



**Town of Newmarket, New Hampshire
Town Council Business Meeting
February 6, 2013 7:00 p.m.
Council Chambers**

AGENDA:

- 1. Pledge of Allegiance**
- 2. Public Forum** - *Items not on the agenda*
- 3. Public Hearing** – *Item(s) before the Town Council this evening for action*
 - a. Issuance of a Bond or Note in the Amount of \$14,100,000 Waste Water Treatment Facility
- 4. Town Council to Consider Acceptance of Minutes**
 - a. January 14, 2013 – Special Meeting – Public Hearing
 - b. January 16, 2013 – Public Hearing Minutes
 - c. January 16, 2013 – Non-Public Minutes
- 5. Report of the Town Administrator**
- 6. Old Business**
 - a. **Ordinances and Resolutions in the 2nd Reading**–*Item(s) Council may act upon this evening*
 - i. Resolution #2012-2013-44 Purchase of a 2013 Ford 250 Utility Vehicle and Associated Equipment for \$35,181 for the Water and Sewer Department
 - b. **Ordinances and Resolutions in the 3rd Reading**
 - c. **Items Laid on the Table**
- 7. New Business/Correspondence**
 - a. **Town Council to Consider Nominations, Appointments and Elections**
 - i. Economic Development Committee – Rod Bowles, Business Association

- b. Ordinances/Resolutions in the 1st Reading – Item(s) held over for vote at next BM**
- i. Resolution #2012-2013-45 Appropriation of \$60,000 from Wastewater Department Surplus to the Wastewater Legal Capital Reserve Fund
 - ii. Resolution #2012-2013-46 Withdrawal of \$77,031.41 from the Wastewater Legal Capital Reserve Fund
 - iii. Resolution #2012-2013-47 Authorizing the Town Administrator to Enter into a Three Year Agreement with Bestway Disposal Services for Solid Waste and Recycling Collection (**TA Request to Suspend Rules**)
 - iv. Ordinance #20122013-02 Amendments to Zoning Ordinance Special Use and Mixed Use Permits
- c. Correspondence to the Town Council**
- d. Closing Comments by Town Councilors**

8. Adjournment

This agenda is subject to change without notice. This location is handicapped accessible. This meeting is scheduled to be televised live on Channel 13.



**Town of Newmarket, New Hampshire
Town Council Business Meeting
February 6, 2013 7:00 p.m.
Council Chambers**

- 1. Pledge of Allegiance**

- 2. Public Forum - *Items not on the agenda***



**Town of Newmarket, New Hampshire
Town Council Business Meeting
February 6, 2013 7:00 p.m.
Council Chambers**

3. Public Hearing – *Item(s) before the Town Council this evening for action*

- a. Issuance of a Bond or Note in the Amount of \$14,100,000 Waste Water Treatment Facility

STEPHEN R. FOURNIER
TOWN ADMINISTRATOR

sfournier@newmarketnh.gov
www.newmarketnh.gov




TOWN HALL
186 MAIN STREET
NEWMARKET, NH 03857

TEL: (603) 659-3617
FAX: (603) 659-8508

FOUNDED DECEMBER 15, 1727
CHARTERED JANUARY 1, 1991

TOWN OF NEWMARKET, NEW HAMPSHIRE
OFFICE of the TOWN ADMINISTRATOR

INTEROFFICE MEMORANDUM

TO: TOWN COUNCIL
FROM: STEVE FOURNIER, TOWN ADMINISTRATOR 
SUBJECT: PUBLIC HEARING ON WASTE WATER TREATMENT FACILITY BOND
DATE: 1/31/2013
CC: TOWN CLERK - TAX COLLECTOR; FINANCE;

As you are all aware, I have enlisted the services of Devine Millimet to serve the Town as legal counsel to issue our bonds and notes for the Macintosh Well and the Waste Water Treatment Upgrade. They begin this process reviewing our charter and our process up to date. From my communications with David Barnes, the attorney representing us, there is an anomaly in our Town Charter in comparison with State law. As you are aware, the Section 5.4 of the Town Charter requires that we must follow the provisions of RSA39:3-d commonly referred to as the "Official Ballot Law" for all budgetary issues before the voters. This requires us to hold two sessions of the Town Meeting: the first session (Deliberative Session) the first week in February and the Second Session (commonly referred to as Town Meeting/Voting day) the second Tuesday in March. In addition, the provisions of this law require that the Town hold any public hearings on the budget or bond issuance questions by the third Tuesday in January. As we adopted the official ballot provision, we have followed this schedule for our public hearings.

After reviewing the Town Charter, Attorney Barnes noticed that section 5.11 of the Charter indicates that all borrowings shall comply with RSA 33. This is the traditional Town Meeting law. RSA 33:8-a requires the governing body to hold a bond hearing at least 15, but not more than 60 days prior to the town meeting. Section 5.4(D) of the charter says that the second session of the Town meeting, which is to be held on March 12, 2013, is deemed to be the date of the meeting for all purposes, including RSA 33:8-a. As the January 2 bond hearing for the Waste Water Treatment Facility was held outside this 60-day window, Attorney Barnes thinks it would be prudent to hold a second public hearing on the Waste Water Treatment bond within the referenced 15 - 60 day time period. We also need to publish notice in a newspaper of general circulation in the Town at least 7 days prior thereto. I will schedule this for the

February 6, 2013 Town Council meeting. While we both believe the intent of the Charter is to follow the official ballot law for all budgetary items, we are going to go with the “belt and suspender” approach and schedule an additional public hearing. We both discussed this issue, and it seems that when the Town adopted the provisions of the Official Ballot laws for the budget, they did not amend the part for the bonding procedure. In accordance with our Town Charter, we can hold our public hearings after deliberative session, so while we can receive public input, it will not have any effect on the decisions being made. This does not make sense and should be amended in the Town Charter.

Coincidentally, since we held a second public hearing on the Well bond on January 14, this issue does not arise in that regard, as it is within the 60-day period of March 12.



**Town of Newmarket, New Hampshire
Town Council Business Meeting
February 6, 2013 7:00 p.m.
Council Chambers**

4. Town Council to Consider Acceptance of Minutes

- a. January 14, 2013 – Special Meeting – Public Hearing – Development of the McIntosh Well
- b. January 16, 2013 Workshop
- c. January 16, 2013 Non-Public

DRAFT

TOWN OF NEWMARKET, NEW HAMPSHIRE
SPECIAL TOWN COUNCIL MEETING – PUBLIC HEARING
JANUARY 14, 2013 6:00 P.M.
TOWN HALL AUDITORIUM

PRESENT:

Council Chairman Phil Nazzaro
Council Vice Chairman John Bentley
Councilor Mike LaBranche
Councilor Al Zink
Councilor Ed Carmichael
Councilor Dan Wright
Councilor Gary Levy

Town Administrator Steve Fournier

Council Chairman Nazzaro called the meeting to order at 6:00 p.m., followed by the Pledge of Allegiance. The purpose of the meeting was to hold a public hearing followed by a vote on the Warrant Article titled “Issuance of \$2,402,600 Bonds for the Development of the MacIntosh Well to Include the Electric Service, Wellhead Development, Piping Land Purchase, and Treatment Plant.”

The Public Hearing was opened at 6:01 p.m.

Jean Jennings of Packers Falls Road asked that the following statement be read into the record.

“January 14, 2013

To the members of the Town Council:

*My name is Jean Jennings. I live at 74 Packers Falls Road in Newmarket. I am here this evening because of my concern over the MacIntosh Well. I would like to read a statement and ask that it be put into the record. I was born and brought up in Newmarket and graduated from Newmarket High School. I spent the next three years in Lowell, Massachusetts while attending St. John’s Hospital School of Nursing where I was certified as a Registered Nurse. Shortly after that I returned to Newmarket, my home town. Some of you may remember that many, many years ago the Town of Newmarket was said to have the best water in the State of New Hampshire. And we did! Over the years after many discussions, committees, and problems we have come to this: What to do about the MacIntosh Well, which I understand has a high amount of cesium (known to me as sodium or salt.) I have a great concern for our children and for other people like me. Many people, like myself, must restrict our sodium intake daily for medical reasons, while at the same time increasing our daily requirements for fluids. This really bothers me since it raises the question: When is the sodium in our water supply too high for human consumption? How does it affect those of us who are required to limit our sodium? I have asked this question several times with no answer. As I understand it the Bennett and Sewall Wells run at 40 mg per liter of Cesium (Sodium). If you blend those two wells with the untreated MacIntosh Well that figure goes up to 130 milligrams per liter of Cesium (sodium.) To me this is a huge increase. If you treated the MacIntosh Well and then blended it with the other two wells, you get just about the 40 mg per liter of sodium, the same amount we now have. As I asked before: When is sodium in our water too high for human consumption especially for those of us who must limit our sodium intake? That question should be answered before any decision is made by the Council to go forward. Thank you for your time.
Jean Jennings”*

Ms. Jennings distributed an article on health effects and dietary concerns about sodium.

Leo Filion had questions about the secondary water standards. He said that New Hampshire had adopted these standards, and he questioned statements that had been made at previous meetings that these standards were only enforceable if the state receives complaints from water users. He wanted to see something that verified this interpretation. He read from the Safe Water Act which defined secondary standards as those contaminants which affected cosmetics such as skin and tooth discoloration or esthetics such as taste and odor. He said that New Hampshire was one of the states that had adopted these standards as compulsory. He then read from the state law that said regulated secondary MCLs, esthetic-related secondary contaminant levels, meaning that the state had adopted those levels, must be complied with. He said that they were told this the previous year.

Council Chairman Nazzaro asked Water Superintendent Sean Greig to address the health concern issues about sodium levels, especially for those on salt-restricted diets, brought up by Ms. Jennings and the enforcement of secondary standards questions asked by Mr. Filion. Mr. Greig said he could not answer what was an acceptable sodium level on a person by person basis, but he knew there was an advisory limit of 200 mg/L and that 60 mg/L was the taste threshold. He had been told that if sodium levels were in the 100 range, they would have to list it in their consumer confidence report for those on sodium restricted diets. Jeff McClure of Weston and Sampson agreed with Mr. Greig's statements, and added that the World Health Organization listed the sodium standard at 200mg/L, but DES and EPA listed the taste level at between 30 and 60 mg/L. Council Chairman Nazzaro asked if they could confirm that the level would be between 40 and 130 mg/L if they blended the water. Mr. Greig said that based on the report, the average would be around 130. He said if they were below the secondary standards there was no issue as they were told by Brandon Kernin from NHDES. They were also told that if manganese was above the secondary standard and the state received complaints, the standard could be enforced and had been enforced in the past. Mr. Greig said he was relaying what he had been told and could get something in writing to confirm this.

Councilor Levy said he had received a few calls about blending the water, and asked Mr. Greig to explain the process. Mr. Greig used three maps/charts by way of illustrating his answer. Pumping turns on or off according to water levels in the wells. The first one showed what would happen if they treated the water from the MacIntosh Well, giving it the capability of using it as a stand-alone well. In that case, he said almost everyone would get the same water. The second depicted what would happen if they blended the wells. In that case, Bennett and Sewell would come on and run for about 30 minutes after which a valve would close and the water would go into the MacIntosh Well for blending. From there, the blended water would be distributed into the system from the opposite side of the well to most of the town. When the pumps from all the wells were shut down, a valve would open and the water would go backwards to most of the rest of the town. The third showed a small area of town that would only receive water from the Bennett and Sewell. He said that in the summer, with increased water use, that area would be larger, including Dural Drive, Brialia, Wadleigh Falls, and part of South Main Street. This would affect a small percentage of the population represented on the second map.

