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State of New Hampshire

DEPARTMENT OF SAFETY
JAMES H. HAYES BLDG. 33 HAZEN DR.
CONCORD, N.H. 03305
(603) 271-2791

ROBERT L. QUINN
COMMISSIONER

EDDIE EDWARDS
ASSISTANT COMMISSIONER

STEVEN R. LAVOIE
ASSISTANT COMMISSIONER

September 3, 2024

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

REQUESTED ACTION

Authorize the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) to enter into a grant agreement with the Town of Newmarket (177449-B003), 186 Main St., Newmarket, NH 03857, in the amount of $10,800.00 to update their Hazard Mitigation Plan (HMP). Effective upon Governor and Council approval through May 2, 2026. 100% Federal Funds.

Funding is available in the SFY 2025 operating budget as follows:

02-23-23-236010-29200000	Dept. of Safety – HSEM – HMGP	SFY2025
072-500574 Grants to Local Gov't - Federal		$10,800.00
Activity Code: 23DR4516HM		

EXPLANATION

The purpose of this grant is for the Town of Newmarket to update their HMP. The grant listed above is funded by the Hazard Mitigation Grant Program (HMGP), which was awarded to the Department of Safety, HSEM from the Federal Emergency Management Agency (FEMA). HMGP provides funding to sub-recipients for cost-effective hazard mitigation activities that complement a comprehensive mitigation program. FEMA provides HMGP funds to states that, in turn, provide sub-grants or contracts for a variety of mitigation activities, such as planning, and the implementation of projects identified through the evaluation of natural hazards.

HMGP is 90% Federally funded by FEMA with a 10% match requirement supplied by the sub-recipient. The sub-recipient acknowledges their match obligation as part of Exhibits B and C to their grant agreement.

In the event that HMGP funds are no longer available, General Funds and/or Highway Funds will not be requested to support this program.

Respectfully submitted,

Robert L. Quinn
Commissioner of Safety

GRANT AGREEMENT

The State of New Hampshire and the Sub-Recipient hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. IDENTIFICATION AND DEFINITIONS

1.1. State Agency Name NH Department of Safety, Homeland Security and Emergency Management		1.2. State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3. Sub-Recipient Name Town of Newmarket (177449-B003)		1.4. Sub-Recipient Address 186 Main St., Newmarket, NH 03857	
1.5 Sub-Recipient Tel. # 603-659-8501	1.6. Account Number AU #29200000	1.7. Completion Date May 2, 2026	1.8. Grant Limitation $10,800.00
1.9. Grant Officer for State Agency Austin Brown, Chief of Mitigation and Recovery		1.10. State Agency Telephone Number (603) 271-2231	
"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. 8-9-2024		1.12. Steve Fournier, Town Manager	
1.13. State Agency Signature(s) By: On: / /		1.14. Name & Title of State Agency Signor(s) Amy Newbury, Director of Administration	
1.15. Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: Director, On: / /			
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: Assistant Attorney General, On: 09/10/24			
1.17. Approval by Governor and Council (if applicable) By: On: / /			

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").

Sub-Recipient Initials: 1.) 2.) 3.) Date:

8-9-2024

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 as indicated in block 1.17, 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. 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 affected 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. 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, 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 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. The State shall have no liability to the Contractor other than the contract price.
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 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.

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. 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 race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3. 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 all rules, regulations and orders, and 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 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

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) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) 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.
8.3. 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 of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default 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 Event of Default on the part of the Contractor.

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) 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) 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. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
10.1 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, 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 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data 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 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, 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.
12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. 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. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. 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 sovereign immunity of the State, 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 his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) 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. 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 his or her 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. 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.

17. 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.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. 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.

21. 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.

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

23. 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.

24. 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.

EXHIBIT A

Special Provisions

1. This grant agreement may be terminated upon thirty (30) days written notice by either party.

2. Any funds advanced to "the Sub-Recipient" must be returned to "the State" if the grant agreement is terminated for any reason other than completion of the project.

3. Any funds advanced to "the Sub-Recipient" must be expended within thirty (30) days of receiving the advanced funds.

4. "The Sub-Recipient" agrees to have an audit conducted in compliance with OMB Circular 2 CFR 200, if applicable. If a compliance audit is not required, at the end of each audit period "the Sub-Recipient" will certify in writing that they have not expended the amount of federal funds that would require a compliance audit ($750,000). If required, they will forward for review and clearance a copy of the completed audit(s) to "the State".

   Additionally, "the Sub-Recipient" has or will notify their auditor of the above requirements prior to performance of the audit. "The Sub-Recipient" will also ensure that, if required, the entire grant period will be covered by a compliance audit, which in some cases will mean more than one audit must be submitted. "The Sub-Recipient" will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular 2 CFR 200. "The Sub-Recipient" will also ensure that all records concerning this grant will be kept on file for a minimum of three (3) years from the end of this audit period.

5. The "Sub-Recipient" will be required to provide the formally approved Local Hazard Mitigation Plan electronically at the completion of the project.

EXHIBIT B

Scope of Work, Project Tasks & Deliverables, and Project Review & Conditions

1. SCOPE OF WORK

The Department of Safety, Division of Homeland Security and Emergency Management (hereinafter referred to as "the State") is awarding the **Town of Newmarket** (hereinafter referred to as "the Sub-Recipient") **$10,800.00** within the DR 4516 Hazard Mitigation Grant Program (HMGP).

"The Sub-Recipient" shall utilize the above referenced funding to update the hazard mitigation plans for the Town of Newmarket in accordance with 44 CFR Part 201.

"The Sub-Recipient" agrees that the period of performance ends on May 2, 2026 and by that date the aforementioned hazard mitigation plans must be completed and have received formal approval by New Hampshire Homeland Security and Emergency Management (HSEM). All completed invoices must be sent to "the State" by June 2, 2026, thirty (30) days after the period of performance ends and a final performance and expenditure report will be sent to "the State" by June 2, 2026 .

2. PROJECT TASKS AND DELIVERABLES – NEW LOCAL HAZARD MITIGATION PLAN

Project tasks and deliverables within this section are to be referenced for the reimbursement process. Per the Scope of Work, "the Sub-Recipient" is required to develop/update the community's local hazard mitigation plan in accordance with 44 CFR Part 201 to ensure formal approval.

The Town/City, NH will prepare a Local Hazard Mitigation Plan Update in accordance with FEMA guidelines for Hazard Mitigation Planning. The Town/City may be assisted, by a vendor of their choice, for this scope of work. The Town/City's updated plan will address mitigation of multiple natural hazards that may affect the community, including Avalanche, Coastal Flooding, Inland Flooding, Drought, Earthquake, Extreme Temperatures, High Wind Events, Landslide, Lightning, Severe Winter Weather, Solar Storms and Space Weather, Tropical and Post-Tropical Cyclones, and Wildfires.

