TOWN OF NEWMARKET, NEW HAMPSHIRE
TOWN COUNCIL AGENDA
REGULAR MEETING, WEDNESDAY, JANUARY 6, 2016 7PM
NEWMARKET TOWN HALL COUNCIL CHAMBERS

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**: None
4) **Town Council to Consider Acceptance of Minutes**
   a) December 16, 2015
5) **Report of the Town Administrator**
6) **Committee Reports**

7) **Old Business**
   a) Resolutions/Ordinances in the 2nd Reading
      i. Resolution #2015/2016-29 Authorizing the Town Administrator to Enter Into a Lease Agreement with Newmarket Community Church to House the Newmarket Town Clock
   b) Ordinances and Resolutions in the 3rd Reading
   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 - None
   b) Ordinance and Resolutions in the 1st Reading
      i. Ordinance #2015/2016-02 Regulating disposal of solid waste, including curbside pickup of domestic or household waste and recyclables.
      ii. Resolution #2015/2016-30 Authorizing the Town Administrator to enter into a one year agreement with Casella Waste Systems for Waste and Recycling Services.
      iii. Resolution #2015/2016-31 Authorizing the Town Administrator to enter into an agreement with MRI to conduct an Organizational Structure, and Efficiency Study for All Town Departments for an amount not to exceed $40,000.
   c) Correspondence to the Town Council
   d) Closing Comments by Town Councilors

9) **Adjournment**

STEPHEN R. FOURNIER
TOWN ADMINISTRATOR

FOUNDED DECEMBER 15, 1727
CHARTERED JANUARY 1, 1991

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

TOWN OF NEWMARKET, NEW HAMPSHIRE
TOWN COUNCIL REGULAR MEETING

December 16, 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, Councilor Larry Pickering

ALSO PRESENT: Town Administrator Steve Fournier

AGENDA

Chairman Phil Nazzaro welcomed everyone to the December 16, 2015 Newmarket Town Council Meeting and called the meeting to order at 7:00 pm, followed by the Pledge of Allegiance.

PUBLIC FORUM

Chairman Nazzaro opened the Public Forum at 7:01 pm and asked if anyone from the public wished to speak.

As no one from the public came forward, Chairman Nazzaro closed the Public Forum at 7:01 pm.

PUBLIC HEARING – None

TOWN COUNCIL TO CONSIDER ACCEPTANCE OF MINUTES

Acceptance of the Minutes of the Regular Meeting of December 2, 2015

Councilor Thompson made a motion to approve the minutes of the regular meeting of December 2, 2015, which was seconded by Councilor Weinstein.

Town Administrator Fournier polled the Council and the motion to accept the minutes of December 2, 2015 was approved by a vote of 7-0.

REPORT OF THE TOWN ADMINSTRATOR

Town Administrator Steve Fournier stated that **Engineering Firms** were being interviewed for the Town Engineering contract. He said they were currently reviewing their cost proposals and references, and should have a proposal before the Council at the next meeting. He stated that the **Surplus Land Committee** meeting would be held prior to the January 6th meeting, and a contract for the proposal of the **Organizational Study Committee** should be available for a first reading at that time. He next provided an update on the **FY2016 Budget**, stating that with 42% of the year completed, they were currently running under budget with 39% expended. He explained that the main reason for this was that they had not completed road projects and had not done a sidewalk improvement project for fall. He said revenues continued to be healthy, and that the 89% collected also included all the property taxes for the year. He said he had gotten an update from the Town Clerk-Tax Collector, and 95% of all taxes had been collected.

Town Administrator Fournier next addressed a question which had been raised with regard to the current **Drought Conditions** in the Town, and said they were still in a Stage 3 Drought Emergency as they had not had any significant rainfall. He said the Sewall Well was currently at 60 feet below the pump and should be at 52 feet, and the Bennett Well was currently at 31.6 feet below and should be at 27 feet. He said though the wells had stabilized over the past two months, a wet spring was needed to replenish both Aquifers. He stated that the Water & Sewer Superintendent was also doing other research to see if the usage in the wells could be extended, and said a refurbishment of the wells had not been done for a number of years. He explained a refurbishment would involve purging the pump and clearing out materials built up over time, then cleaning the wells and getting them flowing again. He added that if the MacIntosh Well came online in early summer, it would help to alleviate the emergency situation.

Town Administrator Fournier said he wished to introduce *Wendy Chase* who was in the audience, as the new *Administrative Assistant to the Town Administrator*, who had been onboard for about a week. He said this was also the last day for *Kathy Castle*, and that she had wanted to take this opportunity to thank everybody, including the Council, the Town employees, and all the well-wishers who stopped by, and said she would miss everyone. He said he also wanted to take the opportunity to wish the Town Council and everyone a very happy and safe holiday.