Councilor Levy asked Mr. Greig about the different secondary standards for those receiving blended water compared to those receiving water from Bennett and Sewell Wells. Mr. Greig answered that most of the standards, manganese, sodium, chloride, arsenic and TDS were lower in water from the Bennett and Sewell. However, everything but manganese was meeting the secondary standard level. Mr. Greig they were choosing the type of water quality they wanted. If the MacIntosh Well was treated, then the water quality would be the same throughout town and they would be able to shut down and recharge the Bennett Well. He said the wells were currently below normal because rainfalls were below average. Also, if the MacIntosh was a stand-alone well, they would be better able to fix a water main break.

Councilor Zink ask what the addition costs for treating the Macintosh would be for the ratepayers. Town Administrator Fournier said that if the 20 % loan forgiveness was deducted from the \$3, 370,250 bond for treating the water, they would be left with \$2,696,270. If the 20% loan forgiveness was deducted from the \$2,402,600 bond for blending the water, the amount remaining would be \$1,922,080. The difference between costs to the rate payers would be just over \$774,000. Councilor Zink asked what the costs would

be if they decided to not treat the water at this time, but decided to do it at a later time. Mr. Greig said that not accounting for inflation, the cost would be \$774,000 plus additional construction costs of about \$275,000 for a building. (Town Administrator Fournier pointed out that the bond that was being discussed was the one for \$2,402,600.) Councilor Zink asked if it was fair to the ratepayers to risk not spending the \$774,000 now if they could wind up having to spend an additional \$275,000 in the future. He felt that the ratepayers should make that decision. Councilor LaBranche asked why they were discussing treating the MacIntosh Well water when that issue was off the table and the procedure for the meeting was to discuss the blending option at \$2,402,600.

Council Vice Chairman Bentley had pulled up a NH DES website and read aloud that as of this time there are no health based standards for sodium and chloride under the Federal Safe Water guide. It added that in the Seacoast region towns could have sodium levels between 75 and 150 just from wind-blown rain from salt water. Levels could be higher in areas that use salt for de-icing. He said he appreciated the concerns he had heard, but he would support this smaller bond. He said that at one time the taste of his water had changed, and even though he was told after testing that the water was safe, he decided to install filters. He thought that different people had different tolerances. In addition, he had had water from Hamill Farm and from the area and had not had any side effects. He said he also supported this Article as it was less costly than the treatment option. He pointed out that the taxpayers would be paying for this in addition to the ratepayers, as the High School was the largest water user and the Elementary School the second largest. Since property taxes would in effect be subsidizing the rates for town properties, he felt they should keep the bond as low as possible.

Councilor Wright asked what the blending ratio would be. Mr. Greig said that had not yet been determined, but DES requires them to do the numbers on the worst case scenario with the largest well out of service. Since the Sewell Well is larger, they had to use the numbers from the Bennett Well. The water treatment for the EDR would cost about an additional \$65,000 a year, depending on what well was in use. Council Chairman Nazzaro asked if everyone would be getting water that met the state primary standards for water quality if the water was blended. Mr. Greig said they would. He then asked if anyone receiving the blended water would have water that did not meet the secondary standards for sodium. Mr. Greig said that would not be true for sodium. Mr. Greig said there was not a secondary standard for sodium, but rather a health advisory set at 200mg/L and a taste advisory set at 60mg/L. According to the State of New Hampshire, the blended water would not present a health risk. He said they might be close to the secondary levels for manganese, and his understanding was that those standards could be going lower.

Mr. McClure said that manganese would give water a metallic taste and cause black staining of laundry and fixtures. In addition it was being tested and recent findings showed it could affect muscular and neurological formation in children at much lower levels than previously thought. The EPA had issued a health advisory that infants should not have drinking water that exceeded .3mg/L. New Hampshire does not have a primary standard for manganese and sets the secondary standard at .5mg/L. The blended water tested at about .6mg/L.

Councilor Levy asked if the \$2,402,600 bond would be enough for the flexibility to build for upgrading to treat the water if necessary. Mr. Greig said it wouldn't be, but they had estimated building the facility for flexibility would cost about an additional \$100,000. (He had earlier said \$275,000, but said that was for other upgrading expenses.) Town Administrator Fournier said that the bonding law in New Hampshire said they had to raise and appropriate the total cost before any grant money or loan forgiveness was deducted. The grant is applied to the amount of the bond. Once a bond amount is approved, extra money cannot be added even though it seems that the loan forgiveness would cover the amount. As applied to adding future flexibility to the construction, those costs would have to be added to the original bond request, in this case \$100,000 for a bond of \$2,502,600 which would be the gross cost of the project. Councilor Levy said they should consider adding the flexibility now, as it could save them in the future. In addition, Mr. Greig said they would be saving about \$30,000 annually in operating costs by not using the EDR treatment.

Council Chairman Nazzaro said they had not closed public comment and recognized Mr. Filion. Mr. Filion said there was another blending option that was not being discussed. He felt that with the no-blending option, about 95% of the water would be blended in about 10 to 12 minutes in the pipes from where they

Town Council Public Hearing
January 14, 2013

were joined on the way to the storage tank and then mix further. He said they were talking about spending millions of dollars to blend water that would be blended anyway. He had developed the plan and installed the piping on Bennett Way. He did agree that the people on Hershey Lane as well as a few others would be getting the water before it was blended. As there was no further public comment, Council Chairman Nazzaro closed the Public Hearing at 6:41 p.m.

Town Administrator Fournier said they would not need to suspend the rules to vote on the Article because this was a special meeting. Council Chairman Nazzaro called for a motion on the Article. Councilor Levy moved, reading the entire Article in full, to include the Article on the Town Warrant: *To see if the Town will vote to raise and appropriate the sum of \$2,402,600 (gross budget) for the development of the MacIntosh Well to include electric service, wellhead development, piping, and land purchase and to authorize the issuance of not more than \$2,402,600 of bonds and notes in accordance with the provisions of the Municipal Finance Act (NH RSA 33:1 et seq. as amended) and to authorize the Town Council to issue and negotiate such bonds or notes and to determine the rate of interest thereon. Further, to authorize the Town Council to apply for, negotiate, contract for, seek and do all things necessary to obtain such Federal and State grants-in-aid, contribution, assistance and to participate in the State Revolving Fund (SRF) RSA 486:14 established for this purpose as may be available, and to adopt any resolution relating thereto and to take such other actions as may be necessary to effect the issuance, negotiation, sale and delivery of such bonds or notes as shall be in the best interest of the Town of Newmarket, NH. If passed, there will be no impact on the tax rate. There will be an impact on the Water Rates. (2/3 majority vote required).* Council Vice Chairman Bentley seconded.

Discussion: Councilor Levy said he did not know if providing for the flexibility he had spoken of earlier could be done at this time or would have to wait for the Deliberative Session. He felt it would be preferable to have a plan in place should they need to treat the water. He asked what work would be done if they added the \$100,000 to the bond. Mr. McClure said they could make one of the walls removable so that it would be easier to add width to the building for treatment equipment. A treatment facility would be about 60' by 40', whereas a blending facility would be about 60' by 32'. Also they could make the slab and walls thicker. Councilor Levy then asked for a comparison of what would have to be done and what the costs could be if the facility was not built for flexibility and they found the water had to be treated. Mr. McClure said they would not be able to build an additional 8 feet to the building or provide for different mechanisms and might have to build a separate building. He agreed that it would be cheaper in the long run to do the work at the beginning.

Councilor Levy said he wanted to amend the amount in the bond to \$2,502,600. Councilor Zink said he agreed and thought it was when Councilor LaBranche had suggested that at the last meeting. No one disagreed with amending the motion to add \$100,000 to the bond to allow for possible future treatment. Councilor Levy amended the amount in the bond to \$2,502,600. Council Vice Chairman Bentley seconded. Town Administrator Fournier polled the Council on the amendment. Amendment passed unanimously, 7 – 0. Town Administrator Fournier polled the Council on the original motion. Motion passed unanimously, 7 – 0.

Council Vice Chairman Bentley moved to adjourn. Councilor LaBranche seconded. Motion carried unanimously and the meeting adjourned at 6:50 p.m.

Respectfully submitted,

Ellen Adlington,
Recording Secretary

DRAFT

**TOWN OF NEWMARKET, NEW HAMPSHIRE
TOWN COUNCIL WORKSHOP
JANUARY 16, 2013 7:00 P.M.
TOWN COUNCIL CHAMBERS**

PRESENT:

Council Chairman Phil Nazzaro
Council Vice Chairman John Bentley
Councilor Mike LaBranche
Councilor Al Zink
Councilor Ed Carmichael
Councilor Dan Wright
Councilor Gary Levy
Town Administrator Steve Fournier

1. CALL TO ORDER

Council Chairman Nazzaro called the meeting to order at 7:07 p.m., followed by the Pledge of Allegiance. Council Vice Chairman Bentley moved to seal the minutes of the non-public session prior to this workshop. Councilor Levy seconded. Discussion: Since this involved legal matters, it was not necessary to add the date at this time. Town Administrator Fournier polled the Council. Motion carried unanimously, 7 – 0.

2. PUBLIC FORUM

Council Chairman Nazzaro opened the Public Forum at 7:09 p.m. As there was no public comment, he closed the Public Forum at 7:09 p.m.

3. TOWN COUNCIL TO CONSIDER ACCEPTANCE OF MINUTES

a. December 19, 2012 Workshop: Councilor LaBranche moved to accept the minutes of the December 19, 2012 minutes as written. Council Vice Chairman Bentley seconded. There was no discussion. Town Administrator Fournier polled the Council. Motion carried 6 – 0 – 1, with Councilor Zink abstaining as he had been absent.

b. January 2, 2013 Business Meeting: Council Vice Chairman Bentley moved to accept the January 2, 2013 business meeting notes as written. Councilor LaBranche seconded. Discussion: Council Chairman Nazzaro asked if Council Vice Chairman Bentley should be allowed to vote on the minutes as he had left the meeting after item 4. on the agenda. Town Administrator Fournier said that anyone could vote on the minutes as long as he felt that the minutes were a true reflection of what had happened. Town Administrator Fournier polled the Council. Motion carried 6 -0- 1, with Vice Chairman Bentley abstaining as he had missed half the meeting for illness.

c. January 2, 2013 Non-Public Session: Council Vice Chairman Bentley asked that they defer the vote to non-public session as he had a change.

4. DEPARTMENT REPORTS

Town Administrator Fournier said they were on target for the operating budget with expenditures of 50%. The general fund budget was slightly below at 47%. The water budget was significantly over budget, but that was due to a one-time Capital Reserve Fund transfer. The revenue budget

was below estimates at this time with 55% left to be received. This was because some revenues are expected to come in later. The town's electronic newsletter was launched on Dec. 29th and comes out weekly to subscribers. He is tracking the number of readers. The town is also on Facebook and Twitter. He encouraged people to subscribe. The town and school will be producing one annual report this year to save on printing costs. The case against the town Attorney Spector and The Town Planner by Mr. Chaney had been dismissed by the court. It was found that the facts even when viewed in the most favorable light of the plaintiff did not support the plaintiff's causes of actions against the defendant's slander for title. Town Administrator Fournier said that Mr. Chaney could appeal the decision to a higher court.

