



**TOWN OF NEWMARKET, NEW HAMPSHIRE  
TOWN COUNCIL AGENDA**

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**REGULAR MEETING JULY 15, 2015 7PM  
NEWMARKET TOWN HALL COUNCIL CHAMBERS**

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**6:00 p.m. NON-PUBLIC RSA 91-A:3 II Personnel**

- 1) **Pledge of Allegiance**
- 2) **Public Forum** *\*\*Public Forum is an opportunity for the public to address the Town Council. All comments should be addressed to the Chair of the Council. No person will be allowed to speak longer than 5 minutes.\*\**
- 3) **Public Hearing:** Ordinance #2015/2016-01 Adoption of the Town Seal
- 4) **Town Council to Consider Acceptance of Minutes**
  - a) Minutes of July 1, 2015
  - b) Non-Public Minutes of July 1, 2015
- 5) **Report of the Town Administrator**
- 6) **Committee Reports**
- 7) **Old Business**
  - a) Ordinances and Resolutions in the 2<sup>nd</sup> Reading
    - i. Ordinance #2015/2016-01 Adoption of the Town Seal
    - ii. Resolution #2015/2016-01 High Efficiency Heat Pump Installation for Town Hall Auditorium
    - iii. Resolution #2015/2016-02 Contract with Horsley Witten Group to Implement a Coastal Zone Management Grant Related to Building Resilience to Flooding and Climate Change in the Moonlight Brook Watershed
  - b) Ordinances and Resolutions in the 3<sup>rd</sup> Reading
    - i. Resolution 2014/2015-66 Authorizing the Town Administrator to Enter Into an Agreement with Tri State Curb for Granite Curb Stone for Bennett Way
  - c) Items Laid on the Table – NONE (*Items will remain on the table unless a member of the Town Council moves to remove the item.*)
- 8) **New Business/Correspondence**
  - a) Town Council to Consider Nominations, Appointments and Elections
    - i. Records Retention Committee – Monica Christofil – Term Expires March, 2017
    - ii. Strafford Regional Planning Commission Representative – Peter Nelson Term Expires March 2017

*iii. Organizational Study RFP Committee*

b) Ordinance and Resolutions in the 1<sup>st</sup> Reading

*i. Resolution #2015/2016-03 Accepting Harvest Way as a Town Street*

*ii. Resolution #2015/2016-04 Awarding Liquid Propane, Regular Gasoline and Clear Diesel*

*iii. Resolution #2015/2016-05 Authorizing the Town Administrator to Enter into an Agreement for Asphalt*

*iv. Resolution #2015/2016-06 Municipal Trash Bags*

c) Correspondence to the Town Council

d) Closing Comments by Town Councilors

**9) Adjournment**



**TOWN OF NEWMARKET, NEW HAMPSHIRE  
LEGAL NOTICE – PUBLIC HEARING**

The Newmarket Town Council will hold a Public Hearing on Wednesday, July 15, 2015 at 7:00 pm at the Newmarket Town Hall, 186 Main Street, Newmarket, New Hampshire to provide information on and hear public comments regarding the following ordinance:

1. Ordinance, #2015/2016-01 Adoption of the Newmarket Town Seal. The purpose of this Ordinance is to formally adopt the Town Seal for the Town of Newmarket pursuant to RSA 31:93.

Those persons who are unable to attend the Public Hearing on July 15, 2015 are urged to provide their comments in writing no later than Monday, July 13, 2015 to:

Newmarket Town Administrator  
Newmarket Town Hall  
186 Main Street  
Newmarket, NH 03857

**TOWN OF NEWMARKET, NEW HAMPSHIRE  
TOWN COUNCIL REGULAR MEETING**

**DRAFT**

**July 1, 2015 7:00 PM**

**PRESENT:** Council Chairman Phil Nazzaro, Council Vice Chairman Gary Levy, Councilor Dale Pike, Councilor Amy Thompson, Councilor Toni Weinstein, Councilor Amy Burns

**EXCUSED:** Councilor Larry Pickering      **ALSO PRESENT:** Town Administrator Steve Fournier

**AGENDA**

Vice Chairman Gary Levy welcomed everyone to the July 1, 2015 Newmarket Town Council Meeting and called the meeting to order at 7:04 pm, followed by the Pledge of Allegiance.

Councilor Thompson made a motion to seal the minutes of the Non-Public Session of July 1, 2015. The motion was seconded by Councilor Pike.

Town Administrator Fournier polled the Council and the motion to seal the Non-Public minutes passed by a vote of 5-0.

**PUBLIC FORUM**

Vice Chair Levy opened the Public Forum at 7:05 pm and asked if anyone from the public wished to speak.

As no one from the public came forward, Vice Chair Levy closed the Public Forum at 7:05 pm.

**PUBLIC HEARING - None**

**TOWN COUNCIL TO CONSIDER ACCEPTANCE OF MINUTES**

**Acceptance of the Minutes of the Regular Meeting of June 17, 2015**

Councilor Weinstein made a motion to accept the minutes of the regular meeting of June 17, 2015, and Councilor Burns seconded.

Town Administrator Fournier polled the Council and the minutes of the regular meeting of June 17, 2015 were approved by a vote of 5-0.

**Acceptance of the Minutes of the Non-Public Meeting of June 3, 2015**

Councilor Weinstein made a motion to approve the minutes of the Non-Public Meeting of June 17, 2015, which was seconded by Councilor Thompson.

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Town Administrator Fournier polled the Council and the minutes of the Non-Public Meeting of June 17, 2015 were approved by a vote of 5-0.

#### **REPORT OF THE TOWN ADMINSTRATOR**

Town Administrator Steve Fournier presented his July 1, 2015 Report. He first addressed **Ordinances Missing** saying that when the Town Code was adopted in early May he had asked the Town Attorney to review all current ordinances. He stated that the staff would be making recommendations on suggested ordinances to the Town Council, and that they were mostly housekeeping in nature. He said that had first reviewed the **Town Seal**, as under RSA 31:92 a seal must be provided by the Town to the Town Clerk/Tax Collector, and that a first read of an ordinance to adopt the Town Seal was on the evening agenda. He next addressed the **Donation from the Town to the Church**, stating that the Town Attorney had advised him that the Town could not donate funds to a church. The Town Attorney had explained that the Town could contribute to an established charity if the charity provided services that the Town would otherwise have to provide. Vice Chair Levy asked if an example would be the church holding a food drive and the Town contributing. Town Administrator Fournier replied that as a Town they could not give to the Catholic Church, but could give to Catholic charities which provided for all. He further explained that the reasoning behind the stance of the Town Attorney was that the Town could always move the clock and were not responsible for the steeple. He next addressed the **Easement for the Cantilevered Deck** over the Newmarket Mills property, and provided the cost of the deck as requested at the last meeting. He stated that the cost was \$1,562 as established by a Market Analysis, and that the Town was responsible to cover 10% and Newmarket Mills 10%, with 80% being reimbursed by the Federal Highway Administration.

Town Administrator Fournier next addressed the **Bikeway Project**, announcing that the second public information session would be held on July 22<sup>nd</sup>. He said that the Town Council would also be holding a more formal meeting in late summer to discuss the results of the feasibility study and decide whether to pursue additional funding to make up the shortfall. He stated that the original cost estimated in 2010 was a preliminary cost analysis, and that construction costs had increased since that time. As a result, he stated that the NH DOT required the Town to conduct an engineering study to update construction costs and provide a more detailed cost analysis, which was currently being done by Underwood Engineering. He said that charges for the study from Underwood Engineering would be covered by a grant from the State and that the Town would be reimbursed, adding that nothing was committed at this time. Councilor Thompson encouraged pushing back on NH DOT as the figures had been brought up so long ago, and said she felt that NH DOT should bring their funding up to today's level as well. Vice Chair Levy pointed out that the increase was a significant amount. Town Administrator Fournier replied that it was based on the difference between 2010 and 2015 prices, and that after the meeting Underwood would come to the Council with a new proposal in late August/early September. Councilor Weinstein asked if the July 22<sup>nd</sup> meeting would be the last public hearing, and Town Administrator Fournier replied that it would but that there would still be the Town Council process. Vice Chair Levy suggested holding the last public meeting after Underwood Engineers had re-evaluated the cost and found ways to tighten the budget, as otherwise people would have no other opportunity for input except to come to the Council. Town Administrator Fournier said that the intent of Underwood was to take more in-depth public input at the meeting on the design as a whole and then come back to the Council with options. He stressed

that the project was still in the design stage, and that this meeting would give the public the opportunity to advocate and then for the Council to vote. Councilor Weinstein felt it was important to have input from the people who would be using the bike path, and felt they should have more meetings rather than fewer. Vice Chair Levy said that a final public input meeting might be needed.

Town Administrator Fournier next addressed the **Town Organizational Study**, for which he provided copies of the proposals as requested at the last meeting. He said that they had received seven (7) proposals ranging from \$14,000 to \$10,800 per week, with an average of \$40,000. He suggested a subcommittee be set up consisting of three (3) Councilors, the Finance Director, and himself to review the proposals. Vice Chair Levy recommended the discussion be held with the full Council present, and Councilor Thompson agreed. Town Administrator Fournier stated that the first meeting on the construction of the **Waste Water Treatment Facility** had been held, with representatives from the Town, Apex Construction, Wright Pierce, and the State all present to discuss preconstruction items. He added that groundwork had already begun. He last addressed **Replacing Directional Signs**, saying that the Department of Public Works was currently working with the State DOT on reducing the number and size of signs in downtown. He said that larger signs were being replaced with smaller directional signs to provide a better line of sight for motorists. He said that the State provided the signs and the Town provided the black coated poles at the State's price, and added that they were also removing signs that were redundant, in bad shape, or in places where they were not visible. Councilor Thompson thanked Town Administrator Fournier for cleaning up the downtown, saying she appreciated his efforts in alleviating confusion.

#### **COMMITTEE REPORTS**

Councilor Pike reported briefly on the Macallen Dam Committee meeting of the prior week, saying that the major outcome was to confirm the RFP and vote again after the discussion, which had some elements of disagreement. He said that a quorum was present and they had voted again to work with what the Dam Bureau was expecting in terms of conducting a stability study analysis, adding that he felt it was important to work with them collaboratively.

Vice Chair Levy said that he was not sure whether the Master Plan would be discussed at the next Planning Board meeting or whether they would be holding a special workshop. He said they also needed to discuss the Connery EDC. Town Administrator Fournier said that the Connery EDC had been bumped and that he thought they would be discussing the Master Plan, as the Planning Board might need to have a hearing on the issue. Vice Chair Levy said that they had covered all but two (2) pages of the Master Plan goals, and that they could possibly do one workshop for both and complete them in one night.

#### **OLD BUSINESS**

#### **ORDINANCES AND RESOLUTIONS IN THE 2<sup>ND</sup> READING**

**Resolution #2014/2015-66 Authorizing the Town Administrator to Enter into an Agreement with Tri-State Curb for Installation of Granite Curb Stone for Bennett Way**

Councilor Pike made a motion to approve *Resolution #2014/2015-66 Authorizing the Town Administrator to Enter into an Agreement with Tri-State Curb for Installation of Granite Curb Stone for Bennett Way*, which was seconded by Councilor Thompson.

Town Administrator Fournier said that he had provided a map via email which outlined the project being done. He said that he had spoken with the Public Works Director, and explained that part of sidewalk improvement was to provide connectivity in the Town. He said that they planned to connect Route 108 to Hersey Lane and Route 152 by sidewalking Bennett Way. He said this was a 2-year project with approximately 1,500 linear feet of curbing, doing both sides at the beginning and just the south side further on. He stated that the project would be done in-house with asphalt from road reconstruction for a cost of \$25,200 for the granite curbing.

Discussion: Councilor Thompson asked if documentation could be provided regarding any requirements for the original development, including the approval by the Planning Board as far as any stipulations. Town Administrator Fournier replied that he could look into the matter if the Council wished to table the resolution. Councilor Thompson felt that more information and history should be provided, and asked why granite curbing was needed if asphalt curbing had been looked into. She also questioned why three (3) bids had not been requested and Town Administrator Fournier replied that the third bid had not been received before the deadline. Councilor Weinstein said that she was excited to see the potential for additional sidewalks in Town, especially in that area which was dense population-wise, and that providing paved walking surfaces was important. She asked if there was some way to get an update on overall plans, as this was the first time she was aware of a sidewalk plan. Town Administrator Fournier replied that Bennett Way was next in line for sidewalks, but agreed there should be a sidewalk plan as well as one for roads. Vice Chair Levy felt they should look into asphalt curbing, as Councilor Thompson had suggested. He said he also agreed with remarks made by Councilor Pickering at the last meeting that the developer should have been responsible for providing the sidewalks in the first place and should be required to do the upgrades. Councilor Burns said that she agreed that they should get information on asphalt curbing along with a pro-and-con list on its use. With respect to the sidewalks she felt, regardless of whether the developer had decided not to include them, that in light of the recent tragedy they were no longer a luxury but a safety necessity. Councilor Thompson felt that for her it was more a matter of priorities, and that as the roads had long been deferred due to lack of funds, she preferred to spend the money on the roads instead, although she acknowledged the importance of the issue.

Vice Chair Levy apologized for forgetting to mention that Chairman Nazzaro would be late and the Councilor Pickering had been excused.

Chairman Nazzaro felt that the sidewalk plan and the road plan should be somehow integrated through the CIP process. He said that due to the importance of the issue, the Council needed to be able to make a decision, with input from Administration and Department Heads, as to where they felt their limited resources should be spent. He said that he would love to see an integrated road and sidewalk plan, and felt that asphalt versus granite made sense but that they should also look at useful life. With regard to the Developer versus the Town, he assumed that sidewalks were not part of the original site plan but

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that they needed the information to be able to make an assessment, and asked Town Administrator Fournier to hold the resolution over for a 3<sup>rd</sup> reading. Councilor Pike asked when the work would be done, and Town Administrator Fournier replied that it would be done in the summer. Vice Chair Levy said he understood the necessity and connectivity issues but it was practically impossible to put sidewalks throughout the Town, and the matter should be decided judiciously and thoroughly and that the developer should hold some responsibility. Chairman Nazzaro said he would like to see a road plan and felt they needed to develop some standard regarding what the average foot traffic should be. Councilor Pike felt that some routes in Town were heavily traveled and tight, and that in the long term they would need to acknowledge that this was less than ideal.

Councilor Pike withdrew his motion to approve *Resolution #2014/2015-66* and Councilor Thompson withdrew her second.

**ITEMS LAID ON THE TABLE - None**

**NEW BUSINESS/CORRESPONDENCE**

**TOWN COUNCIL TO CONSIDER NOMINATIONS, APPOINTMENTS AND ELECTIONS**

**Zoning Board of Adjustments (ZBA) – Regular Member**

**Candidate:** *James Drago – Term Expires March 2018*

Councilor Thompson made a motion to approve the appointment of *James Drago* as a regular member of the *Zoning Board of Adjustments (ZBA)*, Term to expire 2018. The motion was seconded by Councilor Weinstein.

James Drago briefly addressed the Council. He stated that he had moved to New Hampshire four (4) years ago and had purchased a condo in Newmarket in the past two (2) years. He said that he was interested in figuring out the politics of the Town and County and was just starting to get involved in a local setting. He said he was looking forward to working with all the wonderful people in Newmarket and could see how passionate the community was on various topics. He said he wanted to provide input from his perspective as well, and he also recognized the opportunities the Seacoast provided. He said was interested in being involved in how to apply zoning to the community.

Chairman Nazzaro thanked Mr. Drago for his application and interest, saying that it was great to see new faces come forward.

Town Administrator Fournier polled the Council and the motion to approve the appointment of *James Drago* to the *Zoning Board of Adjustments (ZBA)* passed unanimously by a vote of 6-0.

**ORDINANCES AND RESOLUTIONS IN THE 1<sup>ST</sup> READING**

**Ordinance #2015/2016-01 Adoption of the Town Seal**

Town Council  
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Chairman Nazzaro read *Ordinance #2015/2016-01 Adoption of the Town Seal*, in Title only.

**Resolution #2015/2016-01 High Efficiency Heat Pump Installation for Town Hall Auditorium**

Chairman Nazzaro read *Resolution #2015/2016-01 High Efficiency Heat Pump Installation for Town Hall Auditorium*, in full.

Councilor Pike suggested making it clear for the next reading that the heat pump was only for the Auditorium. Chairman Nazzaro asked Town Administrator Fournier to also provide the bids for the project along with the balance remaining in the Building Improvement Capital Reserve Fund.

**Resolution #2015/2016-02 Contract with Horsley Witten Group to Implement a Coastal Zone Management Grant Related to Building Resilience to Flooding and Climate Change in the Moonlight Brook Watershed**

Chairman Nazzaro read *Resolution #2015/2016-02 Contract with Horsley Witten Group to Implement a Coastal Zone Management Grant Related to Building Resilience to Flooding and Climate Change in the Moonlight Brook Watershed*, in full.

**CORRESPONDENCE/CLOSING COMMENTS**

Councilor Weinstein said that she wished to send her condolences to the Dearborn family and friends, and said the recent tragedy was felt by a lot of people in Newmarket. She said she also wanted to bring up that according to the Town Charter, the Town Council should invite the School Board to an annual meeting. She added that she would not be present at the next meeting. Chairman Nazzaro said that they were currently working to coordinate a meeting of the chairs of the Planning Board, Conservation Commission, and Budget Committee, and that the School Board would also be invited to that meeting. Councilor Thompson spoke about the tragedy that had recently occurred resulting in the loss of Charlie Dearborn and the tragedy to Newmarket families and residents. She said that she wanted to extend her condolences to all the families and everyone involved and express her appreciation for everyone in Town who had pulled together. Chairman Nazzaro added that all of the Councilors shared that sentiment.

Chairman Nazzaro wished everyone a happy and safe 4<sup>th</sup> of July, and said that the next meeting would be held July 15, 2015.

**ADJOURNMENT**

Councilor Pike made a motion to adjourn the meeting, which was seconded by Councilor Weinstein. The meeting was adjourned at approximately 8:04 pm.

Respectfully submitted,

Patricia Denmark, Recording Secretary



TOWN OF NEWMARKET, NEW HAMPSHIRE  
OFFICE *of the* TOWN ADMINISTRATOR

## REPORT OF THE TOWN ADMINISTRATOR July 15, 2015

**Cheney v. Town:** On the morning of July 1, there was a court hearing regarding the placement of development restrictions on Lot 13 on Moody Point. Mr. Cheney's attorney attempted to argue the merits of the case, but the judge indicated that he had already ruled on the matter and the State Supreme Court upheld that decision. As such, the judge ordered that the development restrictions be put in place. Attached to this report is the order.

**Year End Budget Figures:** Usually, we would provide figures on how the budget is doing in the second meeting in any month. However, we do not do so in July since we are closing out the books for the previous fiscal year. We will have a final report later in the month for the August meeting.

**Arts in the Parks:** The Recreation Department will be announcing a summer concert series to be held on Tuesdays in the months of July and August from 6:30 to 8PM at the Natural Amphitheatre Hill & Stage at Leo Landroche Field & Schanda Park. There will be a series of 5 to 6 bands providing folk, bluegrass, country and light rock music in the parks. The first is scheduled for July 21, and will be Shaken not Stirred.

**Kudos from Exeter Chamber:** Attached to this report is a copy of the front-page of the Exeter Chamber Newsletter. On it is a commentary by Mike Schidlovksy, President of the Exeter Area Chamber of Commerce commending the Town on the redevelopment of the downtown.

Respectfully Submitted,

Stephen R. Fournier  
Town Administrator

**THE STATE OF NEW HAMPSHIRE  
JUDICIAL BRANCH  
SUPERIOR COURT**

Rockingham Superior Court  
Rockingham Cty Courthouse/PO Box 1258  
Kingston NH 03848-1258

Telephone: 1-855-212-1234  
TTY/TDD Relay: (800) 735-2964  
<http://www.courts.state.nh.us>

**NOTICE OF DECISION**

**Justin C. Richardson, ESQ  
Upton & Hatfield LLP  
159 Middle Street  
Portsmouth NH 03801**

Case Name: **Walter W Cheney v Town of Newmarket, New Hampshire**  
Case Number: **218-2012-CV-01470**

Enclosed please find a copy of the court's order of July 01, 2015 relative to:

Notice of Development Restrictions

July 02, 2015

Raymond W. Taylor  
Clerk of Court

(504)

C: Mark S. Moeller, ESQ; Stephen John Dibble, ESQ

**RECEIVED**

**JUL - 6 2015**

**STATE OF NEW HAMPSHIRE**

**ROCKINGHAM COUNTY**

**SUPERIOR COURT**

**#218-2012-CV-01470**

**Walter W. Cheney**

**v.**

**Town of Newmarket, New Hampshire, et al.**

**NOTICE OF DEVELOPMENT RESTRICTIONS**

Notice is hereby provided by Order of the Rockingham County Superior Court dated January 9, 2014 in the above-captioned matter ("Order") that a certain parcel of land now owned by Walter W. Cheney of 76 Exeter Road, Newmarket, N.H. 03857, being that located at Moody Point in the Town of Newmarket, County of Rockingham and State of New Hampshire, and shown as 'Revised Lot 13' on a Plan entitled *Revised Final Site Plan, Moody Point, Owner: Moody's Point Company*, dated "Rev. Apr. 1987" by Frederick Drew Associates, and recorded at the Rockingham County Registry of Deeds on October 14, 1987, as Plan D-17,107, is subject to this Environmental Management Program in favor of the Town of Newmarket of 186 Main Street, Newmarket, New Hampshire 03857, governing the use of said parcel as follows:

## ENVIRONMENTAL MANAGEMENT PROGRAM FOR LOT 13

Lot #13 at Moody Point, in the Town of Newmarket, County of Rockingham, being that shown on Plan No. 17,107 recorded in the Rockingham County Registry of Deeds, is an environmentally sensitive area. Said lot shall be used only for the purposes and in accordance with the provisions as set forth below and in such manner as to encourage, maintain, improve and be compatible with the natural beauty of the area, the wildlife habitat and the vegetation situate thereon.

1. There shall be no hunting within said area.
2. No boats may be beached, landed, launched or otherwise used from the shoreline of said lot.
3. There shall be no fishing and no digging of any shellfish from said shoreline.
4. There shall be no swimming from said shoreline.
5. No walking trails shall be established on said lot.
6. No improvements of any kind shall be established on said lot except such improvements as may be for the benefit of the wildlife habitat.
7. No dogs, cats or other pets shall be allowed on said lot.
8. The entire area within Lot #13 is to be a conservation area. It shall be left in its present condition entirely unaltered in any way except under the provisions of Article 10 hereof.
9. No pedestrian traffic shall be allowed on said lot except for: (a) the purposes of maintenance and improvement of same; (b) providers of emergency services; (c) such persons as the Newmarket Conservation Commission may grant a permit to, in writing, at such times as access to the said lot would cause no threat or danger to the vegetation or wildlife habitat situate thereon.
10. No trees may be cut within said Lot #13 except for safety purposes, to create views of Great Bay or for the proper management of forested areas. Any such cutting shall be done in keeping with accepted forestry practices and only as approved by a wildlife biologist and licensed forester who shall review any proposals by the Association of Unit Owners to cut trees. Said biologist and forester shall be selected by the Newmarket Conservation Commission or such other similar organization as the Town of Newmarket shall select.
11. No fertilizers or fertilizer products shall be used within the boundaries of the within described Lot #13 except as may be approved by the Rockingham County Conservation District. Should said district not be in existence then said approval

shall be obtained from such similar body as the Town of Newmarket shall approve.

12. The enforcement of the above provisions shall be the responsibility of the Town of Newmarket, which shall, in its discretion, have the right to develop such other rules and requirements as may be necessary to enforce and consistent with the spirit and intent of the above.

This Environmental Management Program shall be enforceable by the Town of Newmarket as a condition of the Planning Board's approval of said Revised Final Site Plan pursuant to the Town's Alternative Design Subdivision Regulations as noted on said Revised Final Site Plan, and subject to the General Laws of the State of New Hampshire governing said approval.

Meaning and intending to provide notice of this Environmental Management Program governing the use of the same property conveyed to Walter W. Cheney by Warranty Deed of The Moody Point Company dated December 30, 1999, and recorded at the Rockingham County Registry of Deeds on January 4, 2000, at Book 3447 on Page 2696.

This Notice of Environmental Management Plan, or a certified copy hereof, shall be recorded in the Rockingham County <sup>Registry of Deeds</sup> ~~Superior Court~~ by said Town of Newmarket.

So Ordered this 1<sup>st</sup> day of July, 2015.

By: William D.  
Presiding Justice



THE MONTHLY JOURNAL  
OF THE EXETER AREA  
CHAMBER OF COMMERCE

July 2015

# TRADEWINDS

## BOARD OF DIRECTORS 2014 - 2015

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Jonathan Ring  
Jones & Beach Engineers

### Vice Chairman

Pam Cameron  
BHG/The Masiello Group

### Treasurer

William Beauchesne  
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### Secretary

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### Immediate Past Chairman

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## DIRECTORS

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Service Credit Union

Debra Vasapolli  
Exeter Health Resources

Jason Sullivan  
Edward Jones - Epping

Honorary  
Russ Dean  
Town of Exeter

Paul Deschaine  
Town of Stratham

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## The Renaissance of Newmarket

JUL 2 2015

Thirty years ago when I was one of the founding members of a successful software start-up in Newmarket, the town seemed run-down. The old mill buildings were nothing more than comfortable homes for the local pigeons. Every other retail location on Main Street (Route 108) was empty. The riverfront was littered with garbage, and it seemed that the town was headed for a slow demise. At the time, Newmarket had the least expensive commercial rental space in the Seacoast. I think you can guess why.

In its literal form, the French word *renaissance* means *rebirth*. Today, in my opinion, Newmarket has gone through a true rebirth.

Last month, the Exeter Chamber of Commerce held a very well-attended Economic Development Forum in the new Millspace located in the Newmarket Mills. Titled as "Tools, Trends and Results", the purpose of the forum was multi-faceted, but in a nutshell, it was to allow the Town of Newmarket and the various partners it employed to talk about how this renaissance took place, discussing the various tools they employed, ranging from legal, organizational structures, tax incentives and credits used, financing, etc. In addition, Eric Chinburg, talked quite frankly about his company's experiences as the investor and developer of the Newmarket Mills project.

Sparked by the beautiful redevelopment of the Newmarket Mills into a mixed-use residential and retail, the Newmarket renaissance continues and will probably do so for many more years to come. The momentum created by the revival of the mill buildings has brought more businesses, more residents and more investment into Newmarket. One very prominent local real estate broker recently told me, "I don't know what the heck is going on in Newmarket, but the homes are selling well above the asking price and within 24 hours of being listed."

Fifteen years or so ago, Newmarket was one of the very early NH adopters of the little known Tax Increment Financing (TIF) economic development tool. If you listen to the speakers at the recent forum, the decision to use the TIF tool by Newmarket was not all "peaches and cream" and not a straight line to success, but my point is this: Meaningful, positive progress takes long-term vision and risk. In addition, it takes cooperation and compromise between all the stakeholders who share the vision.

Too often I hear, read and experience how certain towns in the Seacoast just can't make progress towards economic development in their communities. Inevitably, it seems like the progress is impeded by a minority of the town's residents who simply are not willing to take risks. What perplexes me even more is that in most cases those perceived risks are usually not real risks, rather, they are different approaches to the status quo of how things "have always been done." I can name the towns that suffer from this "affliction" and even more so, I see the consequences of this when I drive through them.

Kudos to Newmarket taxpayers and development stakeholders who had a vision and then overcame their differences to take the risks to move their town ahead. The results are amazing and should serve as a great example to many other Seacoast towns who just can't seem to get it together to advance their economic well-being.

Make sure you take the time to enjoy this summer. One suggestion I have for you is that you take a walk through Newmarket and see the beautiful results for yourself.

Mike Schidlovsky

President

Exeter Area Chamber of Commerce



# Department Heads Monthly Reports to the Town Council and Town Administrator

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## Police Department

### Activity:

Recently we covered a fatal motor vehicle accident on Grant Road involving an elderly pedestrian. Charles Dearborn a lifelong resident of Newmarket who was known to many in our community, was killed at the scene. When the first officers arrived on scene we learned from eye witness accounts that the vehicle involved had struck Mr. Dearborn and left the scene. Witnesses provided us with the vehicle description, a black Volvo with New Hampshire plates, but were unable to give us a plate number. Realizing that forensic evidence would be critical to any court prosecution, particularly from the aspect of locating the operator and placing the suspect vehicle at the scene, we immediately requested assistance from the State Police Crash Reconstruction Team, and began a joint investigation.

As officers from our department and State Troopers began a door to door search for the vehicle, (there are twenty black Volvo's registered in Newmarket), We were called to respond to a South Main Street residence for an unrelated medical call. While on this unrelated call officers located the vehicle we believe was involved in the crash.

The press coverage of the incident has many people questioning what occurred during the crash and the moments that followed this traffic incident. I want to assure the Council that this is still a very active case and that we are still in the process of analyzing forensic evidence from the vehicle and the scene. We hope to release the full investigative file in the near future.

The new hands free law has gone into effect. As of today's date we have not issued any citations for the violation of the law, and it appears that most people are aware of the new statute and are complying. Our public information campaign will continue for another couple of weeks.

The newest social phenomenon of "swatting" has hit the Seacoast area. "Swatting" involves making hoax emergency calls involving life or death situations, with the purpose of drawing out a large police response. Many times these calls come from sources that are difficult to trace or identify the source. Recently we were called to a Grant Road residence at 2:30 in the morning for a shooting. After mobilizing a large police response we determined that the residents were not involved in any dangerous situation and that the anonymous caller had picked their residence at random. Swatting calls drain police resources and can be very costly for municipalities. There have been several of these incidents in the past four months in various communities in the Seacoast. We are working with our neighboring agencies to determine if there are any similarities with the incidents that will help us identify who has been making these hoax calls.

**Personnel:**

Full-time police officer Michael Worrick resigned effective July 1, 2015. Mike is relocating out of State. He has been a member of the agency for three years after beginning his career with the Dover Police Department. He has done a great job here and I've received many compliments from citizens about his demeanor and professionalism. A few months ago he had the opportunity to deliver a baby while on duty, a first for Newmarket PD! He will be sorely missed. We have begun a hiring process to locate his replacement and hope to have a name to submit to the Town Administrator by the end of July. There are no other staff changes or news to report.

**Lamprey Health 5K Road Race:**

This year's Lamprey Health 5K Road Race is scheduled for Saturday August 8, 2015 at 8:00AM. While traffic will be diverted or delayed for a very short period of time, we don't anticipate any major traffic interruptions since no Olde Home Weekend event has been planned for the Main Street area.

**FBI CJIS Audit:**

Next week we will be undergoing an audit by the Federal Bureau of Investigation's CJIS Division. The CJIS Division deals with the security and dissemination of classified and sensitive criminal records and homeland security intelligence that we receive through our affiliation with the State Police Online Telecommunications System (SPOTS). Agencies are periodically chosen at random for the audit and we have been reviewing our policies and procedures to be certain that we meet the requirements.

**Incident Management Training:**

In June I attended a three day Incident Management Training Program sponsored by Homeland Security with two other seniors members of Newmarket PD. The training focused on preplanning for major incidents and how to successfully manage a multi-agency response to virtually any emergency from a hurricane to a terrorist event. The training was excellent and we have brought many of these practices back to implement here in Newmarket. In two weeks we will be participating in a large scale incident mock event in Portsmouth involving the area communities and the fire/rescue, school, and hospital disciplines.

### **Fire and Rescue Department**

- For the month of June the department responded to 94 calls for service of those 71 were medical calls transporting 47 patients to area hospitals. The ambulance responded to Newfields for four medical calls transporting four patients. The ambulance also responded to Stratham two times transporting two patients. The ladder responded to Durham and Stratham for station coverage. There was also one response to Stratham with the command unit for a police incident.
- Last week at the department meeting, I awarded Bob Daigle, Garrett Thompson and Tyler Dodds all with certificates of merit for a job well done with the delivery of a baby in our ambulance last month.
- I have been working with the superintendent of schools regarding conducting a live training burn of the house located on the Carpenter property. All the asbestos abatement work should be completed in July. We would use the structure for a few months to conduct various types of training scenarios and burn the structure down in late September early October.