Discussion: Councilor Thompson asked a question from page 50 of the packet under Planning Board, with regard to a statement that a booklet of CIP recommendations for the School was being prepared for the Town Council. Town Administrator Fournier replied that it should say School Board instead of Town Council. Vice Chair Levy asked if there were any updates on the rezoning recommendations and Town Administrator Fournier said he would be contacting Mr. John Connery. Vice Chair Levy questioned the significant increase in diesel gas use under the Department of Public Works on page 35, as fewer projects had been done. He also questioned the differences in Overtime in the department for 2016 and last year, and Town Administrator Fournier said this was due to fewer sidewalk projects. Vice Chair Levy raised an issue under the IT Department from page 44, asking if last year's budget could also be included. He said it was difficult to compare the 34% expended this year versus the 48% expended at the same time last year without these numbers, and that he had the same question under Recreation. He then brought up the development on Exeter Street including the parking, and Councilor Pike confirmed there would be 11 apartments and said the Planning Board had granted a variance on the parking last week.

Chairman Nazzaro, in reference to the issue of providing year-to-year differences in the departmental reports, said he was also concerned as to "why" there was a percent difference, and felt that a synopsis explaining the variation should also be included. He said if they were currently at 89% of revenues collected, he would also like to see where they were at this point last year. Town Administrator Fournier said it was already in the yearly report and that at this date last year they had $20,259,413.98 at 89% collected, and this year they had $2,289,875.52 at 89% collected, and were right on target. Chairman Nazzaro also asked if it was known how many inches of rain it would take to get the Bennett and Sewall wells back to the correct levels. Councilor Weinstein said she was aware of another fatal overdose in Town a few weeks ago, and said she was not sure this it got reported but felt they should know about it. Town Administrator Fournier said they did provide police reports, but said he was not sure if they reported those figures

COMMITTEE REPORTS

Councilor Pike stated that the *Planning Board* had met last week, and said the discussions of what developments were out there and what proposals were before the Board were well-reported and were all either approved or were in Technical Committee. He said the Future Land-Use Subcommittee had met and the draft for that Chapter would be coming out by the end of the year, to be reviewed by the Planning Board early next year. He said they had been able to use a lot of the language of the consultants in the draft, which saved them a lot of work. Vice Chair Levy asked when they would be meeting next on the re-zoning for the elderly, and Councilor Pike said another meeting had not yet been set up.

Councilor Thompson stated that the *Budget Committee* had met a week ago Monday to discuss the School Board Budget Review process. She last that last Monday at 7:00 pm the Public Hearing was held for the Town Budget, which passed as the Town Council had recommended it, and that there had been some interesting questions and debates. She said the next Budget Committee meeting would be January 11, 2016 at 7:00 pm for the School Public Hearing, and that they were finished on the Town side. Councilor Pike asked what the vote had been and Councilor Thompson said it had been unanimous, though they were missing two members of the Committee.

Councilor Burns stated that the *Conservation Commission* met last Thursday, and they were looking at updating the Wiggin Farm-Tuttle Swamp management plan. She said they talked about a few of the kiosks that had been damaged by wind, to determine if they could be salvaged or would need to be replaced. She said they were also finishing up their year-end Easement Monitoring report.

OLD BUSINESS

ORDINANCES AND RESOLUTIONS IN THE 2ND READING

Resolution #2015/2016-26 Changing the Calculation for Holiday Pay

Vice Chair Levy made a motion to approved *Resolution #2015/2016-26 Changing the Calculation for Holiday Pay*, which was seconded by Councilor Thompson.

Town Administrator Fournier informed the Council that they would have to vote down the resolution so that the language could be changed. He said that after the resolution had been submitted it had become clear that there were unintended consequences for some departments with regard to Holiday Pay. He said he wanted to sit down with the Department Heads first to rewrite and clarify it before bringing it forward to the Council.

Discussion: Vice Chair Levy asked what the issue was and whether it really needed to be addressed. Town Administrator Fournier explained that different departments had different schedules, and that the holiday falling on Friday would mean different hours for different departments. He said some departments also had Friday off already, and he was trying to make sure the number of hours for the holiday was the same for everyone. He also explained that the policy stated that if you have the day off already, you get the day before or the day after, and that all municipalities worked that way. Chairman Nazzaro said his concern was that if one department worked 8-hour days and another 10-hour days the number of hours off would not be equal, and Town Administrator Fournier replied that was why they were pulling the resolution.

Town Administrator polled the Council asking them to vote "no", and the motion to approve *Resolution #2015/2016-26 Changing the Calculation for Holiday Pay* failed by a vote of 7-0.

ITEMS LAID ON THE TABLE - None

NEW BUSINESS/CORRESPONDENCE

TOWN COUNCIL TO CONSIDER NOMINATIONS, APPOINTMENTS AND ELECTIONS - None

Conservation Commission - *Julie Sinclair, Alternate Term Expires March 2018*

Councilor Burns made a motion to approve the appointment of *Julie Sinclair, Term Expires March 2018* as an *Alternate* to the *Conservation Commission*, which was seconded by Councilor Pike.

Ms. Julie Sinclair addressed the Council saying that she had been living in Newmarket since 1998, and that she and her husband had bought land and built a house on Dame Road in 2001. She said she loved living in Newmarket and she loved and appreciated the land in the area and in all of New Hampshire. She said she was also very much for wildlife, and was a member of Voices of Wildlife, and felt she wanted to get involved in that on a local level.