The planning process will include the following actions and elements:

Task 1-3

1. **Grant Award and Contracting:**
   The community will procure services to facilitate this planning process update
   - Official Notification of Award
   - Provide Contractor Selection to NH HSEM
   - Execute a contract

2. **Select and Hire a Vendor:**
   The vendor will document the process used to develop the updated plan, including but not limited to:
   - How the plan update was prepared

- Who was involved in this process
- How the public was involved (i.e., Community outreach, local planning team participation)

3. **Convene a local Hazard Mitigation Planning Committee:**
The Town/City will convene a local Hazard Mitigation Planning Team. Members should include a cross-section of the community, such as residents, government officials, community leaders and business owners. This team will serve as a liaison to the vendor and assist in the plan update by providing access to relevant local data, facilitating community input on plan recommendations and priorities, reviewing draft products, and assisting with outreach to community stakeholders. With the vendor's facilitation and technical assistance, the Town/City Hazard Mitigation Planning Team will:
   - Develop a mission statement
   - Assign roles and responsibilities
   - Develop a specific timeline for planning activities
   - Hold a minimum of two community public meetings during the planning process update, one during the production of the plan update, and one during the review of the draft plan update,
   - Solicit input from key stakeholders in the community, including business associations, local or regional institutions, local NGO's, and residents.
   - Conduct local outreach to stakeholders through postings on the municipal web site, outreach to local print and/or online press, and use of local access cable TV where available. Outreach to neighboring communities will also be conducted.
   - Provide input regarding the feasibility and prioritization of mitigation measures
   - Review the draft plan update and its goals and proposed mitigation projects
   - Oversee the implementation, maintenance and updating of the plan update

Task 4. Revisit the Hazard Profiles for each Hazard that impacts the community:

- Using the best available existing data, the vendor will update a map of areas affected by multiple natural hazards for the Town/City. A set of hazard maps will be included within the updated Hazard Mitigation plan, and GIS files will be made available to the Town/City for integration with their other community plans. These maps will be the basis for the communities known hazards. The hazard identification update will include an assessment of the community's risks that summarizes the vulnerability of each hazard based on the location, extent, probability, and severity of the hazards. A vulnerability analysis will be conducted; your vendor may consider using FEMA's HAZUS-MH, as well as, a GIS map analysis to delineate those critical facilities that are located within mapped hazard areas.
- The Town/City will update the description and prioritization of the natural hazards that have occurred within the community since the last plan update.

Task 5. Facility Inventory:
The Town/City will prepare an updated inventory of facilities and explain how these facilities intersect with the known hazards for the community. This task will be based on input from the community and the best available state and local information. This data may be used to develop updated GIS maps of the following items:

- Critical facilities, including the following, if they exist in the community:
  - Emergency operations centers
  - City or town offices
  - Water and wastewater treatment plants
  - Sewage pumping stations
  - Police or fire stations
  - Schools
  - Hospitals
  - Day-care facilities
  - Public works garages
  - Nursing homes/elderly housing
  - Emergency shelters
- Economic Drivers:
  - Large Businesses
  - Large Employers
  - Historical or Cultural sites
- All repetitive flood loss structures and structures which have incurred substantial damage, if they exist, as defined by FEMA. These buildings(s) must be analyzed by type (Commercial / Residential), number, and general location as it relates to the known hazard areas. The addresses and associated data will be provided, upon request to, the community by the State NFIP Coordinator.
- Land use maps that depict the location of developed land uses, delineated by categories based on use (e.g., residential, commercial, industrial, institutional, other public use, etc.) and how it intersects with known hazards.
- Anticipated future land use areas and how they intersect with known hazards.

Task 6: Vulnerability:
Based on the previous information from Task 5, the Town/City will update the overview of each of the specific hazards and the community's vulnerability to those specific hazards. This vulnerability assessment, if possible, will include:

- Problem Statements: These will summarize the biggest issues for the community in terms of; Types and numbers of buildings, infrastructure, and critical facilities located in the hazard areas.
- All existing multiple hazard protection measures within the community, including protective measures under the National Flood Insurance Program (NFIP).
- A description of each measure, the method of enforcement, and/or the point of contact responsible for implementation of each measure.
- Historical performance of each measure and a description of improvements or changes needed.
- General description of land uses and development trends to incorporate future land use decisions.

Task 7. Mitigation Goals:

The Town/City, with vendor support, will update the mitigation strategies specific to the community's exposure to and impacts from identified natural hazards. The strategy will include:

- Create, edit, or delete goals as needed;
- Obtain public input;
- Analyze existing capabilities;
- Review mitigation actions in the previous plan and identify progress implementing those actions (include current status along with reasons why there may have been little or no progress).
- Describe how the community's priorities have changed since the previous Hazard Mitigation Plan.
- Include a description of the NFIP program and how the community will continue compliance over the next five years.
- Update a list of mitigation goal statements that focus on reducing the risks from the identified natural hazards. The goal development and project prioritization will be conducted by the Hazard Mitigation Planning Team. An example of a goal statement and an objective would be:
  - GOAL: Increase coordination between Federal, state, municipal, and private resources in pre-disaster planning, post-disaster recovery, and continuous hazard mitigation implementation.
  - OBJECTIVE: Identify the availability of additional private and public sector financial incentives for homeowners, businesses and municipalities that will allow the development and implementation of cost-effective hazard mitigation measures in high-risk areas.

Task 8. Actions:

A section that identifies and analyzes a comprehensive range of specific mitigation actions and projects being considered to reduce the effects of each hazard, with particular emphasis on new and existing buildings and infrastructure. This section will include a list of prioritized hazard mitigation projects that best meet the communities' needs for multiple hazard damage reduction:

- These projects may be non-structural (e.g., planning, regulatory measures, property acquisition, retrofitting, elevation) or structural (e.g., seawalls, dams, dikes) solutions.
- At a minimum, this list of prioritized projects will be based on a process that results in identification of cost-effective hazard mitigation projects with public input, including:
  - An analysis of proposed mitigation projects focused on several key areas, including but not limited to economic (including benefits and costs), engineering, technical, legal, environmental, social, and political feasibility. Selected options will best fit the community's needs and meet most or all aspects of the feasibility analysis.
  - Coordination with relevant Federal and state agencies for input and technical assistance.
- Revise and update the mitigation action plan.
- Identify integration opportunities throughout the community, as well as, how the data and information from the previous plan was integrated into other mechanisms over the last five years

Task 9. Plan Review, Evaluation, and Implementation

In order to continue to be an effective representation of the jurisdiction's overall strategy for reducing its risks from natural hazards, the mitigation plan must reflect current conditions. This will require an assessment of the current development patterns and development pressures as well as an evaluation of any new hazard or risk information.

- The plan must describe changes in development that have occurred in hazard prone areas and increased or decreased the vulnerability of each jurisdiction since the last plan was approved.

- The plan must describe the status of the hazard mitigation actions in the previous plan by identifying those that have been completed or not completed. For actions that have not been completed, the plan must either describe whether the action is no longer relevant or be included as part of the updated action plan.
- The plan must describe if and how any priorities changed since the plan was previously approved. If no changes in priorities are necessary, plan updates may validate the information in the previously approved plan.

Task 10. Maintenance:

- The Town/City in conjunction with the planning team will monitor, evaluate, and update the plan.
- The Planning Team will assist the Town/City in the implementation and incorporation of the plan's goals into other local planning processes, such as a Comprehensive Plan, or other local by-laws and ordinances.
- The completed plan update will include an implementation schedule with procedures for ensuring the plan's implementation, updating and revision every five years.

Task 11. Public Review of Draft:

- The Planning Team will work with the community for continued public involvement to include public review of the draft plan.

