal, void or invalid provisions(s) were not a part hereof.

24. **ENTIRE AGREEMENT.** This writing along with the exhibits and attachments constitutes the entire agreement of the parties and all other writings, statements, agreements, or representations whether oral or written are superseded and replaced hereby. No alteration, change or modification of this agreement may be made except in writing signed by all parties.

25. **BINDING EFFECT.** This Agreement is binding upon the parties hereto and upon their successors, heirs, personal representatives and assigns.

**Signature page follows.**

AGREED:

**New Hampshire Housing Finance Authority**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Benjamin D. Frost  
Deputy Executive Director

**Town of Rye, New Hampshire**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature (Duly Authorized)  
  
\_\_\_\_\_  
Name and Title Printed

## EXHIBIT A

### Scope of Work

1. Grantee acknowledges and agrees that the funds awarded under this Agreement will be used solely for purposes identified in this Agreement. Funds are awarded for these purposes under Section 9901 of the American Rescue Plan Act (Pub. L. No. 117-2 (March 11, 2021)), for which Grantee has not received payment or reimbursement from any other source and the State has determined is an allowable purpose as defined in Section 9901.

2. Services to be Provided:

Services to be provided include all deliverables as presented in the approved application as well as the below scope of work and budget from the grantee's application packet.

Scope of Work and Budget

#### ***Phase 2 – Regulatory Audit***

##### **Task 1: Land Use Regulation Audit**

*Updated timeframe - May 2024 –October 2024*

RPC will conduct an audit of Rye's land use regulations, including the multi-family housing ordinance, to identify opportunities to make modifications to existing regulations or enact new regulations to promote the goals and actions found within the existing Master Plan, the outcomes of engagement from the Phase 1 Housing Needs Assessment & Analysis, and to reflect input received from the buildout analysis and Master Plan update project Rye is currently undertaking. The audit will include recommendations to assist the town in meeting its identified housing goals and actions, along with fulfilling housing requirements under state law. The recommendations will then be ranked for feasibility based on input from the Housing Needs Assessment & Analysis, the buildout analysis and Master Plan update work, and input from the Rye Planning Board.

*Responsible Party:* RPC Staff

*Project Partners & Roles:* Planning Board, Rye Planning Staff

*Deliverables & Milestones:* Land Use Regulation Audit

*Estimated Cost of Task (including anticipated expenses):* \$20,000

**Task 2: Facilitate Public Input Opportunities**

*Updated timeframe - September 2024 –November 2024*

RPC Staff will facilitate public input opportunities for the community to review and provide input to the audit findings, considerations and recommended action plans. Up to two public input sessions (which may take the form of in-person, virtual, or hybrid events) will be held. Materials from the public information sessions held during Phase 1 - Needs Assessment will be on display, such as photos, key maps and data points, and a summary of key issues surrounding housing at a local and regional level, as identified in earlier tasks. Participants will be engaged through interactive activities to discuss and prioritize key actions.

The project team will develop a participant packet with key materials for discussion. This opportunity will be widely publicized to all audiences across town, including businesses, manufactured home park residents, the elderly, etc. The Town and RPC will develop associated materials, facilitate these sessions, and compile input to inform the final action plans contained within the audit.

*Responsible Party:* RPC Staff

*Project Partners & Roles:* Planning Board, Rye Planning Staff

*Deliverables & Milestones:* Public Input Events (two), Public Input Summary including prioritized key actions.

*Estimated Cost of Task (including anticipated expenses):* \$5,000

**Task 3: Phase 3 Housing Opportunity Grant Application**

*Updated timeframe- Anticipated to be in Spring 2024, but as soon as funding is available via InvestNH.*

RPC Staff will assist Rye in the preparation and submission of a Phase 3 HOP Grant Application, including a plan to move ahead with regulatory change, incentives, or other means to increase housing opportunity within appropriate areas of town. This grant application will be based on the findings of the regulatory audit, community engagement, and the housing goals and actions as identified in the Master Plan update and Rye Housing Needs Assessment.

*Responsible Party:* RPC Staff

*Project Partners & Roles:* Planning Board, Master Plan Committee, Rye Planning Staff

*Deliverables & Milestones:* Phase 3 HOP Grant Application Submission

*Estimated Cost of Task (including anticipated expenses):* Cost for completing this task will not be charged to this grant.

	<b>Task Name</b>	<b>Details</b>	<b>Cost</b>
Task 1	Land Use Regulation Audit	RPC will conduct an audit of Rye's land use regulations, to identify opportunities to make modifications to existing regulations or enact new regulations to promote housing opportunities	\$20,000
Task 2	Facilitate Public Input Opportunities	Facilitate public input opportunities for the community to review and provide input to the audit findings, considerations, and recommended action plans	\$5,000
Task 3	Phase 3 Housing Opportunity Grant Application		N/A
	Administrative costs (no more than 7.5% of total project cost)		\$1,250
<b>TOTAL</b>			<b>\$26,250</b>