Newmarket Community Development Corporation (NCDC) – *Steve Minutelli, Term Expires December 2018*

Councilor Pickering made a motion to approve the nomination of *Steve Minutelli, Term Expires December 2018* to the *Newmarket Community Development Corporation (NCDC)*, which was seconded by Councilor Thompson.

Discussion: Councilor Thompson said she questioned the terminology in one of the letters for Steve Minutelli, which recommended him as a "Town Council representative to the NCDC". Town Administrator Fournier said that the Town Council did not have a representative on the NCDC and that the ex-officio member was the Town Administrator. Chairman Nazzaro added that Mr. Minutelli was a former member of the Town Council.

Town Administrator Fournier polled the Council and the nomination of *Steve Minutelli, Term Expires December 2018* to the *NCDC* was approved by a vote of 7-0.

ORDINANCES AND RESOLUTIONS IN THE 1ST READING

Resolution #2015/2016-28 Approval of the Fiscal Year 2017 Default Budget *(Town Administrator Requests Suspension of the Rules)*

Chairman Nazzaro read *Resolution #2015/2016-28 Approval of the Fiscal Year 2017 Default Budget* in full, and then asked for a motion to suspend the rules.

Town Administrator Fournier explained that he had asked the Council to suspend the rules in order to meet the deadline set by the Town Charter to have the Default Budget adopted. He said the Town was on a different timetable than the School and things needed to be wrapped up before the first week in January.

Councilor Thompson made a motion to suspend the rules which was seconded by Councilor Burns.

Discussion: Chairman Nazzaro asked why this was not voted on at the last meeting, and Town Administrator Fournier said they needed the final numbers from the Budget Committee first. He said in the event things were not recommended they would need to be moved into the default formula.

Town Administrator Fournier polled the Council and the motion to suspend the rules was approved by a vote of 7-0.

Councilor Weinstein made a motion to approve *Resolution #2015/2016-28 Approval of the Fiscal Year 2017 Default Budget*, which was seconded by Councilor Burns.

Discussion: Town Administrator Fournier said the Default budget would be $9,895,953, which was $100,989 less than proposed and $239,534 higher than the current FY2017 Budget. Chairman Nazzaro asked the reason for the increase, and Town Administrator Fournier said it was due to increases in healthcare and liability insurance. Vice Chair Levy asked if the rates were a guesstimate at this point and Town Administrator Fournier replied that it was a guaranteed maximum, though it could go lower. Vice Chair Levy asked if the money would be fungible if the rates came in lower and asked if there was any way they could know the fixed rates ahead of time. Town Administrator Fournier said the money would become fungible, but that the healthcare rates were not determined by the Board of Directors until spring so they offered a guaranteed maximum until they were set. Councilor Thompson explained the Budget was due before the rates came out. Chairman Nazzaro asked if they would have the rates ahead of time if they had a spring budget cycle, and Town Administrator Fournier said they would. He stated that when

he came to Newmarket he started a Healthcare Stabilizer Fund, so that if they had a significant difference he would put the funds there. He said if they had a large increase one year he could then ask the Town Council to withdraw from those funds to offset expenses. Vice Chair Levy asked how the numbers had worked out for last year, and Town Administrator Fournier said the numbers for last year had come in at the rates, and that the overages seen in healthcare had been due to changes in Personnel. Vice Chair Levy asked what else contributed to the increase and Town Administrator Fournier said Unemployment and Workers Compensation. Vice Chair Levy asked for a ballpark total figure and Town Administrator Fournier estimated over $1 million, with Human Resources the second largest after Police.

Vice Chair Levy asked if they had a choice in the size of the liability deductible, and Town Administrator Fournier replied it was a flat $1,000 deductible. He reiterated that the market for all those products was shrinking and that Property Liability Trust was winding down business, which would leave Primex as the only carrier. He said Healthcare currently had two companies, SchoolCare and Health Trust, but that if Anthem Blue Cross-Blue Shield merged with Cigna there would be only one there as well. He added that Workers Comp and Unemployment fell under property/liability. Chairman Nazzaro recommended scheduling a Workshop to go through all the mechanics of what goes into benefits and healthcare so they would have a better understanding. Councilor Thompson asked if at some point several communities could get together and "self-insure" making their own pool. Town Administrator Fournier said they did look at self-insuring through the Town but that many of the insurance companies had *non-compete* clauses, which barred other insurance carriers from offering the same coverage to the municipality. He said it also had to do with the size of the town for processing claims, etc. and said the only two municipalities that did not participate in the risk pool were Manchester and Nashua as they were large enough to cover it on their own.

Town Administrator Fournier polled the Council and the motion to approve *Resolution #2015/2016-28 Approval of the Fiscal Year 2017 Default Budget* passed by a vote of 7-0. He stated that he also needed the Town Council members to sign the MS-DT form required by the State.

Resolution #2015/2016-29 Authorizing the Town Administrator to Enter into a Lease Agreement with Newmarket Community Church to House the Newmarket Town Clock

Chairman Nazzaro read *Resolution #2015/2016-29 Authorizing the Town Administrator to Enter into a Lease Agreement with Newmarket Community Church to House the Newmarket Town Clock* in full.