Task 12. Review and Approval:

- Submit the plan update to NH HSEM /FEMA for review; revised based on NH HSEM/FEMA comments; submit revised plan update for approval pending adoption.
- When APA is received, the plan update will be brought before the City Council or Board of Selectmen in the community for adoption.
- Send the final adopted plan update to NH HSEM/FEMA, Receive approval by FEMA.
- Non-regulatory Grant Closeout

3. PROJECT REVIEW AND CONDITIONS

"The Sub-Recipient" shall submit quarterly progress reports, drafts, and final updated local hazard mitigation plans for aforementioned communities. Quarterly reporting shall begin in the quarter in which this grant agreement is approved, shall be submitted within fifteen (15) days after the end of a quarter, and shall continue until the project is completed.

"The Sub-Recipient" agrees to submit draft plans to HSEM, electronically, for review and comment. Upon notification of Approvable Pending Adoption (APA) the Sub-Recipient shall obtain community adoption of the plan no later than twelve months from APA and submit electronic copies of the adoption documentation and the final plan for Formal Approval.

"The Sub-Recipient" further agrees to promptly address all required revisions arising from HSEM reviews, and resubmit revised draft plan(s) to HSEM.

"The Sub-Recipient" agrees to provide copies of the formally approved plans to HSEM in electronic format upon receipt of the Federal Emergency Management Agency's approval letter.

"The Sub-Recipient agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.

"The Sub-Recipient" shall maintain financial records, supporting documents, and all other pertinent records for a period of three (3) years from the grant period end date as identified in HSEM's closeout letter. In these records, "the Sub-Recipient" shall maintain documentation of the 10% cost share required by this grant.

EXHIBIT C

Grant Amount and Payment Schedule

1. GRANT AMOUNT

	Sub-Applicant Share	Grant (Federal Share)	Cost Totals
Project Cost	$1,200.00	$10,800.00	$12,000.00
Project Cost is 90% Federal Funds, 10% Applicant Share			
Awarding Agency: Federal Emergency Management Agency (FEMA)			
Award Title & #: Hazard Mitigation Grant Program (HMGP) 4516DRNHP00000095			
Catalog of Federal Domestic Assistance (CFDA) Number: 97.039			
Applicant's Unique Entity Identifier (UEI): HBCRNZCTSLF5			

2. PAYMENT SCHEDULE

a. "The Sub-Recipient" agrees the total payment by "the State" under this grant agreement shall be up to $ **10,800.00** and allocated to individual plan development as follows:

Jurisdiction	Federal Share	Sub-Applicant Share
Newmarket	$10,800.00	$1,200.00

Nothing in this allocation shall affect "the Sub-Recipient's" obligation to maintain financial records including documentation of the 10% cost share required by this grant.

b. All services shall be performed to the satisfaction of "the State" before payment is made. All payments shall be made upon receipt and approval of stated tasks and upon receipt of associated reimbursement request(s). Documentation of completed deliverables and match committed shall be provided with each payment request. The amount per community is limited to the amounts stated in paragraph "a" above. Payment shall be made in accordance with the following schedule based upon completion of specific tasks and deliverables described in Exhibit A:

Task Completed	% of Individual Plan Cost to be Billed
Task 1. Document the Planning Process	20%
Task 2. Conduct a Hazard Identification and Risk Assessment	20%
Task 3. Identify Mitigation Actions	20%
Task 4. Prioritize Mitigation Actions	20%
Task 5. Submit completed plan for review, revisions, and receive APA status	15%
Task 6. Submit Adopted Plan and receive Formal Approval	5%

c. Upon Governor and Executive Council Approval, allowable match may be incurred for this project from the start of the federal period of performance of this grant, August 5, 2021, to the identified completion date (block 1.7).

Town of Newmarket

CERTIFICATE OF AUTHORITY
August 9, 2024

I, Katanna Conley, Chair of the Town Council, Newmarket, NH, hereby certify that Steve Fournier, Town Manager, had authority to sign and enter into a grant agreement with the State of NH Division of Homeland Security and Emergency Management on August 9, 2024, for the Town of Newmarket, and, further, hereby authorize Steve Fournier to execute any and all contract and agreements related to the Hazard Mitigation Grant Program (HMGP) Agreement.

I further attest that Steve Fournier was granted authority prior to the day the grant agreement was signed and it has not been amended or repealed as of the day the contract was signed.

A True Copy of the Record,

ATTEST:

Name: Katanna Conley
Title: Chair, Town Council, Newmarket, NH

State: New Hampshire
County: Rockingham

On this 7th day of **August 2024**, before me, **Terri J. Littlefield** the undersigned officer, personally appeared **Katanna Conley** known to me to be the person whose name is signed on the foregoing document and acknowledged to me that he signed voluntarily for its stated purpose and that it was his free act and deed.

In witness thereof, I hereunto set my hand and official seal.

TERRI J LITTLEFIELD
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
February 22, 2028

Justice of the Peace/Notary
Commission Expires: February 22, 2028

4 | 439

TOWN OF NEWMARKET, NEW HAMPSHIRE
By the Newmarket Town Council

Resolution #2012/2013-08
Authorize Town Administrator, Stephen R. Fournier to Submit and Sign for Grants

WHEREAS, The Town of Newmarket has the opportunity to apply for State and Federal Grant; and

WHEREAS, Article 5 of the Newmarket Town Warrant was passed by Town Meeting on May 12, 1998; and

WHEREAS Stephen R. Fournier is the Town Administrator for the Town of Newmarket; and

WHEREAS, Article 5 of the Newmarket Town Warrant does read as follows

> *"To see if the town shall accept the provisions of RSA 31:95-b proving that any town at an annual meeting may adopt an article authorizing indefinitely, until specific rescission of such authority, the town council to apply for, accept and expend, without further action by the town meeting, unanticipated money from a private source or other governmental unit or a private source which becomes available during the fiscal year. Such money shall be used only for legal purposes for which a town may appropriate money. The Town Council shall hold a prior public hearing on the action to be taken. Notice of the time, place and subject t of such hearing shall be published in a newspaper of general circulation at least 7 days before the hearing is held. Action to be taken under this section shall (a) not require the expenditure of other town funds except those funds lawfully appropriated for the same purpose; and (b) be exempt from all provisions of RSA 32 relative to limitation and expenditure of town moneys."*

NOW, THEREFORE BE IT RESOLVED, the Newmarket Town Council does hereby authorize Town Administrator Stephen R. Fournier, to submit and sign for available grants in accordance with Article #5 of the Newmarket Town Warrant.

Given at the Town Council Chambers this 5th day of September in the year of our Lord, Two Thousand Twelve.

Philip J. Nazzaro, Chairman

John A. Bentley, Vice Chair

Gary Levy

Michael LaBranche

Edward C. Carmichael

Al Zink

Daniel J. Wright

A True Copy Attest:

Becky I. Benvenuti, Town Clerk

Town Council Minutes September 5, 2012 BM

TOWN OF NEWMARKET, NEW HAMPSHIRE
TOWN COUNCIL BUSINESS MEETING
SEPTEMBER 5, 2012 7:00 P.M.
COUNCIL CHAMBERS

PRESENT:

Council Chairman Phil Nazzaro

Council Vice Chairman John Bentley

Councilor Mike LaBranche

Councilor Al Zink

Councilor Ed Carmichael

Councilor Dan Wright

Councilor Gary Levy

Town Administer Steve Fournier

Council Chairman Nazzaro called the meeting to order at 7:00 p.m., followed by the Pledge of Allegiance.

PUBLIC FORUM: NON-AGENDA ITEMS ONLY: Opened at 7:02 p.m.