# Newmarket Fire & Rescue

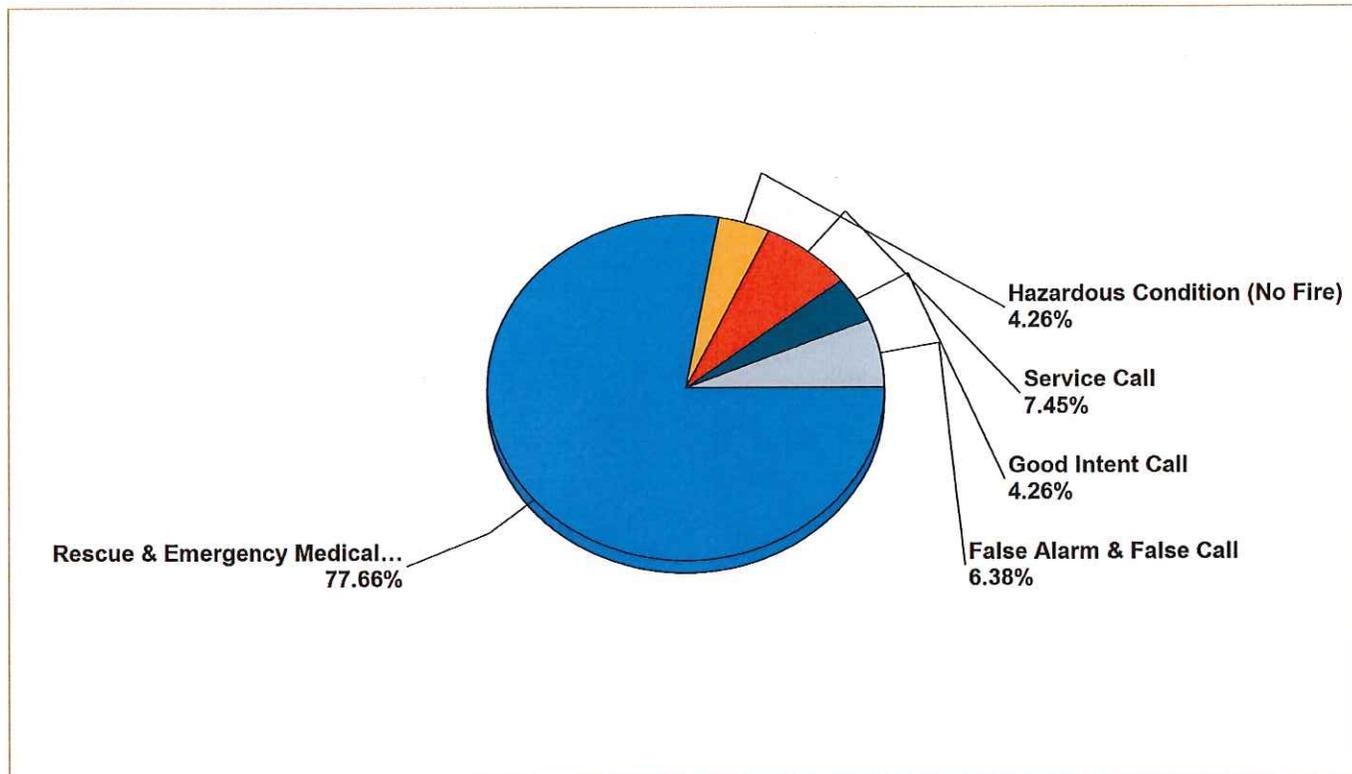
Newmarket, NH

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## Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 06/01/2015 | End Date: 06/30/2015



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Rescue & Emergency Medical Service	73	77.66%
Hazardous Condition (No Fire)	4	4.26%
Service Call	7	7.45%
Good Intent Call	4	4.26%
False Alarm & False Call	6	6.38%
<b>TOTAL</b>	<b>94</b>	<b>100.00%</b>

Only REVIEWED incidents included. Summary results for a major incident type are not displayed if the count is zero.

**Detailed Breakdown by Incident Type**

<b>INCIDENT TYPE</b>	<b># INCIDENTS</b>	<b>% of TOTAL</b>
300 - Rescue, EMS incident, other	3	3.19%
311 - Medical assist, assist EMS crew	1	1.06%
320 - Emergency medical service, other	9	9.57%
321 - EMS call, excluding vehicle accident with injury	58	61.70%
322 - Motor vehicle accident with injuries	1	1.06%
323 - Motor vehicle/pedestrian accident (MV Ped)	1	1.06%
411 - Gasoline or other flammable liquid spill	1	1.06%
412 - Gas leak (natural gas or LPG)	1	1.06%
440 - Electrical wiring/equipment problem, other	1	1.06%
461 - Building or structure weakened or collapsed	1	1.06%
500 - Service Call, other	3	3.19%
551 - Assist police or other governmental agency	1	1.06%
552 - Police matter	1	1.06%
554 - Assist invalid	1	1.06%
571 - Cover assignment, standby, moveup	1	1.06%
611 - Dispatched & cancelled en route	3	3.19%
621 - Wrong location	1	1.06%
700 - False alarm or false call, other	1	1.06%
733 - Smoke detector activation due to malfunction	1	1.06%
735 - Alarm system sounded due to malfunction	2	2.13%
745 - Alarm system activation, no fire - unintentional	2	2.13%
<b>TOTAL INCIDENTS:</b>	<b>94</b>	<b>100.00%</b>

Only REVIEWED incidents included. Summary results for a major incident type are not displayed if the count is zero.

# Newmarket Fire & Rescue

Newmarket, NH

This report was generated on 7/6/2015 7:47:36 AM



## Incident Detail for Aid Given and Received for Incident Type Range for Date Range

Incident Type Range: 100 - 911 | StartDate: 06/01/2015 | EndDate: 06/30/2015

INCIDENT DATE	INCIDENT #	ADDRESS	INCIDENT TYPE	SHIFT
<b>AID TYPE: Mutual aid given</b>				
06/05/2015	2015-466	76 Portsmouth AVE	551 - Assist police or other governmental agency	1 - Station 1
06/08/2015	2015-469	108 @ Durham town line	322 - Motor vehicle accident with injuries	1 - Station 1
06/10/2015	2015-472	2 Alderwood DR	321 - EMS call, excluding vehicle accident with injury	1 - Station 1
06/27/2015	2015-532	14 Aberdeen DR	321 - EMS call, excluding vehicle accident with injury	1 - Station 1
06/30/2015	2015-539	51 College RD	571 - Cover assignment, standby, moveup	1 - Station 1

Percentage of Total Incidents: 5.32%

<b>AID TYPE: Mutual aid received</b>				
06/25/2015	2015-525	15 Exeter RD	321 - EMS call, excluding vehicle accident with injury	1 - Station 1

Percentage of Total Incidents: 1.06%

Displays all incidents with aid given or received, and excludes incidents with neither. Percentages calculated from total number of incidents for parameters provided. Only REVIEWED incidents included.

# Newmarket Fire & Rescue

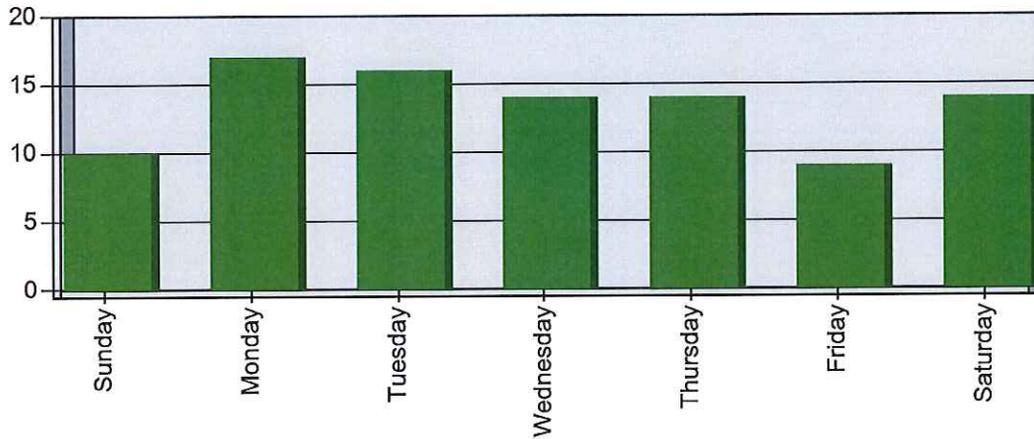
Newmarket, NH

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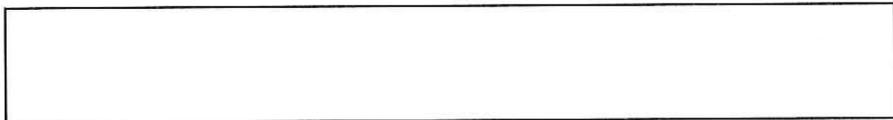


## Incidents by Day of the Week for Date Range

Incident Range: 100 - 911 | Start Date: 06/01/2015 | End Date: 06/30/2015



DAY OF THE WEEK	# INCIDENTS
Sunday	10
Monday	17
Tuesday	16
Wednesday	14
Thursday	14
Friday	9
Saturday	14
<b>TOTAL</b>	<b>94</b>



# Newmarket Fire & Rescue

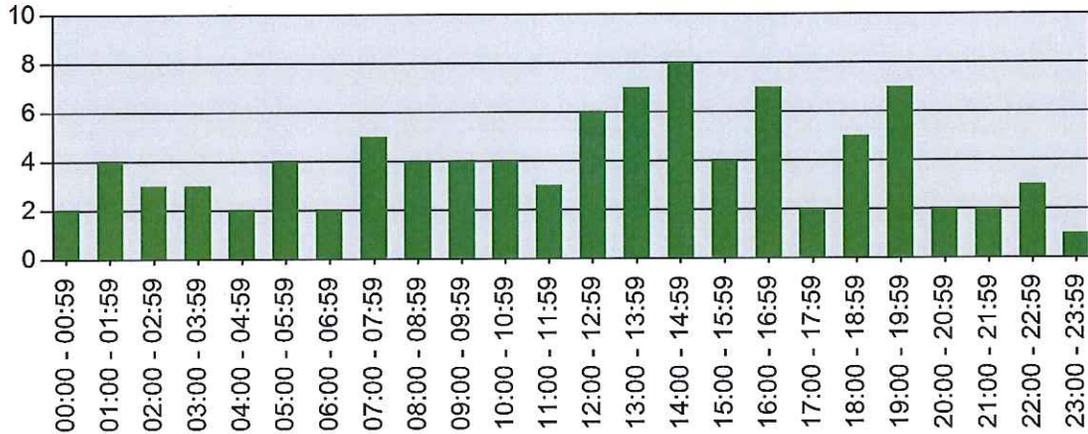
Newmarket, NH

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## Incidents per Hour for Incident Type Range for Date Range

Incident Range: 100 - 911 | Start Date: 06/01/2015 | End Date: 06/30/2015



HOUR	# of CALLS
00:00 - 00:59	2
01:00 - 01:59	4
02:00 - 02:59	3
03:00 - 03:59	3
04:00 - 04:59	2
05:00 - 05:59	4
06:00 - 06:59	2
07:00 - 07:59	5
08:00 - 08:59	4
09:00 - 09:59	4
10:00 - 10:59	4
11:00 - 11:59	3
12:00 - 12:59	6
13:00 - 13:59	7
14:00 - 14:59	8
15:00 - 15:59	4
16:00 - 16:59	7
17:00 - 17:59	2
18:00 - 18:59	5

Only REVIEWED incidents included.

HOUR	# of CALLS
19:00 - 19:59	7
20:00 - 20:59	2
21:00 - 21:59	2
22:00 - 22:59	3
23:00 - 23:59	1
<b>TOTAL:</b>	<b>94</b>

Only REVIEWED incidents included.

# Newmarket Fire & Rescue

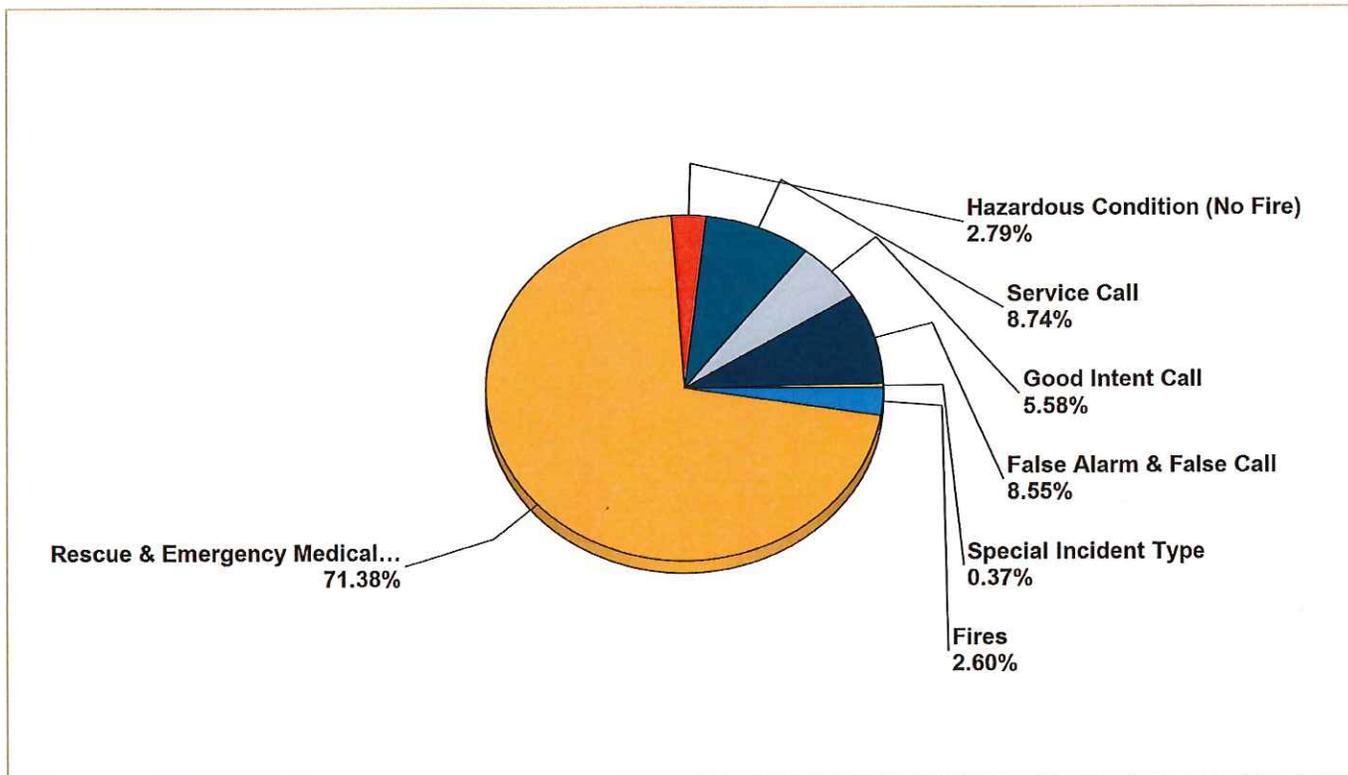
Newmarket, NH

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## Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 01/01/2015 | End Date: 06/30/2015



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	14	2.60%
Rescue & Emergency Medical Service	384	71.38%
Hazardous Condition (No Fire)	15	2.79%
Service Call	47	8.74%
Good Intent Call	30	5.58%
False Alarm & False Call	46	8.55%
Special Incident Type	2	0.37%
<b>TOTAL</b>	<b>538</b>	<b>100.00%</b>

Only REVIEWED incidents included. Summary results for a major incident type are not displayed if the count is zero.

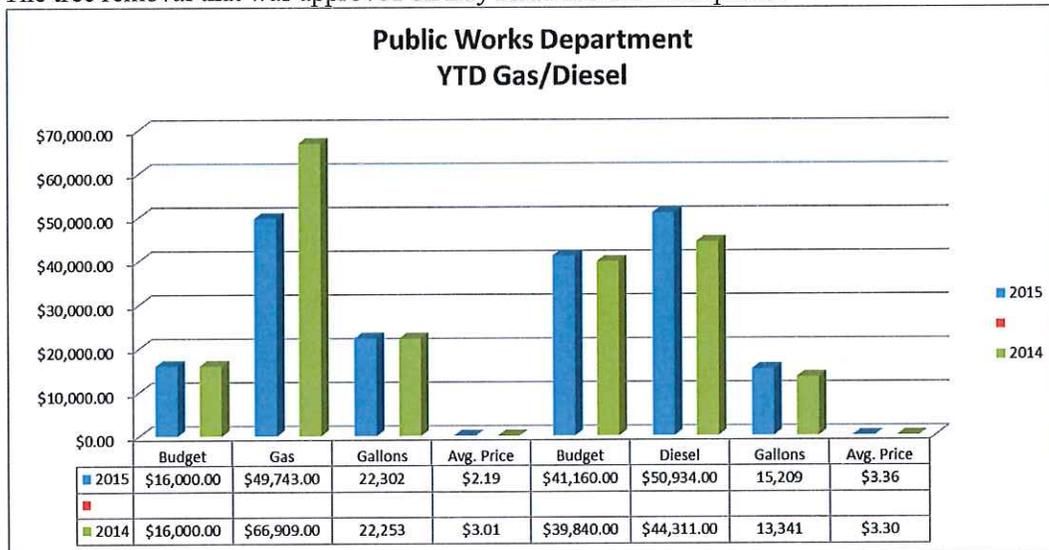
**Detailed Breakdown by Incident Type**

INCIDENT TYPE	# INCIDENTS	% of TOTAL
111 - Building fire	5	0.93%
113 - Cooking fire, confined to container	1	0.19%
140 - Natural vegetation fire, other	2	0.37%
141 - Forest, woods or wildland fire	1	0.19%
142 - Brush or brush-and-grass mixture fire	2	0.37%
143 - Grass fire	2	0.37%
160 - Special outside fire, other	1	0.19%
300 - Rescue, EMS incident, other	4	0.74%
311 - Medical assist, assist EMS crew	2	0.37%
320 - Emergency medical service, other	17	3.16%
321 - EMS call, excluding vehicle accident with injury	338	62.83%
322 - Motor vehicle accident with injuries	8	1.49%
323 - Motor vehicle/pedestrian accident (MV Ped)	2	0.37%
324 - Motor vehicle accident with no injuries.	8	1.49%
350 - Extrication, rescue, other	1	0.19%
362 - Ice rescue	1	0.19%
365 - Watercraft rescue	1	0.19%
381 - Rescue or EMS standby	2	0.37%
411 - Gasoline or other flammable liquid spill	1	0.19%
412 - Gas leak (natural gas or LPG)	8	1.49%
424 - Carbon monoxide incident	2	0.37%
440 - Electrical wiring/equipment problem, other	2	0.37%
461 - Building or structure weakened or collapsed	2	0.37%
500 - Service Call, other	7	1.30%
511 - Lock-out	7	1.30%
520 - Water problem, other	3	0.56%
522 - Water or steam leak	2	0.37%
531 - Smoke or odor removal	2	0.37%
550 - Public service assistance, other	1	0.19%
551 - Assist police or other governmental agency	3	0.56%
552 - Police matter	1	0.19%
553 - Public service	1	0.19%
554 - Assist invalid	6	1.12%
561 - Unauthorized burning	5	0.93%
571 - Cover assignment, standby, moveup	9	1.67%
600 - Good intent call, other	8	1.49%
611 - Dispatched & cancelled en route	17	3.16%
621 - Wrong location	1	0.19%
651 - Smoke scare, odor of smoke	3	0.56%
671 - HazMat release investigation w/no HazMat	1	0.19%
700 - False alarm or false call, other	11	2.04%
730 - System malfunction, other	5	0.93%
733 - Smoke detector activation due to malfunction	4	0.74%
734 - Heat detector activation due to malfunction	1	0.19%
735 - Alarm system sounded due to malfunction	10	1.86%
736 - CO detector activation due to malfunction	4	0.74%
743 - Smoke detector activation, no fire - unintentional	1	0.19%
744 - Detector activation, no fire - unintentional	1	0.19%
745 - Alarm system activation, no fire - unintentional	9	1.67%
900 - Special type of incident, other	2	0.37%
<b>TOTAL INCIDENTS:</b>	<b>538</b>	<b>100.00%</b>

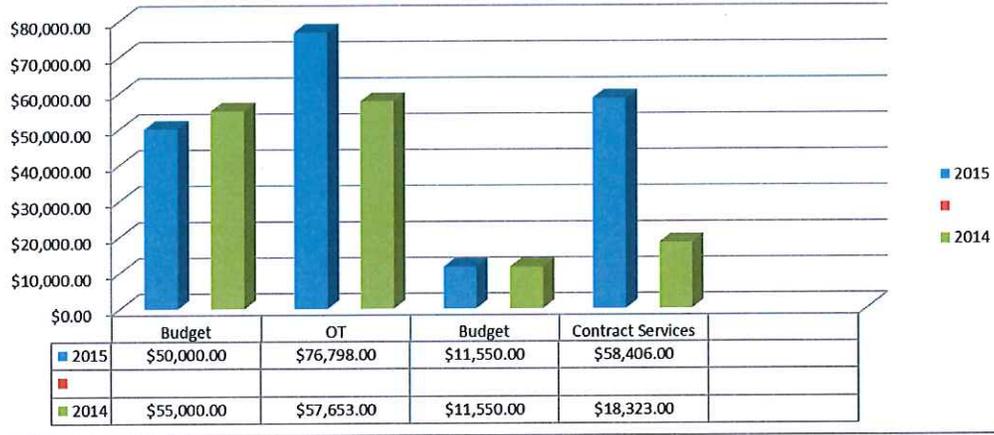
Only REVIEWED incidents included. Summary results for a major incident type are not displayed if the count is zero.

**Public Works Department**

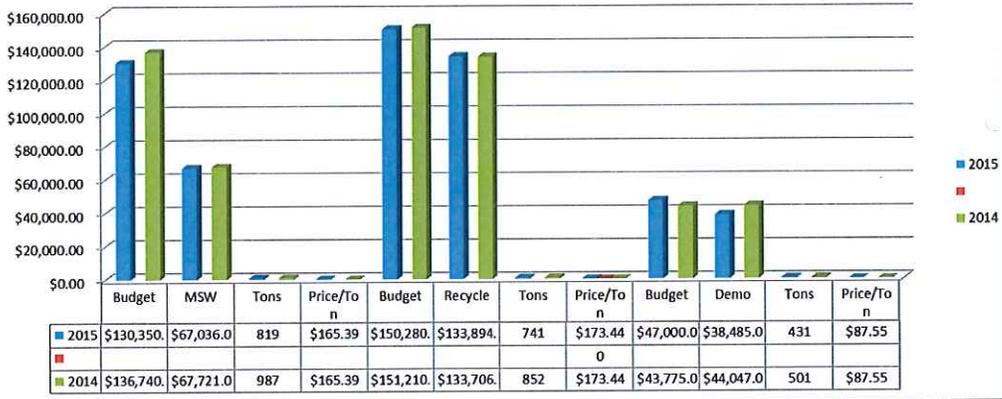
- I was asked to submit a proposal to clean up the Carpenter property to the school district. It looks like it will be much cheaper to do this with town staff. If the school board agrees with my proposal we will soon begin working on the property after the asbestos abatement work is completed.
- I have all the numbers from spring cleanup. We did 366 curbside pickups for senior citizens. The total collected for the entire event was 116 tons. We had budgeted \$40,000, but only spent \$26,055. The reason for big cost savings was we reduced the amount of loads to one per resident and only opened the transfer station for two Saturdays and one week day. In the past, the transfer station was open all week.
- I am still waiting on the paving proposals to come back and also waiting for the updated paving plan from UNH. At a minimum the section of Ash Swamp Road that was reclaimed last summer will need to have the finish course of pavement installed before cooler weather arrives to protect that investment.
- I am still waiting on getting final approval for the sidewalk project on Bennett Way. This delay may prevent the project from happening in this construction season. I am hopeful that won't be the case and the questions and concerns will be addressed.
- The tree removal that was approved on Bay Road has been completed.



### Public Works Department YTD Overtime/Contract Services



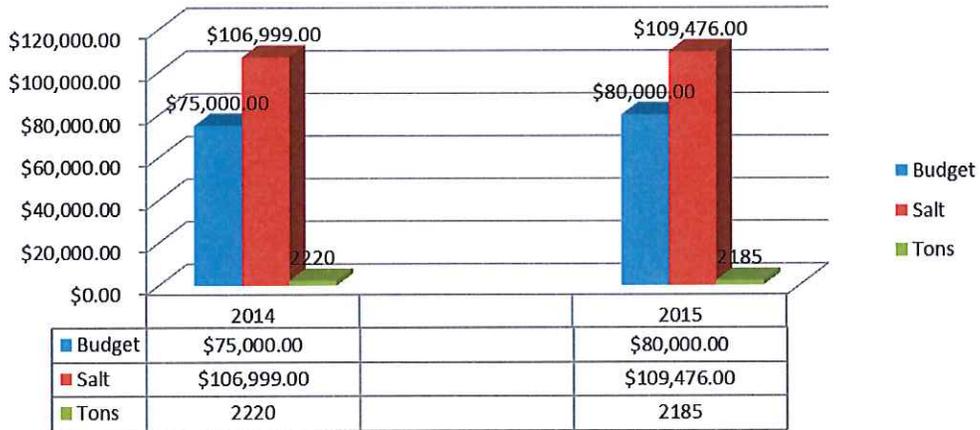
### Public Works Department YTD Solid Waste



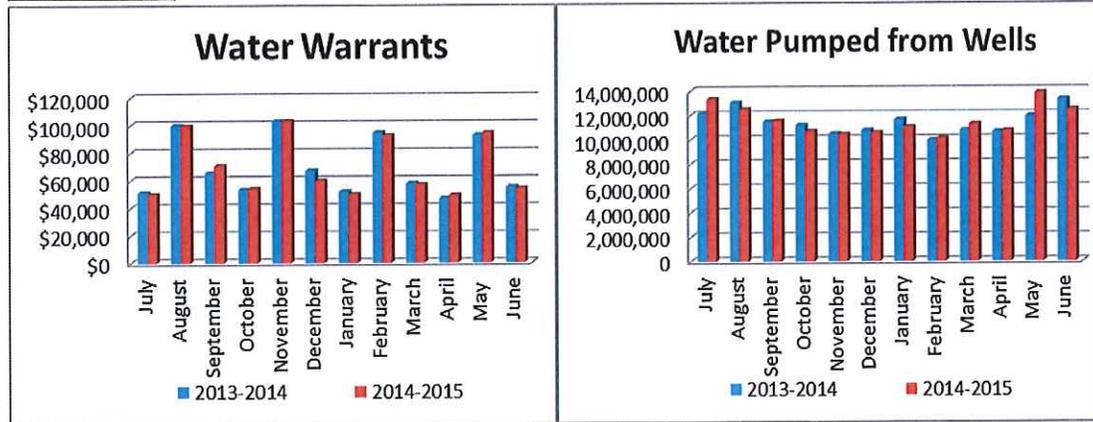
### Public Works Department YTD Equipment/Vehicle Maintenance



### Public Works Department YTD Salt



## Water System



The Water Department Pumped 138,444,526 gallons of water in fiscal year 2014-2015 into the Newmarket water from the Bennett and Sewall Wells.

- Water Loss for June 2015: 6.57%
- Water Loss for fiscal year 2014-2015: 5.48%

### North Main Street Water Main Replacement

The North Main Street water main is in and on line. The resident services have been connected to the new main. Albanese D&S Construction is currently working of removing the temporary water main and cleaning up the area. Albanese D&S is planning on final trench paving the week of July 13, 2015.

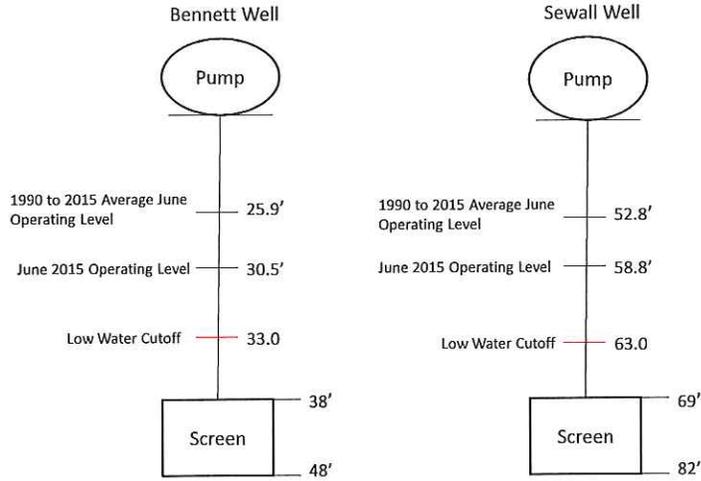
### MacIntosh Well

- The Horizontal Directional Drill set up and mobilization has begun. The driller plans on beginning the drilling work the week of July 13, 2015.
- The Town has received the bids for the MacIntosh Well Blending Facility project. The bids are currently being reviewed by Hazen and Sawyer.

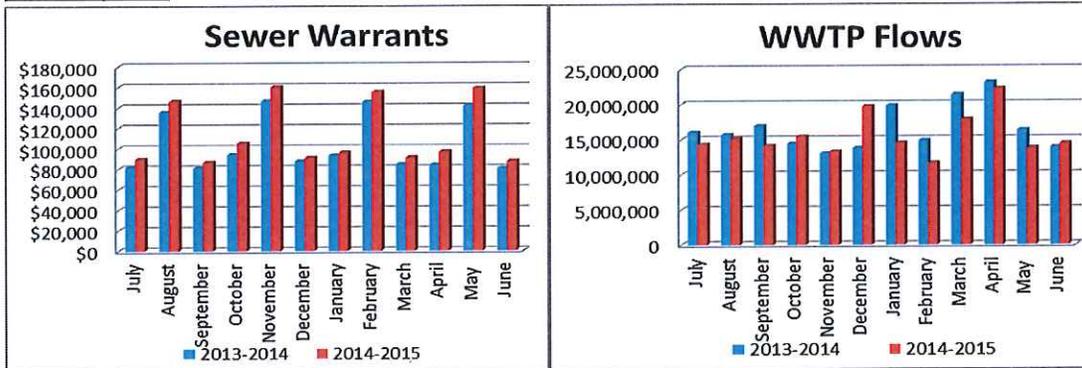
### Bennett and Sewall Ground Water Levels

The ground water levels at the Bennett and Sewall Wells are approaching historic lows that were observed in 1995 and 2001. The Water Department is currently working with Emery Garrett Ground Water to determine the best course of action.

# Bennett And Sewall Well Operating Levels



**Sewer System**



The Wastewater Treatment Facility discharged 186,565,000 gallons of treated effluent in fiscal year 2014-2015 into the Lamprey River.

- Infiltration and Inflow for June 2015: 159,434 gallons per day
- Infiltration and Inflow 2014-2015: 145,926 gallons per day

Wastewater Treatment Facility

The Town, Wright-Pierce, Rural Development, NHDES, and APEX had a preconstruction meeting in June. APEX Construction will begin mobilizing on July 6, 2015. Excavation for the secondary clarifiers should begin in the middle of July.

Pollutant Tracking & Accounting Program (PTAPP)

The Sewer Department is under an Administrative Order to work with local communities to develop a Total Nitrogen Tracking and Accounting System. Town representatives have been meeting with representatives from the NHDES, EPA, UNH Strom water, local communities, and others to develop the Total Nitrogen Tracking and Accounting System. The next meeting is scheduled for July 22, 2015. The meeting will include presentations from other regional tracking efforts (EPA, Long Island Sound, Lake Champlain).

Monthly Billing

- The Water and Sewer Department will switch to monthly billing effective August 2015.
- Accounts that begin with 1,2,7, and 8 will receive a monthly bill in August.
- Accounts that begin in 5 and 6 will receive a bill for two months then a monthly bill going forward.
- Accounts that begin in 3,4, and 9 will receive a quarterly bill then a monthly bill going forward.
- The quarterly system charge will be converted to a monthly system charge.

## **Information Technology**

I have been very busy with the upcoming audit of the Police Department. This has taken, and continues to take most of my time as we tighten down systems. As we are tightening things down, things tend to stop working in other areas of the Police Department. The old axiom, "fix one thing, break another".

The debit card reader at the Rec Center is malfunctioning. The initial setup of this device was beyond awful, but this needs to get done in pretty short order.

I am hoping to upgrade many of the Town's computers to a newer version of Microsoft Office. This should alleviate some of the incompatibilities we get when someone users a newer version and sends to someone on an older version.