CORRESPONDENCE/CLOSING COMMENTS

Councilor Weinstein said that according to the Charter, they were supposed to invite the School Board to an annual meeting, and Chairman Nazzaro said the invitations had already gone out.

Councilor Burns wanted to thank Linked Together and Ms. Ree Cooper for making the little snowmen for the Councilors.

Councilor Pickering said he had participated in a senior event sponsored by the Newmarket Firefighters Association on Saturday. He said it was a wonderful meal for the seniors and the association had worked hard to make it successful. He said the seniors were very grateful for making a special day for them.

Chairman Nazzaro extended a thank you, on behalf of the Council, to Kathy Castle for all the work she had done. He said she had been incredible to work with and was great in supplying the packets and supporting them when they needed support, and she would be missed.

NEXT MEETING

Chairman Nazzaro said that the next Town Council meeting was scheduled for January 6, 2016. He wished everyone a happy holiday season.

ADJOURNMENT

Councilor Thompson made a motion to adjourn the meeting, which was seconded by Councilor Burns. The meeting was adjourned at 7:31 pm.

Respectfully submitted,

Patricia Denmark, Recording Secretary

STEPHEN R. FOURNIER
TOWN ADMINISTRATOR

FOUNDED DECEMBER 15, 1727
CHARTERED JANUARY 1, 1991

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

REPORT OF THE TOWN ADMINISTRATOR
January 6, 2016

Presidential Primary: The Secretary of State scheduled the presidential primary for February 9. The polls will be open from 7AM to 7PM. We will need two councilors on every shift and a majority at the close of the polls. I will be sending out a schedule soon.

Road Management Survey: I wanted to provide the Town Council with an update of the road management survey that is being conducted with UNH and the Strafford Regional Planning Commission. The Regional Planning Commission has completed the data collection. They have reviewed all of the Town owned roads and have reviewed their conditions and categorized them. They have also taken photos of them as well. The next step is UNH will now work on a report with recommendations and forecasting. This will be completed sometime next month. When it is completed, we will have a presentation to the Town Council.

Organizational Study: On the agenda for a first reading is a resolution to enter into a consulting agreement with Municipal Resources Inc. to conduct the organizational study the Town Council requested. I will be negotiating a final cost on Wednesday January 6. I have placed in the proposed resolution a not to exceed amount of $40,000, as this as the worst case scenario as provided by MRI. I will ask the Town Council to amend this resolution at the second meeting in January to reflect a more accurate figure.

Waste Collection: The Town, along with Stratham and Newfield have negotiated a one year extension with Casella Waste Management (formerly Best Way) to continue to collect our recycling and waste. The three communities negotiate this together to attempt to get better prices. We will see an increase in the rates for both recycling and waste. In addition, we will see a change in the commodity rate.

On the agenda for a first reading is a resolution for the extension, and we will have the backup information in the next packet. A one year deal will allow the three communities to solicit proposals from other companies as well as Casella for a longer deal.

Respectfully Submitted,

Stephen R. Fournier
Town Administrator

CHARTERED JANUARY 1, 1991 FOUNDED DECEMBER 15, 1727

TOWN OF NEWMARKET, NEW HAMPSHIRE
By the Newmarket Town Council
Resolution #2015/2016 -29

Authorizing the Town Administrator to Enter into a Lease Agreement with Newmarket Community Church to House the Newmarket Town Clock

WHEREAS: the Newmarket town clock is housed in the Newmarket Community Church steeple, and

WHEREAS: the Newmarket Community Church wishes to seek assistance in maintaining their steeple,

WHEREAS: the Town Administrator and Town Attorney have negotiated a 20 year lease agreement with the Newmarket Community Church.

NOW, THEREFORE, BE IT RESOLVED BY THE NEWMARKET TOWN COUNCIL THAT:

The Town Council authorizes the Town Administrator to enter into a 20 year lease agreement with the Newmarket Community Church in the amount of $2,500 for FY2016. This amount will increase by the Boston Consumer Price Index annually on July 1, not to exceed 3% or be lower than 1%. This lease shall only be executed if both parties agree to the terms.

First Reading:	December 16, 2015
Second Reading:	January 6, 2016
Approval:	January 6, 2016

Approved: _____
Philip Nazzaro, Chairman Newmarket Town Council

A True Copy Attest: _____
Terri Littlefield, Town Clerk

LEASE

This Lease is entered into this date by and between **NEWMARKET COMMUNITY CHURCH**, a New Hampshire Non-Profit corporation, with an address of 137 Main Street, Newmarket, New Hampshire 03857 ("Lessor"), and the **TOWN OF NEWMARKET**, a New Hampshire municipal corporation ("Lessee") with an address of 186 Main Street, Newmarket, New Hampshire 03857.

In consideration of the covenants, agreements and stipulations herein contained on the part of the Lessee to be paid, kept and faithfully performed, the Lessor does hereby lease, demise and let unto the said Lessee a portion of certain Premises commonly known as 137 Main Street, Newmarket, New Hampshire ("Premises"), and more fully described as the area currently occupied by the Clock Tower (the "Leased Space").