Rose-Anne Kwaks asked if there would be public comment after item 1 on the agenda: Hydra Proposal Discussion. Council Chairman Nazzaro stated that public comment was crucial and would be heard before a Council vote, but not at this meeting, as they would not stray from the written agenda. He did not expect there would be any motions on the subject during this meeting. She then asked if the 4 Council members who participated in the illegal RSA91-A sequential meetings would recuse themselves from this Town Council meeting. Council Chairman Nazzaro said that was a very serious claim that offended him personally and professionally and for which a reading of 91-A would show to be factually incorrect and against the spirit of the law.

Burt Allen felt that the public not being allowed to speak at the meeting was a violation of First Amendment rights. Council Chairman Nazzaro said there would be public comment on the Hydra Proposal when the item was placed on an agenda. The Council when in session acts in official capacity.

Michael Ricker sated that since so many citizens were present, they should be allowed to speak.

The Public Forum closed at 7:07 p.m.

Councilor Levy stated that since he had been on the Council, the public, in general, had been allowed to speak on items

presented and he felt it was pretty outrageous that this would not happen during this meeting. Council Chairman Nazzaro said he appreciated Councilor Levy's comments for the record.

TOWN COUNCIL TO CONSIDER ACCEPTANCE OF MINUTES: AUGUST 15, 2012 WORKSHOP

Councilor LaBranche moved to accept the minutes as written for the August 15, 2012 Workshop. Council Vice Chairman Bentley seconded. There was no discussion. Town Administrator Fournier polled the Council. Motion carried, 6 – 0 -1, with Councilor Wright abstaining as he had been excused from the meeting.

TOWN COUNCIL GOALS AND OBJECTIVES FOR FY2013 – STATUS OF PROGRESS

Town Administrator Fournier said he had begun reviewing some of the goals and said he had some additional goals that the Council might want to consider. In addition, he is reviewing ordinances, rules, procedures and policies for efficiency and compliance with state regulations. He will enforce the Council rule that information will be distributed 4 days prior to meetings and will make it known that no new information will be distributed for discussion at meetings unless there are extenuating circumstances. He intends to have a workshop with the Council to discuss and review these items.

AGENDA:

1. DISCUSSION ON THE HYDRA PROPOSAL: Bill Brown of Wright-Pierce Engineering and Paul Hertzler, Ken Kessler, Stergio Spanos, Tom Burack and Harry Stewart of DES

Bill Brown, President and CEO of Wright Engineering made paper copies of his power point Technical Review of the Hydra Renewable Resources Proposal available to the public. He summed up the proposal as a wastewater and waste to energy facility to be built on the Wilson property and to be run as a public/private enterprise, PPE, with attractive financial returns to the town. Mr. Brown stated that although he had not met with Dale Bishop of Hydra, he had met with Steve Fournier and Rick Malasky and reviewed Hydra's 2011 and 2012 Council presentations and August 15th written proposal. He said he would welcome the opportunity to meet with Mr. Bishop to discuss the proposal further. He said he would review the proposal in three parts: 1. Wastewater Treatment, 2. Waste to Energy facility, and 3. the PPE or business deal.

WASTEWATER TREATMENT: Mr. Brown compared Newmarket's existing plant and the facility recommended for EPA compliance with Hydra's proposal. He said Newmarket's current system was best designed for carbon filtration, and did not address EPA nitrogen removal standards. The recommendation was to upgrade to a BNR system. At the heart of Hydra's proposal would be continuous backwash or CBUM filters, whose use has only been successfully used and proven for end-of-process treatment. Mr. Brown felt the proposal raised several red flags. It was at variance with established science and the recommended use from the filter manufacturers. In addition, there were no examples of the system effectively being used anywhere, and it had actually failed in Woodsville, NH and Adelanto, CA. In essence, although the concept was innovative, the two times it had been tried, it had failed.

Mr. Brown said he had done a study in Raymond which recommended a wastewater treatment facility similar to that which was recommended for Newmarket's upgrade. A group from California, Micro Media, had made a proposal similar to Hydra's at the time, claiming their proposal would be much less expensive. It was recommended that Raymond do a pilot study of the system, and the town met with DES. Wright-Pierce did the protocol for the study. The 2-year pilot study was conducted in Woodsville, NH, and used 3 filters. Data was collected before and after filtration. There were continuing operational problems and changes were made through trial and error. However, after 2 years the system did not work, did not meet required standards and closed. Micro Media put in a large expansion to an existing treatment plant in Adelanto, CA. The system failed when it went on line this year and has been shut down by the state.

Mr. Brown went on to say that the nitrogen standards required of Newmarket and surrounding towns were the most stringent in the country. The Hydra proposal is to use a fixed film reactor system with CBUMs for carbon and nitrogen removal, rather than the recommended suspended growth system. Although CBUMs are not designed for this application, there are other processes that are. Mr. Brown said that these systems are more space efficient, but are more costly to build and operate. He said he only recommends these in places that have limited space, which is not true in Newmarket.

Mr. Brown cited 8 concerns he had with inaccurate and misleading information provided by Mr. Bishop of Hydra. He provided clarifications. The 3 Chesapeake Bay plants mentioned in the 2011 presentation use CBUMs in the conventional way at the end of the processing, none use them with anammox bacteria and none are using them on the primary effluent. Although Mr. Bishop had invited people to visit the California plant in 2011, he sidestepped questions about the 2012 plant failure, closing and cease and desist order from the California Regional Water Control Board. Mr. Brown felt Mr. Bishop should have acknowledged this and listed improvements to the system that would make it operational. The Netherlands' facility referred to by Mr. Bishop has been operating successfully for 17 years, but uses the CBUMs in a conventional BNR system at the end of the process, rather than at the heart of the system. Although Mr. Bishop had claimed no connection with the Woodsville plant, Hydra was the sales agent for Micro Media at the time the plant was planned. He was working in another part of the country, but had to be familiar with the failure. Filter manufacturers mentioned by Mr. Bishop did not in reality recommend using their filters in the manner suggested in the Hydra proposal. Although Mr. Bishop had implied that there would be few or no permits required for the system he proposed, Mr. Brown said that it was highly unlikely that the system would not require air, solid waste and site permits. Hydra had claimed that their proposed process would exceed every reuse standard in the world. Mr. Brown said it was unlikely that this was true that it would meet EPA standards. Although Mr. Bishop had said that Hydra was designing treatment plants and creating water and energy utilities, Mr. Brown could find no evidence of this.

Mr. Brown cited other issues he had with Hydra's concept. Mr. Bishop had claimed they would be able to reuse 100% of effluent/elimination of river discharge. Mr. Brown said this was not realistic, as it would take 100s of acres of land to get rid of all the water in the facility. He said an economic analysis of the process showed revenue, but no capital costs and expenditures. Mr. Brown questioned why Hydra proposed relocating the wastewater treatment from its present site to the Wilson property, as it would involve unnecessary costs in purchasing land, relocating pipes, and building tanks already available in the present facility. Building it along with the Waste to Energy plant on the Wilson property was unnecessary, as the later would not depend on the wastewater facility. Mr. Bishop had said that energy from the system could be sold or used to heat about 20% of Newmarket's homes. Mr. Brown said that in his experience, most likely there would be just enough energy to heat the plant. Again, in this instance, Mr. Brown's economic analysis of the proposal found revenues listed but not costs.