Our first try at printing monthly water bills will happen today. We have done some test runs and think we have it figured out, but we will run all 3,000 bills at once today.

Need to move the mailserver to new hardware. The size of our current mailstore is very large, meaning the whole process will probably take email offline for at least four hours. This will have to be done on a weekend to minimize the impact.

Working with Matt on new security systems at Town Hall. These systems will tie into our network and allow the building to be better secured after hours especially.

## Building Inspector/Code Enforcement Officer

### Previous Month Activities

- Issued:
  - 22 Building Permits \$ 4945 \*includes no charge permit valued at \$2960 for school
  - 12 Electrical Permits \$ 315 \*8 paid with building permit
  - 6 Plumbing Permits \$ 140 \*4 paid with building permit
  - 9 Mechanical Permits \$ 165 \*5 paid with building permit

**Revenues collected \$5416**

- Assisted Public Works with acquisition of aesthetic DOT sign posts and reduced size signage for Routes 108 and 152



- Annual NH Emergency Preparedness Conference focusing on Resilient Building Construction
- Completed 35 regular construction inspections
-

## Report of the Town Clerk - Tax Collector

### TAXES

Total Committed 2015	\$9,237,133	Tax 1
Total Collected thru 6/30/15	\$6,516,695.56	(Principal & Interest)

### TAX LIENS

<b>Liens</b>	<b>2014 Liens</b>	<b>2013 Liens</b>	<b>2012</b>
	<b><u>(Deed 2017)</u></b>	<b><u>(Deed 2016)</u></b>	<b><u>(Deed</u></b>
	<b><u>2015)</u></b>		
Property Tax Amount Liened	209,291.	245,781.	248,049.
W/S Amount Liened	71,925.	67,890.	81,699.
# Properties Liened	111	125	127
Uncollected thru 6/30/15	238,237.	122,475.	1,975.

### WATER & SEWER (1/1 THRU 6/30/15)

	<b><u>2015</u></b>	<b><u>2014</u></b>
Water Billed	400,684.	398,637.
Sewer Billed	693,047.	630,485.
Uncollected thru 6/30/15	186,827.	171,320.

### TOWN CLERK REVENUE (7/1 thru 6/30/15)

	<b><u>Year End</u></b>	<b><u>Year End</u></b>	
	<b><u>6/30/15</u></b>	<b><u>6/30/14</u></b>	
Motor Vehicle (MV)	1,296,703.	1,235,660.	4.94% increase
Town "non-MV"	138,193.	126,464.	9.27% increase
State NH (MV, Vitals, Boats, Dogs)	503,086.	497,882.	1.05% increase

- Motor vehicles still on the upswing
- Daily activity steady; revenues continue to show steady increase
- Dog Licenses were due April 30<sup>th</sup>
  - Approx 1250 total dogs; 1182 licensed as of June 30<sup>th</sup>
- 2012 Deed Date: June 18, 2015
  - Deeded: 41 Exeter Rd (Lamprey Aerie) & 90 Hersey Ln (Terrio, Richard)
  - 2 Mobile Homes subject to small claims court
- Property Tax bills mailed June 3<sup>rd</sup> due July 8<sup>th</sup>
  - 71% collected as of June 30<sup>th</sup>

## Planning Department

### Planning Board Activities

#### Applications

*Status of approved applications of the Planning Board:*

*Rockingham Golf, LLC (a.k.a. Chinburg Builders, Inc.)* is developing a residential open space design subdivision, involving 52 house lots, at the site of the “Rockingham Country Club” at 200 Exeter Road. The plan envisions the existing golf course, to remain open to the public, and the adjacent wetlands to be preserved as open space. Construction activity has moved along expeditiously at the site. Road construction is nearly complete with only the overlay and landscaping to be completed. A performance guarantee has been posted in the amount of \$106,000 to assure final completion of the road and all related infrastructure improvements. The developer has received Certificates of Occupancy (COs) for the first eight (8) homes in the development. Another six homes have building permits and are currently under construction.

*Newmarket Mills Retail Shops, LLC* – This project concerns a new tenant for the former building known as the “Riverdale Automotive” property. The developer is in the process of converting and expanding the building into a small grocery focusing on perishable foods, such as meat and local produce. In addition, there will be a drive-through service for coffee sales. The final plans have been signed and recorded at the Rockingham County Register of Deeds and construction is complete. The coffee business, Aroma Joe’s, opened on June 1 and the Newberry Market opened on June 17, 2015.

*Newmarket Mills LLC – Newmarket Mills Retail Shops* – This project involves the construction of a 9,600 square foot commercial retail center along with site improvements and landscaping on land to the rear of the Newmarket Library off of Main, Elm, and Spring Streets. The Planning Board approved plans for a 3,600 square foot nano-brewery to be located within the building in April 2014. Interior construction for that use is nearly complete. The brewery is brewing beer and is expected to open shortly. The new Panzanella’s restaurant opened in the retail shops in January 2015, moving from its previous location at 72 Main Street. The restaurant has added a sports bar and an outside patio for warm weather dining. The new Japanese Restaurant within the retail shops opened in mid-June. Only one tenant space of 800 square feet remains to be leased at this time. At this time, the site work is nearly complete. A final inspection of site work is scheduled for Thursday, July 9, 2015.

***Newmarket Industrial Park Lot 6, LLC/Shearwater Investment Corporation*** – This project involves a 24,000 square foot expansion of an existing industrial building located on Forbes Road (Tax Map R-3, Lot 8 and Tax Map R3, Lot 9-6.) The site plan includes associated parking, drainage and landscaping improvements. The lots will be merged upon site plan approval.

At the Planning Board meeting on April 14, 2015 the Planning Board granted conditional approval of the application subject to several conditions, including entering into a developer's agreement, providing a performance guarantee, advanced payment of construction oversight services to assure compliance with approved site plans, implementation of off-site improvements to improve traffic safety, impact fees, evidence of state and federal permits, a merger plan, and appropriate right-of-way easements.

The Public Works Director, Town Planner, Town Administrator and Building Official met on Thursday, June 23 with the developer's agent and contractor to discuss construction sequencing, performance guarantees, and status of land acquisition for the project. Revised plans for the driveway permit have been submitted to the NH Department of Transportation (NH DOT) and we are awaiting their approval. The staff is preparing a development agreement for the project.

***Chinburg Properties, Inc./Hayden Family Revocable Trust*** Residential Open Space Development at 74 Bald Hill Road. The Planning Board approved a special use permit for this project on August 12, 2014 and a subdivision application on November 18, 2014. The project involves the construction of ten (10) single family homes and 650 feet of roadway at the foot of Bald Hill with the adjacent lands preserved in perpetuity as open space. The twenty-one (21) acre open space tract will be conveyed to the Southeast Land Trust which will maintain and act as stewards of the conservation land. A pre-construction conference was held on May 12. Road construction started June 1 and is progressing.

*New Applications before the Board*

***Lubberland Creek Homeowners Association*** has requested a reaffirmation of lots lines for several properties on Cushing Road as originally approved by the Newmarket Planning Board in 1992 and prior votes of the Town that density, setback, and building locations continue to be vested as established by the Alternative Design Subdivision (ADS) approval for Moody Point. A public hearing on the application will be held on July 14, 2015.

***Milton Elm Street, LLC and Cammar Properties, LLC*** has requested a boundary line adjustment and subdivision approval for property located at 1 Elm Drive, located in the M2-A zone. The proposal is for a boundary line adjustment involving three (3) lots, then the subdivision of five (5) lots on the revised lot. A public hearing on the application will be held on July 14, 2015.

## *Other Business*

### **FEMA Flood Plain Maps and Ordinances**

The Federal Emergency Management Agency (FEMA) has sent the Town new Flood Insurance Rate Maps (FIRM). Whenever new maps are produced, communities, such as Newmarket who are participating in the National Flood Insurance Program, are required to have ordinances in place which are compliant with federal regulations. The NH Office of Energy and Planning (OEP) has conducted a compliance review of our regulations and forwarded to us recommendations for updating our regulations. The Planning Board will need to make amendments to the zoning, subdivision and site review regulations to assure Newmarket's continued eligibility in the program. We have received word from the OEP that there has been an appeal regarding the revised flood plain maps. The deadline for adopting the new plans and revised ordinances has been postponed until the spring of 2016. Copies of the preliminary flood plain maps are available for public viewing in the Planning Office and have been posted on the Town's website.

### **Update of Newmarket Master Plan:**

***Housing and Demographics*** – During the past few months, the Planning Board has met with Matt Sullivan, Planner of the Strafford Regional Planning Commission regarding an update to the Housing and Demographics chapter of the Master Plan. Mr. Sullivan will be returning to the Planning Board on July 14, 2015 for a work session to finalize the recommendations. A formal public hearing will be held on the Master Plan chapter prior to its adoption by the Planning Board. It is anticipated that the public hearing will be held in August 2015.

***Visioning Process*** – On June 16, the second of two (2) public forums was held as part of the Master Plan's vision for the future. Through a series of exercises, participants explored the key components of achieving and maintaining a high level of quality of life and sense of community, here in Newmarket, today and into the future. Participants divided into groups to brainstorm on visioning statements; prioritize the top three visions for the future; and identify short and long term strategies to implement those strategies. As part of the visioning process, the Planning Board conducted a survey to give residents who were unable to attend the "Newmarket Live!" Forum #1 the opportunity to share their thoughts and concerns. Nearly 400 surveys were received which is an excellent response rate. The results of the survey and visioning process will be reviewed with the Planning Board at its meeting of July 14. The information will then be assimilated into a draft vision statement which will be reviewed at the August Planning Board meeting.

***Future Land Use Chapter*** – Using feedback from the visioning process, the Future Land Use Chapter of the Master Plan will be updated with assistance from the Strafford Regional Planning Commission. The chapter will look at different development scenarios

using the build-out analysis that was completed in the Existing Land Use Chapter and various computer software applications.

### **Zoning Board of Adjustment**

The Zoning Board of Adjustment received an application from Waterway Realty LLC for a variance to allow the subdivision of a lot which currently contains four units, thereby creating a new lot for development at 310 Wadleigh Falls Road, aka the "Walker Farm". The application was heard on June 15, 2015. Specifically, the applicant is seeking a variance to permit four units on an existing lot in the R-1 lot, whereas only one single-family unit is permitted under current zoning. The applicant is also seeking to allow a boundary adjustment of a non-conforming lot, which does not bring the lot into closer conformity with the Ordinance. And, lastly, the applicant is seeking a variance from the maximum residential density requirement of ½ unit per acre, to allow four units on four acres, whereas eight (8) acres are required. The Zoning Board granted the first variance to allow the status quos to continue, with four units on a 20 acre tract. The ZBA continued the application until July 13 to permit further discussion on the other variance requests and to allow the applicant to provide more information on the plan regarding the back land of the lot.

The Zoning Board of Adjustment (ZBA received an application from Edwin Aviles, at 7 Plains Road Mobile Home Park, Wadleigh Falls Road to permit the placement of a new mobile home (which is replacing an older model mobile home) at a location twelve (12) feet from the road. The application was continued until August 31, 2015 to allow a land surveyor to complete survey work to ascertain that the proposed location of the new mobile home will not encroach upon the adjacent neighbor's property.

The Town of Newmarket has received word from the Rockingham County Superior Court that it has authorized the Town to file a development restriction on Lot 13 at Moody Point consistent with the Planning Board's decision of November 12, 1985 to preserve and protect environmentally sensitive land along Lubberland Creek as part of the Moody Point Environmental Management Plan, which was a condition of the Moody Point development's approval.

### **Special Projects**

#### **Route 108 Pedestrian Crossings**

A public information meeting was held last summer regarding traffic calming improvements on Main Street between Elm Street and Exeter Road. A number of concerns were raised as well as suggestions for improving the project, which were taken into consideration by the engineering consultants as they moved forward with the design of the project.

The traffic calming improvements, generally referred to as Alternative 3, in the "Pedestrian Crossing Improvements Engineering Study", prepared by Dubois and King, Inc. include:

- Improved pedestrian signage
- Additional pedestrian-level luminaires to improve nighttime visibility

- Installation of Rectangular Rapid Flashing Beacons (RRFB)
- Enhanced curb extensions
- Reconstruction of five (5) existing crosswalks with red concrete pavers, flanked by granite
- Construction of a cantilevered deck adjacent to the main entrance to the mill.
- Installation of a new crosswalk between Church Street and Exeter Road
- Relocation of the existing solar-powered flashing LED pedestrian crossing signs
- Improved pedestrian visibility, traffic calming and streetscape improvements in the vicinity of the Newmarket Library and Newmarket mills egress

The engineering consultant submitted design plans and specifications to the NH Department of Transportation (NH DOT) in January 2015. (See Planning Department web page to view plans at [www.newmarketnh.gov](http://www.newmarketnh.gov)). The Town recently completed negotiations regarding the purchase of a 140 square foot permanent easement from the Newmarket Mills, LLC for a cantilevered deck which is one of the pedestrian safety improvements that is being planned adjacent to the main entrance to the mills. The project was advertised for bids on May 18, 2015, following FHWA approval of the final plans. Unfortunately, the Town did not receive any bids for the project due to the busy construction season by most contractors and the project will have to be re-bid in the fall 2015, with a spring 2016 construction start. A copy of the engineering report and the most recent plans can be viewed electronically on the Town's website at [www.newmarketnh.gov](http://www.newmarketnh.gov) under the Planning Department web page titled "Main Street Draft Pedestrian Improvements Plans Released".

#### **Macallen Dam Feasibility Study**

The final report concerning removal of the dam, prepared by Gomez and Sullivan Engineers, was released in July 2014. A copy of the report can be found on the Town's web site at <http://www.newmarketnh.gov>.

In August, a resolution was passed by the Town Council to formalize the Macallen Dam Study committee and broaden its purpose to examine all options the Town has with respect to the dam, for removal, preservation, and other possibilities. The committee is charged with reporting back to the Town Council with a recommended course of action. Appointments were made to the Macallen Dam Study Committee in September.

The committee has been meeting regularly since October reviewing various options for repairing the dam. One option that appears to have merit includes increasing the height of and structurally stabilizing the retaining walls on either side of the dam, in order to pass the 10,258 cfs (cubic feet per second) 100 year flood, which is being required by the State. Further engineering study is necessary to determine the feasibility of this option and to identify construction costs.

The Macallen Dam Study Committee met with Steve Doyon, Chief Engineer, of the Dam Safety Bureau of the New Hampshire Department of Environmental Services (NH DES) on March 3, 2015 to discuss the Town's Letter of Deficiency and obtain feedback on the various approaches before moving forward.

The Town has received word from the NH Department of Environmental Services (DES) that the Department has approved the Town's Emergency Action Plan (EAP), which was one of the outstanding items identified in the NH DES Letter of Deficiency (LOD). A draft plan had been submitted to the State in April.

At the Town Meeting on March 10, funding in the amount of \$ 50,000, was approved for the Macallen Dam Capital Reserve Fund. Committee members have prepared a working on a Request for Proposal (RFP) for engineering services which will look at the current stability of the dam as well as the option of raising the abutments in order to meet requirements to pass the 100 year flood. The RFP will be advertised following revisions suggested by the NH DES. Funding for this engineering study became available on July 1, 2015.

### **Route 108 Shoulder Widening and Bike Path Construction Project**

In 2010, the Town Meeting approved a warrant article to raise and appropriate the sum of \$809,292 to allow the Town to construct a shoulder widening and bicycle lane project from the Irving Gas Station to the Newmarket/Newfields town line. The NH DOT and Federal Highway Administration (FHWA) proposed providing full funding for this project through the Federal Congestion Mitigation and Air Quality (CMAQ) Program and State tolls program. A resolution was approved by the Town Council at its meeting on May 21, 2014 to authorize the Town Administrator to enter into a design contract with Underwood Engineers to prepared a feasibility study related to the project. A "kick-off" meeting to begin work on the engineering study was held in July 2014.

Over the summer, the consultant prepared two alternative concepts for the bikeway and a preliminary opinion of cost for the two alternatives. The first alternative involved the construction of 5 foot wide paved shoulders extending from the Rockingham Country Club to the southerly limits of the Phase 1: Newmarket Main Street Project, which was completed in 2005. It included drainage improvements to facilitate shoulder widening and road-widening to accommodate a center through lane in the vicinity of Forbes Road. A second alternative involved separating vehicle traffic from bike traffic adjacent to Route 108 by having a bike path on one side of the road.

The Town staff held a meeting in October 2014 with NH DOT Division 6, and the Concord NH DOT office to evaluate the options; obtain technical comments; and receive some preliminary guidance on the most feasible approach. As a result of that meeting, several modifications were made to the plan in order to bring costs down to a fundable level. The current plan involves a phased approach to the project including the construction of 5 foot wide paved shoulders and related drainage improvements, and a separate 8 foot wide bike path segment on the west side of Route 108 in the vicinity of the Rockingham Country Club.

The preliminary cost estimate for the revised project is \$1,009,000. The State has indicated that they will consider a project around \$1 million, however, the Town would have provide the additional 20% match (for the increase over \$809,292) available) to increase the project budget. The cost of the 20% match is estimated at \$40,000. In the near future, the Town Council will need to confirm that local funding for the additional 20% match will be forthcoming and decide whether

to move forward with the project, as envisioned, or scale back the project to meet the current budget.

A local concerns meeting was held on May 20, 2015 to present the conditions analysis that has been completed, present funding proposals and project scheduling, and solicit comments relative to local issues of concern that should be addressed by the project. A second meeting with Town officials, Underwood Engineers and impacted landowners is scheduled for July 22, 2015 meeting. In August, the consultant will meet with the Town Council to select the preferred alternative and discuss budgetary matters before submitting the engineering report to the State NH DOT for approval. A time extension to the project to December 31, 2016 to allow additional time for engineering and planning has been granted.

### **Coastal Resilience Technical Assistance Project**

The Planning Department received a \$57,793 NH Coastal Program grant from the NH Department of Environmental Services (NH DES) to hire a consultant to assess building resilience to flooding and climate change in the Moonlight Brook Watershed. This project will update an existing watershed model to characterize the conditions in the Moonlight Brook watershed, include a build-out analysis based on population and growth projections, identify potential flooding risks in the watershed and recommend measures to reduce stormwater flows and restore ecosystem functions through the design of a green infrastructure project. A presentation of the project was held at the December 17, 2014 Town Council meeting. At that meeting, the Town Council authorized the Town Administrator to accept the grant. The project was approved by the Governor and Council in March 2015. A resolution has been presented to the Town Council authorizing the hiring of a consultant to conduct the work. A public hearing and second reading on that resolution will be held at the July 15 Town Council meeting.

This project will augment work that is currently underway related to establishing a tracking/accounting system for Total Nitrogen, under the PTTAP program, in response to the Town's EPA Administrative Order and will provide credit to the Town under the MS4 program for non-point source pollution abatement once the Town's new Stormwater Management Program is underway. PTAPP is a cooperative forum of watershed communities within the Great Bay region which are working together toward identifying a consistent, effective tracking system and accounting system for monitoring pollutant loads, including Nitrogen, into the Great Bay. Newmarket is required to monitor and track nitrogen loading from point and nonpoint sources as part of its Administrative Order on Consent that has been issued by the Environmental Protection Agency (EPA).

## Finance Department

### Department's primary function:

- Process accounts payable, payroll, and accounts receivables not under the control of the Tax Collector.
- Monitor human resources, fiscal budget, and financial analysis and forecasting.
- Providing financial assistance and analysis to Town Departments.

Essentially, we are the “fiscal watchdog;” however, we are mindful that we are simply a service organization to other departments and the Town’s elected leaders.

### Projects:

Projects have been segregated into two groups, where “major” projects require most of our attention, while “minor” projects does not.

### **Major Projects**

- Close year-end.
- Salary Survey

### Economic Indicators

Final water and sewer bills are an indicator of real estate sales. The following are final water and sewer bills by month.

Month	FY 15	FY 14	% Increase/ Increase/ (decreas (decreas e) e)	
			e)	e)
July	15	11	4	36.36%
August	10	26	(16)	-61.54%
September	12	7	5	71.43%
October	10	8	2	25.00%
November	3	9	(6)	-66.67%
December	9	5	4	80.00%
January	5	9	(4)	-44.44%
February	7	5	2	40.00%
March	7	14	(7)	-50.00%
April	8	10	(2)	-20.00%
May	14	11	3	27.27%
June	19	12	7	58.33%
Total	119	127	(8)	-6.30%

### Financial Highlights:

Since year-end has not been closed, I have no financial highlights this month.

### **Recreation Department**

Recreation Revenue in the Revolving Account as of June 29th 2015 was \$251,995.10 The forecasted amount of revenue that the Recreation Department projected to make in Fiscal Year 2015 was \$191,172.00 The department surpassed this projection by \$60,823.00. The Recreation Department collected \$4,861.20 in the General Fund Revenue account. As of June 19, 2015 the Recreation Department had spent \$149,188.57 in the revolving account leaving \$41,983.43. There still is camp training, and the first two days of camp for staff expenses as well as many other purchases that have been charged to yet determine the final 2015 expenditures. Recreation Department expenses in the 2015 General Fund were \$198,137.55 leaving \$5,976.45 available for expenses. This amount is expected to have a zero balance after salaries, and other expense are inputted for Fiscal Year 2015. Final figures were not available at the time of this report.

The Recreation Department Wanna Iguana Day Camp program has been accepting campers since the beginning of March 2015. As of May 30th the Wanna Iguana Day Camp was sold out with 240 Campers. The objective of a sold out camp was met this year with many forms of online marketing and by the department providing a quality camp program last year. However, word of mouth has driven the department to sell out all spaces for Day Camp in 2015 to reap this revenue benefit.

The Recreation Department Wanna Iguana Day Camp program is in its second week of operation. The camp is going very well and children and parents are very satisfied so far. The occasional downpour and has not hampered attendance or participation at this point. Special events and field trips have been big hits along with Wanna Iguana Mondays that is back for its fourth season. Each child picks from 10 activities to participate in two of them over two three weeks of Monday morning sessions of camp.

Granite State Track and Field State Track Meet was held on Monday, July 7, 2015 at Dover, NH. 8 of the 23 Newmarket track participants who qualified at the Hershey Regional Track meet went on to the State finals.

The Newmarket Flag Football Spring Combine program drew 28 participants in grades 1-4. At the end of the Season 13 players took a field trip to Gillette Stadium and went to "The Hall" at One Patriot Place to see the New England Patriots nostalgia and participate in interactive stations in the 3 floor New England Patriot Museum.

The 26<sup>th</sup> Annual Fishing Derby was held on June 20 and was a huge success this year thanks to may volunteer hours and effort. There were 132 children who participated and over 200 fish caught.

The Sunrise Sunset Center Activity Center ran its fourth play "Some Where over the Hill" that was a musical, written and directed by Aimee Gigandet. Martha McNeil was Dorothy and was the star of the performance with her wit and singing ability. The play was sold out and is being aired on Channel 13. New trips have been marketed and the 55+ population continues to grow with 7 new participants who went on the trip for the first time and now are participating in newly offered programs at the Center. The Center continues to expand its horizons with book clubs, Tuesday Talks, trips to free concerts, Marimba, art classes, breakfast club and consistently has had 18-21 participants in the bone builders program that is run by the UNH extension service. Many new faces are smiling at the center.

**TOWN OF NEWMARKET, NEW HAMPSHIRE**

**By the Newmarket Town Council**

**ORDINANCE NO. 2015/2016-01**

**AN ORDINANCE AMENDING CHAPTER 2 OF THE CODE OF THE TOWN OF NEWMARKET, NEW HAMPSHIRE; TOWN SEAL**

THE TOWN OF NEWMARKET ORDAINS:

**1. Purpose**

The purpose of this ordinance is to formally adopt the Town Seal of the Town of Newmarket pursuant to RSA 31:93

**2. Amendment**

Chapter 2 is hereby amended by adding the following article:

**ARTICLE III TOWN SEAL**

**Sec. 2 - 112. Purpose**

Pursuant to RSA 31:93, the Town of Newmarket by vote of the Town Council does hereby designate the following as the rules and design of the Town Seal.

**Sec. 2 - 113. Keeper of the Seal**

The Town Clerk shall be the ex-officio keeper of the Town Seal, but shall permit the Chair of the Town Council, Town Administrator or any officer to affix the same to any document to which the Town seal is required to be affixed.

**Sec. 2 - 114. Use of the Seal**

All deeds and other legal instruments made, or special contract entered into by the Town, requiring a seal, shall be sealed with the Town Seal and be signed and acknowledged on behalf of the Town by the Town Administrator.

**Sec. 2 - 114. Design**

The design shall consist of a disc of the size of 2.25 inches in diameter, with a smaller circle within which shall create a space of 0.25 inch between the circles, where on shall be engraved "Town of Newmarket, NH" and "Est. Dec. 15, 1727." Inside the inner circle shall be a scene of the Town of Newmarket, including a ship along the Lamprey River.

**Sec. 2 - 116. Depiction of the Town Seal**



**3. Takes Effect**

This ordinance shall take effect upon passage and publication of notice as required by RSA 47:18

First Reading:	July 1, 2015
Second Reading:	July 15, 2015
Public Hearing:	July 15, 2015
Council Approval:	July 15, 2015

Approved: \_\_\_\_\_  
Philip Nazzaro, Chairman Newmarket Town Council

A True Copy Attest: \_\_\_\_\_  
Terri Littlefield, Newmarket Town Clerk

CHARTERED JANUARY 1, 1991

FOUNDED DECEMBER 15, 1727



**TOWN OF NEWMARKET, NEW HAMPSHIRE**

**By the Newmarket Town Council**

Resolution #2015/2016-01

Relative to High Efficiency Heat Pump Installation for Town Hall Auditorium

**WHEREAS**, the Town Hall auditorium is seeing more use and has at times been uncomfortably hot, and

**WHEREAS**, high efficiency heat pumps provide both heating and cooling in a far more cost effective manner than other reasonable means, and

**WHEREAS**, the energy consultant retained by Eversource Electric identified a 50% financial savings in heating costs if the Town Hall converted to high efficiency heat pumps over using our present oil burning equipment, and

**WHEREAS**, the Town of Newmarket requested proposals for high efficiency heat pumps and the lowest proposal came in from Proulx Oil and Propane for \$9,486.83 to provide a 42,000 BTU two-head system, and

**WHEREAS**, town meeting created the Town Building Improvements Capital Reserve Fund on May 14, 1996 for the purpose of improving town buildings, and

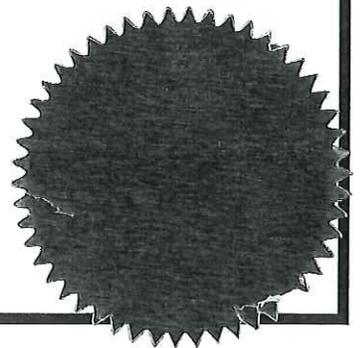
**WHEREAS**, the Town Building Improvements fund has a balance of \$282,591 as of June 23, 2015.

**NOW THEREFORE BE IT RESOLVED**, that the Newmarket Town Council does hereby approve a transfer from the Town Building Improvements Capital Reserve Fund not to exceed \$10,000 for the purpose of installing a high efficiency mini split heat pump, accept the bid from Proulx Oil and Propane, and to authorize the Town Administrator to execute any associated agreements.

First Reading: July 1, 2015  
Second Reading: July 15, 2015  
Council Approval: July 15, 2015

Approved: \_\_\_\_\_  
Philip Nazzaro, Chairman Newmarket Town Council

A True Copy Attest: \_\_\_\_\_  
Terri Littlefield, Newmarket Town Clerk



PROULX OIL AND PROPANE  
PO BOX 419  
NEWMARKET NH, 03857

PROPOSAL

#186-1

Town of Newmarket  
186 Main St  
Newmarket NH, 03857

Proulx Oil & Propane is pleased to offer this proposal for the installation of a new 2 zone Mitsubishi Hyper heat ductless Air conditioning/heating system.

Provide and install:

2 x Mitsubishi mini split #MITMSZGE24NA Hyper heat indoor unit  
1 x Mitsubishi #MITMXZ5B42NA Multi zone heat pump outdoor unit  
2x 50' lineset  
1x Pad  
Risers  
20' slim duct with fittings

Proulx will install a Mitsubishi ductless air conditioning/ heating system for the Auditorium, indoor units (2) will be mounted on either side of the stage close to the ceiling, also install outdoor unit inside fenced in area in the rear of the building on pad with risers and run line sets from each inside unit, this also includes electrical from the main panel to the outdoor unit  
With disconnect.

All above work for the sum of \$9,486.83 this includes labor

Warranty information: All materials and workmanship one-year. 7 year warranty on compressor with 5 year limited parts

**This proposal is accepted under the following terms:**

This proposal does not reflect any unforeseen circumstances that may be discovered after the work has begun for which an additional charge may be made. All material is guaranteed to be as specified. All work will be completed in a "good workmanlike manner."

Any alteration or deviation from above specifications involving extra costs shall require a written and signed change order.

Homeowner authorizes Proulx to make all opening in the building necessary for the fulfillment of this agreement. Proulx will repair the building resulting from said openings but cannot guarantee restoration of same. Proulx is not responsible for openings and restoration that require the engagement of a third party. Homeowner is responsible for the preparation of the areas in which the technicians must work. If Proulx is required to ready the work areas (move furniture, drapes, carpets, etc.), it shall not be liable for any damage, injury, accident or breakage to any property, including furniture, furnishings or injury to any person as a result of readying the work area. Proulx agrees the prices quoted in this proposal are binding for thirty- (30) days. It reserves the right to withdraw this proposal anytime before acceptance. If contract price is not paid when due, homeowner agrees to pay all costs of collection, reasonable attorney's fees and court costs. Proulx shall not be responsible for damage or delay resulting from acts of God, civil commotion's /disorders, strikes, fire, accidents, storms, delays or default, by carrier or suppliers, inherent defects in subject premises, or any other causes beyond our reasonable control.