Town Administrator Fournier highlighted ordinances in need of updating. By charter, the purchasing policy has to be part of the town's ordinances. The ordinance has to include the process for proposals, bonding, and set the limits on Department Heads, the Town Administrator and Town Council for making a purchase. The current purchasing policy does not contain limits on the Town Administrator's ceiling for decisions to sign purchasing orders if the funds are budgeted without Town Council approval. The town also needs to update and adopt an investment policy. He said the Treasurer and Finance Director were currently reviewing the policy and should have it for Town Council review shortly. He would be recommending these to the Town Council as part of the updating and codification of ordinances.

He reported on two positive newspaper items. There had been a letter to the editor praising Terry Littlefield, Scott Marsh and the assessing office, and another article in the 'Boston Globe' Travel Section describing Newmarket's attributes and encouraging people to consider it a worthwhile day trip destination. Councilor Levy commended the amount of information in the department reports, specifically mentioned the police report. He said he had not known what they were dealing with and was pleased that they were 5% under budget. He said his comments also applied to fire and rescue. Councilor Carmichael asked if the solid waste contract with Bestway would continue on a month-to-month basis until a new contract is approved. It will, and representatives from the 3 communities involved in the contract will meet shortly with the contractor they believe represents the best offer before making recommendations for the 3- year agreement.

Councilor Carmichael asked what kind of fuel was in the 6,000 gallon underground tank at the wastewater facility and how they prepared bids. Town Administrator Fournier thought this was a propane tank, but said he would check. He recommended that bids for fuels be advertised in the late spring for the best price, and hoped to advertise with the school to have a larger pool. Council Vice Chairman Bentley referred to Chief Cyr's report that showed Newmarket had one of the lowest costs per call, attributing this to good leadership. He said he found the service level of dispatch and providers maintained its professionalism despite increased calls. Councilor Zink commended Town Administrator Fournier for having all the reports in the same format and for having them clear, informative and up-to-date. The reports are available to citizens in the Council packets.

Council Chairman Nazzaro said he liked the format of the reports, and asked where to find the expenditures for snow removal and salt. Town Administrator Fournier said they were under roadways and sidewalks, and as of December 31st, there was 27% left in the salt budget and 18% in the sand budget. He noted that much of the purchasing is done at the beginning of the year and stockpiled. Council Chairman Nazzaro then referred to the revenue section reported in financial highlights. He asked if the 56% reported for ambulance receipts, for example, was a figure for the month or for the amount received thus far during the fiscal year. The percentage represents what has been received of what was budgeted for the year. Anything shown above 50% half way through the year is above estimated revenues. Car registrations are at 53% and ambulance receipts are at 56%. Wastewater shows 75% of budget expenditures, but that reflects the \$300K+ transfer to the Capital Reserve Fund.

Council Levy asked about the remaining figure in the water budget for the year reported at 27% of budget. This was because of the one-time \$359,900 transfer to the Capital Reserve Fund. Council

Chairman Nazzaro said it would be helpful to have this also reported on a monthly basis to know whether or not this was an issue of concern. Town Administrator Fournier said the one-time contribution was on page 49 under budget details. Councilor Zink asked about the rooms and meals tax, saying it seemed that the funds would be withdrawn back to the state, and asked if this was reflected in the town's budgeted revenues. Town Administrator said he had met with house and senate leadership about revenues, and this was mentioned along with the \$156,000 the state currently owes the town. As there is a downward trend in the percentages the town is receiving, originally from 40% to 29% and now 26%, he is budgeting more conservatively for this revenue item. He said he and others were trying to encourage the state to not reduce the percentage further, but to allow it to go back up.

The town does not send much money to the state and a portion of property taxes does not go to the state to be returned to towns. Money does go to the county, but state school funds collected stay in Newmarket as it is a receiver town. Councilor Levy asked about the wastewater revenues on page 65 of the packet that showed they were at 75% of budget. Interim Finance Director Matt Angell said he would be meeting with Wastewater Superintendent Sean Greig the next day to find out whether or not this represented a surplus. He wanted to insure that billings were where they should be and they had not billed in advance during any quarter.

5. TOWN COUNCIL TO CONSIDER REPORTS FROM COUNCIL REP COMMITTEES

a. Planning Board, Councilor Carmichael: The Board had met on January 8th to discuss expanding the mixed-use functions within the downtown. This was on the agenda for presentation and discussion later in the meeting.

b. Highway Safety, Council Chairman Nazzaro: There had been no meeting.

c. Conservation Commission, Councilor Wright: The Commission will host an information forum on the health of the Great Bay, estuaries and non-point sources of pollution and Newmarket's wastewater treatment facility on Tuesday, February 19th from 7:00 – 9:00 p.m. in the town hall auditorium. Peter Wallenberger, Michele Daily, Sean Greig, and perhaps one other person will speak. The forum will be broadcast on Channel 13, and available for re-play on the town's web site. The focus will be on the importance of the Great Bay to the community and of the town voting to approve the new wastewater plant. He cited Ellen Snyder as the person who put the program together.

d. CIP/Efficiency Committees, Councilor LaBranche: The CIP Committee had finished its work, and the Efficiency Committee had not met.

e. Budget Committee, Councilor Levy: The Committee held its public hearings of the school and town budgets and warrant articles on Monday, January 14th. The Committee will meet on Tuesday, January 22nd at 7:00 p.m. to finish voting on its recommendations.

f. Economic Development Committee, Councilor Levy: The Committee held a meeting a few weeks prior. They had discussed Newmarket as a whole, Committee goals and duties, and members expressed what they would like to see in Newmarket's future. He felt they had come to a consensus that it might be worthwhile to bring in a consultant to help formulate an appropriate potential plan. The plan would entail getting a consultant and getting public input. He believed they were going to meet again in February. He said he had spoken to a consultant who would be sending him information which would also be sent to Town Administrator Fournier. Councilor Zink said it might be worthwhile to contact Durham's Town Administrator about the selection process for a consultant. He said the meetings of their Economic Development Committee could be viewed on Channel 22. Councilor Levy said that Newmarket was not unique in looking for additional revenues for the town. Council Chairman Nazzaro said they should insure that Newmarket's EDC meetings were televised as well. He added that Councilor Levy had been voted

Chair of the Committee. Jerry O'Connell will be Vice Chair. The Committee is seeking two more members.

g. Advisory Heritage Commission, Councilor Zink: The Commission had not met.

DISCUSSIONS/PRESENTATIONS

a. Restructuring of Impact Fees, Planning Board Chairman Val Shelton – Power Point Presentation

History: The Ordinance to collect impact fees was adopted in February, 2001 by the Town Council after fee schedules set in 2000 determined what amount of each fee collected would go to each of the four categories: school, recreation, water and wastewater. At that time the school impact fee was determined to be \$3,418, recreation, \$276, water, \$737 and wastewater, \$1,226 per single family unit, and the first fees were collected in 2002. Impact fees, paid for by developers, are meant to compensate for the additional impact on services by increased population. In August, 2007, Bruce Mayberry reviewed the ordinance with the Council. According to RSAs, impact fees cannot be used to pay for upgrades or existing needs for the existing population, but only as stated above. The non-appropriated share of the fee must be returned to the owner of record six years after collection with interest. Additionally, the fees may constitute a recoupment of past investments in capacity to service new development used as capital budget for future projects, or on debt service to pay for remaining capacity to serve new development. At that time, Mr. Mayberry wanted the Council to consider whether the capital structure for the fee basis was still the same, as it should be reviewed every five years. He also asked if the collected fees had been appropriated or refunded, and if the expected increase in school capacity had actually occurred. He also asked if the standards and investment objectives for recreation had remained the same over the seven years, and if the water and wastewater uses were consistent with the original basis.

In September, 2010, as required, the Planning Board established a committee to review records, ordinances and RSAs on impact fees and they attended a NHOEP workshop. As impact fees are complex and hard to grasp, Bruce Mayberry was again hired in 2011 to review and report his findings to the Planning Board, who in turn reported its findings and recommendations to Town Council in late 2011. There were questions of tracking fees and appropriateness of their use. There was a discussion in January, 2012, but no follow up by the then Town Administrator.

Chapter IV of the ordinance, based on RSAs, covers impact fees. Section 7:07(B) (9) states that impact fees shall not exceed the costs of providing additional or expanded public capital facilities necessitated by new development in Newmarket, and/or compensate the Town of Newmarket or Newmarket School District for public capital facility capacity that it provided in anticipation of a new development in Newmarket. Section (J) (1) concerns use of funds, stating that funds withdrawn shall be used solely for the purpose of acquiring, constructing, expanding, equipping or improving public capital facilities, to increase their capacity, or to recoup the cost of such capacity improvements. Section (N) states that the methodologies adopted by the Planning Board for impact fee assessment and associated fee schedules shall be reviewed periodically and amended as necessary by the Planning Board. This should be done at least every five years. Any proposed changes should be sent to the Town Council for its review and comment.

In 2004, there were changes in the state statutes on impact fees. RSA 674:21, V stated that changes enacted which would allow clarification and simplification of the ordinance would be updated in compliance with sections in the in the 2004 statute. RSA 674:39 incorporates specific limitations on the vesting period applicable to impact fees on development within previously approved plots. It goes on to say that there may be instances where construction on lots within some older approved plots are now subject to impact fee assessment. This would affect developments that were done before the impact fee ordinance was enacted.

Ms. Shelton said the 2011 Planning Board report primarily focused on whether or not impact fees were being used for projects which increased capacity to accommodate growth from new development. The report also focused on the cost and time spent in accounting and administering the plan and liability of refunding money that had not been used properly. It looked for better methods to offset the costs of expansion and maintenance, such as system development charges. The Planning Board had come to a conclusion in 2011 that the current ordinance should be repealed after adoption of system development charges (SDC) s for impact to the water and wastewater systems. The advantages would include: no time limit for use; they would not be tied to increased capacity caused by new development as they could be used for maintenance and expansion; and the Planning Board has the authority to negotiate off-site improvements as part of the development review process. This could be revisited at a later time, specifically with a bonded project that increased capacity of existing uses.

Ms. Shelton asked for questions or comments from the Council. Councilor Zink asked how a developer might look at the Planning Board's recommendations. She said that impact fees are a cost for the development, and a developer has to calculate that cost for doing business in Newmarket. That fee structure has not been changed for some time. She said if they rescinded the impact fee for just water and wastewater and replaced it with a system development charge, Mr. Greig and his staff would work on developing the charge structure with a consultant like Mr. Mayberry. The charges could be allocated over more development, rather than only those that presented a need to increase capacity. She said that most municipalities were using system development charges for such things as water and sewer. She added that in the case of the Downtown Project, if the money was coming in from system development charges, there would have been no discussion as to whether the money was being spent appropriately. The money could be used for expansion, maintenance or improvements.