Mr. Brown said that before Newmarket considered Hydra's wastewater treatment proposal, the town should ask Mr. Bishop for a detailed clarification and explanation of the 2 failures of the system along with proposed solutions. He would also ask that any inaccurate information be corrected. The town should insist that for accuracy, a year-long pilot study be carried out at the existing facility, and in addition, Mr. Bishop should provide evidence that Hydra's concept has been approved by DES and EPA.

WASTE TO ENERGY FACILITY: Mr. Brown said that Hydra's proposal provided too few details for him to review it in depth. They were suggesting a pyrolysis process for waste. However, he had 8 major concerns with the proposal. There was very limited experience with pyrolysis for municipal solid waste, MSW, refuse derived fuel, RDF or sludge. This is not a tried and true process and has experienced a number of failures. He questioned the commercial viability of the product. Mr. Brown next questioned the claim that there would be no emissions and no air permits would be required for the facility. Pyrolysis generates a great deal of heat, and although emissions could be highly treated, they would still exist. He said sludge drying creates odors, and while Hydra may have this under control, there was no mention of their methods to contain them. He said that a waste to energy facility was actually a power plant, and that would necessitate air permits. Mr. Brown's third concern was with the nitrogen footprint. When asked about this, Mr. Bishop spoke instead of the carbon footprint. Newmarket has to upgrade its treatment plant to help reduce the amount of nitrogen flowing into Great Bay. The facility that has been recommended to Newmarket at a cost of between $12 and $18 million will remove about 100 pounds of nitrogen per day. The waste to energy plant uses RDF which contains nitrogen and also releases nitrogen. This could negate the benefits of a new wastewater treatment facility, not only in Newmarket but also in the surrounding Great Bay communities. Mr. Brown recommended that Hydra submit a nitrogen mass balance report showing how much nitrogen goes into the system, and how much is released into the air and into water.

Mr. Brown's fourth concern involved lack of clarity in the type and quantity of wastes. Mr. Bishop indicated that 300 tons of RDF would be used per day. This would be made in Kingston and shipped by rail to Newmarket. However, the proposal schematic said that MSW, tires, construction waste, etc. would be used to fuel the facility. The exclusivity agreement/proposal given to Newmarket referred to "multi-hundred ton per day" of "waste, such as.." Mr. Brown pointed out this was not consistent with the presentation, and gave Hydra the right to bring in an undetermined quantity and type of waste. Mr. Brown's fifth concern noted Hydra's omission of some significant costs, such as road and rail improvements and infrastructure improvements that would allow reuse of effluence and use of waste heat. He felt these costs would be in the tens of millions. Next, Mr. Brown questioned Mr. Bishop's claim of a 3.5 year payback time, and stated that it was based on an incomplete cost analysis. He said this was inconsistent with EPA findings, long-term research and recent

experience. Research had concluded that this was not a financially viable process. He said the payback period was more likely to be 20 years, and that would significantly reduce any revenue Newmarket might be expecting. Also, it had been shown that the system actually uses more energy than it produces.

Mr. Brown's seventh concern was with the size of the sludge dryer being proposed for Newmarket. He questioned whether Hydra had miscalculated the size or was planning to bring sludge from outside the town as the large dryer suggested was about 50 times larger than Newmarket needed for itself. He said dryers of this size were usually used in huge plants and had to run 24/7. To illustrate his site location concerns, Mr. Brown showed pictures of waste to energy plants in a Haverhill industrial park near a highway and another one located in the middle of Biddeford. He said the Wilson Farm location would not be optimum and he compared it more directly to the Biddeford plant which had created odor, noise, traffic and adverse business impacts on the community. That plant had recently been shut down at a cost of $6 million to the community.

Mr. Brown said that before Newmarket considers the Hydra proposal, they request 1. clarification on the types and quantities of waste being used, 2. references for and locations of identical pyrolysis facilities, 3. references for similar size sludge dryers in use, 4. a nitrogen balance for the entire facility that would show that the plant would not adversely impact the Great Bay Coalition communities, 5. an emission control plan, 6. a cost analysis which included all omissions from previous presentations/proposals, and 7. an analysis of all impacts on Newmarket, the Wilson Farm neighborhood, Great Bay and its surrounding communities.

PUBLIC-PRIVATE PARTNERSHIP (PPE): Mr. Brown suggested that before Newmarket signed any agreements or became a Hydra business partner, the town needed to know more about the company and its proposals. He recommended they obtain references for all the wastewater treatment and waste to energy facilities Hydra has built. He also said the town needed to have a greater understanding of Hydra's financial capability, as there are huge start-up costs in addition to building the plants, and he felt that Mr. Bishop had underestimated costs at $116 million. In addition, Mr. Brown said that a legal review was necessary to understand any liability exposure the town would incur as a business partner.

SUMMATION: Mr. Brown said that from his viewpoint, Hydra's claims appeared too good to be true. He felt there was too little verifiable information to support their technical and financial claims, and insufficient information to confirm that Hydra has the wherewithal to undertake these projects. He encouraged the town to seek much higher assurance from Hydra as to its technical and financial viability before signing any agreement or considering becoming business partners. He suggested that the he and Mr. Bishop sit down in a workshop to go over all the details, questions and concerns he had. He said the Council needed to understand what was behind his claims and what was behind Mr. Bishop's claims.

DES: Vicky Cramm, Assistant Commissioner of DES, came to the podium and introduced DES staff members, Paul Hertzler and Ken Kessler from the water division Wayne Wheeler from the wastewater division and Todd Moore of the resources division. She presented an overview and perspective of what DES had heard about Hydra's proposal. She stated that DES had met twice with Bob Coffee and Dave Walker of Green Power Management. They had not met with Hydra, and did not know all the details of the proposal. However, she stated that there were multiple parts of the projects that would most likely require permits: waste management permits for both the Newmarket and Kingston solid waste facilities, air permits for the engines that would combust the methane and for the pyrolysis process, water and EPA permits for the wastewater treatment facility and sledge facility, and perhaps others once details are known.

Ms Cramm said that DES supports innovation, and Hydra's proposal was on the cutting edge of technology. However, based on the information DES has, it is concerned about the effectiveness of the technology, especially in light of Mr. Brown's report, as well as the time frame for implementation. She said the technology was not yet proven. She explained that the DES permit process is governed by law, and is intended to protect the environment and public health. They are required to hear and consider all public concerns before issuing a permit for a facility such as the one proposed. She said they were unaware of any projects in which the technology had been used successfully, and expressed disappointment when similar projects had failed. She said this did not mean that the system could not be modified to work, but that they would need a great deal more information to show this before considering issuing a permit. She said they would require a pilot project to prove that the process would operate at DES standards. This would have to be completed before a larger plant was built. In addition, the pilot would have to be constructed and operate within the town's MPDS permit, and could not allow unpermitted discharges to the Great Bay.

Ms. Cramm said that the time frame for conducting a pilot project and permitting and building the proposed project was considerably longer than that for a conventional wastewater treatment plant. It takes between two and 3 years to build a conventional plant, and she expected the proposal would take quite a bit longer. She said that since the technology had not yet been proven, if Newmarket decided to go ahead with a pilot project, they would also be teaching DES that it works. She said without details of the project, DES could not confirm that it would issue permits, nor could it state what permits would be required or the expected time frame. She said the project would entail significant public involvement from Newmarket and surrounding communities in locating the facility. As an alternative, she said the town could move ahead with building the conventional wastewater treatment plant and use the current plant to conduct a pilot study. She encouraged them to minimize the risk to the environment and community, and to realize that there were low interest loans available for wastewater treatment using proven technology.