The purpose of this Lease is to allow the Lessee to maintain repair and/or replace a clock in the Church's steeple.

In consideration of the leasing of said Leased Space and of the mutual agreements herein contained, each party hereto does hereby expressly covenant and agree to and with the other, as follows:

Section 1. Acceptance of Lease. The Lessee accepts said letting and agrees to pay to the order of the Lessor the rentals stated below for the full term of this Lease, in advance, at the times and in the manner aforesaid.

Section 2. Term. The term of this Lease shall be for a period of twenty (20) years, at the option of the Lessee, commencing on _____, 2015 ("Commencement Date") and ending no later than _____, 2035 ("Term") unless earlier terminated as provided herein.

Section 3. Rent.

A. Rent shall be TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($2,500.00) annually, payable in advance. Rent shall be paid prior to September 1.

B. After the first year, the rent shall be increased by the percent change Department of Labor's July Consumer Price Index for Boston. This increase shall not exceed 4% in any one given year nor be lower than 1%.

Section 4. Costs of Operating the Leased Space. Lessor shall be responsible for the following:

A. Insurance. Lessor shall be responsible to obtain and pay the cost of insuring the building and its contents, including the clock and its mechanisms, within the building and shall secure comprehensive liability insurance policies including fire and other hazard insurance.

B. Utilities. The Lessor shall also promptly pay for all utilities related to the Premises.

Section 5.

A. Default by Lessee/Remedies of Lessor:

1. The occurrence of any of the following circumstances shall constitute a material default and breach of this Lease by Lessee:

(a) Failure to pay any rental installment or other sums of money required by Lessee hereunder, within 15 days from the due date.

2. LESSOR may, at its sole discretion, immediately upon default, or at any time thereafter, and without demand or notice, enter upon the leased premises and take possession thereof, whereupon this lease shall absolutely terminate, and it shall be no defense that previous violations of any covenants have been either expressly or impliedly waived by the LESSOR. LESSEE shall continue to be liable for the total rent plus any cost incurred by LESSOR in reletting the leased premises, less any rent actually received from reletting of the premises. Said remedy is in addition to and not instead of any and all other remedies available at law or in equity.

Section 6. Use of Leased Space.

A. The Lessee shall use said Leased Space for the operation of its clock within the Church's steeple.

B. The Lessee will not make any unlawful, improper or offensive use of said Premises; Lessee will not suffer any strip or waste thereof; Lessee will not permit any objectionable noise or odor to escape or to be emitted from said Premises or do anything or permit

anything to be done upon or about said Premises in any way tending to create a nuisance. Lessee shall, immediately upon the discovery of any such unlawful, improper, or offensive use, objectionable noise or odor or nuisance creating activity, take all necessary steps, legal and equitable, or discontinue such use and to oust and remove any occupants or other persons guilty of such unlawful, improper, or offensive use, making objectionable noise or odor or nuisance creating activity.

C. The Lessee will not allow the Leased Space at any time to fall into such a state of disrepair or disorder as to increase the fire hazard thereon; it will not use said Premises in such a way or for such a purpose that the fire insurance or hazard insurance rates on the Premises are thereby increased.

D. The Lessee shall regularly occupy and use the Leased Space for its stated purpose, and shall not abandon or vacate the Leased Space for more than ten (10) days without prior written approval of Lessor.

Section 7. AS IS.

At the commencement of the Term of this Lease, Lessee shall accept possession of the Premises in AS IS condition.

Section 8. Lessor's Right of Entry. It shall be lawful for the Lessor, its agents and representatives, at any reasonable time and upon reasonable notice to Lessee to enter into or upon said Leased Space for the purpose of examining the condition thereof, or any other lawful purpose. Lessor grants to Lessee access over the Premises to the Leased Space in order for Lessee to access the Leased Space for its stated purpose.

Section 9. Hold Harmless/Indemnification.

A. Hold Harmless. The parties agrees to hold each other harmless from any damage to, or loss of, property on in or about the Premises, its employees, agents, visitors, licensees or other persons on, in or about the Premises, from any cause whatsoever, including, without limiting the generality thereof, such damage or loss resulting from fire, steam, smoke, electricity, gas, water, rain, ice or snow, which may leak or flow from or into any part of the Premises, or from breakage, leakage, obstruction or other defects of the pipes, wires, appliances plumbing, air-conditioning or lighting fixtures of the same, whether the said damage or injury results from conditions arising upon the Premises or from other sources.

B. Indemnification. Each party covenants and agrees to save the other party and its agents from all loss, damage, liability or

expense of any kind including without limitation attorneys' fees and court costs incurred, suffered or claimed by any person whomsoever, or for any cause whatsoever, related to the Premises.

C. Survival of Hold Harmless and Indemnification. These hold harmless and indemnification provisions shall survive the termination of this Lease for whatever reason.

Section 10. Premises on Termination. At the expiration of said term or upon any sooner termination thereof, the Lessee will quit and deliver up said Leased Space, broom-clean, to the Lessor or those having Lessor's estate in the Premises, peaceably, quietly, and in as good order and condition, reasonable use and wear thereof excepted, as the same are now in.