Council Vice Chairman Bentley said that dollar for dollar, whether they had impact fees of system development charges, it was bringing money into the town. He asked if the amount raised from SDCs would be similar to that from impact fees. Ms. Shelton said she did not know, because the current fees were based on year 2000 data for increased capacity. She felt that Mr. Mayberry would be able to analyze and update the data, as it was beyond the capacity of the Planning Board. Councilor Levy asked about the decision as to whether the school had used some impact fees correctly. This had gone back and forth, but had eventually been deemed appropriate. She said there were 2 issues: using fees to plan for future increased capacity and then realizing the population growth and carrying out actions, such as building. This created a liability and confusion which had eventually been determined to be an appropriate use of fees. Councilor Levy said he would not feel comfortable changing from the current system until he knew if the alternative would bring in less or more money.

He then asked why such a high percentage of impact fees were waived. Town Planner Diane Hardy referred to the RSA that was amended in 2004, part of which stated that impact fees could be charged against grandfathered lots. When the town went forward with the impact fee program in 2001, there was an uproar from several developers in town, who threatened a lawsuit if the fees were imposed on these lots. She had a memo from Attorney Malcolm McLean's office that recommended they grant waivers for the grandfathered lots. They had similar advice from Attorney Richardson. The bulk of the waivers were granted in 2001 and 2002. She said that in 2004 they found out that their legal counsel had been wrong and they could have charged the fees for some of the grandfathered pre-existing lots. She said now it was too late to impose the fees retroactively. Councilor Levy asked, if they had the SDC, would that also be grandfathered. Ms. Hardy said the impact fee comes under the state planning statute and is related to the Planning Board's approval of development as land use control. The SDC comes under a different RSA and does not follow the vesting criteria and the vesting case law that planning decisions do. Ms. Hardy said there were many gray areas in impact fees and a question as to how far they could go without exposing themselves to litigation.

Councilor Wright asked Ms. Shelton if they could get an example of an impact fee versus a system development charge in relation to the Economic Development Committee. He asked if it was possible to get a break down. She said the SDC would be determined by the water and sewer departments and the Town Council, not the Planning Board. She said the SDC had a fee process similar to determining tie-in fees for water and sewer. It was outside the realm of a Planning Board and could not be waived. She said the Planning Board had waived several impact fees, especially school impact fees in developments that were planned for no or few children. They had waived all the fees for conversions, rather than additions, to single family homes for in-law suites, as they did not increase capacity. Council Chairman Nazzaro asked if the SDC would only be for water and sewer. Ms. Shelton said yes, as these were the systems that Newmarket had. He asked about the analysis for the rates. Ms. Shelton said that when they had hired Mr. Mayberry in 2011 to do this, there was going to be a two-phased approach and their budget was \$20,000: first, analyze the ordinance and compliance with the RSA and conduct a fiscal analysis and come up with recommendation for about \$6,000; second, update the fiscal analysis, bring compliance up to date with the recreation master plan, as well as the goals and objectives of the water and sewer departments and the school for about \$14,000 to \$15,000. However, it made more sense to work on system development charges for water and sewer, and then do an analysis and updating of impact fees for the school and recreation, if the Council wished to continue with the fees for the 2. She said the biggest benefit from the SDC was that it did not have a 6 year constraint. Also, if extending the sewer line benefited 5% new construction and 95% existing, only 5% of the cost could come from impact fees.

Town Administrator Fournier said he would have to talk with Mr. Greig to determine what the system development charge could be and what the difference would be between the two. He said that the use of a structure would determine the amount of the charge. Council Chairman Nazzaro asked if a SDC would broaden what they charged for or would be the same as an impact fee. Ms. Shelton said it was different and would be similar to a water or sewer tie-in fee, and a charge for using the infrastructure of the systems. She said they had waived the water and sewer impact fees for those with septic systems and wells as there was no impact to the existing infrastructure. Ms. Hardy added that impact fees can only be used for development that increases the capacity of the system. SDCs can be used for that purpose, but also for existing deficiencies in a system that can be corrected by maintenance and upgrades. A SDC can be an on-going fee as it does not allow for grandfathered properties. She recommended that they bring in an expert who has worked with this type of system. She said the Town of Plaistow had instituted this system, and felt someone from there might be able to point them in the right direction.

Council Vice Chairman Bentley said he thought, if they placed the water and sewer under SDCs, they would have to continue with impact fees for recreation and the school as a development could be built in an area without water and sewer and still have a great impact on the other two. Ms. Shelton said the recommendation was to place the water and sewer under the SDC system and keep the school and recreation in the impact fee system. The basis for the impact fees would be updated as they were required to be every 5 years. Council Vice Chairman Bentley said that they needed to see the figures to see how they could affect the town.

To Councilor Levy's question, Ms. Shelton said the Planning Board has the right to waive impact fees, but has nothing to do with a system development charge. He told Town Administrator Fournier that if they were going to do an overview, he thought they should see what had been collected since the program had been started and what had been waived other than what had been grandfathered. He said that if they were looking for development to help reduce the tax rate and if they did research to determine how much had to be done to develop infrastructure, only to waive the fee, he wanted to know how much was waived to get a better idea of possible revenues. Ms. Shelton said that no matter what they were receiving in revenues, they were matching in expenditures. Councilor Levy said this could be looked at another way: anything they were not reimbursed for would affect the tax rate. Ms. Shelton agreed that it was a very complicated subject.

Council Chairman Nazzaro said that whether or not they decided to change to a SDC, they were many years behind in reassessing and updating impact fees. He said that unless anyone had an objection, they should ask the Town Administrator to look into what the cost would be to hire someone which would allow them to vote on it at the next business meeting. He asked that if the amount was to be too high, that a bid be prepared. Councilor Wright said his only concern with a SDC was that in theory it could be an on-going charge. Ms. Hardy said it could be a percentage of the user rates for future development and maintenance costs. In that case, the user, not the developer, would bear the cost. She said she was not all that familiar with how the basis of cost was determined, and suggested that they bring in someone with expertise in that area. Councilor Levy suggested that before they brought in a consultant it might be worthwhile for the Town Administrator to contact other area communities to see what they are doing and why.

b. Proposed Amendment to Town Zoning Ordinance: To expand the mixed-use functions within the downtown village area – Diane Hardy and Val Shelton, Power Point Presentation

Ms. Shelton prefaced her presentation by saying that if any zoning change was to be enacted, it would have to be a partnership between the Planning Board and Town Council. The Planning Board had voted unanimously to recommend expanding Newmarket's urban development for a positive impact to the tax base, residents, visitors and image. She showed a color-coded map detailing the areas which would be changed from B-1 and R-2 zoning districts to M-2. After Chapter 6 of the Master Plan, economic development, was established, the Planning Board looked at areas of town that could be modified to expand the tax base and stimulate business growth. A sub-committee of three was formed originally to focus on the Route 108 corridor, and after several meetings began to focus on the areas adjacent to downtown. They began to move forward with the M-2 concept which would allow multi-family residential of three or more units and mixed-use development by special permit granted by the Planning Board. This would allow residential and business development within the urban area.

Once a draft of the proposal was prepared, they held public comment sessions, and removed the area north of the 108 bridge from the proposal. The remaining proposal would rezone 37 parcels: both sides of Elm Street, currently zoned B-1, the area around the railroad tracks, currently zoned B-1, and the residential in-fill area south of the tracks. Ms. Shelton explained that zoning only works well when it reflects the uses that actually exist within the zones. She said that of the 37 parcels under discussion, 34 are non-conforming under the existing B-1 zoning. The only 3 parcels that are conforming are the business park with the 2 medical centers, Riverdale, which is currently vacant, and Cheney Property Management on 108. She said the other 34 properties consisted of single family houses, duplexes, multi-family housing, multi-use buildings, the library and parking lots. She then showed slides of some of the parcels on Elm Street and the southern end of Route 108 ending at the vacant lot next to Rite-Aid, and described the use of each property.

Ms. Shelton's next slides addressed the question of why this area was being recommended for re-zoning. There has been little commercial development in the current B-1 zone. Although several conceptual designs had been presented, most would require variances because of current zoning regulations. The Zoning Board of Adjustment, (ZBA), has commented on constraints in granting variances on projects which have come before them and which could potentially benefit the town. The ZBA has recommended zoning ordinances be reviewed and modified accordingly, as it is under constraints from RSAs in granting variances, even though they might be beneficial to the town. Chapter 6 of the Master Plan identifies the responsibilities of the Planning Board to "examine and update the Table of Permitted Uses in the Zoning Ordinance and consider providing more flexibility in the determination of permitted uses". It also identifies its responsibility to "assess the development review process and assure that it provides flexibility, fosters a "business-friendly" atmosphere, while encouraging quality development and to modify development regulations, as appropriate, to streamline the permitting process." Ms. Shelton said the Planning Board was looking for a basis of understanding that the Town Council members would support zoning changes that would grant the Planning Board flexibility to move ahead with projects that would have a positive fiscal impact to the town.

Town Planner Diane Hardy related specifics of the seven areas within the zoning ordinances for proposed changes: the zoning map; Section 1.09, Special Use Permits; Section 2.02, M-2 District Standards; Table of Permitted Uses; Table of Dimensional Controls; Section 5.08, Downtown Commercial Overlay, and Section 7.02, Mixed Use Development. Changes in the zoning map involve 4 areas: the north side of Elm Street, along Washington Street and Lincoln Street to Spring Street; the south side of Elm Street and east of Spring Street behind the library; south of Route 152, east of Railroad Ave. along the railroad right-of-way, and south from New Road along Route 108 to the Police Station and Rite Aid. Within the proposed zoning, there is recommendation to the section pertaining to mixed use permits be amended to allow for multi-family uses in excess of 3 units by special permit of the Planning Board. Also there would be a provision for allowing mixed-use development by special permit including multi-family residences of 3 or greater units.

Ms. Hardy said the revisions they were asking for were contained in the M-2 district in Section 202 of the zoning ordinance. There are proposals to change the Table of Permitted Uses. The key changes would be to the multi-family residential area and mixed use developments of 3 or more units. Currently, mixed-use and multi-family use are permitted in the M-2 district under the purview of the ZBA, but the proposal asks to shift that authority to the Planning Board. The Planning Board would have to determine that proposed projects would have a positive fiscal impact on the town, that proposed multi-family residences would be feasible based on a market analysis provided by the developer, and that there would be at least 2 parking spaces provided per unit. The multi-family buildings could not have more than 4 residential units, and any buildings with residential units on Main Street, South Main Street, or Exeter Road could not have housing on the first floor.

Changes to the Table of Permitted uses would delete the category of student housing in its entirety from the M-2 district. They were recommending that research/development uses be permitted in the M-2 district, along with automotive uses, fraternal organizations and office complexes along with mixed-use development. They intended to insure that the uses in the M-2 district would be consistent with the uses in the B-1 district so that current property owners would not be adversely affected by the change. They included commercial amusement and civic uses along with fraternal organizations and office complexes in the B-1 district. Section 202 includes design standards, but the Planning Board had decided to recommend that for flexibility, this be moved to the Site Review Ordinance, which is under the purview of the Planning Board. The Planning Board is also recommending removing current restrictions on drive-through facilities in the M-2 district, feeling that it could be better regulated through the site-review process.