COUNCIL QUESTIONS AND DISCUSSION: Councilor Levy said that Mr. Bishop had told the Council that the DES Commissioner was very supportive of Hydra's process, and that he intended to meet with EPA to better explain the process. Ms. Cramm said they had not met with Hydra, but had met with Green Power Management and had seen some significant elements that would require permitting and expressed some concerns with the project. Paul Hertzler said that Hydra had come forward to DES with this proposal about a year and a half earlier, and Mr. Bishop had made a similar presentation. When they came back later, the proposal was similar, but Mr. Bishop was not present. He said that while the Commissioner expressed some hope that the system would work, he also wanted more details as the system had not worked in the past.

Councilor Wright asked if there were standards for pyrolysis emissions. Todd Moore said there was not enough detail in the proposal to determine what emissions there might be. He said this would all have to come under review. Councilor Wright asked if pyrolysis was a new process. Mr. Moore said it was not, but he was not aware of any projects in the United States using pyrolysis on a scale as large as that proposed. He had not reviewed or issued any permits. Councilor Carmichael asked Mr. Brown for his qualifications. He had received bachelor and masters degrees in civil and environmental engineering and had 36 years experience in working with wastewater treatment, etc. projects. To Councilor Carmichael's question, Mr. Brown said that the Wilson property was not the optimum site mostly from the viewpoint of the developer. It would be preferable and less costly to develop the least sensitive site.

Council Vice Chairman Bentley clarified from the minutes that when he had asked, Mr. Bishop had said he met with EPA, not DES. Councilor Zink appreciated the balanced and informative presentations. Council Chairman Nazzaro also expressed appreciation to DES and Mr. Brown for their expertise, and asked why Mr. Brown thought the Wilson Farm had been chosen for the facilities. Mr. Brown said he did not know the background, but later in the meeting Councilor Wright suggested it might be closer to the existing railroad spur. Council Chairman Nazzaro asked Mr. Brown what his recommendations would be for next steps. Mr. Brown again suggested that he and Mr. Bishop needed to have a workshop session to clarify details and discuss concerns. Councilor Levy said that Councilor Carmichael had asked Mr. Bishop if he had met with DES at 8:06 on the tape. Councilor Levy said he had asked about sludge/RDF at the last meeting, and asked if the size of the dryers was compatible with the size of the proposed project. Mr. Brown said the RDF would be coming to the town at the rate of 300 tons per day, and there was some discrepancy in the schematic. He said this could perhaps be an error, and he would like to defer to Mr. Bishop on this. He said he could not judge the over-size of the dryers without knowing if Hydra had other uses, but he saw no indication that this was planned. He suggested this could be another typo, but he would not know without consulting Mr. Bishop.

Councilor Wright asked why, with charges to handle and deliver the pellets, would Hydra not consider putting the waste to energy facility in Kingston. Mr. Brown said that he had wondered as this would add more cost to the operation. Councilor Wright asked Mr. Brown if he were representing the town would he consider building the 2 facilities given the information they had. Mr. Brown replied that he probably wouldn't as his firm had managed the Woodsville the pilot study. He said they were skeptical prior to the study, and their misgivings were correct, as it was not successful. He felt there was not enough scientific/technical background to support the wastewater proposal, and the research and development was on a trial and error basis. Mr. Brown thought there were not enough facts make a judgment on the waste to energy facility proposal. He said he didn't know what Hydra had done in the past that could provide evidence that system would work. He said he would like to give Mr. Bishop a chance to counter his concerns, as he might have explanations.

Council Vice Chairman Bentley felt they would be foolish not to give the proposal some consideration as Mr. Brown had said they at least should look at it. Mr. Brown said that the Council should look at the proposal as it claimed to offer financial help to the town, and he thought they were right in showing due diligence and asking for input. Council

Chairman Nazzaro asked DES what the permitting time-line would be for Kingston, which is in the early discussion phase, to build its plant. Ms. Cramm said a brand new solid waste treatment plant probably would take 6 months for design and another 2 years to build. He asked Mr. Brown if he thought it was worth the Council's time to pursue the proposals. Mr. Brown said he would recommend having a workshop with Mr. Bishop to see if he could provide more detailed information, was willing to have the system piloted and demonstrate what Hydra would do differently to ensure that the system worked. He said that Mr. Bishop had not shown a willingness to pilot the process in previous presentations, and that concerned him. He emphasized the importance of having a workshop with Mr. Bishop.

Councilor Levy countered inaccuracies in Mr. Bishop's presentation: there was no preliminary agreement with Kingston to build a solid waste plant for RDF; Hydra did have an affiliation with Woodsville; CBUMs were used in Chesapeake Bay plants at the end, not the heart of the process; filter use had been used successfully for 17 years in the Netherlands, but were used differently from Mr. Bishop's proposal. He thanked everyone who had attended the meeting, and asked if the 3 state senators present would be allowed to speak. Council Chairman Nazzaro said he would welcome them to speak.

State Senator Nancy Stiles, District 24, expressed her concerns about the Great Bay, and encouraged the Council to move forward cautiously. State Senator Jeb Bradley from Wolfborough had been approached by proponents of the project, and he was concerned about the proposed PPE partnership. He questioned whether the State RSAs authorize this type of business arrangement, and he had suggested they consult a municipal attorney before any legislation was contemplated. He said they had given him a brief, enthusiastic description of the technology involved, but the Wright-Pierce presentation did not support their claims. He said he had been portrayed as supporting the project, but he did not at this point. He said he would not participate in legislation creating this type of partnership for this specific project until all the bases were touched and unless Newmarket overwhelmingly supported it. State Senator Russ Prescott, a professional engineer, said he was concerned about Newmarket as their representative. He said as an engineer he designed his projects and was vested in their success to retain his license. He felt Hydra omitted this from their presentation, and he said they needed to use a licensed firm to validate the information Hydra had given. He said he would be skeptical of a new sequence of operations for treatment equipment.

Councilor Wright asked if Sean Greig would like to speak. Mr. Greig said he felt it was good to look at all the options. He said he was in favor of looking at new treatments, and he had been following the process for about tow years. He had come up with many of the same concerns that Mr. Brown expressed. He had had discussions with Wright-Pierce and operators from Adelanto and Woodsville. He said he had also followed up with the use of anammox bacteria. Steve Clifton from Wright-Pierce had sent Newmarket's influent characteristics to the company representing anammox, and the company had told them that these were not right for the use of the product to reduce nitrogen impact. He had also heard from Dr. Randall and Dr. Bernard, two authorities on wastewater treatment, that anammox was not the right driver for the process. Mr. Greig said he had many concerns with the wastewater part of the proposal.

Council Chairman Nazzaro asked the Council whether it wanted to stop pursuing the proposal or hold a workshop with Mr. Brown and Mr. Bishop. Councilor Zink thought they should give Mr. Bishop the opportunity to respond and schedule a scientific discussion workshop with him and Mr. Brown. He said if Mr. Bishop chose not to participate, it would be telling, but he thought it would be unprofessional for the Council to not give him a chance. He felt it was important that the Council listen to their discussion. Councilor Levy thought it was fine to try to schedule a workshop, and said that other towns had been pitched the same proposal, but had turned it down. He felt Mr. Bishop was slightly deceptive in implying that Newmarket was hand-picked for the project. He reiterated his concerns with misleading statements Mr. Bishop had made and felt these pointed to credibility issues. Council Vice Chairman Bentley said they should have the workshop in the auditorium so that more citizens could participate. Council Chairman Nazzaro said there seemed to be 8 – 9 factual inaccuracies in Mr. Bishop's presentation that Wright-Pierce had pointed out. These he found these most concerning, along with Mr. Bishop's moving around the statements. He said, that if there was a workshop, he would like the inaccuracies specifically addressed.