Section 11. Waiver. Any waiver by the Lessor of any breach of any covenant herein contained to be kept and performed by the Lessee shall not be deemed or considered as a continuing waiver, and shall not operate to bar or prevent the Lessor from declaring a forfeiture for any succeeding breach, either of the same condition or covenant or otherwise. Acceptance by Lessor of rent or any other payment with knowledge of a breach of or default under any Term hereof by Lessee shall not constitute a waiver by Lessor of such breach or default.

Section 12. Attorneys' Fees. Lessee shall also be liable for all reasonable attorneys' fees and/or costs incurred by Lessor in enforcing his rights under this Lease. Lessor shall be liable for all reasonable attorneys' fees and/or costs incurred by Lessee in enforcing his rights under the Lease.

Section 13. Notice. All notices to be given with respect to this Lease shall be in writing. Each notice shall be hand delivered or sent by registered or certified mail, postage prepaid and return receipt requested, to the party to be notified at the addresses set forth below:

To the Lessor:
Newmarket Community Church
137 Main Street
Newmarket, NH 03857

To the Lessee:
Town of Newmarket
186 Main Street
Newmarket, NH 03857

or at such other address as either party may from time to time

designate in writing.

Every notice shall be deemed to have been given at the time it shall be hand delivered or deposited in the United States Mail in the manner prescribed herein.

Section 13. Nonappropriation

Lessee has funds necessary to make all payments when due under the lease during the Lessee's initial fiscal period during the lease term. Lessee agrees that in each succeeding fiscal year during the term of this lease, Lessee will take all necessary steps to make a timely appropriation of funds in order to pay the rent and other payments due hereunder during that period, subject to the annual appropriations limitation imposed upon Lessee under state law. In the event that despite the best efforts of Lessee, Lessee determines that funds for any amounts under this lease will not be available or cannot be obtained during any succeeding fiscal period, Lessee may terminate this lease prior to the commencement of such succeeding fiscal period by giving written notice to Lessor of such determination at least 60 days prior to the first day of such succeeding period for which an appropriation has not been made by Lessee.

IN WITNESS THEREOF, the parties have hereunder set their hands and seals on the day and year first above written.

LESSEE: Town of Newmarket

_____ _____ Witness

Steve Fournier, Town Administrator

LESSOR:
Newmarket Community Church

_____ _____

Witness By:
Its duly authorized

_____

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM, ss.

On this _____ day of _____, 2015, before me personally appeared Steve Fournier, duly authorized Town Administrator, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same as his free act and deed for the purposes therein contained on behalf of the Town of Newmarket.

_____
Notary Public/Justice of the Peace
Printed Name:
My Commission expires: _____

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM, ss.

On this _____ day of _____, 2015, before me personally appeared _____, duly authorized _____, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed the same as his/her free act and deed for the purposes therein contained on behalf of the New Market Historical Society.

_____
Notary Public/Justice of the Peace
Printed Name:
My Commission expires: _____

S:\NA-NE\NEWMARKET\General\2015 11 19 clock tower lease clean.docx

TOWN OF NEWMARKET, NEW HAMPSHIRE
By the Newmarket Town Council
Ordinance No. 2015/2016-2

AN ORDINANCE REGULATING DISPOSAL OF SOLID WASTE GENERATED WITHIN THE TOWN OF NEWMARKET TO INCLUDE THE CURBSIDE PICKUP OF DOMESTIC OR HOUSEHOLD WASTE AND RECYCLABLES

The Town of Newmarket through its Town Council ordains that:

WHEREAS, the Town of Newmarket has previously adopted regulations governing curbside collection of household solid waste;

WHEREAS, the previously adopted regulations were not included in the Municipal Code;

WHEREAS, the existing regulations require updating; and

WHEREAS, RSA 147:1, RSA 149-M:17, and RSA 231:63 authorizes the Town of Newmarket to adopt regulations relating to the public health, safety, and welfare, including public sanitation and solid waste disposal.

NOW, THEREFORE BE IT RESOLVED that this Ordinance shall be effective upon passage and shall be known as Part II, Chapter 20 Section 20-8 of the Municipal Code of the Town of Newmarket and shall govern waste management and the curbside pickup of household waste and recyclable materials generated within the geographic boundaries of the Town of Newmarket as follows:

SECTION 20-8.

A. GENERAL

1) PURPOSE AND INTENT. The proper management of waste is in the public welfare of the community. Poorly managed trash, rubbish and waste can attract rodents, diminish aesthetic qualities, become a public nuisance, and adversely affect the public, health, safety, and welfare.
2) LIMITATIONS. The Town of Newmarket shall only pick-up and dispose of those household and domestic solid waste materials and recyclables generated within the geographic boundaries of the Town of Newmarket. Disposal of such waste shall be at a site designated and authorized by the Town Council.
3) AUTHORITY TO ESTABLISH RULES & REGULATIONS. The Town Council shall be solely authorized and responsible for establishing, amending, and revising such rules, regulations and procedures as are necessary for the implementation and execution of the purpose and intent of this Ordinance and the effective operation of the curbside pickup and

recyclables program, unless said authority has otherwise been delegated to an agent of the Town Council.