The Dimensions Table would reduce the maximum height restriction from 50' to 35'. The Planning Board would be able to waive road setbacks, side and rear setbacks and height restrictions in the M-2 district by a Special Use Permit if determined to be consistent with the district, compatible with the character of the area and not adversely affect the surrounding area. They were recommending that the current overlay area be removed from the Ordinance and placed in the M-2 district, as all the language had been incorporated into that district. Density limits would be limited to 6 units per acre with approval of a site plan review. Ms. Shelton said they were trying to make it less burdensome for a property owner or developer to come before the town. To receive a special use permit and applicant would have to demonstrate that the proposed project would have a positive fiscal impact on the town, be suitable to the location, be consistent with the district, and not cause any significant adverse environmental or traffic impact. This would eliminate the requirement for a developer to appear before the ZBA before going to the Planning Board to seek a site plan review.

Ms. Shelton said that one of the Planning Board members had asked what the impact would be of additional multi-family units if the district changes were made. Six units would be allowed per acre for the 37 parcels. Considering the number of lots and their acreage, the total number of units allowed would be 109, and 47 already exist, 18 of which are grandfathered in under non-

conforming use. She said at least one lot was too small to support even one residential unit, and in other cases set-backs, wetlands and topography issues would prevent this type of development. A lot currently used as a parking lot for the Mill and a lot including the railroad tracks would not be developed. She said that very often when a multi-use building is developed it includes condominiums, and the Planning Board and municipality cannot regulate apartments versus condos as it is a deed/ownership issue. She said there was a financial incentive for a developer to prefer condos as their sales can help finance a project.

Ms. Shelton said this proposal was an example of good urban planning and a plan to help reduce urban sprawl. The proposal follows national trends, and by moving people closer to the urban center of the town this would reduce the impact on infrastructure expansion in addition to helping local businesses. Impact studies would be required for any structures having more than 3 residential units or any multi-family units. There would be no residential units allowed on the first floor in structures built along Route 108. She said a significant number of the 37 properties would have to have mixed use if they were to be developed. Ms. Shelton closed by reiterating that they were there to partner with the Council to expand Newmarket's urban development for a positive impact to the tax base, residents, visitors and image. She showed slides of properties in Newmarket that it was thought could be improved with the proposed transition to M-2 zoning.

Discussion: Council Chairman Nazzaro said there would be at least 2 Public Hearings before the Council could vote on any zoning changes. He asked for questions from Council members. Councilor Wright asked if a building with commercial business on the first floor and residences on the second would have 2 parking spots reserved for each of the residences. This was the plan, but the parking for the commercial space would be determined by M-2 zoning, unlike that in the B-1 zone. Ms. Hardy explained that in the B-1 district a certain number of parking spots were determined by, among other things, square footage of the building and number of tables. Under M-2 zoning, requirements for parking were flexible and the developer could provide the opportunities for shared parking with adjacent property owners or for municipal leases. They also provided the opportunity for the developer to put together a plan based on the nationally accepted standards of the US Institute of Traffic Engineers. She said considering the small lots, they had to maximize the space they had for parking. She said there was a built-in incentive for developers to work on plans for parking. Councilor Wright said he was concerned with available parking. Ms. Shelton said the buildings with reduced height, would be smaller, and the Planning Board had the same concerns so each plan would be site specific.

Ms. Shelton said the developers had some of the same concerns, and that was the reason the Board would look at the smaller non-conforming lots individually. Council Vice Chairman Bentley asked about waiving the height of a structure. Ms. Shelton said that would only be done if it was consistent with the surrounding area. He said that he had several messages from constituents, and had seen in the presentation that the Planning Board was concerned with positive fiscal impact from projects. He wondered specifically about the vacant lot next to Rite Aid, and asked if conceivably someone could build a structure with a business on the bottom and 3 residences above as could happen with other buildings in the area. He said the people who contacted him were concerned that increasing residences in these areas could tax the services of the town, while not providing sufficient tax revenue to offset the impact. Ms. Hardy answered that a developer would be required to prepare a report of the fiscal impact to the town for increased services along with the revenue the town could expect to receive. If the Planning Board found the project would have a negative impact, it would not be approved. She emphasized that each plan would be considered on a case-by-case basis.

Council Vice Chairman Bentley said he then questioned how a development could have a positive fiscal impact. Ms. Shelton gave the example of Bryant Rock, which she believed generated about a quarter of a million dollars, and the Mill. The Planning Board had asked the Tax Assessor what would be the most profitable development is for communities, and been told that they had conserved all their high taxable land. Waterfront, high-end residential properties would bring in the most revenue, but that was not an option for Newmarket. She said she believed that the

projects that cost the most money were tract developments on the outskirts of town. Councilor Zink said what he had heard that evening and from residents concerned the dilemma with apartment buildings and children, etc., and what could be done to curb that expense. He said that what he didn't understand until the presentation that evening was that the town could, based on a negative financial impact of residential units, disapprove them. Ms. Shelton added that the developer would be required to produce a fiscal impact report, but if the Planning Board questioned the findings, it had the right to hire its own consultant and pass the charge along to the developer.

Councilor Zink asked if it would be possible to build residential units in the M-2 zone if it was shown there would not be a positive impact. Ms. Hardy said the fiscal impact study would be a requirement for units of 3 or more residences in the M-2 zone, whereas, in other parts of town that were zoned for multi-family residences, this was not required. Councilor Levy asked how a negative impact found through the site plan review would be determined on Route 108 and how subjective the review process would be. Ms. Hardy said the site review process for multiple housing unit development required a traffic impact study that would be reviewed by a traffic engineer. Also, the Planning Board can hire a consultant to represent its interests and review the data for accuracy. In addition, if it is determined that a project will have major traffic impact, the Board can negotiate for off-site improvements to accommodate the increased impact. Ms. Hardy said the same process would be in effect for environmental impacts, such as noise levels, and the Board could limit the decibel level so that it did not adversely impact adjacent properties, such as they had done for the Mill air conditioning units. She said the data from all the studies was critical for the Board to come to decisions on plans with the developers.

Councilor Levy said he had heard questions from citizens about water and wastewater capacity. He said that they now had an Economic Development Committee that would also be considering the downtown, although he personally felt it should be considering the whole town. He said there were 2 Warrant Articles that addressed water and sewer capacity, and he thought that the zoning change should not be considered until they knew if they had passed. He questioned the capacity if it was possible to have 6 residential units per acre, or 4 per structure with 2 businesses included. The town is not under a building moratorium, although it has been threatened. Ms. Hardy said they did a build-out analysis for the potential of 80 new units within the area, but that study assumed that all the land was suitable for that type of development. She estimated that 20% of the land would not be suitable and 20 units would not exceed the water and sewer capacity. She felt it was an over-reaction to suggest they wait for the vote because at any time they could have a proposal for another zoning area that would add 20 units. Ms. Shelton added that water and sewer capacity is part of the review process even for a business project and all the department heads including the Water and Wastewater Superintendent have to review and provide input on any proposal that comes before the Planning Board.

Councilor Levy said the document stated that the Planning Board may waive certain restrictions, such as for road setbacks, side and rear setbacks and height. Ms. Shelton said that any residential units on Route 108 would have to have a business on the first floor and a height restriction of 35 feet. There may be no more than 4 residential units in a building, and no more than 6 units per acre on the lot. He referred to page 99 that stated the Planning Board, rather than the ZBA would be responsible for fiscal impact studies. He also read a statement that said the Planning Board could waive this study if it felt it was not necessary. He felt this was giving a lot of leeway to a Board and he did not feel comfortable with it. Council Chairman Nazzaro questioned that a developer could do a feasibility study, and if the Board did not agree with the findings it could hire its own consultant and charge the developer. Ms. Shelton said they had done this before, and it was a practice consistent with other towns. He said he did not think this was right. He asked if they had done a worst-case scenario for this zoning as to what the figures would be for a project with the largest draw on services producing the smallest revenue. Ms. Shelton said they could hire 5 different consultants and get 5 different answers. He said that there had to be such a scenario out there for zoning changes.

Council Chairman Nazzaro said they had mentioned conceptual designs that the Board was not able to approve under current zoning. He asked for examples and for an idea of any projects that might be approved with the zoning change. There were developers in the audience, and with no Council objections, Walter Cheney came forward. He said he had a proposal for mixed-use development in a B-1 zone that was not approved because that type of development was not allowed. He said it was not economically feasible to develop the property without a residential aspect, and the banks would not give him a loan. The combined lots were too small to build a business structure large enough to generate sufficient income and also provide for set back and parking requirements. He said that second story office space was not desirable, but that second story residential space was. He said that renting the house on one of the lots as an office would not generate any additional revenue for the town. He said that within the B-1 zone it would be necessary to acquire multiple lots to make a commercial building large enough to support a business. In addition, existing structures would have to be demolished, which would make the project too costly. His proposal was for 6 residential units, where now there are 3 in a separate house, and about 7,000 square feet of retail space. Under the M-2 zoning, he would only be able to have 4 residential units because the 2 lots combined would be less than an acre.

Currently there are 3 units on the site, with a single family house and a duplex, and Mr. Cheney runs his office out of one of the units and rents the other 2. Councilor Levy asked what the difference would be between the current revenue to the town and that which would be generated by the mixed-use development proposed by the zoning change. He also asked about adequate parking for retail/office space and residential units. The 2 lots combined are .91 acres. Mr. Chaney said his proposal had met the parking restrictions for one space for so many square feet of the building space and two spaces for each residential unit. The first variance heard was for building residential units in a B-1 zone, and it was denied. The second variance would have been to have the dumpster in the side set back, but they never got to that point. He said that building and then renting 3 units of office space would not bring him close to the revenue he gets now by renting 2 residences and using the other as his office. This was because of the costs associated with developing the property, and even though he owned the 2 lots, he would have to add those costs in. He said in Newmarket, he could not get enough rent per square foot for commercial space to make the cost of building economically feasible.

Council Wright asked Mr. Cheney if he could provide a conceptual drawing of the building he had proposed. Mr. Cheney said he would get that for them. Councilor Zink said that as a developer he understood why the project would only work economically with residential units attached. He added that commercial space with residential units on top would have higher assessments and generate more tax revenue for the town. Councilor Levy said he did not have enough information yet, but at this point he thought the densities might be too rich. Councilor Wright said he was always looking for something positive for the town, but asked what the unintended consequences could be with the zoning change. Ms. Shelton pointed to the parking lot and the construction site that was not supporting the mill redevelopment, and said it was not a good spot for urban in-fill. She said it was ideal for mixed use as a transition from down town to Spring Street which is all residential. She said it was easy to conceptualize a 35'high building there with mixed use. The property does not front on 108, so there would be a chance that it would become all residential. If the units were large enough, they could bring in larger families with more associated costs. She could not say that this was an unintended consequence, but it was not the best use for the property.

Ms. Shelton said they had lost the urban feel of the old days, when there were structures with retail space on the bottom floor and residences above. She said they were trying to grow the M-2 area, because it was a very successful area for the town. She said the better question to ask the Assessor would be: Do the existing properties in the M-2 zone cost the town money, or does the town make money from the properties? Council Chairman Nazzaro asked if Town Administrator Fournier could get them those figures. Councilor Levy said he would like to see a break out of where various sections of the code were moved. Ms. Hardy said that design standards had been moved from zoning to Planning Board site plan regulations as they were allowed to do by RSAs. Ms. Shelton said that this at the request of the Zoning Board, as it is constrained by the fine-print area.

They could not grant variances in many cases, and without that ability it was difficult to get business development. Also, the process was a burden on the developer, who would now only have to meet with one Board. She said it was up to the Council to decide what the function of each Board should be.