Town Administrator Fournier said he had been following this process since before he had taken the position. He said that although he did not know the technical side, he did know the bureaucratic side of the project. He said he could see many issues. He stressed that no documents should be signed before questions had been answered, not just technological ones, but other liability concerns. He said they needed to have a full assessment of the town's liability risk, and know what would happen when the operation is turned over to the town at the end of 20 years. He said they also needed to know what would happen to the town if the company failed. He said they would have to have the best agreement possible to protect the town. Councilor Zink pointed out that with all the Council needed to do, he hoped this would not be its only focus for the next two months. He felt the townspeople would let the Council know after the workshop if they found the proposal credible. Councilor Wright thought they should move ahead, but not move so quickly that they did not get it right.

Council Chairman Nazzaro declared a 5 minute recess at 8:37 p.m. The Council reconvened at 8:47 p.m.

2. DISCUSSION REGARDING ASBESTOS AT THE STONE SCHOOL MUSEUM: PHIL LAPAGE

Mr. LaPage said that in the process of treating mold in the museum, they had discovered unencapsulated asbestos in the basement. Rick Malasky is working on getting 3 estimates for removal, and it is expected that the cost will be between $5K and $10K. There will have to be a resolution to expend funds once the estimates are received. The museum is currently shut down. Liability insurance does not cover asbestos removal. Mr. LaPage thought they would be looking for funds from Building and Grounds Capital Reserves.

Councilor Zink asked what the financial relationship was between the Historical Society and the town. Mr. LaPage said that a few years ago, when the Historical Society could not afford the insurance and the heat, the building was sold back to the town for one dollar. He said this had gone back and forth a few times. The current insurance estimate is $4K and the town gives them $2K, which they use, along with membership dues to pay for the heat. Councilor Zink said if the relationship seems to be in peril, they should discuss it up front. Town Administrator Fournier thought there must be a lease agreement to allow the Historical Society to use the building, and it would be insured under the town's liability. As the owner of the building the town would have to pay for asbestos removal. Mr. LaPage said the Society had been taking care of all the other maintenance issues along with the heat. Councilor Zink said that if affordability was going to be an on-going issue, the Council might consider a CIP to support the building.

Councilor Carmichael asked about the property changing hands. Mr. LaPage said there was a 3 year reversion clause in the title, and the building could change hands at that time. Council Chairman Nazzaro agreed with Councilors Zink and Carmichael that they should have a more formal relationship with the Historical Society, including specifics about who pays for what. Town Administrator Fournier will return to the Council with a resolution and the best of the 3 bids.

3. PRESENTATION OF PETITIONS AND RESOLUTIONS AND DISPOSAL THEREOF BY REFERENCE, OR

OTHERWISE: (none of the 4 resolutions required multiple readings)

A. Resolution #2012/2013-07 Relating to the Release of General Fund Surplus to Reduce the Tax Rate by

$136,000

Council Chairman Nazzaro read the Resolution in full. Council Vice Chairman Bentley moved to adopt Resolution #2012/2013-07 Relating to the Release of General Fund Surplus to Reduce the Tax Rate by $136,000. Councilor Zink seconded.

Discussion: Councilor Levy asked if there was anything that prohibited the Council from using more than $136K or did they have to use the ten year period, paying off the amount in equal installments. Town Administrator Fournier said the expenditure was being used to offset that amount in the operating budget. He said that he and Acting Finance Director Angell had been discussing getting the total amount off the books all at once, which would require a town vote. Councilor Levy asked what the consequences would be. Council Chairman Nazzaro said there was currently $1.36 million in reserved fund balance. The 2004 resolution required that $136K be raised through taxation every year to pay towards the total amount, even though that amount was sitting in reserved fund balance. He said in the future this could be done by accounting credits and debits once a warrant article is approved. Town Administrator Fournier said he believed this meant that they would not have to raise $136K every year, and give them a much clearer picture of what they actually had. He said this would also be beneficial if they had to seek bonding.

Town Administrator Fournier polled the Council. Motion passed unanimously, 7 – 0.

B. Resolution #2012/2013-08 Authorize Town Administrator Stephen R. Fournier to Submit and Sign for Grants (a procedural resolution)

Council Chairman Nazzaro read the Resolution in full. Council Vice Chairman Bentley made a motion to accept Resolution #2012/2013-08 Authorize Town Administrator Stephen R. Fournier to Submit and Sign for Grants. Councilor Levy seconded. There was no discussion. Town Administrator Fournier polled the Council. Motion passed unanimously, 7 – 0.

C. Resolution #2012/2013-10 Relating to the Appropriation of $50,000 from the Wastewater Department Surplus to the Wastewater Legal Capital Reserve Fund

Council Vice Chairman Bentley read the Resolution in full. Councilor Levy made a motion to accept Resolution #2012/2013-10 Relating to the Appropriation of $50,000 from the Wastewater Department Surplus to the Wastewater Legal Capital Reserve Fund. Councilor Carmichael seconded.

Discussion: The Wastewater Surplus Fund balance of $168,304.50 is the most current one available. Mr. Greig said the resolution was necessary to cover the $45,781.02 from the Legal Capital Reserve Fund in Resolution #2012/2013-11. The amount will cover previous expenses.

Town Administrator Fournier polled the Council. Motion carried unanimously, 7 – 0.

D. Resolution #2012/2013-11 Relating to the Withdrawal of $45,781.02 from the Legal Capital Reserve Fund

Council Vice Chairman Bentley read the Resolution in full. Councilor LaBranche made a motion to adopt Resolution #2012/2013-11 Relating to the Withdrawal of $45,781.02 from the Legal Capital Reserve Fund. Councilor Zink seconded. There was no discussion. Town Administrator Fournier polled the Council. Motion carried unanimously, 7 – 0.

4. OLD/NEW BUSINESS

Council Vice Chairman Bentley announced that the Heritage Festival will be Saturday, September 22nd.

Councilor LaBranche said the Council had spoken about having the agendas driven by its goals and objectives, but at this meeting they had spent 3 minutes on this, with the Town Administrator suggesting that there could be additional goals. He felt this had been a problem in the past, with new goals being added before others had been completed. For example, he said they had listened to presentations stating the town could save about $100K on health insurance, and he wondered if anyone had yet spoken about the proposed plan with the town employees and police union, as he had suggested at the previous meeting. He said he was having a difficult time understanding what the goals and objectives of the Council were. Councilor Zink wanted to move the medical insurance issue forward.

Council Chairman Nazzaro thought that the plan probably had not been shared at this point, but he had given the new Town Administrator a format for the business meeting agendas that would include actions on goals and department reports. Council Vice Chairman Bentley agreed with Councilor LaBranche, stating that in the past few years there had been many hot issues, and while there always would be, the Council had to focus on its goals. Councilor Levy looked toward being more efficient by having accurate and complete information prior to meetings. He said there had been no updated information on medical insurance or auto gas conversion for some time, but in each case there were discrepancies in presentation and details between the first and second reports. For example, he thought that the first

insurance presentation had suggested self-insuring the deductible only, while the second had suggested self-insuring the whole package. In both instances, he said there were lose ends that prevented them from making a decision and moving forward. He felt that if the Council was given complete and vetted information on issues from the beginning, there would be more time to spend on goals and objectives.