**Payment terms: 50% deposit, balance on completion**

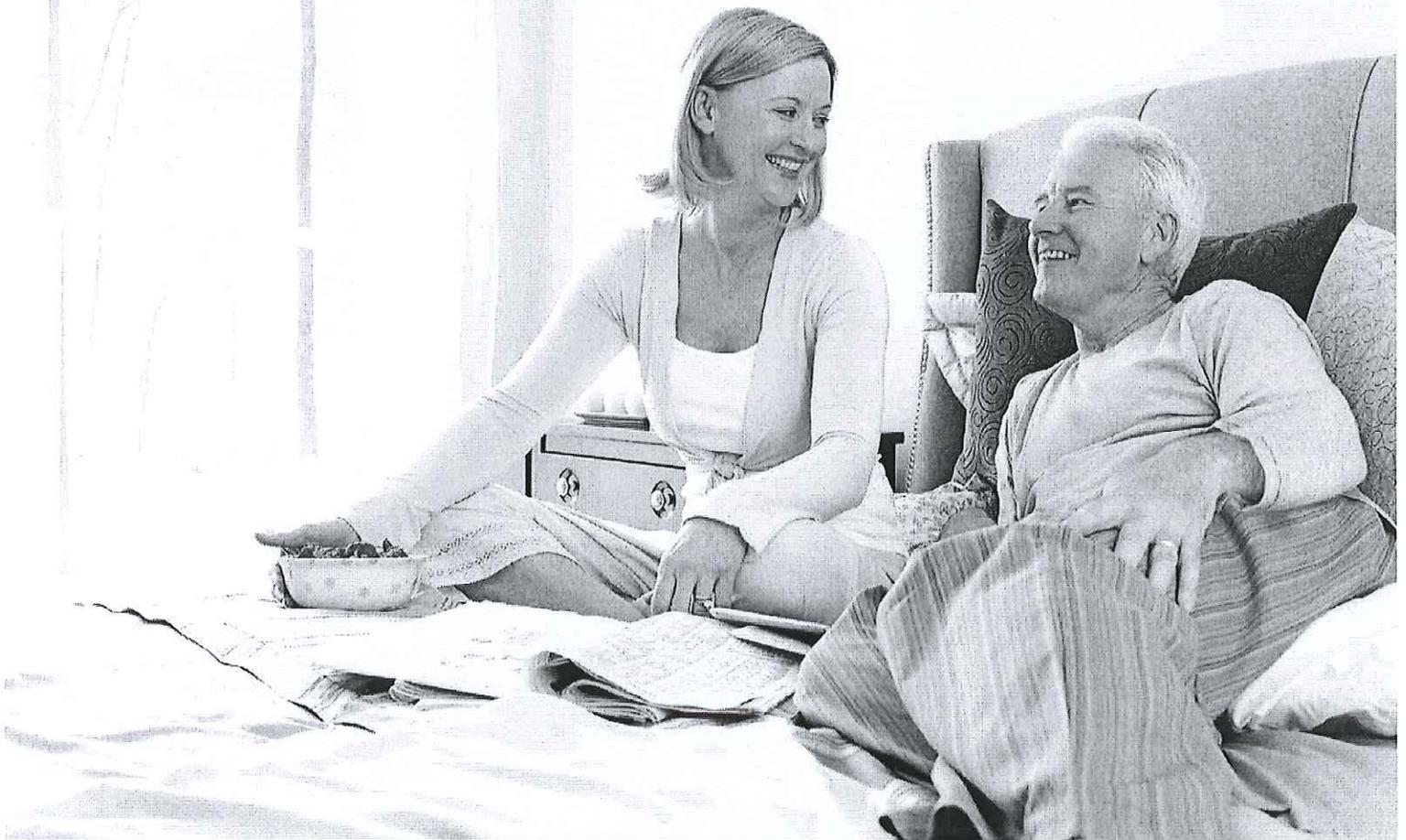
Authorized Signature: \_\_\_\_\_  
Steven R Gallant

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_



Now You Have a Choice:

**COOL AND HEAT YOUR ENTIRE HOME  
OR JUST ONE ROOM AT A TIME**



**AMERICA'S #1 SELLING BRAND OF DUCTLESS**

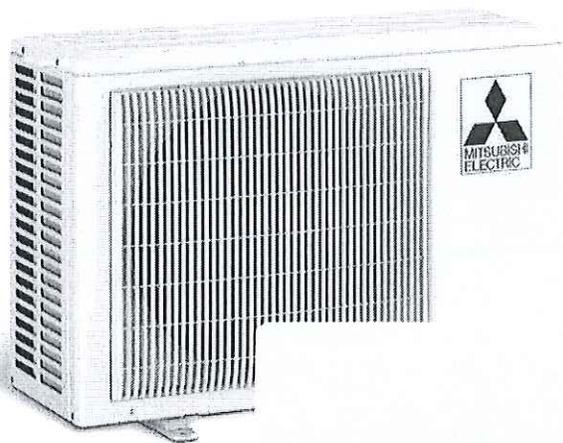
[mitsubishicomfort.com](http://mitsubishicomfort.com)

## THE FUTURE OF HOME COMFORT



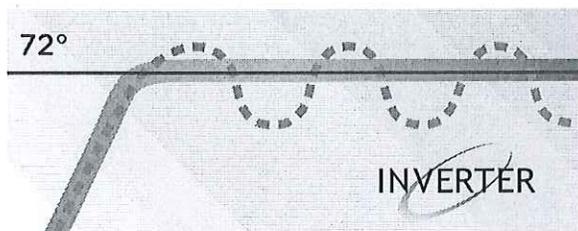
Mitsubishi Electric ductless cooling and heating technology offers a welcome alternative to the traditional systems we all grew up with. Because it focuses on individual rooms and living spaces rather than on a central air system, it's more energy-efficient, more flexible, and easier to install — as proven by decades of successful use in Europe, Asia, and across the globe. It is not surprising that ductless is the fastest growing segment of the American air conditioning and heating market. Our products reduce energy costs and easily solve problems such as:

- ▶ Hot and Cold Rooms
- ▶ Additions/Renovations
- ▶ Enclosed Patios
- ▶ Homes Without Space For Ductwork
- ▶ Larger, Multi-Zone Living Spaces



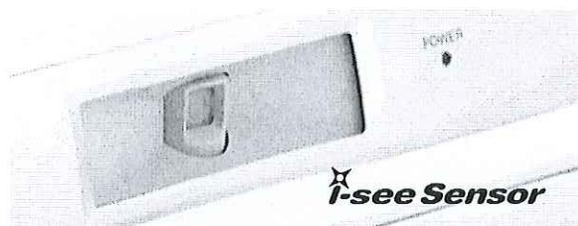
# ADVANCED FEATURES FOR GREATER COMFORT, EFFICIENCY AND CONVENIENCE

## Put Your Comfort on Cruise Control



Thanks to our advanced INVERTER-driven compressor technology, you can achieve consistent temperatures throughout your space while saving energy during both the summer and winter months. The compressor speed is controlled to maximize efficiency, changing speeds according to the cooling or heating needs of your room(s). Like a car's cruise control, the system varies the compressor speed, which reduces power consumption for energy savings. This is different from conventional systems, which start and stop repetitively, wasting energy.

## Detect and Control Temperature Fluctuations



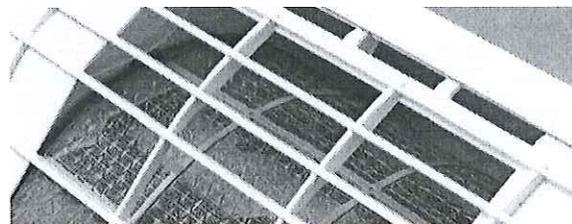
Select M-Series indoor units feature our i-see™ Sensor which automatically detects the temperature of troublesome regions closer to the ceiling and the floor. It scans the room and makes adjustments based on the ambient temperature readings. This process ensures that you always enjoy ultimate comfort.

## Heat and Lots of It

The advances in the heating performance of our units are unmatched in the industry. Our available H2i® technology can heat your space effectively even when temperatures outside are down to -13° F. Our Hot Start technology provides hot air from the start with no drafts.



## Multiple Filters for Cleaner, Healthier Air



All indoor models use a sophisticated multi-part filtration system to reduce contaminants such as allergens, viruses and bacteria from the air. This combination of filters provides a healthier breathing environment for the home.

## Quiet as a Whisper



Both the outdoor and indoor units operate quietly. The indoor units can operate as low as 19dB – that's quieter than a human whisper.

# THE PERFECT SOLUTION TO YOUR

## High Energy Costs

Why pay to cool/heat your home all year long when you only live in a few rooms at a time? With Mitsubishi Electric, you can actively condition the rooms you live in while dialing back energy costs in the rooms you don't use. Plus, Mitsubishi Electric's inverter-driven compressors automatically adjust to changing conditions to deliver ideal comfort while only using the energy that is needed.

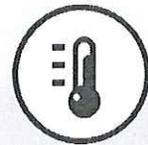
- ▶ Inverter heating performance is far more efficient than traditional heat pumps.
- ▶ Cooling is up to 40% more efficient than standard systems.
- ▶ Single and multi-zone systems available to fit any room or your entire home.
- ▶ Options include more than 25 ENERGY STAR® qualified models and 9 ENERGY STAR® Most Efficient models.



## Hot or Cold Problem Rooms

An American Home Comfort Study (AHCS) reports that 67 percent of homes in the U.S. have a room that's too hot in the summer or too cold in the winter. It's a common problem with ducted forced air systems — one that can be solved quite simply with a Mitsubishi Electric system.

- ▶ Wireless control unit senses the temperature throughout the room and makes automatic adjustments.
- ▶ Installation is as simple as mounting units, connecting the refrigerant lines and making a few electrical connections.
- ▶ No ductwork required, so installation is fast and doesn't require any messy renovation.
- ▶ Options for single rooms, multiple rooms or your entire home.

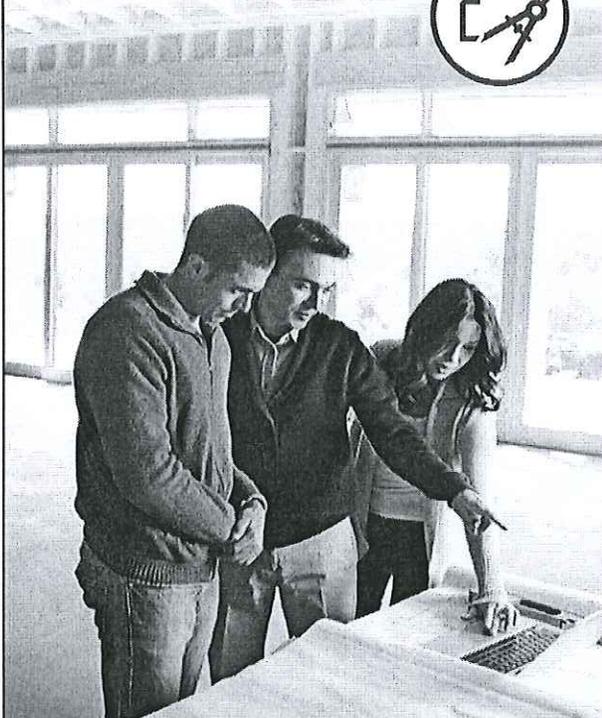


# COOLING AND HEATING PROBLEMS

## Renovations and New Homes

You don't have to install ductwork to make a living space comfortable. Mitsubishi Electric ductless solutions require only a 3" opening for two refrigerant lines, control wiring and electrical connections. Mitsubishi Electric ductless is the perfect solution for new additions, for renovated bedrooms and office spaces, for garage and basement workshops or studios. And it's a lifesaver for any home that can't accommodate ductwork.

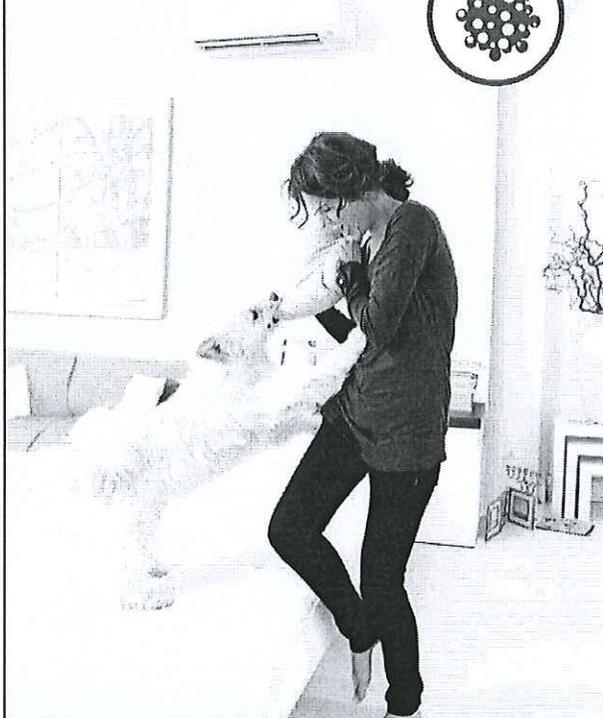
- ▶ Outdoor units come in a wide variety of capacities, are compact, lightweight and easy to install and camouflage.
- ▶ Attractive enclosures are available to beautify and protect outside refrigerant and electric lines.
- ▶ Indoor units can be installed anywhere in the room — on the ceiling, on the walls or on floor.



## Allergens and Odors

A room isn't really comfortable unless the air breathes comfortable. That's why Mitsubishi Electric cooling and heating systems use a sophisticated multi-part filter system to reduce odors, allergens, viruses and bacteria from the air as it circulates within a room.

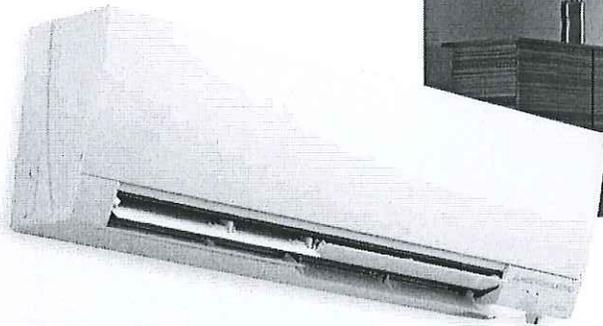
- ▶ Hybrid filter absorbs odor-causing gases.
- ▶ Blue-enzyme, anti-allergen filter on select models reduces germs, bacteria and viruses and helps trap dust, pollens, mites and other particles that plague allergy sufferers.
- ▶ With regular cleaning, filters can last up to 10 years.
- ▶ Filters are easy to clean and maintain — you can do it in a matter of minutes.



## INDOOR UNITS

### Wall-Mounted

Slim, wall-mounted units provide individual room comfort control.

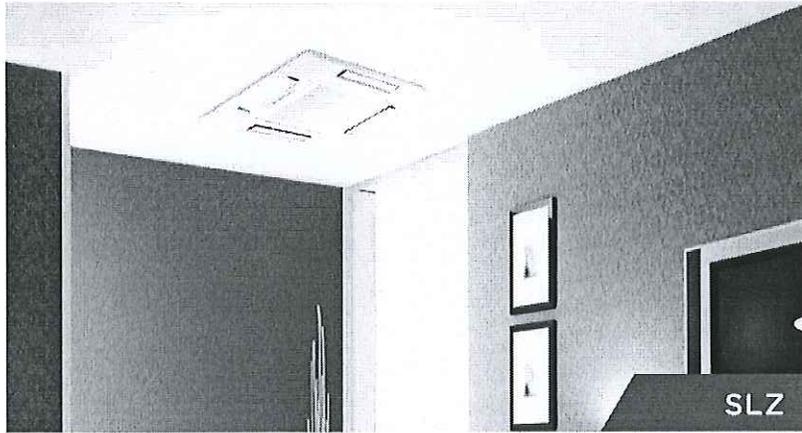


### Indoor units allow you to create individual comfort zones.

Control the temperature within any space using a wall, ceiling or floor mounted indoor unit — whichever works best for the specific room or area. You can fine-tune your comfort while you save money by cooling or heating only the spaces you use.



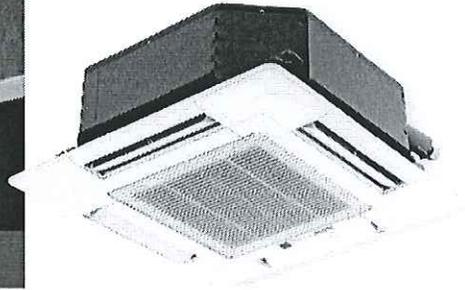
## INDOOR UNITS



Perfect for bedrooms, offices, basements, sunrooms and additions.

### Ceiling-Recessed

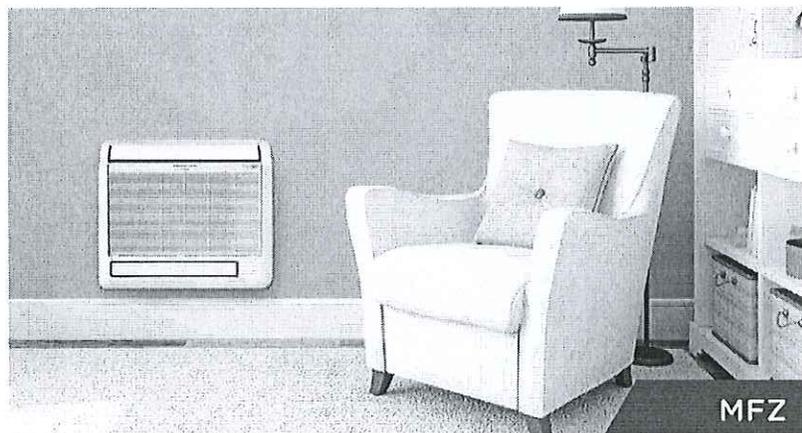
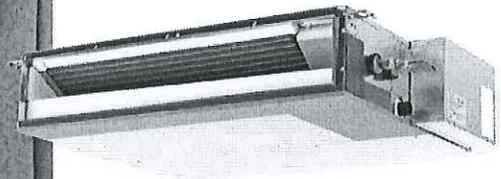
Wider airflow pattern for better air distribution in a less obtrusive style.



Perfect for master bedrooms and baths, additions, rooms with attics, soffit or crawl space available.

### Horizontal-Ducted

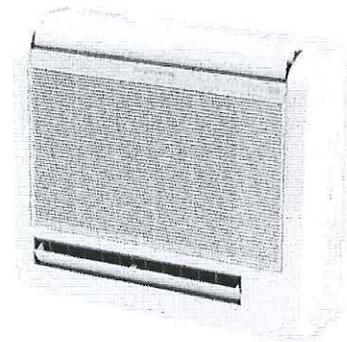
Provides comfort and efficiency while staying hidden in ceiling or floor.



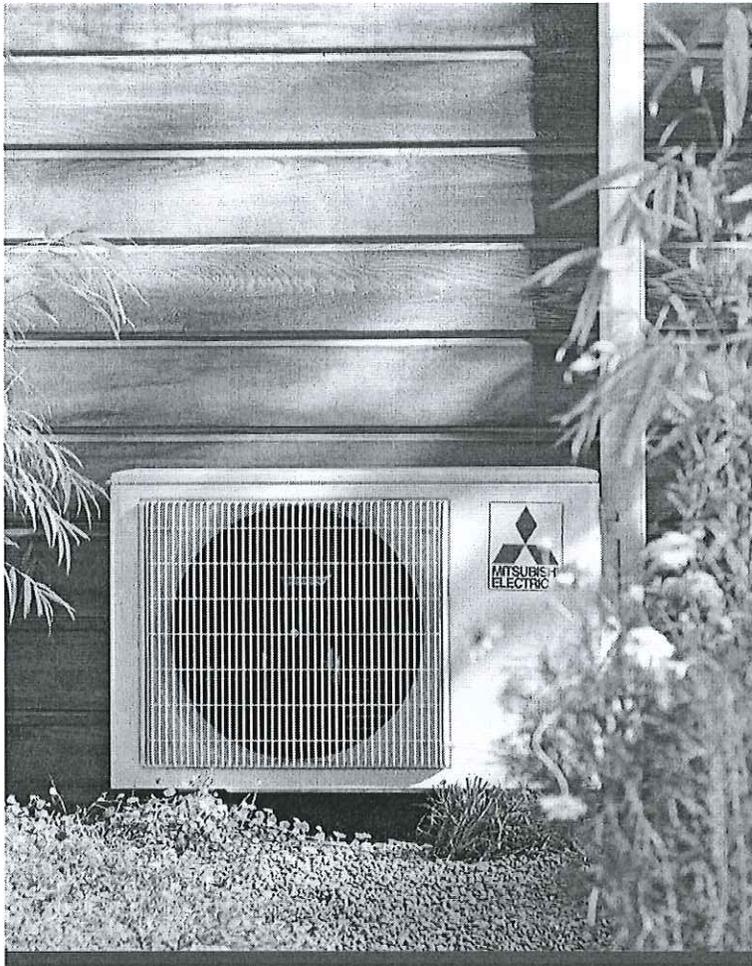
Perfect for attics, sunrooms and rooms with low walls.

### Floor-Mounted

Ideal for areas that are smaller or don't have as much wall space.  
(Multi-zone applications only).

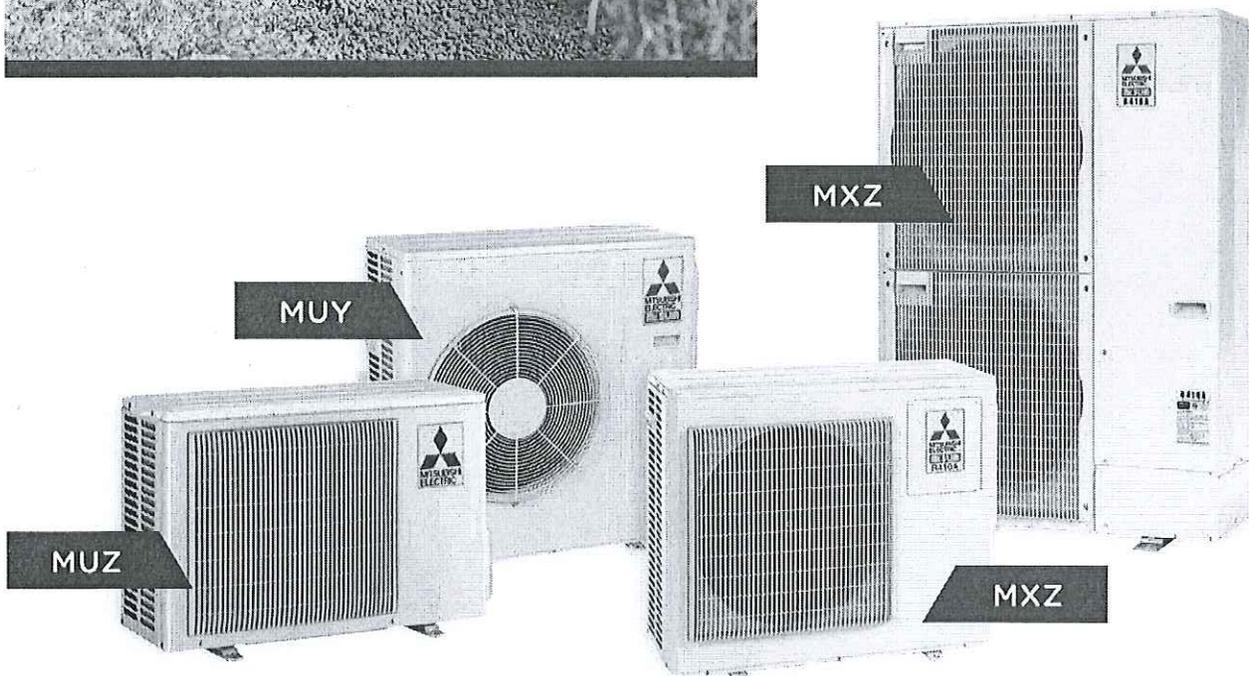


## OUTDOOR UNITS



### Single and Multi-Zone Outdoor Units

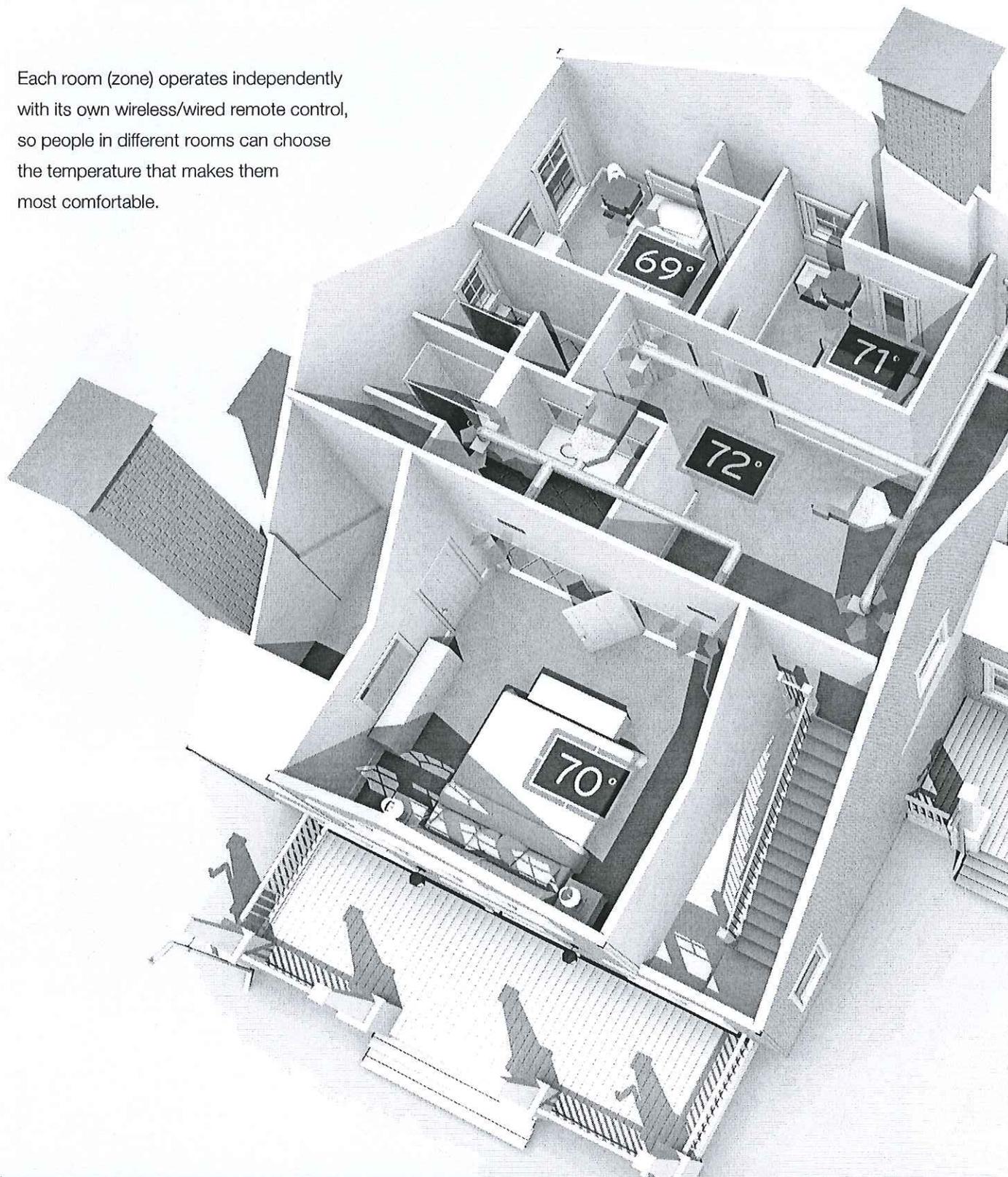
12 models ranging from 2,800 to 34,600 BTUs. Each specifically designed to power a single-indoor unit for single room applications – or up to 8 indoor units for multiple-room applications. More than 25 ENERGY STAR® qualified models including efficiency ratings as high as 30.5 SEER. Talk to your authorized Mitsubishi Electric contractor about which combination will best fit your cooling and heating needs.

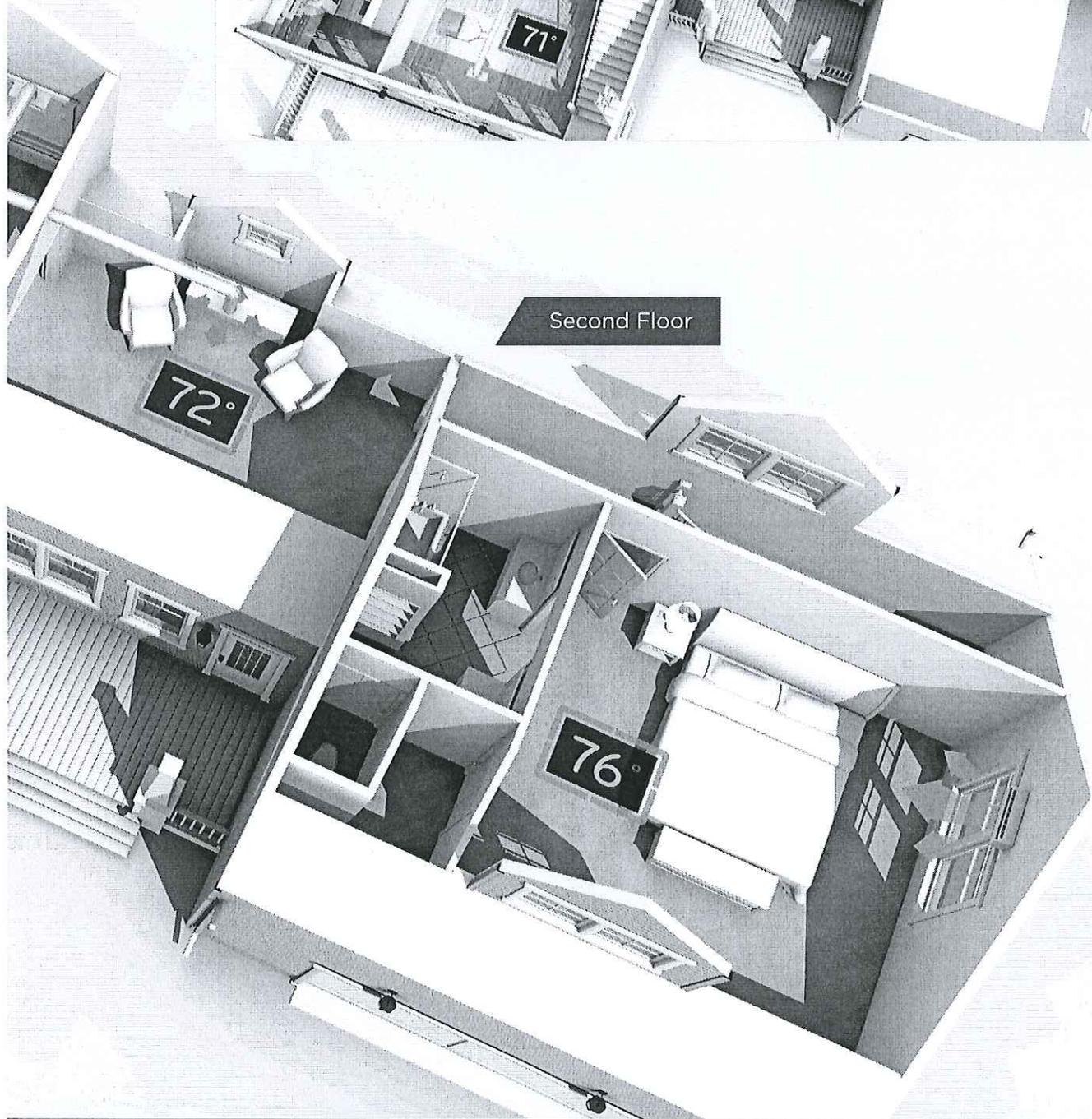
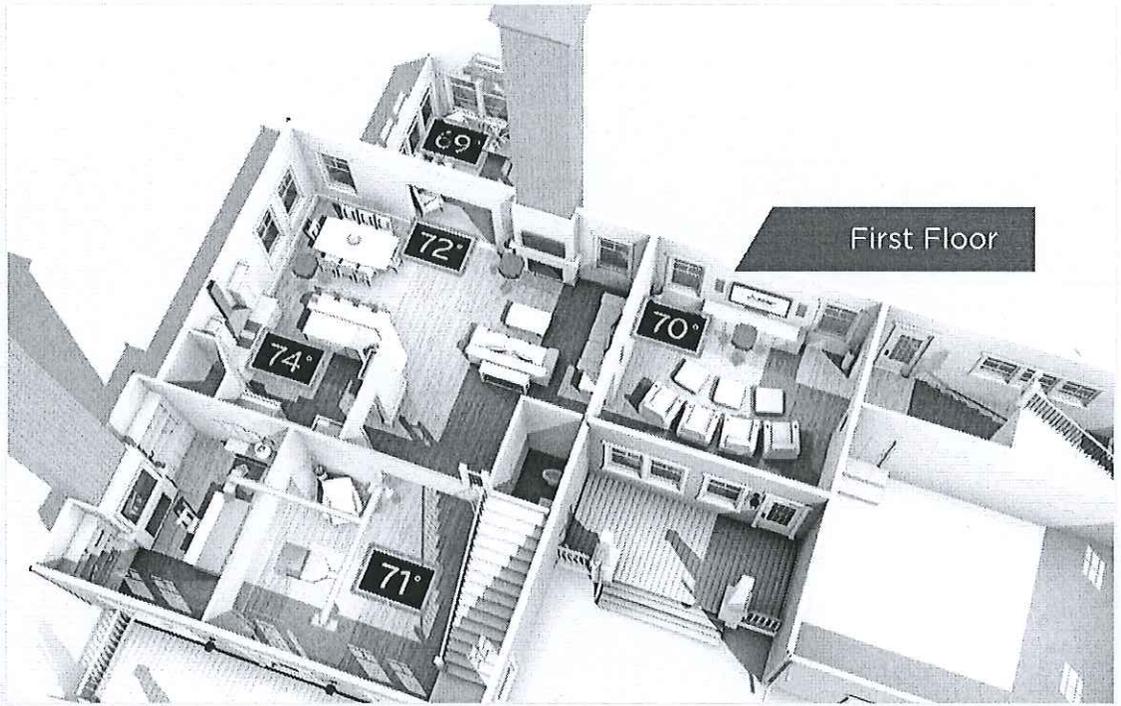


## MULTI-ZONE APPLICATIONS

Multi-zone units allow you to create an oasis of comfort throughout your whole house in the rooms you use most.

Each room (zone) operates independently with its own wireless/wired remote control, so people in different rooms can choose the temperature that makes them most comfortable.