Council Chairman Nazzaro asked if the Council had to accept all or part of the changes. Town Administrator Fournier said they could amend them. He asked Town Administrator Fournier to provide financial data to prove or disprove the thought that apartments draw on more services from the town and generate less tax income to the town than other properties. Ms. Shelton said they should look at non-single family units. Town Administrator Fournier said if the ordinance was to be introduced, the first reading would be February 6th, and further discussion could be at the February workshop. The required Public Hearing would be at the March 6th business meeting which could be followed by a second reading and a Council vote. If there was a lot of public input, the ordinance could be held over until the April business meeting for a third reading and vote. Councilor Zink pointed out that there could be new Council members in April. Town Administrator Fournier said one thing that was missing from Council rules was an expiration date for ordinances, which would allow ordinances to expire and then be re-introduced from the beginning. He said they would probably have to educate new Councilors. Councilor Carmichael, as the Council Rep to the Planning Board commended Ms. Shelton, Ms. Hardy, the sub-committee and the entire Planning Board for all the work they do and the number of hours they spend. He said this was a complex issue and he expected there would be more questions.

c. Electric Rate Presentation – Interim Finance Director Matt Angell

Currently the town has a contract with NextEra to provide electricity which the town pays PSNH to transmit. The town has 35 accounts with NextEra and 2 with PSNH, although all the billing comes through the latter. The average usage for the town is 124,000 kilowatt hours a month. The Town Administrator entered into the first contract with NextEra for the largest accounts on Sept. 28, 2011 at a rate of \$.07445 per kWh. The 12 month contract began on Dec. 1, 2011 and included street lights, well pump stations, the police station, library, Town Hall, fire station, DPW garage and the treatment plant. The Town Administrator entered into the next contract on January 25, 2012 for an additional 21 accounts at a cost of \$.07207 per kWh. That contract began in February, 2012 for a 10 month period, and included storage sheds, the Wadleigh Falls water pumping station, the dam gates and other medium to small accounts. The Town Administrator entered into a third contract with NextEra to renew all of the accounts on May 24, 2012 to take effect in December, 2012 for 12 months at a rate of \$.07075 per kWh.

Mr. Angell selected a 10 month period when analyzing the figures, and found the town had saved \$9,776 from December, 2011 to September, 2012 when comparing NextEra rates with those of PSNH. However, Mr. Angell had been approached by the School District about combining their electric rate bids. The school's agreement runs month-to-month with variable rates, which would make it feasible to combine bids. Mr. Angell had contacted the school's provider and been told it would have charged the town the same rates as the school for the 10 month period. The company also questioned the higher rate for street lights, saying it would have been charged at the lower night rate differential for off-peak usage. If the town had used the same provider as the school over the 10 month period, it would have saved an additional \$16,993 without any discounts for street lights.

Mr. Angell's spread sheet highlighted those accounts that were at the higher rate. Also he had a letter from PSNH that allows them to charge \$.0954 per kWh as of Jan. 1, 2013, and the town's current rate is \$.07075 per kWh. The school is paying just over 6¢ per kWh. At the next meeting, Mr. Angell will ask the Council for permission for the Town Administrator to renegotiate the rate with the town's current provider, or the authority to break the contract and go out to bid with the School District for electric rates. He said the current contract might fit the town's needs, but based on the past, the town could have saved money by bidding with the school. He said anything he and the Town Administrator would be reaffirmed by the Council.

Councilor Levy asked what the electric contracts had not come before the Council in the past. Town Administrator Fournier said he was reviewing the current purchasing policy and could not find confirmation that the 2009 policy had been adopted by the Council. However, there was nothing in the policy that limited the Town Administrator's ability to expend funds. If a large expenditure was in the budget, after receiving bids, the Town Administrator could sign the purchase order without going back to the Council. He said that was not what they currently do, with the assumption that he felt there should be some authority limits imposed. The Council had never put in a ceiling for Council review in its policy. He said he would also be looking into multi-year agreements, although in this case it did not appear that this was done. He said that multi-year agreements should also be approved by the Council. He said the current policy has an exemption for utilities, which is not unusual. However, he thought that anytime there was something new or out of the ordinary it should come before the Council for review.

Councilor Zink said that he would support the attempt to get a better rate, as the Council would be informed if this was possible and if there would be any penalties involved. To Councilor Wright's question, Mr. Angell will try to find out if the town and school together could get a better rate with a bulk purchase. Council Chairman Nazzaro asked why the town had 37 separate accounts. Mr. Angell said he thought that was dictated by PSNH and related to the separate meters on each of the buildings. Council Chairman said he supported going with the school to get the lowest rate possible. He added that he would like to see the purchasing policy loophole closed that allowed the Town Administrator to approve multi-year and high dollar amount contracts. Town Administrator Fournier agreed that it was improper. He added that it made perfect sense for the town and school to work together on fuel and electricity purchases because bulk purchases brought better rates. Council Chairman Nazzaro said that they also should incorporate night rates into the package. Town Administrator Fournier will try to renegotiate the contract first, and investigate breaking the contract, assessing any penalties, and try to determine the savings in bidding with the school.

7. NEW BUSINESS –Closing Comments by Town Councilors:

Councilor Carmichael said he had seen someone almost get hit by a car again at the crossing near Poppers at the bottom of the hill. The driver told him he could not see the pedestrian. He asked if there was anything that could be done to improve the visibility, citing lights that Dover had installed. He suggested that the developer might help with any cost. Town Administrator Fournier said he was not sure about asking the developer, but he would get a cost estimate for the type of flashing lights that Dover and Durham had installed to call attention to pedestrian crossings. Councilor Zink said there was a similar visibility problem heading south by the Bean.

8. ADJOURNMENT

The Council had to enter non-public session to discuss the non-public minutes of January 2, 2013. Council Vice Chairman Bentley moved to enter non-public session, and Councilor Levy seconded. Town Administrator Fournier polled the Council. Motion carried unanimously, 7 – 0, and the Council entered non-public session at 9:57 p.m.

Councilor Levy moved to adjourn and Council Vice Chairman Bentley seconded. Motion carried unanimously, and the meeting adjourned at 9:59 p.m.

Next meeting: February 2, 2013, Business Meeting.

Respectfully submitted,

Ellen Adlington,
Recording Secretary



**Town of Newmarket, New Hampshire
Town Council Business Meeting
February 6, 2013 7:00 p.m.
Council Chambers**

5. Report of the Town Administrator

STEPHEN R. FOURNIER
TOWN ADMINISTRATOR

sfournier@newmarketnh.gov
www.newmarketnh.gov



TOWN HALL
186 MAIN STREET
NEWMARKET, NH 03857

TEL: (603) 659-3617
FAX: (603) 659-8508

FOUNDED DECEMBER 15, 1727
CHARTERED JANUARY 1, 1991

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

REPORT OF THE TOWN ADMINISTRATOR
February 6, 2013

Legal Services RFP: The deadline for proposals for Legal Services for the Town was January 25. We received nine proposals from firms all across the State. I would like to have two councilors review the proposals with me to recommend an attorney to the full council shortly.

Sale of Surplus Property: The Recreation Department is cleaning out the community center and has surplus equipment that they are looking to dispose of. We are having departments go through the list first to see if they need anything. We will then offer the items remaining to the public for sale. Here is a list of those items:

- 1 Pool Table- 19 years old
- 1 Ping Pong Table
- 1 Foosball Table
- 3 Donated Couches
- 1 Office Desk
- 3 Office Chairs
- 2 Donated Easy Chairs
- 1 Round Conference Table 25 years old
- 2 Large donated TV's
- 1 Desk
- 1 Pink Utility Shelf
- 1 Play Station
- 1 Corner Unit TV Stand
- Lots of donated Children's Books
- 1 Old Stereo System with a Turn Table

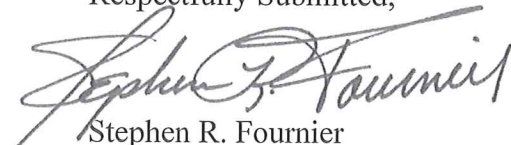
RFP for Painting: As you can tell, the hallways and stairwells are in need of some paint. We have issued RFPs for painting of the hallways and stairwells of the Town Hall. The School Department has agreed to do their hallway as well at the same time. We will need Council approval to withdraw the money from the Building Maintenance Capital Reserve fund. The next item we will be addressing is the carpeting throughout the halls and offices. These are smaller items that will improve the appearance of the building.

Town Meeting Educational Sessions: With Deliberative Session over, we will begin the process of educating the public on the various Town issues that they will be voting on in March. I will be filming a short program for Channel 13 explaining each of our articles. I will also be meeting with the Senior Group on February 14 to review the articles and any impacts as well. Sean Greig has been holding public informational sessions on the Waste

Water Treatment Facility Bond. We have been running an article each week in the email newsletter highlighting one article. I am also working on a voter's guide that will be made available online and at Town Hall before the election.

New Councilor Orientation: With the filing period ending, I am preparing for the transition to the new Town Council. One thing I will be doing is I will hold a new Town Council orientation session on a Saturday or a weeknight. This session will review the Town Charter; the role of the Town Council and the Town Administrator, the Right to Know law and other policies.

Respectfully Submitted,



Stephen R. Fournier
Town Administrator



**Town of Newmarket, New Hampshire
Town Council Business Meeting
February 6, 2013 7:00 p.m.
Council Chambers**

6. Old Business

a. Ordinances and Resolutions in the 2nd Reading – *Item(s) Council act upon this evening*

- i. Resolution #2012-2013-44 Purchase of a 2013 Ford 250 Utility Vehicle and Associated Equipment for \$35,181 for the Water and Sewer Department

b. Ordinances and Resolutions in the 3rd Reading - None

c. Items Laid on the Table

TOWN OF NEWMARKET, NEW HAMPSHIRE

By the Newmarket Town Council

Resolution #2012/2013-44

Purchase of a 2013 Ford 250 Utility Vehicle and Associated Equipment for \$35,181 for the Water and Sewer Department

WHEREAS, the Town of Newmarket Water and Sewer Departments have been setting aside monies in Capital Reserve funds for vehicle replacement, and

WHEREAS, the Water and Sewer Departments have a 10 year life expectancy schedule on vehicles, and

WHEREAS, the 1996 Chevrolet 2500 utility truck will not pass inspection due to structural problems, and

WHEREAS, the Water and Sewer Departments secured bids through the State of New Hampshire bidding process on a 2013 Ford 250 utility truck with plow and a 2013 Chevrolet 250 utility truck with plow, and

WHEREAS, the 2013 Ford 250 utility truck with plow was the better bid price of \$35,181.

NOW THEREFORE LET IT BE RESOLVED, by the Newmarket Town Council, that the Town Council authorizes the purchase of a 2013 Ford 250 Utility Vehicle and associated equipment for an amount not to exceed \$35,181 and authorizes the Town Administrator to execute any agreements associated with the purchase, and

LET IT FURTHER BE RESOLVED that the amount of \$17,590.50 be withdrawn from both the Water Capital Reserve Fund and Sewer Capital Reserve Fund to cover the associated costs.