Town Administrator Fournier said he would try to get all the information on health insurance. He will ensure that nothing will be presented to the Council unless it is a complete product and includes a recommended action from a department head and the Town Administrator. He said he did not believe in presenting new information at a meeting unless there were some extenuating circumstances, and agreed that information should be fully vetted before being given to the Council.. He stressed that this would apply to department heads, staff and the public. Councilor Zink agreed with Councilor Levy, but stated that both insurance presentations had proposed self-insuring only the deductible. Council Chairman Nazzaro said that Town Administrator Fournier was to get them a vetted package on health insurance, so they could move forward on this issue.

Council Vice Chairman Bentley said that Town Administrator Fournier's enforcing the policy of distributing information to the Council 4 days prior to meetings would help with this. Councilor Levy suggested that the medical insurance information be in a good, better, best format, and perhaps the plan could offer upgrades that employees could select and pay the difference. Council Chairman Nazzaro said that not having complete information and not having a timely and standardized format had contributed to the Council losing focus on its goals. He said they should operate as a Board of Directors with the Town Administrator acting as their CEO. Councilor Levy suggested that they had been talking about changing the direction of Church Street for some time, and he thought that they should have Chief Cyr and Rick Malasky weigh in on the discussion so the Council could make a logical decision.

ADJOURNMENT – NEXT MEETING SEPTEMBER 19, 2012, WORKSHOP

Council Vice Chairman Bentley moved to adjourn, and Councilor Levy seconded. Motion carried unanimously. Meeting adjourned at 9:22 p.m.

Respectfully submitted,

Ellen Adlington,

Recording Secretary

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:*
Town of Newmarket 186 Main Street Newmarket, NH 03857	255	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)**	7/1/2024	7/1/2025	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)	
	Automobile Liability Deductible Comp and Coll: $1,000			Combined Single Limit (Each Accident)	
	Any auto			Aggregate	
X	**Workers' Compensation & Employers' Liability**	7/1/2024	7/1/2025	X Statutory	
				Each Accident	$2,000,000
				Disease – Each Employee	$2,000,000
				Disease – Policy Limit	
	Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:		**Additional Covered Party**		**Loss Payee**	**Primex³ – NH Public Risk Management Exchange**
					By: *Mary Beth Purcell*
NH Department of Safety 33 Hazen Drive Concord, NH 03305					**Date:** 8/13/2024 mpurcell@nhprimex.org Please direct inquires to: **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**

U.S. Department of Homeland Security
FEMA Region I
220 Binney Street
Cambridge, MA 02142

FEMA

Sent Via Email

December 15, 2023

Robert M. Buxton, Director
New Hampshire Homeland Security and
Emergency Management
33 Hazen Dr.
Concord, NH 03305

Re: Major Disaster Declaration: FEMA-4516-DR-9P
Program: Hazard Mitigation Grant Program, Assistance Listing #97.039
Recipient: New Hampshire Homeland Security and Emergency Management
Subrecipient: New Hampshire Homeland Security and Emergency Management (NH HSEM)
Federal Award No.: 4516DRNHP00000095
Project: NH HSEM LHMP Updates for Boscawen, Dover, Farmington, Gifford, Marlow, Newmarket, Plaistow, Salem, and Webster.
Project #: HMGP-4516-9P

Dear Director Buxton:

The Federal Emergency Management Agency ("FEMA"), U.S. Department of Homeland Security has awarded the above-referenced project that the New Hampshire Homeland Security and Emergency Management submitted under the Hazard Mitigation Grant Program ("HMGP") application for FEMA-4516-DR-9P. The subrecipient for this project is New Hampshire Homeland Security and Emergency Management and the approved federal funding for the project is $105,599.70, which is 90% of the total approved project cost of $117,333.00. As a condition of the federal award, New Hampshire Homeland Security and Emergency Management is required to contribute a non-Federal cost-share of $11,733.30.

By accepting this Federal award, you acknowledge that the terms and conditions set forth in the following documents are incorporated into the terms and conditions of this award and will ensure that you incorporate them into any subaward to the subapplicant.

- FEMA-State Agreement for FEMA-4516-DR-9P
- FY 2020 Department of Homeland Security Standard Terms and Conditions, v. 10
- Hazard Mitigation Assistance Guidance (2015)
- Acknowledgment of Programmatic Requirements (enclosed)
- Obligation Report (enclosed)
- Record of Environmental Consideration (enclosed)

If you have any questions, please contact the Region 1 Hazard Mitigation Assistance Grants Mailbox, Mitigation Division, FEMA Region I at FEMA-R1-HMA-Grants@fema.dhs.gov.

Sincerely,

RICHARD H VERVILLE Digitally signed by RICHARD H VERVILLE Date: 2023.12.15 10:54:32 -05'00'

Richard H. Verville
Deputy Director, Mitigation Division
FEMA Region I

Enclosures

cc: Austin Brown, Chief of Mitigation and Recovery, NH HSEM
Ginny Clasby, Assistant Chief of Mitigation, State Hazard Mitigation Officer, NH HSEM

GENERAL FEDERAL AWARD INFORMATION
Hazard Mitigation Grant Program
Major Disaster FEMA-4516-DR-NH
Federal Award No.: 4516DRNHP00000095
Project No.: HMGP-4516-9P

Recipient Name:	New Hampshire Homeland Security and Emergency Management
Recipient's Unique Entity Identifier (UEI):	V9GSW38ZEVC5
Subrecipient Name:	New Hampshire Homeland Security and Emergency Management
Subrecipient's Unique Entity Identifier (UEI):	V9GSW38ZEVC5
Assistance Listings Number and Title:	97.039, Hazard Mitigation Grant Program
Federal Award Identification Number (FAIN):	4516DRNHP00000005
HMGP Project Number:	HMGP-4516-9P
Federal Award Date:	December 15, 2023
Period of Performance Start and End Date:	8/5/2021 – 5/2/2026 Project Completion ▪ HMGP Projects: 5/2/2026
Budget Period Start and End Date:	8/5/2021 – 5/2/2026
Amount of Federal Funds Obligated by this Action:	$105,599.70
Total Amount of Federal Funds Obligated:	$ 105,599.70
Total Approved Cost Sharing or Matching:	$ 11,733.30
Total Amount of the Federal Award Including Approved Cost Share or Matching:	$ 117,333.00
Budget Approved by the Federal Awarding Agency (to comply with statutory requirements (e.g., FFATA)):	The approved budget is set forth below.
Federal Award Description	Hazard Mitigation Planning

Name of Federal Awarding Agency and Contact Information for Awarding Official:	Federal Emergency Management Agency Richard Verville, Deputy Director, Mitigation Division Email: richard.verville@fema.dhs.gov Phone: (857) 205-2841
Identification of Whether the Award is R&D:	No part of this Federal award is for research and development.
Indirect Cost Rate for the Federal Award:	Indirect costs are not authorized under this grant.

BUDGET COST CATEGORIES

Object Class	Cost
Personnel	$ 0
Fringe Benefits	$ 0
Travel	$0
Equipment	$ 0
Supplies	$ 0
Contractual	$ 117,333.00
Construction	$0
Other	$ 0
Indirect Costs	$ 0
Total:	$ 117,333.00