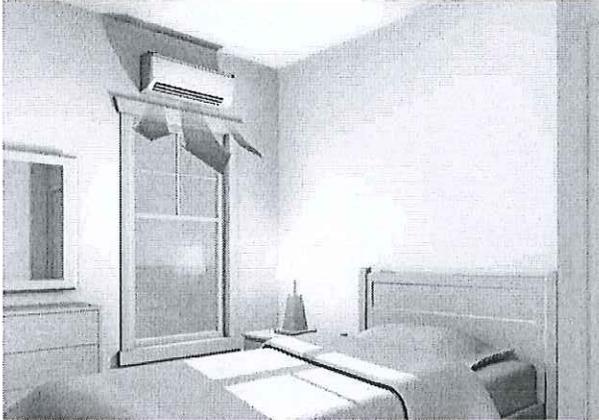




## SINGLE-ZONE APPLICATIONS

Single rooms can now have ultimate comfort with the power of precise control over hot and cold spots.

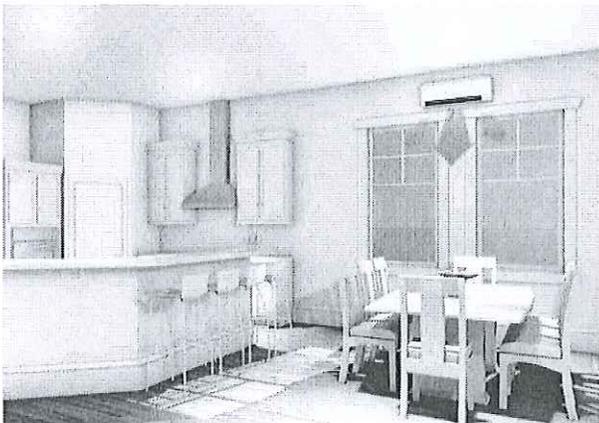
Hot or Cold Rooms



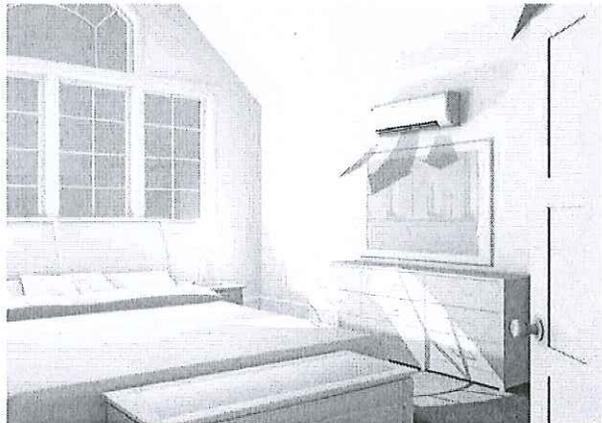
Sunrooms



Kitchens



Master Bedrooms



Living Rooms / Media Rooms



Bonus Rooms / Guest Rooms



# HOW OUR DUCTLESS SYSTEM WORKS

Ductless systems pump cooled or heated refrigerant directly to wall- or ceiling-mounted air-handling units through small lines. Each room or living space has its own air-handling unit, and each unit has its own wireless electronic temperature control system. Here's how the system works in a single room application.

**Indoor Unit** uses refrigerant to cool or heat air and quietly streams it where you need it in the living room space.

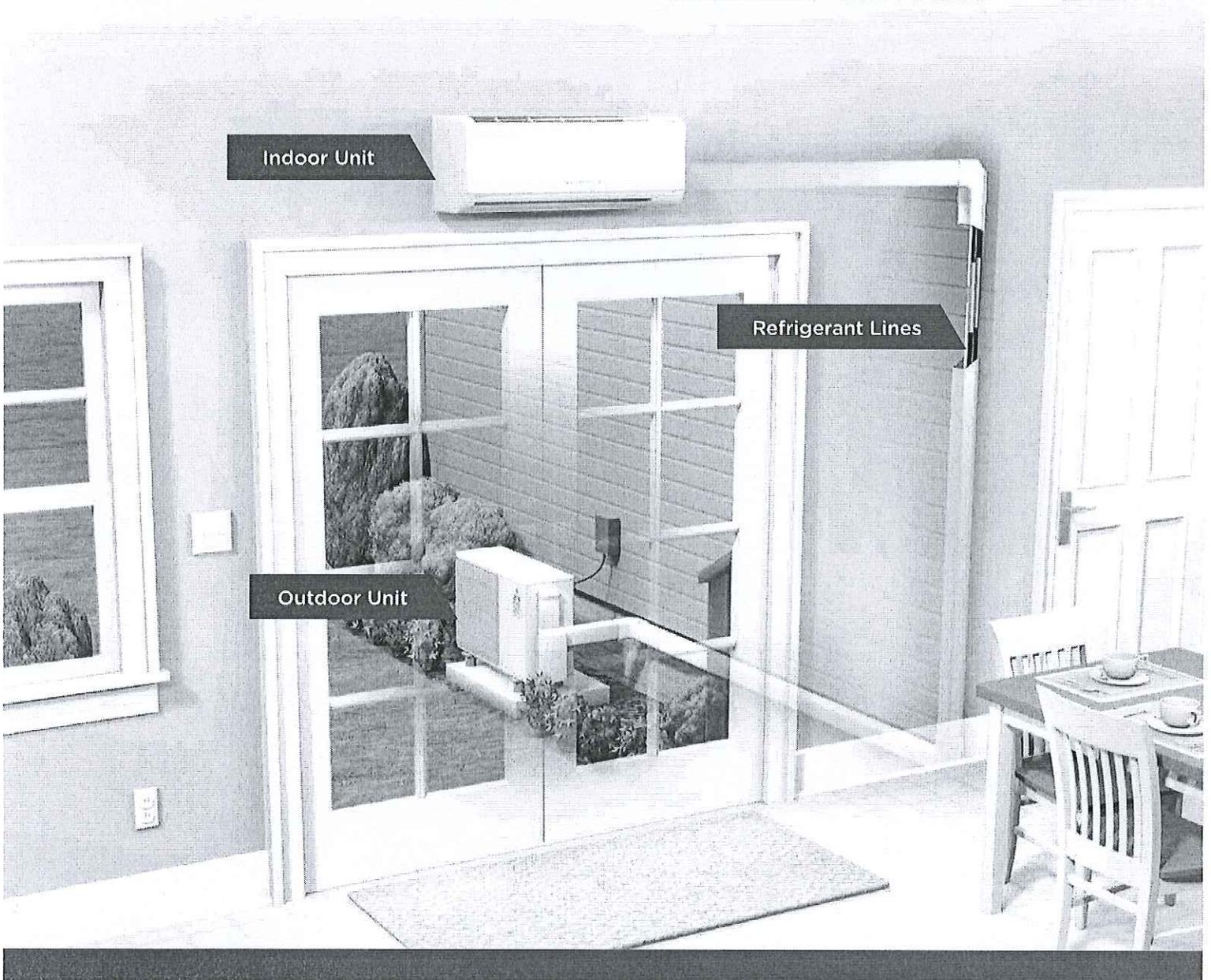
**Outdoor Unit** has an inverter-driven heat pump that cools or warms refrigerant and sends it inside to an air handler through small lines.

**Wireless Control Unit** conveniently allows you to adjust temperature, fan speed, and more... at the touch of a button.

Indoor Unit

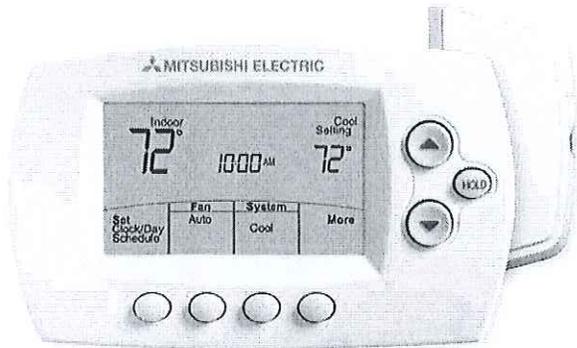
Refrigerant Lines

Outdoor Unit



# WIRELESSLY CONTROL HOME COMFORT FROM ANY PLACE, AT ANY TIME

Energy-efficient comfort control is truly at your fingertips with RedLINK™ Technology. No matter where you are in your home... or where you are in the world.



## MHK1 Wireless Wall-Mounted Remote Controller and Wireless Receiver

Installs anywhere with simple wall-mounted design. Backlit display makes it easy to fine-tune temperature, fan speed, airflow direction and more.



## Optional MCCH1 Portable Central Controller

Full control of up to 16 RedLINK™ devices from anywhere in your home. Does not interfere with other wireless devices.



## Optional MOS1 Outside Air Sensor

Monitors outside air temperature and humidity for display on MHK1 Remote Controller and MCCH1 Portable Central Controller.



## Optional RedLINK™ Internet Gateway

Remotely monitors and controls your cooling and heating system at any time, from any place via PC, smartphone or tablet. No monthly fee, free app download.



**RED LINK**  
Wireless Technology

## WHY MITSUBISHI ELECTRIC?

Mitsubishi Electric is a world leader in ductless cooling and heating technology for both residential and commercial installations — and **we're # 1 in Ductless in the United States.**

So, with Mitsubishi Electric, you can be sure that you're getting:

- ▶ **The latest, most efficient technology**, including the most advanced, inverter-driven heat pump systems in the world.
- ▶ **Mitsubishi Electric Diamond Contractors**: a nationwide network of local HVAC pros who will provide skilled installation and service.
- ▶ **One of the best warranties in the business**: 7 years on parts and 7 years on the compressor when installed and registered by a Mitsubishi Electric Diamond Contractor.

## Start enjoying ultimate comfort.

Visit [mitsubishicomfort.com](http://mitsubishicomfort.com) to find a contractor in your area.



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**AMERICA'S #1 SELLING BRAND OF DUCTLESS**

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**TOWN OF NEWMARKET, NEW HAMPSHIRE**

**By the Newmarket Town Council**

**Resolution # 2015/2016-02**

**Authorizing the Town Administrator to Enter Into an Engineering Contract with the Horsley Witten Group to Implement a Coastal Zone Management Grant Related to Building Resilience to Flooding and Climate Change in the Moonlight Brook Watershed.**

**WHEREAS**, the Town of Newmarket has received a grant in the amount of \$57,793 from the New Hampshire Department of Environmental Services (NH DES) and National Atmospheric and Oceanic Administration (NOAA), with 50% matching funds of an equal amount to be provided by the Town of Newmarket through in-kind services.

**WHEREAS**, this project was approved by the Newmarket Town Council through Resolution #2014/2015-34 on December 17, 2014.

**WHEREAS**, the Town's in-kind services will be derived from engineering work related to proposed stormwater management projects that will be accomplished by the Newmarket Public Works Department during the FY 2015/2016.

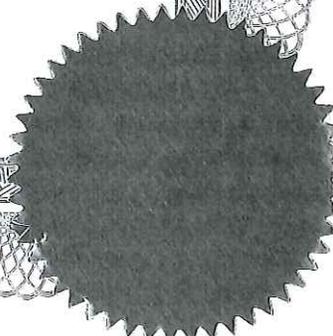
**WHEREAS**, Horsley Witten Group has submitted a proposal to the Town, dated June 4, 2015, to undertake this study and the NH DES and NOAA has approved a sole source contract with Horsley Witten Group to complete this work.

**NOW, THEREFORE, BE IT RESOLVED THAT:** The Newmarket Town Council does hereby approve the signing of a contract with Horsley Witten Group in the amount of \$57,793.

First Reading: July 1, 2015  
Second Reading: July 15, 2015  
Council Approval: July 15, 2015

Approved: \_\_\_\_\_  
Philip Nazzaro, Town Council Chairman

True Copy Attest: \_\_\_\_\_  
Terri Littlefield, Town Clerk



# Horsley Witten Group

Sustainable Environmental Solutions

30 Green Street • Newburyport, MA • 01950  
Phone - 978-499-0601 • Fax - 978-499-0602 • [www.horsleywitten.com](http://www.horsleywitten.com)



June 4, 2015  
Diane Hardy, Town Planner  
Town of Newmarket  
186 Main Street  
Newmarket, NH 03857

Via EMAIL: [dhardy@newmarketnh.gov](mailto:dhardy@newmarketnh.gov)

**Re: Building Resilience to Flooding and Climate Change in the Moonlight Brook Watershed**

Dear Diane:

The Horsley Witten Group, Inc. (HW) is pleased to provide this proposal to assist the Town of Newmarket in conducting specific tasks for the Coastal Zone Management Grant to *Analyze Flood Risk and Design Practices That Simultaneously Reduce Flooding and Pollution in the Moonlight Brook Watershed* approved by Governor and Council on March 13, 2015. A description of the scope of services and a detailed cost is provided below.

## **SCOPE OF WORK**

### **Project Overview**

Moonlight Brook is an important tributary of the Lamprey River drainage basin for Newmarket as it drains the center of town and outlets at the town landing. Several flood resiliency and risk studies have been performed in the Lamprey River watershed including the Moonlight Brook subwatershed. The project team proposes a two part effort to: 1) to study flood risk associated with climate change as well as how future development and build out of the community affect these risks, and 2) design robust green infrastructure practices within the Moonlight Brook watershed to help reduce the risk of flooding while reducing pollutant load into the Brook and further downstream into the Lamprey River and ultimately Great Bay. The project will build on two recently completed efforts by Wake, Miller, Roseen, Rubin et al (2013) titled "*Assessing the Risk of 100-year Freshwater Floods in the Lamprey River Watershed of New Hampshire Resulting from Changes in Climate and Land Use*" and a National Sea Grant Law Center project titled "*New Floodplain Maps for a Coastal New Hampshire Watershed and Questions of Legal Authority, Measures and Consequences*". We will also build on the work of a follow-up study by the same investigators, a project beginning in the Fall 2014 entitled "*Analysis and Communication of Flood Damage Cost Avoidance in the Lamprey River Watershed.*" This project proposes to expand these previous flood studies and watershed models by refining the study for Moonlight Brook and adding survey and infrastructure details previously unavailable. Climate change scenarios (current, 2050, and 2100) will be modeled to identify locations along Moonlight Brook that are considered high risk for flooding. The climate change scenarios will also be evaluated under community build-out conditions for the same time period. The build-out will be based on current land use zoning and future population projections. The findings of these analyses will be presented to the community as

a public outreach and education component to help the community understand the effects of climate change and development and how these changes result in increased risk of flooding.

The second component of the project proposes to identify high flood risk location(s) along Moonlight Brook and develop designs for robust green infrastructure practices that could be implemented in the watershed to reduce the risk of flooding in these high risk areas. The green infrastructure will also provide water quality benefits to capture and treat stormwater runoff before infiltrating these flows or slowly releasing them to downstream waters. Green infrastructure helps promote groundwater and stream recharge, maintain stream water temperatures and reduce nutrient, sediment and bacterial pollution downstream. This portion of the project will develop a concept design for up to 5 green infrastructure practices and one final design that can be used for bidding and construction.

### **Project Tasks**

**Task 1. Watershed Model Development** – HW will update the existing HEC-HMS and HEC-RAS models to include site specific topographic survey information collected by HW and data collected through Strafford Regional Planning Commission (SRPC). This task involves the following items: GIS data review; stormwater infrastructure mapping; a watershed site walk; a topographic survey; updating of the existing HEC-RAS model to reflect the new topographic survey; stormwater drainage conduit data; analyzing future climate data; and producing a summary modeling report based on the updated and revised information. HW will use a variety of data sources including a culvert assessment by the Strafford Regional Planning Commission (SRPC), the Underwood Engineers study on Moonlight Brook including a hydraulic model and other relevant project data, the 2013 Lamprey study by Wake and Roseen. We will also obtain available GIS or CAD data of stormwater drainage infrastructure. Survey information will be collected to refine existing models of Moonlight Brook using a combination of the updated topographic survey, drainage infrastructure mapping, and refinement of the watershed divides between Moonlight Brook and the Piscassic River. Site specific information will be collected for critical areas including watershed cross sections, road spot elevations and culvert crossings (elevation, location, geometry and diameter) along Moonlight Brook.

**Task 1 Estimated Cost: \$15,136**

**Task 2. Review Existing Build Out Analysis** – HW will review and use results from the 2013 build out study<sup>1</sup> which calculated changes over time within the watershed for years 2050 and 2100 or full build out, based on zoning and population projections. This analysis will be conducted using a method previously developed by the Lamprey project team and using existing projections vetted with the project advisory board. This task will examine land area that is converted to developed areas, based on the land use and zoning (i.e. conventional development and low impact development). This task will also include redevelopment of existing areas and the retrofit of existing impervious areas. This result will be used to model the rainfall runoff (hydrologic) and flooding (hydraulic) response under the climate scenarios from Task 1.

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<sup>1</sup> Wake, C. P., Rubin, F., Roseen, R., Scholz, A., Simpson, M., and Sinnott, C. (2013). "Review of Land Development (Build-out) and Climate Scenarios." University of New Hampshire, Durham, NH.

**Task 2 Estimated Cost: \$1,430**

**Task 3. Green Infrastructure and Climate Adaptation Modeling**– HW will provide information and detail strategies that can be used to mitigate projected increases in flood flow from future climate change and build out scenarios. HW will use a linear optimization modeling framework to quantify the costs and volume reduction benefits of green infrastructure. The methods and tools for the optimization were developed from a recent green infrastructure optimization study<sup>2</sup> and will leverage significant resources and time. The approach was developed in conjunction with NHDES and EPA and led by Dr. Roseen. The linear optimization model considers a suite of typical Best Management Practices (BMPs), both structural and non-structural, which are suitable for the northeast. The BMPs have been vetted using input from communities and environmental agencies. For any given level of performance and volume reduction the model provides the optimal mixture of BMP types and sizing, and land uses to be treated that result in the lowest cost. This allows the benefits of BMPs to be compared and ranked.

HW will work with Town of Newmarket staff and other project partners to identify a set of stormwater BMPs that are feasible and realistic for the Town. We will then use the linear optimization model to develop a Pareto Curve, a graph which relates cost to total volume reduction and illustrates the concept of diminishing returns (i.e. less cost-effective measures may be required to reach higher levels of load reduction). The results will be presented in terms of the Pareto Curve, and a detailed breakdown of BMP types by land use. This outcome will provide the Town with an illustration of the types and quantities of BMPs that would be required to reach various goals. The analyses will also provide specific cost performance information for the Town on the various stormwater BMPs such as cost effectiveness, unit costs (\$/ft<sup>3</sup> reduced), and total minimum optimized cost.

**Task 3 Estimated Cost: \$8,895**

**Task 4. Build Out and Resiliency Flood Impact Analysis** – Following the model revisions, HW will model the rainfall-runoff (hydrologic) and flooding (hydraulic) response under the climate scenarios. The first task will provide estimates of reach flow rates while the second will give the river stage in each river reach. This task will estimate the extent of flooding for a range of scenarios including current conditions, and future build out in combination with future climate change projections. Climate change projections for rainfall depth from the 2013 Lamprey study will be used. The analysis will compare the current conditions to future risks along Moonlight Brook and the associated stormwater drainage infrastructure. The outcome of this task will include a combination of graphic products such as floodplain mapping for Moonlight Brook, tables and figures to illustrate volume, and the duration of flooding.

**Task 4 Estimated Cost: \$6,770**

**Task 5. Green Infrastructure BMP Design**– HW will design one structural improvement recommended in the Climate Adaptation Plan developed in Task 4 and 6. This design will include

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<sup>2</sup> Roseen, R., Watts, A., Bourdeau, R., Stacey, P., Sinnott, C., Walker, T., Thompson, D., Roberts, E., and Miller, S. (2015). "Water Integration for Squamscott Exeter (WISE), Preliminary Integrated Plan, Draft Technical Report." Geosyntec Consultants, University of New Hampshire, Rockingham Planning Commission, Great Bay National Estuarine Research Reserve, Consensus Building Institute, Portsmouth, NH.

construction drawings, specifications, operation and maintenance plan and a bid package sufficient to bring the improvement to construction. HW will identify possible locations and provide a recommendation for the implementation of stormwater BMPs to maximize infiltration and mitigate flooding impacts. This task will use existing conditions basemap from related projects and will be supplemented with a single day of site specific topographic survey for the BMP design. HW will complete a 75% drawing set for Town review (permitting not included) and 100% construction drawings for a single BMP. We assume one round of comments and revisions for each submission. The selected BMP must meet a level and complexity appropriate for the budget. HW assumes that the Town will arrange for and provide a backhoe to conduct the soils investigations and HW will provide a staff member to conduct soil investigations.

The plans will incorporate cost effective Low Impact Development (LID) treatment strategies and technologies to incorporate the drainage into the site design and surrounding natural environment. Plans will include proposed site grading (1-foot contour intervals), spot grades, location of any proposed BMP structures, rim and invert elevations, and naturalized stormwater treatment areas (as necessary). This assumes that an existing conditions basemap is available that includes topography, building corners, property lines, edge of pavement, curb, wetland boundaries, and utilities. HW anticipates supplementing this existing conditions survey with one day of additional field topographic survey. The drainage area will be mapped and a drainage report including hydrologic calculations will be provided.

**Task 5 Estimated Cost: \$11,660**

**Task 6. Reporting**

**Interim Progress Report #1** – The Project Team shall prepare a progress report summarizing project activity from the start date of the grant through the end of calendar year 2015. Completion date: December 31, 2015

**Final Report and Adaptation Plan** – The Project Team shall prepare a formal Final Report summarizing all project activity during the life of the grant. Completion date: April 30, 2016

**Task 6 Estimated Cost: \$7,193**

**Task 7. Meetings and Project Communication** – Regular project communication will be conducted by between Town and HW on a bi-weekly basis. This task will also include:

**Presentation of Preliminary Results**– The Project team will conduct team meetings to present draft results following Task 1 (modeling), Task 2 (Build-Out Analysis), and Task 3 (resiliency analysis).

**Design Meetings**– The Project Team will conduct two meetings during the development of the green infrastructure designs.

**End-of-Program Presentation of Final Results and Recommendations**– The Project Team will meet to discuss the final results of the analysis, and the resulting plan and recommendations.

**Public Outreach Workshop**– The Project Team will conduct one (1) workshop with community members to summarize the project findings and the importance of building resiliency in the community.

**Task 7 Estimated Cost: \$6,345, 60 hrs**

Estimated expenses: \$364

**Total Estimated Cost: \$57,793, 543 hrs**

Ms. Diane Hardy  
June 4, 2015  
Page 5

### **PROJECT SCHEDULE**

The project will be initiated within 2 weeks following execution of contract and is expected to be conducted over 11 months. The project kick-off is tentatively scheduled for August 2015. The project will be complete by June 30, 2016.

### **BUDGET NARRATIVE**

Total project cost for modeling, design, and engineering for HW is \$57,793. Matching funds will be provided by the Town of Newmarket as cash for related engineering services. Specifically \$52,000 in engineering design services will be matched by the Town that will be used to conduct an engineering assessment for the Beech Street Extension Drainage Improvement Project. The Drainage Improvement Project will be conducted during 2015 in a significant drainage area within the Moonlight Brook watershed. The Drainage Improvement Project will be informed by this Coastal Resiliency study with respect to future flow and flood impacts. Additionally, \$5,793 will be matched by the Town of Newmarket in cash for engineering design services that are being conducted for the development of a program for the Tracking and Accounting of Nitrogen Reduction Strategies. The Tracking and Accounting study is currently on-going and will be completed within 2015. The Tracking and Accounting study will be informed by the evaluation of the use of Green Infrastructure for the Coastal Resiliency Study.

**Table 1: Budget by Task for Moonlight Brook Study**

<b>TASK</b>	<b>DESCRIPTION</b>	<b>TOTAL HOURS</b>	<b>SUBTASK TOTALS</b>
<b>1</b>	<b>Watershed Model Development</b>	<b>144</b>	<b>\$ 15,136</b>
1.1	GIS Data Review	6	\$ 615
1.2	SW Infrastructure Mapping	20	\$ 2,020
1.3	Watershed site walk	12	\$ 1,470
1.4	Topographic Survey	24	\$ 2,151
1.5	Rework existing HECRAS Model based on survey	24	\$ 2,580
1.6	Develop HECRAS Model Conduit Data	28	\$ 2,960
1.7	Select/Analyze suitable climate data	5	\$ 600
1.8	Modeling Report	25	\$ 2,740
<b>2</b>	<b>Review Existing Build Out Analysis</b>	<b>11</b>	<b>\$ 1,430</b>
2.3	Review existing build out analyses Lamprey Study	11	\$ 1,430
<b>3</b>	<b>Green Infrastructure &amp; Climate Adaptation Modeling</b>	<b>86</b>	<b>\$ 8,895</b>
3.1	Develop/modify LO model, apply constraints	29	\$ 3,135
3.2	Run LO model to develop cost performance curve	6	\$ 710
3.3	Analyze detailed results	28	\$ 2,830
3.4	Compare costs of implementation by scenario	23	\$ 2,220
<b>4</b>	<b>Build Out and Resiliency Flood Impact Analysis</b>	<b>61</b>	<b>\$ 6,770</b>
4.1	Update hydrologic and hydraulic models for scenarios	29	\$ 3,035
4.2	Perform model runs	7	\$ 845
4.3	Analyze results, compare to Task 1 results	9	\$ 1,065
4.4	Update modeling report	16	\$ 1,825
<b>5</b>	<b>Green Infrastructure BMP Design</b>	<b>119</b>	<b>\$ 11,660</b>
5.1	Develop 35% conceptual design drawings for up to 5 BMPs	23	\$ 2,470
5.2	Site Survey for 1 BMP locations	20	\$ 1,780
5.3	Final Design Drawings	44	\$ 4,170
5.4	Specifications	14	\$ 1,465
5.5	Cost Estimate/Bid Package	10	\$ 1,010
5.6	O&M Plans	8	\$ 765
<b>6</b>	<b>Reporting</b>	<b>62</b>	<b>\$ 7,193</b>
6.1	Interim Progress Report	15	\$ 1,575
6.2	Final Progress Report and Adaptation Plan	47	\$ 5,618
<b>7</b>	<b>Meetings/Communications</b>	<b>60</b>	<b>\$ 6,345</b>
7.1	Kickoff Meeting	12	\$ 1,185
7.2	Interim Meeting 1	12	\$ 1,185
7.3	Interim Meeting 2	12	\$ 1,185
7.4	Final Presentation	24	\$ 2,790
<b>Total Labor</b>		<b>543</b>	<b>\$ 57,429</b>
<b>Total Direct Costs</b>			<b>\$ 364</b>
<b>Total Project Costs</b>			<b>\$ 57,793</b>

## QUALIFICATIONS AND EXPERIENCE

HW has staff with the required expertise and experience in hydrologic and hydraulic modeling, climate change studies, water quality assessment, wetland, buffers, and stormwater regulations, watershed planning, and stormwater engineering. Resumes for key staff members are also attached. The following key staff members are briefly highlighted here for contribution to this project.

Our proposed Project Manager for this project, **Dr. Robert Roseen, PHD, PE**, is a nationally recognized expert in stormwater management. Dr. Roseen offers municipal and private clients 20 years of experience in the investigation, design, testing, and implementation of innovative approaches to stormwater management. He is a recognized industry leader in watershed management. He is experienced in hydrology and hydraulic studies, green infrastructure design and study, and the role of green infrastructure as a municipal climate mitigation strategy.

Our proposed Principal-in-Charge of this project, **Mr. Richard Claytor, PE**, was the former Principal Engineer with the Center for Watershed Protection, a nationally recognized organization that is widely viewed as the industry leader in stormwater and watershed management. Mr. Claytor was integrally involved with the development of the 2008 Massachusetts Stormwater Handbook. In fact, many of the design criteria, guidance and illustrations are adapted from prior work by Mr. Claytor while at the Center for Watershed Protection. Mr. Claytor has more than 20 years experience in watershed management planning and design, stormwater management practice design and implementation, and land use planning. He has been the project lead on more than a dozen watershed assessment projects. In addition, he has authored or co-authored four statewide stormwater design manuals.

Our Senior Hydrologic Modeler, **Nigel Pickering PE, PhD** has more than 20 years of experience in watershed modeling and nutrient management for a broad range of land uses, including urban, suburban, rural and agricultural. In addition to modeling experience, he has particular expertise in Stormwater Management, Low-Impact Design, and BMP assessment. Before joining HW in 2011, he was a major contributor to watershed modeling and integrated water resources management projects throughout Massachusetts during his eleven-year tenure with the Charles River Watershed Association. Nigel worked on the development of the Upper/Middle Charles River Total Maximum Daily Load (TMDL) study, and worked as part of a team retrofitting a one square-mile sub-basin of the Charles with BMP's to remove phosphorous in compliance with a TMDL. He was Lead Scientist for Water Resource Management and Stream Flow Restoration Plans for Brewster, MA and Vermont DEC, respectively.

Our Project Engineer, Mr. **Kristopher Houle**, Project Civil Engineer, P.E. has over eight years of experience in stormwater infrastructure design, water resources modeling, ecological restoration, and SWPPP development. Kris will be able to provide timely and regular client relations throughout the design and construction phases of the project.

### **SOLE SOURCE JUSTIFICATION**

The Horsley Witten Group (HW) with the Project Lead, Robert Roseen, PhD., PE is uniquely qualified to conduct the Moonlight Brook Study. Dr. Roseen was the watershed modeling technical lead for numerous prior projects to the Moonlight Brook Study. Without the intimate project knowledge and familiarity with the study area, and various model components (3), the proposed project could not be conducted for the same scope or budget. Two critical predecessor projects in Newmarket<sup>3,4</sup> provide an intimate knowledge and understanding of the connection of the study area to the upper watershed. This knowledge includes familiarity with project products and the flood and hydrologic models that were developed under Dr. Roseen's direction while director at the UNH Stormwater Center<sup>5</sup>. The watershed modeling analysis of LID used an approach studied in the Lamprey project and further refined under Roseen's direction to evaluate hydrologic response from LID retrofitting at a subwatershed scale by both watershed modeling and field monitoring<sup>6</sup>. Of additional significance, Dr. Roseen directed a recent green infrastructure optimization study<sup>7</sup> where he led the design and development of the method and tools that are critical to the Moonlight Brook project. Lastly, a follow up study (beginning Fall 2015) in the Lamprey River watershed and Newmarket, for which Roseen is a Co-Principal Investigator, will have important connections<sup>8</sup>.

Dr. Roseen is a Practice Leader at the Horsley Witten Group located in Newburyport, MA. He was the Director of the UNHSC from 2004-2012. Dr. Roseen has conducted numerous studies examining the flooding impacts of both land use and climate change and the role of green infrastructure in building community resiliency. Rob has led the technical analysis of numerous studies examining land use and climate change impacts upon municipal flooding and studying the role of Green Infrastructure as a municipal adaptation measure for a climate adaptation planning effort in Exeter, NH.

Horsley Witten is a regional leader in water resources planning and stormwater management. HW's watershed protection plans and stormwater designs have been implemented to meet a wide variety of objectives, including: flood reduction, pollutant load reduction, wetland protection, habitat restoration, and groundwater protection. HW has designed dozens of low impact development and green infrastructure systems though the northeast and elsewhere. HW has also developed

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<sup>3</sup> Wake, C. P., Miller, S., Roseen, R., Scholz, A., Rubin, F., Simpson, M., Sinnott, C., Peterson, J., and Townson, L. (2013). "Assessing the Risk of 100-year Freshwater Floods in the Lamprey River Watershed of New Hampshire Resulting from Changes in Climate and Land Use." University of New Hampshire, Durham, NH.

<sup>4</sup> National Sea Grant Law Center project titled "New Floodplain Maps for a Coastal New Hampshire Watershed and Questions of Legal Authority, Measures and Consequences

<sup>5</sup> Scholz, A., Roseen, R. M., Ballesterro, T. P., and Wake, C. (2011). "Consequences Of Changing Climate And Land Use To 100-Year Flooding In The Lamprey River Watershed Of New Hampshire," MS in Water Resources Civil Engineering., University of New Hampshire, Durham, NH.

<sup>6</sup> Hlas, V., Roseen, R., Schueler, T., Houle, J. J., Ballesterro, T., Voorhees, M., and Puls, T. (2013). "Impervious Cover Reduction and Ecosystem Response," MS Civil Engineering, Water Resources, University of New Hampshire Stormwater Center., Durham, NH.

<sup>7</sup> Roseen, R., Watts, A., Bourdeau, R., Stacey, P., Sinnott, C., Walker, T., Thompson, D., Roberts, E., and Miller, S. (2015). "Water Integration for Squamscott Exeter (WISE), Preliminary Integrated Plan, Draft Technical Report." Geosyntec Consultants, University of New Hampshire, Rockingham Planning Commission, Great Bay National Estuarine Research Reserve, Consensus Building Institute, Portsmouth, NH.