First Reading: January 2, 2013
Second Reading: February 6, 2013
Final Approval: February 6, 2013

Approved: Philip J. Nazzaro, Chairman Newmarket Town Council

A True Copy Attest _____
Becky I. Benvenuti, Town Clerk



DEPARTMENT OF
PUBLIC WORKS

INCORPORATED
DECEMBER 15, 1727
CHARTER JANUARY 1, 1991

RECEIVED

DEC 10 2012

TOWN OF NEW MARKET
ADMINISTRATOR'S OFFICE

To: Steve Fournier, Town Administrator
Cc: Rick Malasky, Public Works Director
From: Sean T. Greig, Supt. Water/Sewer
Date: December 18, 2012
Re: Truck Replacement

The Water and Sewer Departments have been setting aside monies for truck replacement on a 10 year truck life expectancy schedule. Department trucks however are replaced on an as needed basis, not on a time strict schedule. The last truck the Departments replaced was 10 years old. The truck that the Departments are looking to replace is 16 years old.

Auto Excellence has informed me that the 1996 Chevy 2500 with a utility body will not pass inspection due to structural problems with the front frame. The truck has reached its useful life.

The Water and Sewer Departments use this truck for plowing and Maintenance for Sewer Department lift stations, wastewater treatment facility, and the water department pumping stations. The truck is set up for department personnel to address most pump station issues, so personnel does not waste valuable time going back and forth to acquire the necessary tools to perform the needed pump station adjustments or repairs. The truck is used daily to maximize personnel efficiency.

I have received the normal state bid from Ford for a 2013 Ford 250 4X4 with a utility body and plow. The total cost for the truck is \$35,181.00. I have gone through the process of getting a fleet number from Chevy to obtain the best pricing for a 2013 Chevy 2500 with a utility body and plow. The total cost for this truck is \$36,671.00. The difference in cost is \$1,490.00.

I have attached the letter from Auto Excellence, the truck maintenance history, and the quotes from Ford and Chevy.

I request that the 1996 Chevy 2500 be replaced with the 2013 Ford 250. I recommend the \$35,181.00 be split between the Water and Sewer Capital Reserve Funds.

Auto Excellence
20 North Main St.
Newmarket, N.H 03857
603-659-8300

October 5, 2012

To whom it may concern: Town of Newmarket

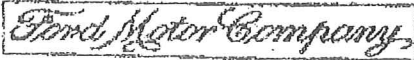
In regards to truck #3; 1996 Chevy 4x4 2500.

Plate number-G08514

Vin #- 1GCGK24R6TE180699

Mileage-63997

Upon inspection of vehicle listed above we have discovered the plow frame has been rewelded a few times, there are lots of rust areas. This vehicle will not pass the NH State Inspection certifications in March of 2013 due to structural rusting of the front frame.



Chris Pappas
 John Grappone Ford
 PO BOX 1200 Concord, NH 03302-1200
 506 State Rte 3-A Bow, NH 03304



COMMERCIAL
 LENDING
 SERVICES

Toll Free (800)528-8993 Direct (603)226-8016 Fax (603)226-8035
 cpappas@grappone.com www.grappone.com

DATE: 11-19-12 TEL: _____

TO: SEAN CRIBB

NEWMARKET

FAX TEL. # 659-5422

FROM: CHRIS PAPPAS

TOTAL OF PAGES 1 INCLUDING THIS COVER PAGE.

MESSAGE: _____

STATE PRICING

2013 FORD F250 4x4 CHASSIS (\$23,884.00)
PER ATTACHED SPEC'S

STANDARD 8' DUMPER BODY 6,350.00

\$30,234.00

FISHER 8' HD ROW 4,947.00

INCLUDES CUTTING EDGE

\$35,181.00

Chris Pappas

(\$800.00 FOR ADDITIONAL GREEN PAINT IF REQUESTED)

COMMERCIAL TRUCK CENTER

FORD * FORD COMMERCIAL TRUCKS * TOYOTA * HONDA * MAZDA * HYUNDAI



2013 Ford F-250 4x4 SD Regular Cab 8' box 137" WB SRW XL

Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel
 Transmission: TorqShift 6-Speed Automatic O/D

Exterior (0 P) Green Gem Metallic
 Interior (0 I) Steel



Standard Equipment

Items Featured Below are included at NO EXTRA CHARGE in the Standard Vehicle Price Shown at Right

- Triton 6.2L V-8 SOHC w/SMPI 385hp
- 6 speed automatic trans w/OD
- 4-wheel ABS
- Brake assistance
- Traction control
- LT245/75R17E BSW AS S-rated tires
- Battery with run down protection
- Five suspension
- Advance Trac w/Roll Stability Control
- Air conditioning
- AM/FM stereo
- Variable intermittent wipers
- Dual front airbags w/passenger cancel
- Driver & front passenger seat mounted side airbags
- SecurILock immobilizer
- Tachometer
- Reclining front 40-20-40 split-bench seats
- Class V trailing

STANDARD VEHICLE PRICE

\$32,185.00

OPTIONAL EQUIPMENT

- Order Code 600A N/C
- Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel INC
- Transmission: TorqShift 6-Speed Automatic O/D INC
- Electronic Locking w/3.73 Axle Ratio \$390.00
- GVWR: 10,000 lb Payload INC
- Package Tires: LT245/75R17E BSW \$125.00
- A/T (5) INC
- Wheels: 17" Argent Painted Steel INC
- Spare Tire: Wheel & Jack Heavy Duty Vinyl 40/20/40 Split Bench Seat 137" Wheelbase INC
- Snow Plow Prep Package STD
- Pick-Up Box Delete \$85.00
- Engine Block Heater (Regional) -\$625.00
- Roof Clearance Lights N/C
- Radio: AM/FM Stereo \$55.00
- w/Digital Clock INC
- Interior: Steel N/C
- Primary: Green Gem Metallic N/C



CITY MPG
N/A

HIGHWAY MPG
N/A

Accessories and Incentives	\$0.00
SUBTOTAL	\$32,215.00
Destination	\$995.00
TOTAL	\$33,210.00

Selected Options Continued

Prepared By: Administrator
 Dealership:

Code	Description	Class	MSRP
Seats & Seat Trim			
A	Heavy Duty Vinyl 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder and storage.</i>	INC	Included
Other Options			
137WB	137" Wheelbase	STD	N/C
473	Snow Plow Prep Package <i>Includes computer selected springs for snowplow application and heavy-duty alternator. NOTE: Restrictions apply; see Supplemental Reference or Body Builders Layout Book for details.</i>	OPT	35.00
66D	Pick-Up Box Delete <i>Rear Bumper Delete; Spare Wheel, Tire, Carrier & Jack Delete. Deletes tie-down hooks, tailgate and bodyside moldings. Includes 17.5K trailer hitch receiver (see Trailer Tow guide for rating). Incomplete vehicle package - requires further manufacture and certification by a final stage manufacturer. In addition, Ford urges manufacturers to follow the recommendations of the Ford Incomplete Vehicle Manual and the Ford Truck Body Builder's Layout Book (and applicable supplements).</i>	OPT	(625.00)
41H	Engine Block Heater (Regional) <i>Standard in Alaska, Colorado, Iowa, Idaho, Maine, Michigan, Minnesota, Montana, North Dakota, New Hampshire, New York, South Dakota, Vermont, Wisconsin and Wyoming.</i>	OPT	N/C
592	Roof Clearance Lights	OPT	55.00
PAINT	Monotone Paint Application	STD	N/C
587	Radio: AM/FM Stereo w/Digital Clock <i>Includes 2-speakers.</i>	INC	Included
Interior Colors For : Primary w/XL (Reg)			
AS	Steel	OPT	N/C
Primary Colors For : Primary w/XL (Reg)			
W6	Green Gem Metallic	OPT	N/C
Vehicle Subtotal			32,215.00
Destination			995.00
Vehicle Subtotal (including Destination)			33,210.00

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05203099 11/1/2012

Prepared For:

Prepared By:

Administrator
506 STATE RT 3A, EXIT 12S OFF I-93, BOW JOY
PO BOX 1200
CONCORD, New Hampshire, 03302-1200
Phone: 603-228-8018
Toll Free: 800-528-8993

Ship To:
TOWN OF NEWMARKET
ATTN: SEAN GRIEG
NEWMARKET, NH



Selected Options

2013 Ford F-250

4x4 SD Regular Cab 8' box 137" WB SR W XL (F2B)

Vehicle Snapshot	
Engine:	6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel
Transmission:	TorqShift 6-Speed Automatic O/D
Rear Axle Ratio:	Electronic Locking w/3.73
GVWR:	10,000 lb Payload Package

Code	Description	Class	MSRP
F2B	Base Vehicle Price (F2B)	STD	32,185.00
Packages			
600A	Order Code 600A <i>(996) Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel; (44P) Transmission: TorqShift 6-Speed Automatic O/D; Includes SelectShift.; (X37) 3.73 Axle Ratio; (STDGV) GVWR: 10,000 lb Payload Package; (TBM) Tires: LT245/75R17E BSW A/S (5); (64A) Wheels: 17" Argent Painted Steel; Includes painted hub covers/center ornaments.; (A) Heavy Duty Vinyl 40/20/40 Split Bench Seat; Includes center armrest, cupholder and storage.; (587) Radio: AM/FM Stereo w/Digital Clock; Includes 2-speakers.</i>	OPT	N/C
Powertrain			
996	Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel <i>Torque: 405 ft.lbs. @ 4500 rpm.</i>	INC	Included
44P	Transmission: TorqShift 6-Speed Automatic O/D <i>Includes SelectShift.</i>	INC	Included
X3E	Electronic Locking w/3.73 Axle Ratio	OPT	390.00
STDGV	GVWR: 10,000 lb Payload Package	INC	Included
Wheels & Tires			
TBM	Tires: LT245/75R17E BSW A/T (5)	OPT	125.00
64A	Wheels: 17" Argent Painted Steel <i>Includes painted hub covers/center ornaments.</i>	INC	Included
512	Spare Tire, Wheel & Jack <i>Spare tire is standard equipment; becomes optional when (66D) Pickup Box Delete is ordered.</i>	OPT	N/A

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of specific local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference: GT65203058 11/1/2012

Vehicle Profile Continued

Prepared By: Administrator
 Dealership:

Exterior Features (Continued)

Front black bumper with front tow hooks * Aero-composite halogen headlamps * Additional exterior lights include cab clearance lights, pickup cargo box light, underhood light * Clearcoat monotone paint * Snow plow provision

Warranty

Basic	36 month/36,000 miles	Powertrain	60 month/60,000 miles
Corrosion Perforation	60 month/unlimited mileage	Roadside Assistance	60 month/60,000 miles

Dimensions and Capacities

Output	385 hp @ 5,500 rpm	Torque	406 lb.-ft. @ 4,500 rpm
1st gear ratio	3.974	2nd gear ratio	2.318
3rd gear ratio	1.516	4th gear ratio	1.149
5th gear ratio	0.858	6th gear ratio	0.874
Reverse gear ratio	3.128	Curb weight	5,912 lbs.
GVWR	10,000 lbs.	Front GAWR	5,600 lbs.
Rear GAWR Weight	6,100 lbs.	Payload	3,760 lbs.
Front curb weight	3,702 lbs.	Rear curb weight	2,210 lbs.
Front axle capacity	6,000 lbs.	Rear axle capacity	6,200 lbs.
Front spring rating	5,600 lbs.	Rear spring rating	6,100 lbs.
Front tire/wheel capacity	6,390 lbs.	Rear tire/wheel capacity	6,390 lbs.
Towing capacity	12,500 lbs.	5th-wheel towing capacity	12,500 lbs.
Front legroom	41.1 "	Front headroom	40.7 "
Front hiproom	67.6 "	Front shoulder room	68.0 "
Passenger area volume	65.9 cu.ft.	Length	227.6 "
Body width	79.9 "	Body height	79.2 "
Wheelbase	137.0 "	Cab to axle	56.3 "
Axle to end of frame	47.6 "	Front tread	68.3 "
Rear tread	67.2 "	Turning radius	23.1 '
Fuel tank	35.0 gal.		