B. **DEFINITIONS**

1) DOMESTIC OR HOUSEHOLD WASTE. Solid waste comprised of garbage and rubbish normally associated with residential household use and originating in residential households.

2) COMMERCIAL WASTE. All solid waste emanating from business establishments including, but not limited to, solid waste originating in stores, markets, office buildings, industrial complexes, restaurants, theaters, landscapes, automotive service centers, service businesses, and shopping centers.

3) WASTE. All domestic, household, and commercial waste, as those terms are defined herein.

4) RECYCLABLES. Materials to be collected as part of the Town's recycling program shall be defined by the Health Officer and approved by the Town Council.

5) OFFICIAL PLASTIC BAGS. Specially marked trash bags as made available by the Town of Newmarket for purchase by Newmarket residents. Only such bags shall be utilized to dispose of all permitted waste (excluding recyclables) at curbside.

6) BLUE BOX. Receptacles provided by the Town to Newmarket residents to be used for the placement of recyclables within the public right-of-way. The Town shall provide one blue box to each resident. If additional blue boxes are requested, they may be purchased from the Town at cost. Blue boxes shall constitute the property of the Town of Newmarket

C. PROHIBITED COLLECTION MATERIALS

The following materials shall not be placed in the official plastic bags, nor will such materials be picked up as recyclables:

Acids and alkalis	Animal carcasses, manure and meats
Container with liquid contents	Tires
Flammable liquids	Mercury vapor lamps
Pesticides	Paints
Solvents, oils and thinners	Asbestos materials

Mercury Thermostats and Switches	Ammunition and Explosives
Medical/Dental wastes	Septage
Textile Waste	Wood
Nuclear related waste	Roofing cement

Hazardous waste as defined by State & Federal agencies

Chlorine cleaners, swimming pool disinfectants

Bulky items, such as furniture, televisions, bicycles, bedsprings, washers, etc., as determined by the Public Works Director

Lawn cuttings, trees and shrub limbs, garden waste

Any waste deemed to be inappropriate by the Public Works Director

D. GENERAL PROVISIONS

1) No person shall deposit or cause to be deposited any refuse or waste, upon the rights-of-way of accepted roadways within the Town of Newmarket, except that refuse or waste which may be deposited for collection under this ordinance within the Town right-of-way and confined within a closed official plastic bag or Town issued blue box.
2) Official plastic bags and Town issued blue boxes shall be placed on the outside of the sidewalk and/or near as practicable to the street edge, no more than 12 hours prior to collection day. Persons placing official plastic bags and Town issued blue boxes at the curbside more than 12 hours prior to collection day may be issued a summons for littering pursuant to RSA chapter 163-B. Empty blue boxes shall be removed from the public right-of-way no later than 6:00 p.m. on the day of collection. Waste, official plastic bags, Town issued blue boxes, and other waste containers and recycling materials shall be screened from public view until no more than 12 hours prior to collection day. Screening shall be complete with no portion of the Waste, official plastic bags, Town issued blue boxes, and other waste containers and recycling materials visible from a public way.
3) The Town shall pickup no more than three (3), 33-gallon official plastic bags per address per pick-up. Residents shall only place household waste in official plastic bags. The Town shall only pick up household waste contained in official plastic bags. All bags must be closed and tied. No bag shall have a gross weight of more than thirty (30) pounds. Official plastic bags can be purchased at the Newmarket Town Hall or at the local retail stores. The price of each official plastic bag will be set by the Newmarket Town Council based upon collection and disposal costs.
4) Recyclables. The Town Council, with the suggestion of the Health Officer, shall determine the household waste that shall constitute recyclables suitable for pick up by the

Town. The Town shall inform residents of household waste that constitute recyclables and that will be accepted by the Town. Recyclables will be picked up on the regular household waste pick-up days for each residential unit. If unauthorized materials are found in the blue boxes, either the entire contents of the blue box or the unauthorized material, at the contractor's option, may be left at curbside.

5) All recyclables may be placed in a blue box at curbside next to any official plastic bag on the day of collection, for collection.
6) Regular collections start at 7:00 a.m. each day, in each collection zone.
7) There will be no return trips for pick-up service.
8) Upon placement at the curbside of Town issued blue boxes, all materials placed and contained in such blue boxes shall become Town property and shall not be removed by any person, except by persons authorized by the Town or the person(s) responsible for placing the recyclables in the blue box.

E. DUMPSTER USERS

For those multi-family and commercial properties which have private trash removal, recyclables may be placed in a blue box container at the curbside.

F. COMMERCIAL WASTE DISPOSAL PERMIT

Pursuant to RSA 149-M:17, II(a), the Town Council hereby authorized the Town Administrator to establish bylaws for the registration of haulers of commercial waste who haul solid commercial waste generated and collected within the geographic boundaries of the Town of Newmarket. Said registration shall be evidenced by a commercial waste disposal permit issued by the Town.