<sup>8</sup> Wake, C., Roseen, R., Rubin, F., and Peterson, J. (2013). "Analysis and Communication of Flood Damage Cost Avoidance in the Lamprey River Watershed." NH Seagrant, University of New Hampshire, Durham, NH.

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engineering designs and specifications for the retrofitting of existing infrastructure (e.g., outfalls, culverts, and along roadways) for both private and public clients. Our staff has previously worked for the Center for Watershed Protection (Maryland) including as one of the pioneers of LID, Richard Claytor, as Principal Engineer<sup>9</sup>, and the University of New Hampshire Stormwater Center, both nationally recognized programs at the forefront of developments in stormwater treatment practices and management. Rich Claytor, HW President, is a lead author in the development of the concept of impervious cover in relation to habitat health<sup>10</sup> which now serves as the basis for many of the nation's stormwater regulatory measures and efforts proposed in Moonlight Brook.

### **CLOSING**

This project will be billed hourly as hourly "Not to Exceed" with a total budget of \$57,793. Estimated funding may allocated differently among tasks. However, no work will be conducted in excess of the total budget amount without your prior approval. If you are in agreement with our proposed scope of work and fee, please sign in the space provided below. We can return a contract agreement to you for your authorization. We can commence work immediately upon receipt of these signed documents.

We look forward to assisting with this project. Please feel free to contact me with any questions or comments. I can be reached at (603) 686-2488 or by email at [rroseen@horsleywitten.com](mailto:rroseen@horsleywitten.com)

Sincerely,

HORSLEY WITTEN GROUP, INC.



Robert Roseen, Ph.D., P.E., D.WRE.  
Practice Leader, Senior Project Manager

### **ACKNOWLEDGED AND APPROVED:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

<sup>9</sup> Claytor, R. A., and Schueler, T. R. (1996). Design of Stormwater Filtering Systems, Center for Watershed Protection, Silver Spring, MD.

<sup>10</sup> Schueler, T., and Claytor, R. "Impervious cover as a urban stream indicator and a watershed management tool." Effects of Watershed Development and Management on Aquatic Ecosystems, 513-529.

**Proposal Elements and Assumptions:**

The above scope of work and budget were developed using the following series of assumptions:

1. It is assumed that the proposed area of disturbance will be under the 1 acre threshold and a NPDES permit will not be required.
2. Fees for any required permits from DES or EPA or elsewhere are not included in our costs.
3. Reimbursable expenses as noted (copies, printing, travel mileage, survey staking materials, etc.) are included in our fee estimate. Additional copies or other reimbursable can be provided at our standard rates.
4. Any meetings, additional work items, extension of the duration of work items, or additional materials not specifically outlined in this proposal will be billed at HW standard rates, with prior client approval.
5. This project assumes that the Town will arrange for and provide a backhoe to conduct the soils investigations. HW will provide a staff member to conduct the soil investigations for one day.
6. This proposal does not include any geotechnical studies and/or reports.
7. We assume plans will be produced on 24x36 size sheets or less.
8. Construction Specifications will be in 3 part CSI 2004 Master Specification Format. HW will supply Division 1, General Requirements and applicable Divisions for Facility Construction Subgroups for site and infrastructure construction. We assume the Town Purchasing Office/Architect/Other will provide all Division 0 boilerplate bid documents and specifications outlining the City's procurement, contracting and administrative requirements.
9. One set of revisions to the conceptual plan and one set of revisions to the final site plan review submittal will be required.
10. Design changes based on preference, and not engineering, requested by peer reviewers or City/Town departments can be made at additional fee.
11. It is assumed that the proposed project will not require any review by the Planning Board or Conservation Commission.
12. We assume that all utility plans to be provided by the Town or Contractors will be up to date and provided in an AutoCAD format in a timely manner.
13. It is assumed that the site is free from prior contamination and no historical and/or archaeological elements are present.
14. This proposal does not include time or budget for construction survey services.
15. All mapping analyses prior to and in addition to the existing conditions survey identified under Task 1 will be based on existing GIS layers obtained from previous related

projects<sup>11,12</sup>. If additional mapping is requested, the HW team has capacity to provide these services and can do so as part of a contract amendment.

16. We assume the Town will perform any necessary notification procedures required for access to public areas or private sites during field investigations.
17. We will identify the approximate location of all visible utilities, wells, septic system, and other relevant infrastructure components within the vicinity of proposed stormwater retrofits during our existing conditions survey. HW cannot be responsible for the location of underground utilities not visible or identified in the field.
18. We assume that any traffic control required for test pitting or other work will be provided and paid for by the Town.
19. We assume the Town will be responsible for all meeting logistics. If attendance at meetings or hearings beyond those noted above is necessary, we will notify the Town of any scope modification implications.
20. If any of the above assumptions prove to be false, or if work is required beyond the scope as proposed, HW will discuss those needs with you and develop any necessary contract amendments

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<sup>11</sup> Wake, C. P., Miller, S., Roseen, R., Scholz, A., Rubin, F., Simpson, M., Sinnott, C., Peterson, J., and Townson, L. (2013). "Assessing the Risk of 100-year Freshwater Floods in the Lamprey River Watershed of New Hampshire Resulting from Changes in Climate and Land Use." University of New Hampshire, Durham, NH.

<sup>12</sup> National Sea Grant Law Center project titled "New Floodplain Maps for a Coastal New Hampshire Watershed and Questions of Legal Authority, Measures and Consequences



## Dr. Robert Roseen, PhD., D.WRE, P.E.

Sr. Project Manager/Practice Leader



### Areas of Expertise

- Natural Resources Assessment and Restoration
- Watershed and Stormwater Management
- Climate Change Resiliency
- Erosion and Sediment Control
- Water Resources Engineering
- LID Design and Study
- Hydrology and Hydraulic Evaluations
- Land Use and Pollutant Load Studies

### Professional Registrations

- Professional Engineer, NH No. 12215
- Professional Engineer, MA
- Diplomate of Water Resources Engineering, American Academy of Water Resources Engineers, 00556

### Academic Background

Ph.D., Civil Engineering, Water Resources Engineering, University of New Hampshire, 2002

M.S., Environmental Science and Engineering, Colorado School of Mines, 1998  
 B.A., Environmental Science/Chemistry, Clark University, 1994

Dr. Roseen is a recognized industry leader in green infrastructure and watershed management, and the recipient of an Environmental Merit Award by the US Environmental Protection Agency Region 1. Dr. Roseen consults nationally and locally on stormwater management and planning and currently leads one of the first-in-the-nation Integrated Planning efforts in coastal New Hampshire. He directed the University of New Hampshire Stormwater Center for 10 years and is deeply versed in the practice, policy, and planning of stormwater management. Rob has 20 years of experience in the investigation, design, testing, and implementation of innovative approaches to stormwater management. His broad area of expertise includes water resources engineering, stormwater management, low-impact development (LID) design, and porous pavements. Rob has led the technical analysis of several studies examining land use and climate change impacts upon municipal flooding. He has participated in many significant and award winning green infrastructure projects.

### REPRESENTATIVE PROJECTS

#### Integrated Permitting Framework for the Squamscott-Exeter River

**Watershed:** Dr. Roseen is leading a team that developed the foundation for an Integrated Plan for three coastal communities in the seacoast region of New Hampshire. The goal of the plan is to help these communities meet new, more stringent wastewater and stormwater permit requirements for nutrients, improve water quality in the Squamscott River and Great Bay, and support the economic viability of the participating communities. The Plan provides the communities with the necessary information to make long-term financial commitments and planning decisions and to communicate to the public essential information that was developed jointly.

**Stormwater Regulatory Program Experience:** Dr. Roseen has been leading a team with the City of Rochester, New Hampshire as part of a 3-year stormwater engineering contract to provide services to support their MS4 operations and planning. A diverse array of services are provided including nutrient management planning for stormwater and wastewater, stormwater ordinance and planning regulations development, stormwater master planning, MS4 auditing for the 2003 permit, planning and preparation for the 2013 Draft MS4 permit, assistance with developing funding mechanisms to support the municipal program, stream restoration, asset inventory and assessment for drainage infrastructure, operations and management plan preparation, and GIS database development, to name a few.

**Climate Adaptation Plan for Exeter, New Hampshire:** Since the spring of 2013, Dr. Roseen has been the Technical Lead for a drainage infrastructure study to develop a Climate Adaptation plan for Exeter, New Hampshire. This includes examining flooding, municipal resiliency, and water quality in relation to land use and climate change for current and future scenarios. The project is a collaboration of many Project Team members from climate change scientist, planners, floodplain managers, communication specialists, lawyers, and stakeholder representatives. The project goals are to, 1) develop a science-based, integrated climate change adaptation strategy for this part of Exeter, and 2) implement, evaluate, and document the collaborative planning process and share the project results as a model for the region.

**Dr. Robert Roseen, PhD., D.WRE, P.E.**

Sr. Project Manager/Practice Leader

**Analysis of Flood Damage Cost Avoidance in the Lamprey River Watershed:** Beginning in the spring of 2015, Dr. Roseen will lead the Technical analysis in partnership with the University of New Hampshire for flood damage and cost avoidance study in Newmarket, New Hampshire. We plan to develop and deliver a training program for municipal officials and regional planners on the key findings from our previous work (new 100-year flood plan maps and legal analysis) as well as the results from our new flood damage analysis. We will also collaborate with a group of local and national communication experts to develop and implement audience-specific, innovative, and integrated plans to communicate both the risk of climate change and cost avoidance benefits of land use management decisions and their contribution to resiliency.

**Low Impact Development and Community Resilience to Climate Change in a Coastal NH Community:** A study led by Wake, Roseen, et al (2013) developed new information layers for theoretical 100-year flood plains by examining a 40 year build-out by conventional zoning in contrast with Low Impact Development zoning and flood mitigation benefits. This information was used to support municipal decision making for the communities within the watershed on implementing climate adaptation measures through zoning and planning.

**Commercial Street Porous Pavement Design, Provincetown, Massachusetts:** Beginning in 2009, Dr. Roseen was the technical expert for a project team led by GHD on porous pavement design for the construction of over 1 mile municipal roadway. The project addressed existing infrastructure problems with flooding and drainage along a main thoroughfare that had tremendous traffic during the busy tourist season. The design evaluated the structural load capacity of the proposed road base, the geotechnical suitability of the native soils, and the potential impacts of hydraulic loading upon the groundwater table and hydraulic mounding. The design also helps Provincetown address their need to manage stormwater and beach impairments which occur from the discharge of untreated runoff from many outfalls by fully managing runoff from a highly trafficked section of Commercial Street and rooftop runoff from adjacent buildings.

**Long Creek Watershed Management Team:** Dr. Roseen was a recipient of an Environmental Merit Award as a participating member in the Long Creek Watershed Management Team that was awarded by the US Environmental Protection Agency Region 1 in 2010. This involved the development of the Watershed Management Plan, and in particular the usage of LID stormwater management. Dr. Roseen has collaborated with the Maine Department of Environmental Protection, the Department of Transportation, and the LCWMD in the implementation, monitoring, and maintenance of LID management measures including bioretention, gravel wetlands, tree filters, and the first installation of a high-use state roadway using porous asphalt in the northeastern United States.

**Berry Brook Watershed Restoration Project:** In 2010, Dr. Roseen, leading a team at UNH in partnership with the City of Dover, implemented water quality and stream restoration improvements in the Berry Brook Watershed for NHDES and ACOE. Berry Brook is a 0.9 mile long stream in a 164 acre watershed in downtown Dover and is impaired for aquatic habitat and primary contact recreation. Through a series of grants and matching funding from the City valued at over \$1 million, this project implemented major recommendations from the Watershed Management Plan, and achieved near predevelopment hydrology and the reduction of effective impervious cover to 11%.

**PROFESSIONAL EXPERIENCE**

Horsley Witten Group, Newburyport, MA, 2015- Present

Geosyntec Consultants, Inc., Acton, MA, 2012 – 2015

University of New Hampshire, Research Assistant Professor, Durham, NH, 2007 - 2012

UNH Stormwater Center, Director, Durham, New Hampshire, 2004 – 2012

University of New Hampshire, Research Project Engineer III, Durham, NH, 2001 - 2007

The Bioengineering Group, Inc., Salem, MA, 2001 - 2004



## Richard A. Claytor, Jr., P.E.

President



### Areas of Expertise

- Wetland and Natural Resource Area Assessments
- Environmental Permitting & Compliance
- Smart Growth/ Low Impact Development
- Watershed Planning & Assessment
- Civil Engineering
- Environmental Engineering
- Stormwater Management
- Surveying
- Site Design
- Training

### Professional Registrations

- Professional Engineer Massachusetts, New Hampshire, New York, and Maryland
- Massachusetts Certified Soil Evaluator
- LEED Accredited Professional

### Professional Affiliations

- Massachusetts DEP Stormwater Policy Advisory Committee
- Town of Sandwich, Massachusetts Planning Board, 2007 to 2011
- American Society of Civil Engineers

### Academic Background

Bachelor of Science, Union College, Civil Engineering, Concentration in Hydrology, Hydraulics, Water Resources, and Geotechnical Engineering

Rich Claytor has more than 30 years of practical experience in civil and environmental engineering with specific expertise in water resource planning, design, implementation, research, education, and training. Rich has extensive experience and expertise in stormwater management design, implementation, program assessment, policy and evaluation. Rich also is experienced in watershed planning, training and education; water resource assessment, research, and permitting; water supply and wastewater design; land use planning, site design and research; storm drainage, erosion/sediment control, and roadway design; and construction administration. He has authored a variety of stormwater manuals and publications on stormwater policy, design and implementation, and has presented at dozens of training workshops and conferences over the last two decades. He has been the principal designer of stormwater management and stream restoration measures for a wide range of projects throughout New England and the Mid Atlantic. Rich has been the Project Manager or Principal-in-charge for dozens of complex, multi-team projects, over a wide range of water resource assessments and designs, for contracts up to and beyond \$1M.

### REPRESENTATIVE PROJECTS

**Stormwater & Water Quality Evaluations of CSO Management Measures Implemented for the Morrissey Boulevard Stormwater System:** Principal-in-charge for a multi-phased, long term project to assess potential impacts to coastal resource areas and monitor results from wet weather improvements proposed at the Morrissey Boulevard outfall to Savin Hill Cove. The projects included modeling of stormwater quality and potential sediment erosion and transport characteristics and long term, automated, stormwater water quality sampling of baseline, construction, and post-construction conditions.

**Assessment of Climate Change Impacts on Stormwater BMPs in Coastal Massachusetts:** Principal-in-charge for this assessment of likely impacts to stormwater management practice performance as a consequence of climate change and resulting sea level rise and changes in precipitation characteristics with funding from the Massachusetts Office of Coastal Zone Management.

**Engineering Design and Assessment of Stormwater Management for MassDOT's Impaired Waters Program:** Principal-in-charge for several project assignments to evaluate existing drainage/stormwater characteristics and design stormwater retrofit improvement to address runoff from MassDOT rights-of-way that drain impaired waters.

**2010 Rhode Island Stormwater Design and Installations Manual Update:** Principal-in-Charge and co-author for this project to update the statewide Rhode Island Stormwater manual to incorporate low impact development practices for all new and redevelopment projects. The manual features the integration of site design criteria with structural stormwater control practices to create a comprehensive stormwater management approach that requires runoff reduction, and specified nutrient, pathogen, and increased total suspended solids pollutant removal.

**NY Route 120/I-684 Highway Improvements Project, Stormwater Management Implementation:** Project Manager, lead designer, and permit facilitator for this significant project to implement state-of-the art stormwater management measures for protection of the Kensico Reservoir in Westchester County, New York. Involved designing and implementing innovative green Infrastructure stormwater management quantity, quality/runoff reduction control measures, including spill prevention for 20 separate facilities for four miles of highway and major interstate highway intersection improvements.

**Roadway Drainage Improvements and Stormwater Treatment, Plymouth, MA:** As part of a municipal capital improvements program, with additional funding from the Massachusetts 319 Non-Point Source Grant Program, Rich directed the development of construction-ready plans and specifications for three water quality treatment sites and seven roadway stormwater and traffic improvement projects throughout the Town.

**Richard A. Claytor, Jr., P.E.**

President

**Maine Mall Retrofit Design and Construction, South Portland, ME:** Principal-in-Charge for the identification, design, permitting, and construction administration for the "Greening of the Maine Mall," a key component of the Long Creek Watershed Management District's charge to restore Long Creek to meet water quality standards. The Maine Mall represents the largest single contributor of stormwater derived pollutants to the creek. Rich is leading HW's team of engineers and landscape architects to identify and install a range of green infrastructure practices at the mall property.

**Stormwater Retrofit Design and Buffer Restoration, Mill River Park and Riverwalk, Taunton, MA:** Principal-in-Charge for stormwater retrofit and buffer restoration measures in conjunction with the design of the Mill River Park and Riverwalk in downtown Taunton, MA. Rich oversaw an integrated team to design an urban green space that removed impervious surface, treated stormwater runoff, restored floodplain area, and controlled invasive species.

**Green Infrastructure Retrofit at Mace Housing Facility, Chelsea, MA:** Principal-in-Charge for design, permitting, and construction of green infrastructure/green street stormwater retrofits within the ultra urban city environment of Chelsea, MA. The site is adjacent to the environmentally-sensitive Mill River. The design included pavement reduction and stormwater planters for enhanced runoff treatment and reduced transport of pollutants.

**Roger Williams Park Water Quality Improvement Plan, Providence, RI:** Principal Engineer for this EPA funded restoration project to improve the water quality and biodiversity conditions of the Park's urban ponds. The project focused on development of a water quality improvement plan to include pollutant-loading analyses, the establishment of long- and short-term water quality goals, identification of feasible stormwater retrofits, assessment of in-pond treatment options, and design, permitting, and construction administration of the five highest priority stormwater retrofit BMPs.

**Comprehensive Evaluation of Alternative Strategies for Combined Sewer Overflow Reduction, New York City:** Principal Engineer and part of a team under contract with the New York City Department of Environmental Protection to evaluate and implement a series of pilot LID stormwater retrofits projects to reduce the contribution of stormwater to combined sewer systems. The project involved site evaluations, design, construction, and monitoring of a variety of stormwater best management practices (BMPs) across a range of city owned properties.

**Samoset Street Outfall Assessment and Engineering, Plymouth, MA:** Lead Design Engineer for the completion of comprehensive stormwater management improvements for the Town. The Samoset Street outfall discharges into historic Plymouth Harbor, a 303(d) listed impaired water body. Rich directed the assessment of existing road drainage conditions, water quality sampling, soil evaluation, and design of roadway stormwater improvements and several BMPs.

**Sawmill Pond Watershed Plan, North Kingstown, RI:** Principal-in-Charge for this multi-phased project that included the preparation of a comprehensive watershed management and implementation plan to improve surface and ground water quality in Sandhill Brook and Sawmill Pond. The project included a stormwater management watershed-wide assessment, and the identification of stormwater retrofit facilities and stream restoration measures. The highest priority sites were then carried forward to design and construction, resulting in the implementation of a state-of-the-art "regenerative conveyance-step pool/gravel wetland facility," which is the first of its kind in New England.

**Barnstable Municipal Airport Terminal Improvement Project, Hyannis, MA:** Principal Engineer for the permitting and design of civil site improvements for a \$20 million passenger terminal construction. Rich managed the design of an access road in compliance with MassDOT design standards, a ten acre parking lot, and several intersection improvements to local and state roads. Design included low impact development stormwater aspects to the road/parking areas including bioretention facilities for pretreatment of pollutants prior to infiltration into the subsurface. HW worked closely with the Town of Barnstable and MassDOT within FAA guidelines to successful project completion.

**Taunton Watershed Taunton River Watershed Management Plan, MA:** Principal-in-Charge for this multi-year project funded by the Commonwealth of Massachusetts. This project evaluated surface and ground water impacts from land development within the more than 35 watershed communities, and made recommendations to keep water local and restore natural hydrology and habitats. The project included the design of six pilot projects, incorporating low impact development techniques, alternative wastewater management methods, and habitat restoration.

**PROFESSIONAL EXPERIENCE**

Horsley Witten Group, Inc., President, 2013- Present; Principal Engineer, 2001 to 2013

Center for Watershed Protection, Principal Engineer, 1994 to 2001

Loiederman Associates, Inc. (now Soltesz), Vice President and General Manager, 1985 to 1994

Greenhorne and O'Mara, Inc. (Now Stantec), Design Engineer, 1983 to 1985



## Nigel B. Pickering, P.E., PhD

Senior Water Resources Engineer



### Areas of Expertise

- Geographic Information Systems
- Watershed Planning & Assessment
- Stormwater Management
- Low Impact Design
- Watershed Modeling
- Stormwater Modeling and BMP Assessment
- Crop Growth Modeling
- Irrigation, Drainage, and Water Management
- Surface Water Hydrology
- Shallow Groundwater Hydrology
- Decision Support Systems
- Environmental Chamber Control

### Professional Registrations

Professional Engineer, Florida (1997)

### Professional Affiliations

American Society of Agricultural Engineers.  
American Geophysical Union

### Academic Background

Masters of Science, Agricultural Engineering, Cornell University, Ithaca, NY

Bachelor of Science, Agricultural Engineering, University of Natal, South Africa

PhD Agric. Engineering, Cornell University, Ithaca, NY

Nigel Pickering has more than 20 years of experience in watershed modeling and nutrient management for a broad range of land uses, including agriculture, urban, suburban, and rural. He has been a major contributor to watershed modeling and integrated water resources management projects throughout Massachusetts during his eleven-year tenure with the Charles River Watershed Association. He served as the primary author of the Upper/Middle Charles River Total Maximum Daily Load (TMDL) study. Nigel has also developed specific methods to assess nutrient loading and hydrologic impacts of agricultural lands.

### REPRESENTATIVE PROJECTS

#### Combined Sewer Overflow Control using Stormwater Practices in

**Van Cortlandt Park, NY (ongoing):** Stormwater Engineer/Scientist assisting Hazen and Sawyer in developing ways to reduce combined sewer overflows (CSO) to the Harlem River by controlling stormwater using upstream land and lake storage in Van Cortlandt Park. Alternatives include raising weir crests, lowering lake levels, excavating new wetlands, and possible diversions. Alternatives will be sized and then simulated using the InfoWorks CS model to evaluate their combined effect on downstream CSOs.

#### Promoting Green Infrastructure (GI) in the City of Chelsea, MA

**(2012):** Project Manager to assist US-EPA Region 1 in promoting the use of GI in the Chelsea. This project informed the public about GI by developing outreach materials and reviewed existing City and State codes relative to the use of GI practices and suggested code improvements. The project also educated the Board members and City staff members on options, benefits, limitations, and costs of GI and provided plan review examples by presenting the technical material at a targeted workshop.

#### Flow Restoration Plan for Centennial Brook, VT (ongoing):

Lead Scientist and Watershed Modeler to develop a flow restoration plan for the Centennial Brook watershed that meets the current flow TMDL developed by the Vermont Department of Environmental Conservation (DEC). Future stormwater planning activities of the four MS4 communities (City of Burlington, City of South Burlington, University of Vermont, and the Vermont Agency of Transportation) will be impacted. Phase I work has reviewed DEC's use of the VTBMPDSS stormwater model. Phase II work will site and size a suite of stormwater practices and test the designs with the VTBMPDSS to check that the TMDL flow requirements for the watershed are met. The final outcome will be the flow restoration plan.

#### Integrated Water Resource Management Plan (IWRMP) for the Town

**of Brewster** Lead Scientist for integrated plan to protect the Town's water resources by addressing water quantity and quality impacts on surface water, groundwater, and adjacent tidal waters. The Town has



## Nigel B. Pickering, P.E., PhD

Senior Water Resources Engineer

water-related problems associated with continued steady growth and also faces new regulatory constraints in the form of a nitrogen TMDL and municipal (MS4) stormwater permits. Because the Town is not dominated by wastewater problems, a truly integrated approach is possible. The approach will address water supply, wastewater, and stormwater resources spatially (by watershed) and temporally (current versus future) by using a both engineering approaches and proposed code changes. The goal for the plan is to allow continued sustainable development while protecting the outstanding natural resources.

**Whitepaper for Oklahoma Stratified Lakes Dissolved Oxygen Provisions (2012):** Project Manager to assist US-EPA OST by preparing a whitepaper on two stratified lake dissolved oxygen provisions developed by the State of Oklahoma. Worked with sub-consultant TetraTech to develop a QAPP, review available literature, evaluate existing water quality data, and draw conclusions on the scientific defensibility of the provisions to protect the applicable State designated use, and make recommendations on next steps.

**Support for the AQUATOX Model (2012):** Project Manager to assist US-EPA OST in making improvements and provide general model support for the AQUATOX ecological model. Worked with sub-consultant Warren Pinnacle to develop a QAPP, make minor changes to model, utilities, graphical user interface, and data libraries to complete the latest version (3.1) with associated user and technical manuals.

### Charles River Watershed Association, Weston, MA

#### **Pilot Online Trading Program for Phosphorous in Stormwater, Bellingham and Franklin, MA:**

Developed an online trading program for stormwater phosphorus in the towns of Bellingham, Franklin, and Milford, MA. The online system allows users to log on, view their site conditions, estimate simple stormwater designs and costs, submit final designs for credit, find other sites with excess credits willing to trade, and track performance over time in terms of phosphorus removal.

**Subbasin Stormwater Retrofit, Charles River Watershed, MA:** Worked with multi-disciplinary team in retrofitting a one-square-mile subbasin to remove phosphorus in stormwater in compliance with a phosphorus TMDL. Used GIS to site stormwater best management practices (BMPs), then field-verified sites and designed most appropriate controls for each site. Developed a simple spreadsheet approach to size BMPs, calculated subbasin removal efficiency and estimated costs. Optimization was used to find the least cost solutions.

**Upper/Middle Charles Total Maximum Daily Load (TMDL) Project:** Developed an HSPF water quality model for the Upper/Middle Charles River watershed that was used to estimate loads for a nutrient TMDL. Provided full project oversight: managed project; developed sampling design and QAPP; installed streamflow monitoring systems; assisted with water quality sampling, river reach cross-section surveying, pond bathymetric/sediment surveys, and aquatic plant assessment; used GIS and custom Fortran programs to prepare data for model input; setup modeling and assisted with calibration; assisted TAC with scenario development; analyzed model scenario output and automated graphical output (~450 charts); attended public meetings, and prepared final report.

### **PROFESSIONAL EXPERIENCE**

Horsley Witten Group, Inc., Senior Scientist/ Engineer, December 2011 to present

Charles River Watershed Association, Senior Engineer/ Watershed Modeler, 2000 to 2011

Soil and Water Engineering, Gainesville, Florida, Senior Engineer, 1995 to 2000

Agric. Engineering Dept., Univ. of Florida, Visiting Assistant, 1992 to 1995

Agric. Engineering Dept., Univ. of Florida, Post-Doctoral Associate, 1989 to 1992

Newburyport

Sandwich

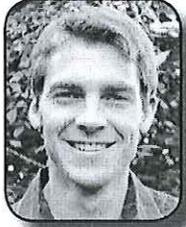
Providence

Boston



## Kristopher M. Houle, PE

Project Engineer



### Areas of Expertise

- Civil Engineering
- Stream Restoration
- Stormwater Management
- Watershed Planning & Assessment
- Low Impact Design
- Environmental Engineering
- Site Design
- Hydrologic & Hydraulic Modeling
- Geographic Information Systems
- Surveying
- Soil Evaluation

### Professional Registrations

- Professional Civil Engineer, Massachusetts, 2012 (#49914)
- Certified Soil Evaluator, Massachusetts, 2012, (#SE13584)
- Certified Pervious Concrete Technician, NNECPA, 2007

### Academic Background

Master of Science, Civil Engineering, University of New Hampshire

Bachelor of Science, Civil and Environmental Engineering, Worcester Polytechnic Institute

### REPRESENTATIVE PROJECTS

#### **Willand Pond Watershed Improvements, Dover and Somersworth, NH:**

Willand Pond is a natural, spring-fed pond that is impaired by excessive nutrients and poor flushing, which has contributed to large cyanobacteria blooms. Kris designed and assisted with GIS land-use modeling of several stormwater retrofit improvement to address the water quality impairments, altered hydrology, and localized flooding.

#### **Fuller Brook Park Restoration, Wellesley, MA:**

Project Engineer for the restoration of a two mile long reach of a suburban impaired stream/ wetland system in a historic park setting. Primary design components include stream relocation for sewer main protection, hard and soft stream bank stabilization measures, log and rock vane flow diversion structures, stormwater treatment facilities, wetland replication, and invasive species management. Kris is currently managing the construction of this project.

#### **Hydraulic Analysis and Culvert Assessment, Five Corners Brook, Lee, NH**

**(pre-HW):** Employed Rosgen geomorphic classification methods to investigate restoration potential for an unstable, undersized stream-culvert network. Developed a HEC-RAS model of the reach to evaluate riverine design alternatives that met stream simulation and fish passage requirements.

#### **MassDOT Route 116 Retaining Wall Replacement and South River Improvements,**

**Conway, MA:** Currently providing construction administration and serving as the MassDOT approved on-site fluvial geomorphologist to facilitate the construction of various river restoration measures, including log jams, boulder deflectors, and other habitat features. Kris has been working directly with MassDOT, MA DFG, and J.H. Maxymillian Contracting during the construction period which will continue through 2015.

#### **Ipswich Mills Dam Partial Feasibility Study, Ipswich, MA:**

Project Engineer on a hydrologic & hydraulic investigation for the removal of the historic Ipswich Mills Dam. The project included a structural analysis of how the dam removal would impact the foundation of an abutting industrial building.

#### **Ten Mile River Restoration, Attleboro, MA:**

Project Engineer on an urban river walk, river restoration, and bank stabilization project. Kris led the riverine survey, HEC-RAS analysis, and design phases of the project. Primary design features included log and rock vane flow-diversion structures, coir roll bank stabilization, a kayak launching area, invasive species management, and native restoration plantings. Phase I construction was completed in 2012 and Phase II construction will begin in 2015.

#### **Salt Marsh Restoration and Culvert Replacement, Red River Beach, Harwich,**

**MA:** Project Engineer on a hydrologic and ecological restoration project for a salt marsh system severely restricted by undersized culverts. Kris provided full-time construction oversight for the installation of two concrete box culverts and associated dune restoration measures. Kris also led all coastal modeling for the design and alternatives analysis.

#### **Aberjona River/ Davidson Park Restoration, Winchester, MA:**

Project Engineer for a river restoration project intended to improve a historic park with sedimentation and flooding concerns. Kris prepared three design concepts that presented alternatives ranging from a naturally-restored riverine corridor to a historic park setting with a pond, pedestrian path, and habitat viewing areas. Kris led the field reconnaissance, site survey, HEC-RAS hydraulic modeling, sediment characterization, and dredging design.

## Moonlight Brook Sole Source Justification

May 29, 2015

The Horsley Witten Group (HW) with the Project Lead, Robert Roseen, PHD., PE is uniquely qualified to conduct the Moonlight Brook Study. Dr. Roseen was the watershed modeling technical lead for numerous critical predecessor projects to the Moonlight Brook Study. Without the intimate project knowledge and familiarity with the study area, and various model components (3), the proposed project could not be conducted comparably for scope or budget. Two critical predecessor projects in Newmarket<sup>1,2</sup> provide an intimate knowledge and understanding of the connection of the study area to the upper watershed. This includes familiarity with project products and the flood and hydrologic models that were developed under Dr. Roseen's direction while director at the UNH Stormwater Center<sup>3</sup>. The watershed modeling analysis of LID used an approach studied in the Lamprey project and further refined under Roseen's direction to evaluate hydrologic response from LID retrofitting at a subwatershed scale by both watershed modeling and field monitoring<sup>4</sup>. Rich Claytor, HW President, is a lead author in the development of the concept of impervious cover in relation to habitat health<sup>5</sup> which now serves as the basis for many of the nation's stormwater regulatory measures and efforts proposed in Moonlight Brook. Of additional significance, Dr. Roseen directed a recent green infrastructure optimization study<sup>6</sup> where he led the design and development of the method and tools, which are critical to the Moonlight Brook project. Lastly, a follow up study in the Lamprey River watershed and Newmarket, for which Roseen is a Co-Principal Investigator, beginning in the Fall 2015, will have important connections<sup>7</sup>.

Dr. Roseen is a Practice Leader at the Horsley Witten Group located in Newburyport, MA. He was the Director of the UNHSC from 2004-2012. Dr. Roseen has conducted numerous studies examining the flooding impacts of both land use and climate change and the role of green infrastructure in building community resiliency. Rob has led the technical analysis of numerous studies examining land use and

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<sup>1</sup> Wake, C. P., Miller, S., Roseen, R., Scholz, A., Rubin, F., Simpson, M., Sinnott, C., Peterson, J., and Townson, L. (2013). "Assessing the Risk of 100-year Freshwater Floods in the Lamprey River Watershed of New Hampshire Resulting from Changes in Climate and Land Use." University of New Hampshire, Durham, NH.

<sup>2</sup> National Sea Grant Law Center project titled "New Floodplain Maps for a Coastal New Hampshire Watershed and Questions of Legal Authority, Measures and Consequences

<sup>3</sup> Scholz, A., Roseen, R. M., Ballesterio, T. P., and Wake, C. (2011). "Consequences Of Changing Climate And Land Use To 100-Year Flooding In The Lamprey River Watershed Of New Hampshire," MS in Water Resources Civil Engineering, University of New Hampshire, Durham, NH.

<sup>4</sup> Hlas, V., Roseen, R., Schueler, T., Houle, J. J., Ballesterio, T., Voorhees, M., and Puls, T. (2013). "Impervious Cover Reduction and Ecosystem Response," MS Civil Engineering, Water Resources, University of New Hampshire Stormwater Center,, Durham, NH.

<sup>5</sup> Schueler, T., and Claytor, R. "Impervious cover as a urban stream indicator and a watershed management tool." Effects of Watershed Development and Management on Aquatic Ecosystems, 513-529.

<sup>6</sup> Roseen, R., Watts, A., Bourdeau, R., Stacey, P., Sinnott, C., Walker, T., Thompson, D., Roberts, E., and Miller, S. (2015). "Water Integration for Squamscott Exeter (WISE), Preliminary Integrated Plan, Draft Technical Report." Geosyntec Consultants, University of New Hampshire, Rockingham Planning Commission, Great Bay National Estuarine Research Reserve, Consensus Building Institute, Portsmouth, NH.

<sup>7</sup> Wake, C., Roseen, R., Rubin, F., and Peterson, J. (2013). "Analysis and Communication of Flood Damage Cost Avoidance in the Lamprey River Watershed." NH Seagrant, University of New Hampshire, Durham, NH.

climate change impacts upon municipal flooding and studying the role of Green Infrastructure as a municipal adaptation measure for a climate adaptation planning effort in Exeter, NH.

Horsley Witten is a regional leader in water resources planning and stormwater management. HW's watershed protection plans and stormwater designs have been implemented to meet a wide variety of objectives, including, flood reduction, pollutant load reduction, wetland protection, habitat restoration, and groundwater protection. HW has designed dozens of low impact development and green infrastructure systems though the northeast and elsewhere. HW has also developed engineering designs and specifications for the retrofitting of existing infrastructure (e.g., outfalls, culverts, and along roadways) for both private and public clients. Our staff has previously worked for the Center for Watershed Protection (Maryland) including as one of the pioneers of LID as Principal Engineer<sup>8</sup>, and the University of New Hampshire Stormwater Center, both nationally recognized programs at the forefront of developments in stormwater treatment practices and management.

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<sup>8</sup> Claytor, R. A., and Schueler, T. R. (1996). Design of Stormwater Filtering Systems, Center for Watershed Protection, Silver Spring, MD.

## Kathy Castle

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**From:** Couture, Steve [Steven.Couture@des.nh.gov]  
**Sent:** Thursday, June 11, 2015 12:08 PM  
**To:** Diane Hardy  
**Cc:** Robert Roseen; Howard, Kirsten  
**Subject:** FW: FW: Moonlight Brook Study

Diane-

You have approval to move forward.

Steve

**From:** Rebecca Newhall - NOAA Federal [mailto:rebecca.newhall@noaa.gov]  
**Sent:** Thursday, June 11, 2015 12:05 PM  
**To:** Couture, Steve  
**Subject:** Re: FW: Moonlight Brook Study

Steve -

This looks good. You are good to move ahead.

- Becca

Becca Newhall  
Northeast Regional Liaison  
Office for Coastal Management  
978-281-9237

On Thu, Jun 11, 2015 at 11:53 AM, Couture, Steve <[Steven.Couture@des.nh.gov](mailto:Steven.Couture@des.nh.gov)> wrote:

Becca,

Please see this request relevant to FFY13 Task 306-21. NHDES is supportive of the request and would like to move forward with Newmarket for their sole source subcontract. Please let me know if Task 306-21 can move forward with a sole source subcontract as requested. If approved, I can request a copy of the contract and submit to you for your records.

Steve

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**From:** Diane Hardy [mailto:dhardy@newmarketnh.gov]  
**Sent:** Thursday, June 11, 2015 11:44 AM  
**To:** Couture, Steve

**Cc:** 'Robert Roseen'  
**Subject:** Moonlight Brook Study  
**Importance:** High

Hi Steve,

Please forgive me for not getting back to you sooner.

I have attached the justification for entering into a sole source contract with Rob Roseen for this project. Also, attached is his proposal.

We would appreciate your forwarding this to your NOAA contact for their approval.

With your approval, we anticipate that this will be on the Town Council agenda at their meeting on July 1, 2015 to authorize the signing of the contract, with work to start immediately thereafter.

We appreciate your support and assistance with this request. We are excited to work with you on this project.

Sincerely,

Diane Hardy

*Diane Hardy*

Diane Hardy, AICP

Newmarket Town Planner

186 Main Street

Newmarket, NH 03857

(603) 659-8501 X 1315

(603) 659- 8508 (Fax)



The State of New Hampshire  
**DEPARTMENT OF ENVIRONMENTAL SERVICES**

*Cathy Colletti*



**Thomas S. Burack, Commissioner**

January 15, 2015

Her Excellency, Governor Margaret Wood Hassan  
 and The Honorable Council  
 State House  
 Concord, NH 03301

APPROVED G & C

DATE 3/13/15  
 ITEM # 33

REQUESTED ACTION

Authorize the Department of Environmental Services to award a grant to the Town of Newmarket (VC #177449), Newmarket, NH, in the amount of \$57,793 to analyze flood risk and design practices that simultaneously reduce flooding and pollution in the Moonlight Brook Watershed, effective upon Governor and Council approval through June 30, 2016. 100% Federal Funds.

Funding is available in the account as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified. Funding for FY 2016 is contingent upon continuing appropriation and availability of funds.

03-44-44-442010-3642-72-500574	<u>FY 2015</u>	<u>FY 2016</u>	<u>Total</u>
Dept. Environmental Services, Coastal Zone Management, Grants – Federal	\$19,650	\$38,143	\$57,793

EXPLANATION

The New Hampshire Coastal Program (NHCP) issued a request for letters of intent (LOI) for potential coastal resilience technical assistance projects in the fall of 2014. The LOIs were used to select applicants with projects warranting further development, who were then asked to develop full scopes of work with Coastal Program staff. Eight eligible LOIs were received and ranked based on selection criteria, which included how closely the project aligned with: informing communities about the threats of coastal hazards; developing projects that reduce future damage from coastal hazards; and implementing projects that have been identified in a polluted runoff management plan. Three LOIs were selected to develop full scopes of work for funding, including the LOI submitted by the Town of Newmarket. A scoring matrix that includes a list the staff who participated in the LOI review, along with their titles and level of experience, is provided as attachment B.

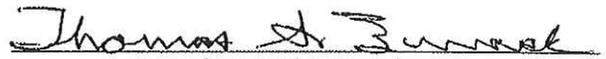
The purpose of this project is to build climate resilience by reducing flood risk while simultaneously reducing pollutant load into Moonlight Brook and further downstream. The proposed project area is the Moonlight Brook Watershed in Newmarket, which drains developed and

undeveloped portions through downtown and into the Lamprey River, a tidally influenced river that ultimately drains into Great Bay. Moonlight Brook crosses several town roads and a railroad bed before entering a culvert located beneath State Route 108 and local streets. This area is subject to frequent flooding. Funding will be used by the project team to: 1) study flood risk as well as how future development and build-out of the community affect these risks, and 2) design robust green infrastructure practices to help reduce risk of flooding while at the same time reducing pollutant load into the Moonlight Brook and further downstream into the Lamprey River and Great Bay. Additionally, a public workshop will be held with community members to summarize the project findings and the importance of building resiliency in the community.

Total project costs are budgeted at \$ 115,586.00. DES will provide \$57,793.00 of the project costs through a federal grant. The Town will provide \$57,793.00 in matching funds.

In the event that Federal Funds become no longer available, General Funds will not be requested to support the project. This agreement has been approved by the Office of the Attorney General as to form, execution and content.

We respectfully request your approval.

  
Thomas S. Burack, Commissioner

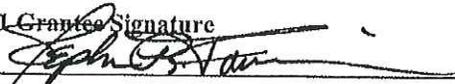
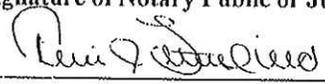
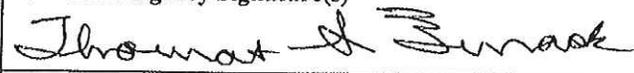
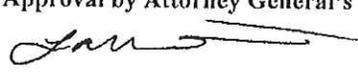
## GRANT AGREEMENT

Subject: Building Resilience to Flooding and Climate Change in the Moonlight Brook Watershed—Town of Newmarket

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

### GENERAL PROVISIONS

#### 1. IDENTIFICATIONS AND DEFINITIONS

<b>1.1 State Agency Name</b> Department of Environmental Services		<b>1.2 State Agency Address</b> PO Box 95 Concord, NH 03302-0095	
<b>1.3 Grantee Name</b> Town of Newmarket		<b>1.4 Grantee Address</b> 186 Main Street Newmarket, NH 03857	
<b>1.5 Effective Date</b> Upon G&C approval	<b>1.6 Completion Date</b> June 30, 2016	<b>1.7 Audit Date</b> N/A	<b>1.8 Grant Limitation</b> \$57,793
<b>1.9 Grant Officer for State Agency</b> Catherine Coletti, NH Coastal Program		<b>1.10 State Agency Telephone Number</b> 603-559-0024	
<b>1.11 Grantee Signature</b> 		<b>1.12 Name &amp; Title of Grantee Signor</b> Steve Fournier, Town Administrator	
<b>1.13 Acknowledgment: State of New Hampshire, County of Rockingham</b> On <u>12 / 22 / 2014</u> , before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> (Seal) 		<b>TERRI J. LITTLEFIELD</b> NOTARY PUBLIC STATE OF NEW HAMPSHIRE My commission expires April 17, 2018	
<b>1.13.2 Name &amp; Title of Notary Public or Justice of the Peace</b> Terri J. Littlefield, Notary Public			
<b>1.14 State Agency Signature(s)</b> 		<b>1.15 Name/Title of State Agency Signor(s)</b> Thomas S. Burack, Commissioner	
<b>1.16 Approval by Attorney General's Office (Form, Substance and Execution)</b> By:  Attorney, On: <u>2/11/2015</u>			
<b>1.17 Approval by the Governor and Council</b> By: _____ On: <u> / /</u>			

2. **SCOPE OF WORK.** In exchange for grant funds provided by the state of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-O, the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being referred to as "the Project").

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the state of New Hampshire.

4. **EFFECTIVE DATE; COMPLETION OF PROJECT.**

4.1 This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "the Effective Date").

4.2 Except as otherwise specifically provided for herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").

5. **GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.**

5.1 The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.

5.2 The manner of, and schedule of payment shall be as set forth in EXHIBIT B.

5.3 In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4 The payment by the State of the Grant amount shall be the only, and the complete, compensation to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5 Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.**

In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.

7. **RECORDS AND ACCOUNTS.**

7.1 Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2 Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records or personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.

8. **PERSONNEL.**

8.1 The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2 The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform such Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3 The Grant officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. **DATA; RETENTION OF DATA; ACCESS.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed 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.

9.2 Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3 No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4 On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5 The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. **CONDITIONAL NATURE OR AGREEMENT.**

Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. **EVENT OF DEFAULT; REMEDIES.**

11.1 Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 failure to perform the Project satisfactorily or on schedule; or

11.1.2 failure to submit any report required hereunder; or

11.1.3 failure to maintain, or permit access to, the records required hereunder; or

11.1.4 failure to perform any of the other covenants and conditions of this Agreement.

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

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

11.2.2 give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement

and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and 11.2.3 set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

**12. TERMINATION.**

12.1 In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4 Notwithstanding anything in this Agreement to the contrary, either the State or except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

**13. CONFLICT OF INTEREST.** No officer, member or employee of the Grantee and no representative, officer of employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

**14. GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement, the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

**15. ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.

**16. INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or admissions of the Grantee of Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

**17. INSURANCE AND BOND.**

17.1 The Grantee shall, at its sole expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the

benefit of the State, the following insurance:

17.1.1 statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

17.2 The policies described in subparagraph 18.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice has been received by the State.

**18. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

**19. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

**20. AMENDMENT.** This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.

**21. CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

**22. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**23. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

**Exhibit A  
Scope of Services**

The Town of Newmarket will perform the following tasks as described in the detailed task description titled "~~Building Resilience to Flooding and Climate Change in the Moonlight Brook Watershed~~" and submitted October 31, 2014:

**Project Planning**

- 1) **Meeting** to kick off the project and set up the project plan.

**Program Delivery**

- 2) **Data collection** – working with the Strafford Regional Planning Commission (SRPC), obtain available GIS or equivalent data of stormwater infrastructure, land use, soils and impervious cover.
- 3) **Topographic survey** of site specific information in Moonlight Brook watershed of cross sections, road spot elevations and culvert crossings including elevation, location, geometry and diameter.
- 4) **Watershed model development** will include updating the existing HEC-HMS and HEC-RAS models to include site specific topographic survey information and data collected through SRPC.
- 5) **Perform a build-out analysis** to determine the likely development level in the watershed in years 2050 and 2100 or full build out, whichever occurs first based on population projections.
- 6) **Resiliency analysis** will include modification of the watershed model to include the build out analysis and estimate the extent of flooding due to build out and future climate change projects. The analysis will compare the current condition to future risks along Moonlight Brook and the associated stormwater infrastructure.
- 7) **Climate Adaptation Plan** will be prepared to detail strategies necessary to address projected increases in flood flow from future climate change and build out scenarios.
- 8) **Green infrastructure design** of one structural improvement recommended in the Climate Adaptation Plan. The design will include construction drawings, specifications, operation and maintenance plan and a bid package sufficient to bring to construction.

**Program Operations**

- 9) **Communication** between Town and Consultant on a bi-weekly basis.
- 10) **Presentation of preliminary results:** The Project team will conduct team meetings to present draft results following Task 4 (watershed model development), Task 5 (build-out analysis), and Task 6 (resiliency analysis).
- 11) **Design meetings:** The Project Team will conduct two meetings during the development of the green infrastructure designs.

**End of Program**

- 12) **End-of-program presentation of final results and recommendations:** The Project Team will meet to discuss the final results of the analysis, and the resulting plan and recommendations.

13) **Public Outreach Workshop:** The Project Team will conduct one (1) workshop with community members to summarize the project findings and the importance of building resiliency in the community.

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**Additional Requirements:**

**Funding Credit:** All work products intended for public distribution, including websites, flyers, newsletters, signage etc., shall include the logos of the sponsoring agencies as follows: NOAA, NHCP, and NHDES. Additionally, all work products intended for public distribution shall include the following funding credit statement: "This project was funded, in part, by NOAA's Office for Coastal Management under the Coastal Zone Management Act in conjunction with the NH Department of Environmental Services Coastal Program."

**Progress Reports:** Prepare and submit three (3) electronic semi-annual Progress Reports to NHCP in .pdf format. The first progress report shall summarize project activity during the period from the start of the project through June 30, 2015 and is due by July 13, 2015. The second progress report shall summarize project activity during the period July 1, 2015 to December 31, 2015 and is due by January 11, 2016. These progress reports should be concise and should not exceed a couple of paragraphs.

**Final Report:** Prepare and submit a Final Report to NHCP by July 15, 2016. An electronic copy of the Final Report shall be submitted in .pdf format. The final report shall describe all project activity and shall include a summary of project costs. The funding credit language quoted in "Funding Credit" above shall appear on the final report along with the logos of sponsoring agencies (NHDES, NHCP & NOAA).

**Exhibit B**  
**Method of Payment and Contract Price**

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

Reimbursement requests for program costs shall be made by the Grantee using a payment request form as supplied by State, which shall be completed and signed by the Grantee. The payment request form shall be accompanied by proper supporting documentation in the amount of each requested disbursement and required matching funds. Documentation of reimbursable and matching costs may include invoices for supplies, equipment, services, contractual services, and a report of personnel, travel and indirect costs. For projects that demonstrate progress solely through the submission of interim progress reports, payments shall be made upon receipt, review and approval of the interim progress report and accompanying payment request form. Pre-agreement costs may be reimbursed or counted as matching funds as long as those costs were incurred within the effective period of the federal grant and after State approval of the project. The Grantee must request prior written approval from the State to incur pre-agreement costs. Payments shall be made to the Grantee no more frequently than monthly.

The total reimbursement shall not exceed the grant award of \$57,793. Matching funds provided by the Grantee shall total at least \$57,793 of non-federal cash and in-kind services.

**Exhibit C**  
**Special Provisions**

~~Subparagraph 1.7 of the General Provisions shall not apply to this Agreement.~~

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

In addition to the General Provisions of Paragraph 1 through 23, the following provisions as required by federal regulations apply to this Agreement:

I) ***Nondiscrimination.*** The Grantee shall comply with 15 CFR part 8 which prohibits discrimination under any program or activity receiving DOC assistance on the basis of race, color, national origin, gender or handicap, and 15 CFR part 20 which prohibits discrimination based on age.

II) ***Financial management.*** The Grantee shall comply with 15 CFR part 24.20 and the specific standards regarding financial reporting, accounting records, internal control, budget control, allowable cost, source documentation, and cash management outlined therein.

III) ***Allowable costs.*** All costs charged to this Agreement shall be eligible, necessary, and reasonable for performing the tasks outlined in the approved project scope of services. The costs, including match, shall be incurred during the period of performance of the project, and shall be allowable, meaning that the costs must conform to specific federal requirements detailed in 15 CFR part 24.22; and OMB Circular A-87.

IV) ***Matching funds.*** All matching funds contributed by the Grantee shall conform to the same laws, regulations, and grant conditions as the federal funds in the Agreement and referenced in 15 CFR part 24.24 and OMB Circular A-87.

V) ***Property Management.*** The Grantee shall comply with the property management and procedures detailed in 15 CFR part 24.32 and 15 CFR part 24.33.

VI) ***Debarment and Suspension.*** The grantee shall comply with 15 CFR part 26. By signing and submitting the Agreement, the Grantee certifies that they have not been debarred or suspended by a government agency. The Grantee will not make any award or permit any award (subgrant or subcontract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

VII) ***Procurement.*** When purchasing goods or services with grant or match funds, the Grantee shall comply with procurement regulations as detailed in 15 CFR part 24.36 which include procurement standards, competition, methods of procurement, contract cost and price, agency review, bonding requirements, and contract provisions.

a. Assignment of Subcontracts. The Contractor shall not assign, or otherwise transfer any interest

in this contract without the prior written consent of the Contract Owner and the State.

b. Subcontracts. The Contractor shall:

- i. Ensure that every subcontract includes provisions for compliance with Federal and State standards applicable to the contract;
- ii. Ensure that every subcontract includes any clauses required by Federal statute and executive orders and their implementing regulations; and
- iii. Ensure that subcontractors are aware of requirements imposed upon them by State and Federal statutes and regulations.

VIII) **Participation by Disadvantaged Business Enterprises.** The Grantee shall comply with the terms of 15 CFR part 24.36(e), which requires that organizations conduct a competitive procurement process making a good faith effort to utilize goods and services provided by disadvantaged businesses.

IX) **New Restrictions on Lobbying: Interim Final Rule.** The Grantee shall comply with the terms of 15 CFR part 28 and OMB Circular A-87 which prohibit the use of federal grant funds to influence (or attempt to influence) a federal employee, and requires the submission of Standard Form LLL ("Disclosure of Lobbying Activities") if nonfederal funds have been used to influence (or attempt to influence) a federal employee.

X) **Drug-Free Workplace.** The Grantee shall comply with the terms of 15 CFR part 26 which require that as a condition of the Agreement, certification that they maintain a drug-free workplace. By signing and submitting the Agreement, the Grantee certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity associated with the Agreement.

XI) **Bonding requirements.** For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold (currently \$100,000), the minimum requirements shall be as follows:

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

XII) **Federal Funding Accountability and Transparency Act (FFATA).** The Grantee shall comply with the terms of the FFATA by providing DES with their Data Universal Numbering System (DUNS) number, and all applicable Executive Compensation Data information as required under the FFATA. The Grantee's DUNS number is 037699121.

CERTIFICATE OF AUTHORITY

I, Terri Littlefield, Town Clerk of Newmarket, New Hampshire do hereby certify that:

- (1) at the Town Meeting held on the 12<sup>th</sup> of May 1998 the Town voted to authorize the Town to apply for, accept and expend money from state, federal, or other governmental unit or a private source which becomes available during the year in accordance with the procedures set forth in New Hampshire law;
- (2) at the regular meeting on 17<sup>th</sup> day of December, 2014 the Town Council voted to accept federal funds and enter into a contract with the New Hampshire Department of Environmental Services. The Town Council further authorized the Town Administrator to execute any documents which may be necessary to effectuate this contract;
- (3) the Town of Newmarket warrants that this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remain in full force and effect as of the date hereof; and
- (4) the following person has been appointed to and now occupies the office indicated under item (2) above:

Steve Fournier, Town Administrator

IN WITNESS WHEREOF, I have hereunto set my hand as the Town Clerk of Newmarket, New Hampshire this 22<sup>nd</sup> day of December, 2014.

  
 \_\_\_\_\_  
 Terri Littlefield, Town Clerk

My Commission expires: March 10, 2015

State of New Hampshire  
County of ROCKINGHAM

On this 22nd day of December, 2014, before me, Donna Dugal the undersigned officer, personally appeared Terri Littlefield who acknowledged herself to be the Town Clerk of Newmarket New Hampshire, and that she as such Town Clerk, being authorized to do so, executed the foregoing instrument for the purpose therein contained.

In witness whereof I hereunto set my hand and official seal.

(Seal) DONNA DUGAL  
 NOTARY PUBLIC  
 STATE OF NEW HAMPSHIRE  
 My commission expires Feb 22, 2017

  
 \_\_\_\_\_  
 Justice of the Peace/Notary Public  
 Commission Expiration Date: 2-22-17



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) 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, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> 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 Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> 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 Primex<sup>3</sup>. 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.

<b>Participating Member:</b> Town of Newmarket 186 Main Street Newmarket, NH 03857		<b>Member Number:</b> 255	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624		
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:		
<input checked="" type="checkbox"/> <b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2014	7/1/2015	Each Occurrence	\$ 5,000,000	
			General Aggregate	\$ 5,000,000	
			Fire Damage (Any one fire)	\$	
			Med Exp (Any one person)	\$	
<input checked="" type="checkbox"/> <b>Automobile Liability</b> Deductible    Comp and Coll: \$1,000  <input type="checkbox"/> Any auto	7/1/2014	7/1/2015	Combined Single Limit (Each Accident)	\$5,000,000	
			Aggregate	\$5,000,000	
<input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>	1/1/2014	1/1/2015	<input checked="" type="checkbox"/> Statutory		
	1/1/2015	1/1/2016	Each Accident	\$2,000,000	
			Disease - Each Employee	\$2,000,000	
			Disease - Policy Limit	\$	
<input checked="" type="checkbox"/> <b>Property (Special Risk includes Fire and Theft)</b>	7/1/2014	7/1/2015	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000	
<b>Description:</b> Proof of Primex Member coverage only.					

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> - NH Public Risk Management Exchange</b>
NH Department of Environmental Services P.O. Box 95 Concord, NH 03302			<b>By:</b> Tammy Denver
			<b>Date:</b> 1/6/2015    tdenver@nhprimex.org Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax

Attachment A

Budget Estimate

Item	Federal (NHCP)	Match	Match Type	Total
Personnel				
Fringe				
Equipment				\$
Travel				\$
Supplies				\$
Contractual- engineering firm	\$ 57,793	\$57,793	Cash	\$115,586
Construction				\$
Other - Volunteers				\$
Indirect				
<b>Totals</b>	<b>\$ 57,793</b>	<b>\$ 57,793</b>		<b>\$ 115,586</b>

Attachment B

Grant Scoring Matrix

	Rockingham Planning Commission	UNH-Cooperative Extension	UNH-Stormwater Center	Trout Unlimited	The Nature Conservancy	Town of Exeter	Town of Newmarket	Town of Dover
Reviewer "A"	85	95	90	85	100	95	92.5	80
Reviewer "B"	85	95	86.5	65	75	80	80	70
Reviewer "C"	80	93.5	82.5	74	87	90	90	82.5
Reviewer "D"	82	92.5	87.5	72.5	90	88	88	74.5
Reviewer "E"	78.5	86.5	77.5	71	86	87.5	80.5	67
Reviewer "F"	62.5	84.5	64.5	58	71	54	64	61
Reviewer "G"	86.5	98	87	81	97.5	83	92	73.5
Reviewer "H"	78.5	95.5	97	79.5	98	97.5	96	74.5
Reviewer "I"	71.5	90	78.5	74.5	90.5	86	86	77
AVERAGE	78.8	92.3	83.4	73.4	88.3	84.6	85.4	73.3
RANK	6	1	5	7	2	4	3	8

Review Team Members:

Steve Couture, Coastal Program Manager, 15 years of experience in environmental planning and grants management

Rebecca Newhall, Northeast Regional Liaison, NOAA Office for Coastal Management, 12 years of experience in grants management

Chris Williams, Federal Consistency Coordinator, 15 years of regulatory and coastal management experience

Cathy Coletti, Communications and Grants Coordinator, 12 years of communications and regional planning experience

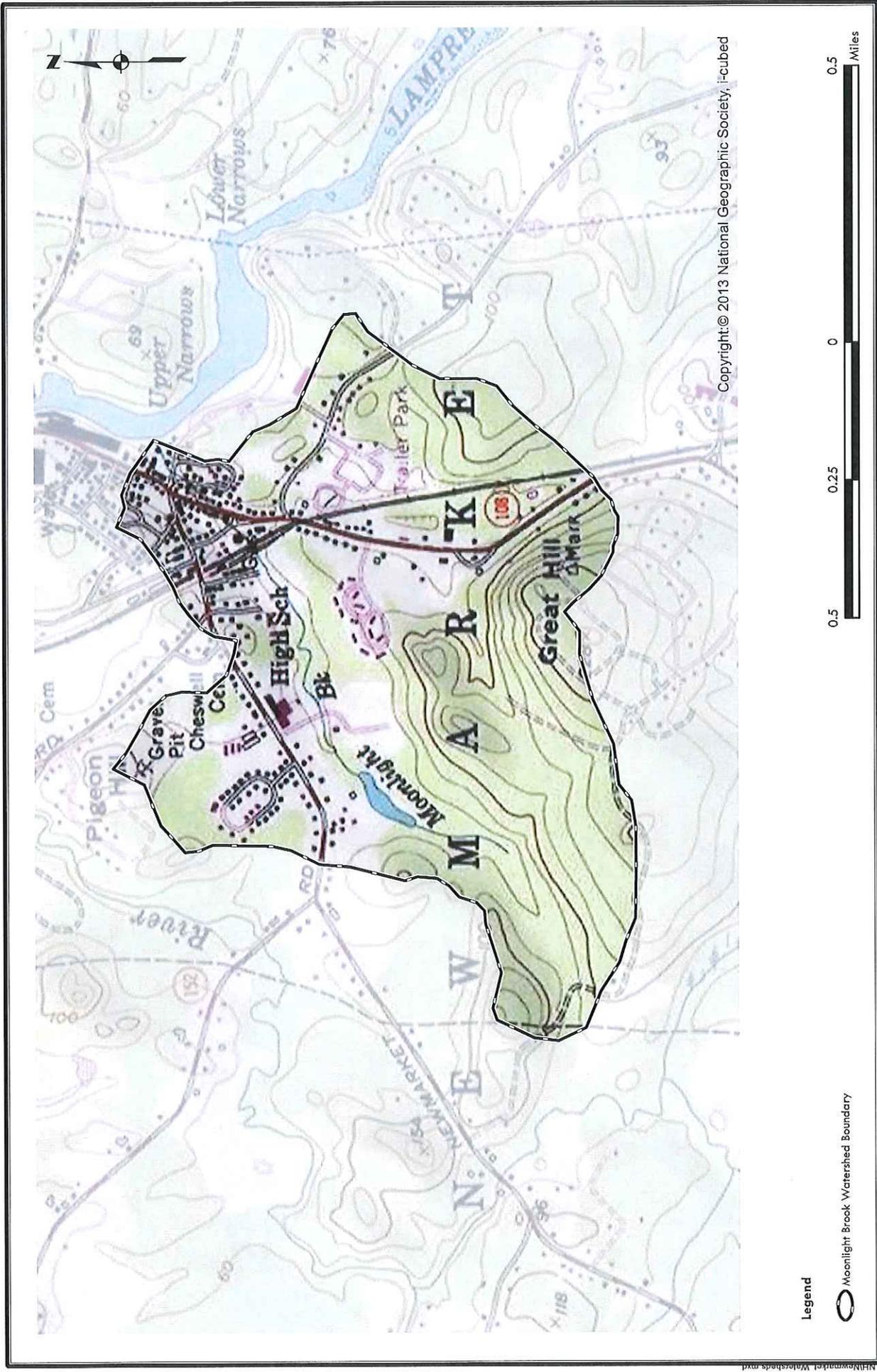
Kevin Lucey, Restoration Coordinator, 12 years experience with environmental assessment, project management, and watershed restoration

Kirsten Howard, Coastal Management Fellow, 5 years coastal policy and management and resiliency experience

Sally Soule, Coastal Watershed Supervisor, 20 years experience in water quality project implementation and management

Barbara McMillan, Watershed Outreach Coordinator, 20 years experience in environmental planning, project management and outreach

Rachel Rouillard, Director, Piscataqua Region Estuaries Partnership, 15 years experience in environmental program management



**MOONLIGHT BROOK WATERSHED  
TOWN OF NEWMARKET, NEW HAMPSHIRE**

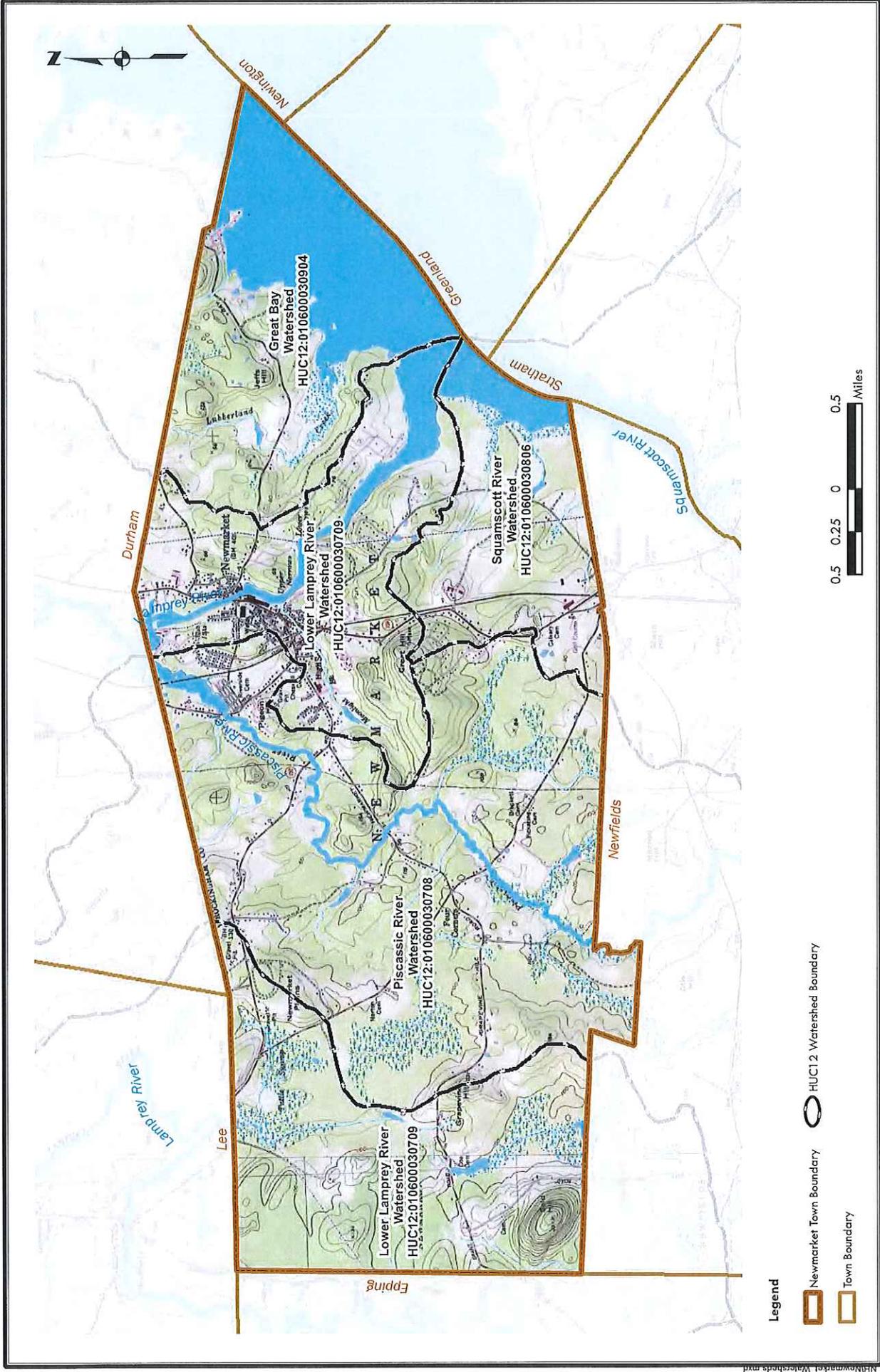
Figure 2

Town of Newmarket  
New Hampshire  
11/7/2014



**Geosyntec**  
consultants  
corporatescienceslaboratory

ACTON, MASSACHUSETTS



**HUC12 WATERSHED BOUNDARIES**  
**TOWN OF NEWMARKET, NEW HAMPSHIRE**

Figure 1

CHARTERED JANUARY 1, 1991

FOUNDED DECEMBER 15, 1727



**TOWN OF NEWMARKET, NEW HAMPSHIRE**  
**By the Newmarket Town Council**  
**Resolution #2014/2015-66**

**Authorizing the Town Administrator to Enter Into an Agreement with Tri State Curb for Granite Curb Stone for Bennett Way**

**WHEREAS**, the Town of Newmarket solicited for written quotes for granite curb stone for Bennett Way, and

**WHEREAS**, two qualified New Hampshire suppliers submitted proposals, and

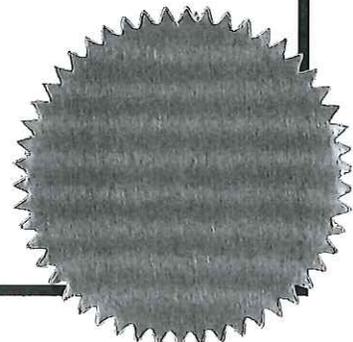
**WHEREAS**, after evaluating the proposal the Public Works Director recommends the proposal submitted by Tri State Curb for 1,500 LF at \$16.80 per LF, for a grand total of \$25,200.