G. PENALTY

1) The Town of Newmarket, or its agent, reserves the right to refuse to collect garbage, rubbish, recyclables or other refuse which does not comply with the requirements of this ordinance.
2) Any person who violates any provision of this ordinance shall be guilty of a violation and shall be subject to a fine of not more than $1,000 pursuant to RSA 147:1, RSA 625:9, V-a, and RSA 651:2, IV. Each day that a violation of this ordinance exists shall constitute a separate violation.
3) The Health Officer, Chief of Police and/or the Director of Public Works, or their designees, are hereby authorized to order the removal of any materials deposited in violation of this ordinance, and any person who shall fail to comply with such order shall be responsible for reimbursing the Town for any and all costs associated with said removal and subject to a fine as specified herein.

H. <u>IMPROPER WASTE DISPOSAL; ENFORCEMENT; PENALTY</u>

1) Notwithstanding any provision of this ordinance to the contrary, waste not enclosed by an official plastic bag or deposited in a blue box shall be subjected to the following penalty/corrective action:

a) For an initial violation, the owner or resident shall be notified in writing of the violation and the Town may, in its sole discretion, refuse to accept the waste. In the event that the Town refused the waste, the owner or resident shall take corrective action(s), which shall include, but not limited to, removal of said waste from the rights-of-way or curb within six hours of receipt of said notice.

b) For a second violation, the Town shall refuse to collect the waste and the owner or resident shall be notified that all the material not in the official plastic bag shall be removed within six hours or receipt of said notice. The owner or resident may place appropriate household waste in an official plastic bag and put said official plastic bag out for collection on the next scheduled collection day in full compliance with this ordinance.

c) For the third and subsequent violations within a twelve (12) month period, the owner or resident shall be notified of the violation, and the Town shall assess an administrative penalty of $150 to the property owner or resident. The Director of Public Works, who is hereby authorized by the Town Council, may inform the owner or resident that collection service shall be discontinued until such time as corrective actions are taken and until such time as the owner or resident pays said penalty assessment to the Town.

I. **SEVERABILITY**

The validity of any provisions of this Ordinance shall not affect the validity of any other provision or the validity of the Ordinance as a whole.

J. **REPEAL**

This Ordinance shall automatically repeal all other policies of the Town that relate to the collection of dumpsters and household waste and recyclables.

First Reading:

Second Reading:

Public Hearing:

Council Approval:

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 2015/16-30

Authorizing the Town Administrator to enter into a one year agreement with Casella Waste Systems for Waste and Recycling Services.

WHEREAS: Casella Waste Systems currently provides the Town with waste and recycling collection services, and

WHEREAS: in order to solicit proposals from other companies with our partnering communities Stratham and Newfields, the Town is seeking a one year extension, and

WHEREAS: Casella has agreed to a one year extension.

NOW, THEREFORE, BE IT RESOLVED BY THE NEWMARKET TOWN COUNCIL THAT:

The Town Council authorizes the Town Administrator to enter into an agreement with Casella for solid waste and recycling collections at the following rates:

Collection Services:

- MSW - $95 per ton
- Recycling - $186 per ton

Recycling Processing/Marketing Services:

- Stratham, Newmarket and Newfields will be charged/rebated an amount per ton equal to each month's Average Commodity Revenue (ACR) minus $75.00 per ton. For example:
  - If the ACR for January 2016 is $50 per ton, each town will be charged $25.00 per ton of recyclables collected during that month.
  - If the ACR for February is $80 per ton, each town will be rebated $5.00 per ton of recyclables collected during that month.
  - Casella will report the ACR rebate/charge calculation monthly. However, the towns will not be responsible for payment or be rebated until 30 days after the end of the twelve month extension period (on or about February 1, 2017).

First Reading: January 6, 2016
Second Reading:
Approval:

Approved:_____ A True Copy Attest_____
Philip Nazzaro, Chair, Town Council Terri Littlefield, Town Clerk

CHARTERED JANUARY 1, 1991 FOUNDED DECEMBER 15, 1727

TOWN OF NEWMARKET, NEW HAMPSHIRE
By the Newmarket Town Council

Resolution 2015/16 - 31

Authorizing the Town Administrator to enter into an agreement with Municipal Resources Inc. to conduct an Organizational Structure, and Efficiency Study for All Town Departments

WHEREAS: the Town Council adopted Resolution 2014/15 – 45 soliciting proposals to conduct an Organizational Structure, and Efficiency Study for All Town Departments, and

WHEREAS: the Town Council appointed a subcommittee to review all proposals received, and

WHEREAS: the Town Council subcommittee and the Town Administrator believe Municipal Resources Inc. of Meredith, NH is the most qualified firm to conduct this study.

NOW, THEREFORE, BE IT RESOLVED BY THE NEWMARKET TOWN COUNCIL THAT:

The Town Council authorizes the Town Administrator to enter into an agreement with Municipal Resources Inc. for an amount not to exceed $40,000.

First Reading: January 6, 2016

Second Reading:

Approval:

Approved:_____
Philip J. Nazzaro, Town Council Chairman

A True Copy Attest_____
Terri Littlefield, Town Clerk