**NOW, THEREFORE BE IT RESOLVED**, that the Newmarket Town Council does approve the Town Administrator to enter into an agreement with Tri State Curb for granite curb stone, not to exceed twenty-five thousand and two hundred dollars (\$25,200).

First Reading:	June 17, 2015
Second Reading:	July 1, 2015
Third Reading:	July 15, 2015
Approval:	July 15, 2015

Approved: \_\_\_\_\_  
Philip Nazzaro, Chairman Newmarket Town Council

A True Copy Attest: \_\_\_\_\_  
Terri Littlefield, Town Clerk.





TOWN OF NEWMARKET, NEW HAMPSHIRE  
OFFICE of the TOWN ADMINISTRATOR

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INTEROFFICE MEMORANDUM

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**TO:** TOWN COUNCIL  
**FROM:** STEVE FOURNIER, TOWN ADMINISTRATOR   
**SUBJECT:** RESOLUTION 2014/2015-66 AUTHORIZING THE TOWN ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH TRI STATE CURB FOR GRANITE CURB STONE FOR BENNETT WAY  
**DATE:** 7/8/2015  
**CC:** DPW DIRECTOR

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At the July 1, 2015, the Town Council requested information regarding the purchasing of curbing for Bennett Way. Here are the answers to the two questions.

**What would the cost of installing asphalt curbing be?** Asphalt curbing costs \$4.00 a linear foot versus \$16.80 per linear foot for granite curbing. However, in order to have the curbing tie into the road the Director of Public Works is recommending a one-inch overlay of asphalt on Bennett Way. If you do not do the overlay, you are just placing asphalt curbing on old asphalt and it does not bind and will come up. The Director estimated that the asphalt curbing would cost \$6,000 and the overlay would cost \$18,000.

He indicated that the benefit of granite curbing is that it is much more durable than asphalt curbing, and will last as long as the granite lasts. Asphalt deteriorates overtime and will not last nearly as long.

**Should the developer of that area be required to put in sidewalks?** The Town Planner reviewed all of the plans, minutes and documents from the early 1980s. The planning board approved the project in 1983 and did not require the developer to install sidewalks on Bennett Way. In addition, the town accepted the road as a town road in 1983 stating that they had met all of the requirements. Later, the developer was approved to upgrade Hersey Lane and Bennett Way as part of the approval of a subdivision for Durrell Woods and Sewall Farms. In it, it required the developer to upgrade Hersey Lane to include sidewalks, but Bennett Way only had to have paved shoulders. The town planner and I agree there is no way to require a developer to install sidewalks after acceptance of the road for a project that was already developed.

## Steve Fournier

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**From:** Toni Weinstein <toniweinstein@gmail.com>  
**Sent:** Thursday, July 09, 2015 10:39 AM  
**To:** Philip Nazzaro; pnazzaro@newmarketnh.gov; Steve Fournier;  
tweinstein@newmarketnh.gov  
**Subject:** Sidewalks

Hi Phil,

I have some thoughts about the proposal for granite curbing to be discussed at the next TC meeting that I wanted to share with you. Obviously, I would prefer to discuss these with the Council in person at the meeting on Wednesday, but unfortunately due to another commitment, I cannot be there.

I support the resolution to purchase granite curbing for the sidewalks on Bennett Way. Here are some of my reasons:

1. Sidewalks are not a luxury—they are a true safety concern for pedestrians. Bennett Way is a windy road traveled by many motorists and many pedestrians including children. Sidewalks will help keep them safe and granite curbing contributes to their safety. Here's an example: Just the other day, I was walking on a sidewalk near the HS with my dog. I saw a car approaching that was veering closer and closer to the sidewalk where I was walking. Just as he passed me, he hit the the granite curbing and righted himself. Had I not been paying attention or the curbing not deterred him, there could have been a much different outcome for my day.
2. We have granite cubing on most other sidewalks in town, including sidewalks that were installed as recently as last year. What criteria is used to determine whether we use asphalt or granite? Is it based on personal preference? Based on whether or not we want to spend the funds for that part of town?
3. Sidewalks and general connectivity to downtown is repeated again and again by residents as not just a need, but a selling point for Newmarket.
4. The only other major sidewalk I can think of that does not have granite curbing is on Hersey. Again, consider the safety of the pedestrians who travel on this road—many of whom are children walking to and from school. The asphalt is almost level with the road, so there is no safety buffer.
5. Though it is unfortunate that sidewalks were not considered by town officials when these developments were originally approved, it is now this town's responsibility to ensure the safety of its residents.

Please feel free to share this with the Council. I have also cc'd Steve.

Thanks,  
Toni

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[Spam](#)  
[Phish/Fraud](#)  
[Not spam](#)  
[Forget previous vote](#)



OFFICE OF  
THE SELECTMEN

NEWMARKET,  
NEW HAMPSHIRE 03857

The Board of Selectmen hereby agree to the upgrading of approximately 1200' of Hersey Lane by the Cheney Companies, Inc. whose corporate offices are located at 74 Exeter Street in Newmarket, for the purpose of servicing the Durrell Woods and Sewell Farm Subdivisions, with the following stipulations and conditions:

1. The Cheney Companies, Inc. will cause to be erected, installed and maintained a permanent barrier to prohibit the ingress and egress of traffic from Hersey Lane. This permanent barrier is to be erected on the upper side of Bennett Way and Hersey Lane. Upon erection of said barrier, the town shall be responsible for its maintenance and shall become the property of the Town of Newmarket. Upon Planning Board approval, the Cheney Companies, Inc. will work expeditiously to complete the Bennett Way Extension-

When Bennett Way Extension is complete, the Cheney Companies, Inc. will then erect said barrier.

2. The permanent barrier will have a "T" turn-around.
3. Hersey Lane and Durrell Drive will have the following width:
  - a. 24' of paved travel way - 12' on either side of the center line
  - b. 6' of curved asphalt sidewalk on one side, which will extend from the intersection of Hersey Lane and Bennett Way to Durrell Drive/Grant Road Intersection.
  - c. The Town of Newmarket and the Newmarket School District will not bear any costs of the construction of the sidewalk.
4. Bennett Way shall be constructed to 24' of pavement with a 4' paved shoulder to one side.

Newmarket Board of Selectmen

Cheney Companies, Inc.

*Albert Caswell, Jr.*  
Albert Caswell, Jr.

*[Signature]*

*JoAnne Hauschel*  
JoAnne Hauschel

*Clare M. Langlois*  
Witness

*Edward Wojnowski*  
Edward Wojnowski

*Sept. 22, 1984*  
Date

*Clare M. Langlois*  
Witness

*Sept. 22, 1984*

*Handwritten note: Will the grant prices or permit funds to improve Hersey Lane Rd done within 9 mos of P.B. approval*

Planning Board Meeting Minutes  
September 23, 1986 - 7 p.m. Courtroom

Present- Abbott, Hodsdon, Ross, Hauschel, Popov, Casins, Dugal, Russell  
Called to order- 7:04

Agenda Item 1- Previous minutes of September 9, 1986

Hauschel- motion to accept previous minutes as read.

Popov- seconds the motion Vote- Unanimous

Agenda Item 2- Public hearing on application for a 3-lot subdivision by VMJ Enterprises, Inc on land called Norton Homestead (Shackett Property) Langs Lane.

Jarosz- We want to make 3 lots, one with the existing house and two building lots. There will be a common drive between lots 1 and 2. There will be a swale between lots 2 and 3 where there is a town culvert. We propose an easement deeded to the Town and VMJ to the area to drain the natural swale.

Hodsdon- How wide is Langs Lane?

Bloom- I don't know, I wouldn't want to guess.

Hodsdon- Will it measure on the map?

Jarosz- Between the stone walls 46 ft.

Hodsdon- The 19 ft. Drive way will be divided between lots 1 and 2

Jarosz- Yes.

Casino- You have the State approval for septic.

Jarosz- Yes, all included in the plan.

Hodsdon- There is no poorly drained soil.

Jarosz- A very small amount near the river, but the lot sizes are large enough.

Casino- I recommend acceptance of the application. Where would the easement for the water be.

Jarosz- The easement would be where ever the water flows.

Abbott- Is he in the medium or low density area?

Casino- Medium density.

Casino- Could you change the name of one of the subdivisions. The names are confusing.

Jarosz- We will change if necessary but the small subdivision shouldn't cause confusion because it will be used only for the registry for reference.

Popov- I move that we accept the application.

Dugal- seconds Vote Unanimous

Gilbert- It is a flood zone, I have to have flood insurance

Casino- It dosen't show a flood zone on this map.

Gilbert- What is the frontage requirement?

Casino- 150 ft.

Hodsdon- Are they going to redo the flood plane map.

Hauschel- they are going to hold off until the Macallen Dam is decided.

Mrs. Gilbert.- Is Mr. Jarosz going to do the building?

Jarosz- No, selling the lots.

Mrs. Gilbert- Could they be used for other than single family houses.

Jarosz- No, other than possibly a mother-in-law apartment.

Jarosz- I have submitted a copy of the easement deed for drainage.

Hodsdon- Do we need a site visit.

Dugal I am concerned with the drainage from Norton Woods. I think we should look at the situation.

Jarosz- Our drainage study was verbally approved by the state.

Hodsdon- Will there be more run off then ~~there~~ there is now?

Jaroz- There will not be much more. The state recommended an 18" culvert. There is a 12" culvert there now which is 70% plugged.

Hodsdon- Do you want a site visit Jay?

Dugal- Yes I think we should take a look.

Jarosz- I can give you the drainage figures at the site visit.

Popov- I move that we have a site visit.

Hauschel-Seconds Vote unanimous.

Hodsdon- The site visit will be on Wed. Oct. 1 at 5 p.m.

Popov- I move that we continue this hearing until Oct 28

Hauschel -I second. Vote- unanimous

Agenda Item 3-Continuation of public hearing on Alternative Design Subdivision of the Sewall Farm off Hersey Lane by Real Estate Planners, Inc. Approximately 100 acres are proposed for development of condominiums and single family house lots. Map R-4, Lot 1. continued from Aug. 26.

Langlois- The density has been changed from 166 to 159 units. The swales have been put on the site plans. Lots on 67 have been changed to duplexes near the wetlands. The state recommended not restricting the flow of water so we are using detention basins and increasing the size of the swale.

Hodsdon- We have some conservation commission members present tonight. They are Herb Richmond and Chris Schoppmeyer

Langlois- The roads will be built to 1986 standards. We have the water and sewer availability.

Casino- We have no record of the water and sewer availibility

Langlois- we now have the construction plans. We have address the request for a Conditional Use Permit. It was forwarded to Malcom for an opinion and we have not heard if he answered. I talked to Ron about road construction and water and sewer. He thought a 10% surety in additional bonding which would be \$3200.00 would be enough. The 200 ft. at the crossing would be returned to as naturally as possible.

Hodsdon- I would like to get some form to meet these conditions, some type of permit.

Schoppmeyer- This is not an extensive wetland area but the impact to the Piscassic could be extensive because of sediment.

Langlois- A package was given to the Conservation Commission in April or May of 1986. There was a G. Underwood study in the package about this.

Schoppmeyer- We are concerned with the impact on the wildlife and water for

Casino- You are concerned with the impact during construction?

Schoppmeyer- Yes, We are concerned that siltation would cause problems. The Conservation Commission would like to look at the site with Ms. Langlois.

We would like to have someone from the planning board go also.

Hodsdon- Should we vote on the Conditional Use Permit.

Langlois- You voted to approve Vince's a couple of weeks ago.

Schoppmeyer- What does the Conditional Use Permit mean?

Casino- It means they can construct the road.

Popov- Can we get the timing worked out so that the Conservation Commission can be involved with the input.

Langlois - Yes we can work it out.

Schoppmeyer- We can get it set up by the end of the week. We have to contact the rest of the members.

Popov- Mr. Caswell how do you get an answer from Malcom?

Caswell- The chairman should call Malcolm. He is quick to do what you want if you call.

Hauschel- Are we going to approve now or do we need another meeting

Popov- Someone should call Malcom tomorrow.

Hodsdon- Lets go on to traffic.

Agenda Item 4- Continuation of public hearing of Durrell Woods off Grant Road. Route 152 and Hersey Lane, Alternative Design Subdivision on approximately 148 acres, Map R-4, Lots 38 and 40 by Real Estate Planners, Inc. Continued from Aug. 26

Langlois- These are the changes from the previous meeting. We have reincorporated Lot 2 according to the note on the plan. The loop road has been renamed Huckins Drive instead of Durrell Drive, and Durrell Drive is the main trunk road. We have revised the drainage plan. The state wants culverts and detention areas. They do not want to restrict the flow of the brook. The selectmen would prefer to see a sidewalk instead of paved shoulders. The plan.

shows the agreement signed with the selectmen. Two 12' lanes, a 6' paved sidewalk and a 4' gravel shoulder on the otherside. The sidewalk would run 1200' on Hersey Lane, and all of Durrell Drive to Grant Road. Bennett Way would have Two 12' paved lanes and 4' gravel shoulders.

Hodsdon- The selectmen recommended the sidewalk.

Langlois- Yes, Here is a copy of the agreement. There is plenty of room to wide 108 and Bennett Way in fron of the office.

Popov- Do we have to do what the selectmen want according to RSA.

Caswell- Only on roads already owned by the town, not on new roads until they are excepted. We thought the sidewalk would be good for the safety of all the children walking to school from that area.

Casino- It seems like a reasonable trade off.

Langlois- The selectmen and Ron Bloom would like to prohibit as much construction traffic as possible from using Hersey Lane. We would like to begin the construction of 600' of Bennett Way as soon as possible to protect the existing portion of Hersey Lane.

Hodsdon- This has all been discussed with the selectmen.

Langlois- Yes, It is all in the agreement.

Hodsdon- What about the traffic light?

Langlois- We will do the improvements to Bennett Way and 108 at 50% occupancy and put in the wires and traffic light at that time.

Casino- That is not acceptable to me. It may not be the same plan by then.

Popov- How do we decide when the lights are put in, when is it 50% occupied?

Caswell- I think we need the lights now.

Hodsdon- I think we need the road improvements and the lights now.

Langlois- You can require us to do the construction to Bennett Way now but the State will say if and when the lights will go up

Casino- I would like to have a plan to see what the intersection would look lik

Mr. Cross- This is a town road intersecting with a state road, It is not a function of the planning board to approve the plans.

Abbott- Who is going to draw up the plan?

Langlois- I think it is premature to draw up plans. The state may change the plans before they are needed.

Abbott- The improvements are needed now.

Popov- How long until 50%.

Langlois- 3 to 4 years.

Hodsdon- I would like to see a detailed plan of the intersection. The intersection is not suitable for the volume of traffic.

Popov- Do you agree Mike.

Casino- Yes.

Langlois- What are you asking for <sup>specifically</sup> ~~specifically~~, Bennett Way or 108 or both?

Hodsdon- Both, but I don't think the state will think it necessary. We will require a plan to continue.

Langlois- How can we expeditiously get this underway so it will be to our benefit and the benefit of the town.

Hodsdon- Could we grant conditional approval?

Casino- I suppose we could, conditional on the engineering plans, but I would like a chance to look over what has been submitted and give the Conservation Commission a chance to look it over.

Hodsdon- I think we should continue to Oct. 14.

Langlois- What are you specifically looking for.

Popov- We would like a site visit for the Conservation Commission and we want a design for a proposed intersection.

Casino- I want time to look at what was brought in tonight.

Abbott- I make a motion to continue to Oct. 14 on the Durrell.

Hauschel- Seconds Vote- Unanimous

Hodsdon- What do we do with Sewall?

Casino- Why separate them, we always look at them together.

Hauschel- I move to continue Sewall to Oct. 14.

Russell- Seconds Vote- Unanimous

SPECIAL CONDITIONS TO APPROVAL OF SEWALL FARM/DURELL WOODS

1. Site: Durell Woods Lot 2 (2.94 acres) may be donated to the Town of Newmarket on which to situate a municipal center. Should the Town not accept said donation within two years of 2/24/87, we will add one condo unit to Lot #68 and said area of lot shall be conveyed to Durell Woods Community Association.
2. Road: Durell Drive shall be a 24' paved travel way (12' on either side of center line) with a 6' curbed asphalt sidewalk on one side which will extend from the intersection of Durell Drive and Grant Road through the Hersey Lane-Bennett Way intersection.

We will erect and install a permanent barrier at Hersey Lane to prohibit traffic from Hersey Lane onto Route 108. Exact location and design of barricade will be determined by PWD and Selectmen.

We will extend Bennett Way through to Hersey Lane (via Phase III FF&S). From Hersey Lane through Route 108, all of Bennett Way shall be constructed to 24' pavement with a 4' paved shoulder to one side except for the entrance onto Route 108. Said Bennett Way Route 108 entrance and portions of Route 108 shall be reconstructed to allow for intersection signalization and additional traffic lanes as shown on plans prepared by Holden Engineers.

Sewall Farm roads shall be constructed to 1986 Town of Newmarket road specs.

3. Municipal Water has been approved on the State and local level based on plans prepared by G & Underwood. Upon water line installation, testing and acceptance by the Town, tie-in permits may be purchased at the following rates:

Sewall Farm: 20 units (permits) per year

Durell Woods: Caulfield - 25 units per year  
Kimball - 1 year: 25 units  
20 units  
20 units

4. Municipal Sewer has been approved on State and local levels based on plans prepared by G & Underwood. Permits may be purchased at any time at any rate.

The sewer lift station at Sewall Farm shall become the property of the Town of Newmarket upon completion and acceptance.

5. Drainage, Sediment and Erosion Control plans have been approved on the State and local levels based on plans prepared by G & Underwood. Extreme care should be taken when crossing wetlands and brooks on both sites.



TOWN OF NEWMARKET, NEW HAMPSHIRE  
OFFICE of the FINANCE DEPARTMENT

Memorandum

Date: June 9, 2015

To: Steve Fournier, Town Administrator

From: Matt Angell, Interim Finance Director *MA*

Re: Granite Curb Stone

Steve,

I recommend the Town utilize Tri State Curb for its curb stone needs.

Given that the procurement ordinance was put into place just recently and there are two curb stone providers in New Hampshire, we have elected to obtain written quotes, as follows:

Provider	Lineal Feet	Unit Price	Total Price
Classic Curb, Inc	1,500	16.90	25,350.00
Tri State Curb	1,500	16.80	25,200.00

Thanks,  
Matt

# PROPOSAL

# 5907



60 South Sugar Hill Road  
Weare, NH 03281  
PH: 603-529-4009  
FX: 603-529-4014  
tristatecurb@gslnet.net

PROPOSAL  
SUBMITTED TO:

Newmarket, Town of  
186 Main Street  
Newmarket NH 03857

ATTN:  
PHONE:  
FAX:

Rick  
603-659-3093  
603-659-4807

DATE: 05/15/2015  
JOB NAME: Bennett Way  
JOB LOCATION: Newmarket, NH  
PROJECT NUMBER:

Quantity	Unit	Description	Unit Price	Total Price
1,500	LF	5" Straight Granite Curb	\$16.80	\$25,200.00

We hereby propose to provide the above referenced material and/or services in accordance w/project specifications & notes listed below. Dollars (\$ 25,200.00 ).

Project Notes: FIELD LAYOUT, TRAFFIC CONTROL AND CONCRETE TOE BY OTHERS.

Terms: Unless otherwise specified, payment is due in full not 30DY.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above proposal involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. Our workers are fully covered by Workman's Compensation Insurance.

Authorized  
Signature

Note: This proposal may be withdrawn by us if not accepted within 90 days.

### Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

To confirm order and schedule please sign and return.  
Thank you

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_

**CLASSIC CURB, INC.**  
24 Tonga Drive  
Bow, New Hampshire 03304  
Ph 603/228-1922  
Fax 603/228-0416

**Date:** 5/18/15  
**To:** Town of Newmarket  
Email: rmalasky@newmarketnh.gov  
**From:** Chris Marston  
**Attn:** Rick Malasky

**Quote:** Bennett Way - Newmarket, NH

Furnish/Install aprx. 1,500 LF 5" Vertical Granite Straight @ \$16.90

**Note:**

Layout by others.  
Additional gravel, if necessary, furnished by others.  
Curb patch, whether asphalt or concrete, by others.  
Traffic control by others.

Accepted as Quoted: \_\_\_\_\_

Dated: \_\_\_\_\_



RECEIVED

JUN 30 2015

TOWN OF NEWMARKET ADMINISTRATOR'S OFFICE

APPLICATION FOR APPOINTMENT TO A BOARD, COMMISSION, OR COMMITTEE POSITION WITHIN THE TOWN OF NEWMARKET

Applicant's Name: Monica Christofili

Address: 6 Central St., Newmarket Phone/Cell <sup>Oregon area code</sup> (503) 853 9279

RSA 669:19 Newmarket Registered Voter: Yes  No  # of Years as Resident: Since 1/1/2015

RSA 91:2 Are you an American Citizen?  Yes  No I'm still registered in my home town of Tinton Falls, NJ but would happily switch this if it makes a difference.

Email address: monica.christofili@pcc.edu

Full membership (3 year term) <sup>\*</sup> position applying for Records Retention Committee

State what the new term expiration date is: March 2017

Alternate position (3 year term) position applying for \_\_\_\_\_

State what the new term expiration date is: \_\_\_\_\_

I feel the following experience and background qualifies me for this position: Recently relocated from Oregon to NH to be closer to family, I've maintained my writing instructor position back at Oregon's Portland Community College. Now teaching online my schedule is flexible enough to afford time for this committee. With ten years experience (graduate school teaching included) maintaining, retaining, and then destroying student records I'm familiar with protocol for privacy and for terms of retention. I've processed this cycle -- a suggested 3-5 years for retaining students' grades -- with both paper and electronic files. On a more personal note, I'm rather the "secretary" for my and my partner's and son's insurance and tax files, etc., and enjoy organizing and periodically discarding expired materials in our paperwork. I'm happy to email my CV if it is preferred.

Signature Monica R Christofili

Date 6/30/2015

You are welcome to submit a letter or resume with this form. Applicants are requested to attend the Council meeting to address the Town Council prior to the decision making process. Applicants will be notified of the time and date of this meeting in advance. Thank you for your application and interest in the Town of Newmarket.

\* We are relocating to Nottingham in no less than a year's time so would be available for the position only a year.

BARRINGTON  
BROOKFIELD  
DOVER  
DURHAM  
FARMINGTON  
LEE  
MADBURY  
MIDDLETON  
MILTON



NEW DURHAM  
NEWMARKET  
NORTHWOOD  
NOTTINGHAM  
ROCHESTER  
ROLLINSFORD  
SOMERSWORTH  
STRAFFORD  
WAKEFIELD

July 2, 2015

Newmarket Town Council  
186 Main Street  
Newmarket NH 03857

RECEIVED

JUL 6 2015

TOWN OF NEW MARKET  
ADMINISTRATOR'S OFFICE

Dear Chair Nazzaro and Council Members:

As prescribed by RSA 36:46-III: *Each municipality which shall become a member of a regional planning commission shall be entitled to 2 representatives on said commission. A municipality with a population over 10,000 but less than 25,000 shall be entitled to have 3 representatives on said commission and a municipality with a population over 25,000 shall be entitled to have 4 representatives on said commission. Population as set forth in this section shall be deemed to be determined by the last federal census. The estimated 2010 population for the Town of Newmarket was 8,936 and based upon this estimate, the Town of Newmarket is entitled to 2 representatives.*

*Representatives to a regional planning commission shall be nominated by the planning board of each municipality from the residents thereof and shall be appointed by the municipal officers of each municipality. Representatives may be elected or appointed officials of the municipality. The terms of office of members of a regional planning commission shall be for 4 years. Vacancies shall be filled for the remainder of the unexpired term in the same manner as original appointments. Municipalities may also appoint alternate representatives.*

It is our understanding from a conversation with Diane Hardy, Town Planner, that a replacement for Eric Botterman is needed, and that **Peter Nelson is willing to fill the vacancy** for the remainder of the unexpired term.

<u>Name</u>	<u>Expiration</u>
Eric Botterman	3/2017

The signature of the Appointing Official listed below confirms that Mr. Nelson shall be appointed as the Town of Newmarket representative of the Strafford Regional Planning Commission.

Appointee: Peter Nelson  
Mailing Address: 15 Water St, Unit A  
Phone Number: 603-817-1859  
Email: peter.nelson@comcast.net  
Expiration Date: March, 2017

Appointing Official:  
Date:

Once you have appointed your Commissioner, please forward the information to this office. If you should have any questions or concerns, please do not hesitate to contact me.

Sincerely,  
  
Cynthia Copeland, Executive Director  
Strafford Regional Planning Commission

**TOWN OF NEWMARKET, NEW HAMPSHIRE**  
**By the Newmarket Town Council**  
**Resolution #2015/2016-03**  
**Accepting Harvest Way as a Town Street**

**WHEREAS**, The Home Owner's Association of Harvest Way has requested that Harvest Way be accepted as a Town Street, and

**WHEREAS**, The Department of Public Works and Planning Department have reviewed the street and determined it meets the Town standards and specifications for street acceptance.

**NOW THEREFORE BE IT RESOLVED**, by the Newmarket Town Council that Harvest Way is accepted as a Town Street.

First Reading: July 15, 2015

Second Reading:

Council Approval:

Approved: \_\_\_\_\_  
Philip Nazzaro, Chairman Newmarket Town Council

A True Copy Attest: \_\_\_\_\_  
Terri Littlefield, Newmarket Town Clerk

**TOWN OF NEWMARKET, NEW HAMPSHIRE**  
**By the Newmarket Town Council**  
**Resolution #2015/2016-04**

**Awarding Liquid Propane, Regular Gasoline, and Clear Diesel Contracts**

**WHEREAS**, through a competitive bid process, the Town entertained proposals for #2 Heating Oil, Liquid Propane, Regular Gasoline, and Clear Diesel, and

**WHEREAS**, the proposals that are in the best interest of the Town are as follows:

Bid	Provider	Cost per Unit
Liquid Propane	D. F. Richard	Fixed Price - \$1.49/gallon
Regular Gasoline	Hanscom's Truck Stop, Inc.	Price over rack - \$0.135/gallon
Clear Diesel	Hanscom's Truck Stop, Inc.	Fixed Price - \$2.40/gallon

**NOW, THEREFORE BE IT RESOLVED** that the Newmarket Town Council does hereby award energy contracts to D.F. Richard for Liquid Propane and Hanscom's Truck Stop, Inc. for Regular Gasoline and Clear Diesel, and authorize the Town Administrator to enter into any related contracts.

First Reading: July 15, 2015  
Second Reading:  
Approval:

Approved: \_\_\_\_\_  
Philip Nazzaro, Chairman Newmarket Town Council

A True Copy Attest: \_\_\_\_\_  
Terri Littlefield, Town Clerk.

**TOWN OF NEWMARKET, NEW HAMPSHIRE**  
**By the Newmarket Town Council**  
**Resolution #2015/2016-05**

**Authorizing the Town Administrator to Enter into an Agreement for Asphalt**

**WHEREAS**, the Town of Newmarket requested a proposal for bituminous concrete asphalt – picked up, and

**WHEREAS**, two qualified suppliers submitted proposals as follows:

Bidder:	Base per ton	Top per ton
Brox Industries, Inc.	\$72.00	\$72.00
Pike Industries, Inc.	\$65.00	\$68.00

**WHEREAS**, after evaluating the proposal, the Public Works Director recommends Pike Industries for \$65 per ton for base/binder and \$68 per ton for top coat.

**NOW, THEREFORE BE IT RESOLVED**, that the Newmarket Town Council does approve the Town Administrator to enter into an agreement with Pike Industries for asphalt – picked up.

First Reading:            July 15, 2015

Second Reading:

Approval:

Approved: \_\_\_\_\_  
Philip Nazzaro, Chairman Newmarket Town Council

A True Copy Attest: \_\_\_\_\_  
Terri Littlefield, Town Clerk.

**TOWN OF NEWMARKET, NEW HAMPSHIRE**  
**By the Newmarket Town Council**  
**Resolution #2015/2016-06**  
**Relating to Municipal Trash Bags**

**WHEREAS**, The Town of Newmarket purchases municipal trash bags for its pay to throw program when its inventory becomes low.

**WHEREAS**, Three bidders responded to the Town's Request for Proposal (RFP) for the Town's requirements of municipal trash bags.

**WHEREAS**, WasteZero, Inc. is the recommended bidder for lots of 50,000 - 33 gallon trash bags and 20,000 - 15 gallon trash bag at \$11,030.00 and \$3,301.59 respectively.

**NOW THEREFORE BE IT RESOLVED**, that the Newmarket Town Council does authorize the Town Administrator to enter into an agreement with WasteZero, Inc. for the purchase of municipal trash bags.

First Reading:            July 15, 2015

Second Reading:

Approval:

Approved: \_\_\_\_\_  
Philip Nazzaro, Chairman Newmarket Town Council

A True Copy Attest: \_\_\_\_\_  
Terri Littlefield, Town Clerk.