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference 6706203698 11/1/2012

Prepared For:

Prepared By:

Administrator
506 STATE RT 3A, EXIT 12:5 OFF I-93, BOW JCT
PO BOX 1200
CONCORD, New Hampshire, 03302-1200
Phone: 603-228-8016
Toll Free: 800-528-8993

Ship To:
TOWN OF NEWMARKET
ATTN: SEAN GRIEG
NEWMARKET, NH



Vehicle Profile

2013 Ford F-250

4x4 SD Regular Cab 8' box 137" WB SRW XL (F2B)

Powertrain

Triton 6.2L V-8 SOHC SMPI 16 valve flexible recommended fuel engine with variable valve control * 15' amp HD alternator * 850 amp 72 amp hours (Ah) HD battery with run down protection * Engine block heater, transmission oil cooler * 6-speed electronic SelectShift automatic transmission with overdrive, lock-up, driver selection * Part-time four-wheel drive with manual transfer case shift, manual locking hubs * ABS & driveline traction control * 3.73 axle ratio * Stainless steel exhaust

Steering and Suspension

Hydraulic power-assist re-circulating ball steering * 4-wheel disc brakes with front and rear vented discs * Firm ride suspension, with AdvanceTrac w/Roll Stability Control stability control with anti-roll control * Mono-bearing non-independent front suspension * Front anti-roll bar * HD front coil springs * HD front shocks * Rigid rear axle * Rear leaf suspension * HD rear leaf springs * HD rear shocks * Front and rear 17.0" x 7.50" argent steel wheels with hub covers * LT245/75SR17.0 BSW AT front and rear tires * Underbody w/crankdown mounted full-size steel spare wheel

Safety

4-wheel anti-lock braking system * Center high mounted stop light * Dual airbags, passenger side front-impact cancellable airbag, seat mounted driver and passenger side-impact airbags, curtain 1st row overhead airbag * Front height adjustable seatbelts * SecurILock immobilizer

Comfort and Convenience

Air conditioning * AM/FM stereo, clock, seek-scan, 2 speakers, fixed antenna * 2 12V DC power outlets * Analog instrumentation display includes tachometer, oil pressure gauge, engine temperature gauge, transmission fluid temp gauge, engine hour meter, exterior temp, systems monitor, trip odometer * Warning indicators include oil pressure, engine temperature, battery, lights on, key, low fuel, door ajar, service interval, brake fluid, low tire pressure * Steering wheel with tilt and telescopic adjustment * Manual front windows with light tint * Variable intermittent front windshield wipers * Passenger side vanity mirror * Day-night rearview mirror * Interior lights include dome light with fade, front reading lights * Glove box, front cupholder, instrument panel bin

Seating and Interior

Seating capacity of 3 * 40-20-40 split-bench front seat with adjustable head restraints, center armrest with storage * 4-way adjustable driver seat includes lumbar support * 4-way adjustable passenger seat * Vinyl faced front seats with vinyl back material * Full cloth headliner, full vinyl/rubber floor covering, plastic/rubber gear shift knob, chrome interior accents

Exterior Features

Side impact beams, front license plate bracket, fully galvanized steel body material * Black side window moldings, black front windshield molding * Black door handles * Black grille * 2 doors * Class V trailering, trailer harness, trailer hitch, trailer sway control * Driver and passenger manual black folding manual extendable trailer outside mirrors *

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference QT05203099 11/1/2012

Printed on November 15, 2012 at 08:19

Price Level: 320

QuoteID: <None>

Page 1

Sean Greig

From: John McSharry [jMcSharry@keyauto.com]
Sent: Wednesday, December 12, 2012 8:27 PM
To: SGREIG@NEWMARKETNH.GOV
Subject: BID FOR 2013 CHEVROLET SILVERADO 2500HD
Attachments: Document1.docx

SEAN

THANK YOU FOR THE OPPORTUNITY TO QUOTE TO YOU A 2013 CHEVROLET SILVERADO 2500HD REGULAR CAB 1WT.

THE PRICE INCLUDES ONE (1) TRUCK, WITH AN 8' FISHER MOUNT PLOW W/ CUTTING EDGE AND A STANDARD READING UTILITY BODY.

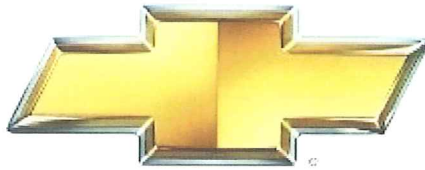
THE PRICE IS THIRTY-SIX THOUSAND SIX HUNDRED SEVENTY-ONE (\$ 36,671.00)DOLLARS.

I HAVE ATTACHED A LIST OF THE OPTIONS AND EQUIPMENT FOR YOUR REVIEW AND COMMENT.

PLEASE CALL ME SOULD YOU HAVE ANY QUESTIONS AT ALL.

John McSharry

Sales Consultant
Portsmouth Chevrolet
549 Route 1 Bypass
Portsmouth, NH 03801
Office 603-436-5010
Cell 603-396-0654



2013 CHEVROLET SILVERADO
2500HD 1WT

Primary Color: 50U - Summit White
Engine: L96 - Engine, Vortec 6.0L Variable Valve Timing V8 SFI E85-compatible, FlexFuel
Transmission: MYD - Transmission, 6-speed automatic, heavy-duty, electronically controlled
Trim: 88V - Dark Titanium, Vinyl seat trim

AE7 : Seats, front 40/20/40 split-bench, 3-passenger, driver and front passenger manual reclining

BG9 : Floor covering, Black rubberized vinyl
C49 : Defogger, rear-window electric
C67 : Air conditioning, single-zone manual front climate control
G80 : Differential, heavy-duty automatic locking rear
GEH : GVWR, 9500 lbs. (4309 kg)
GT4 : Rear axle, 3.73 ratio
K34 : Cruise control, electronic
K47 : Air cleaner, high-capacity
KNP : Cooling, auxiliary external transmission oil cooler
KW1 : Alternator, 160 amps
L96 : Engine, Vortec 6.0L Variable Valve Timing V8 SFI E85-compatible, FlexFuel
MYD : Transmission, 6-speed automatic, heavy-duty, electronically controlled
NC7 : Emissions override, Federal
NE1 : Emissions, Connecticut, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington state requirements
NZZ : Skid Plate Package, frame-mounted shields
PYN : Wheels, 17" (43.2 cm) steel
QHJ : Tires, LT245/75R17E all-season, blackwall
TP2 : Battery, auxiliary heavy-duty 600 cold-cranking amps, maintenance-free
TRW : Provision for cab roof-mounted lamp/beacon
U01 : Lamps, Smoked Amber roof marker
U2J : SiriusXM Satellite Radio, delete
UE0 : OnStar, delete
UM7 : Audio system, AM/FM stereo
V76 : Recovery hooks, front, Black
VF7 : Bumper, rear delete
VK3 : License plate front mounting package
VYU : Snow Plow Prep Package
Z85 : Suspension Package, Handling/Trailering, heavy-duty
ZHJ : Tire, spare LT245/75R17E all-season, blackwall
ZW9 : Pickup box, delete
ZY1 : Paint, solid

1 READING "SL" STANDARD SERVICE BODY
MODEL 98ASW-Q

1 8' FISHER MOUNT PLOW W/ CUTTING EDGE



**Town of Newmarket, New Hampshire
Town Council Business Meeting
February 6, 2013 7:00 p.m.
Council Chambers**

7. New Business/Correspondence

- a. Town Council to Consider Nominations, Appointments and Elections**
 - i. Economic Development Committee – Rod Bowles – Business Association

- b. Ordinances and Resolutions in the 1st Reading – *Item(s) held over for vote at next BM***
 - i. Resolution #2012-2013-45 Appropriation of \$60,000 from Wastewater Department Surplus to the Wastewater Legal Capital Reserve Fund
 - ii. Resolution #2012-2013-46 Withdrawal of \$77,031.41 from the Wastewater Legal Capital Reserve Fund
 - iii. Resolution #2012-2013-47 Authorizing the Town Administrator to Enter into a Three Year Agreement with Bestway Disposal Services for Solid Waste and Recycling Collection (**TA Request to Suspend Rules**)
 - iv. Ordinance #2012-2013-02 Amendments to Zoning Ordinance Special Use and Mixed Use Permits

- c. Correspondence to the Town Council**
- d. Closing Comments by Town Councilors**

RECEIVED

JAN 28 2013

TOWN OF NEW MARKET
ADMINISTRATOR'S OFFICE



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

Applicant's Name: Roderick D Bowles

Address: 52 MARLECREST STREET Phone/Cell 508 277 8011

RSA 669:19 Newmarket Registered Voter: Yes No # of Years as Resident: 40+
RSA 91:2 Are you an American Citizen? Yes No

Email address: RHAWM@AOL.COM

NEWMARKET BUSINESS ASSOCIATION REP

Full membership (3 year term) position applying for EDC (Economic Development Commission)

State what the new term expiration date is: 2015

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: _____

RETIRED - MFG FINANCIAL MGMT

BUDGET COMMITTEE

SECTOR TREASURER

MBA - SUFFOLK UNIVERSITY

(need more room, please use the back)

R.D. Bowles
Signature

1/40/2013
Date

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.

TOWN OF NEWMARKET, NEW HAMPSHIRE
By the Newmarket Town Council
Resolution #2012-2013-45

**Appropriation of \$60,000 from Wastewater Department Surplus to the Wastewater
Legal Capital Reserve Fund**

WHEREAS, the Newmarket Town Council adopted Resolution #2011/2012-21 relating to the establishment of a Wastewater Legal Capital Reserve Fund from Wastewater Department Surplus as provided in RSA 35:1, V, and

WHEREAS, the Wastewater Department has retained legal services for its discussions with the Environmental Protection Agency related to the DRAFT National Pollutant Discharge Elimination System Permit (NPDES), and

WHEREAS, RSA 35:1, V provides for the establishment of a capital reserve fund for financing extraordinary legal fees and expenses relating to the present or foreseeable litigation involving the Town, and

WHEREAS, RSA 35:7 provides that said fund would be “financed principally by...sewer rentals” which “shall be established only from surplus...sewer rentals and no part thereof shall be made from appropriations by the...town,” and

WHEREAS, the amount requested to be appropriated to the Wastewater Legal Capital Reserve Fund is \$60,000, and

WHEREAS, the Wastewater Surplus Fund has a balance of \$292,559.18 as of December 31, 2012.

NOW, THEREFORE BE IT RESOLVED that the Newmarket Town Council does hereby approve a \$60,000 appropriation from the Wastewater Surplus Fund to the Wastewater Legal Capital Reserve Fund.

First Reading: February 6, 2013
Second Reading:
Approval:

Approved: Philip Nazzaro, Chairman Newmarket Town Council

A True Copy Attest: _____
Becky I. Benvenuti, Newmarket Town Clerk

Balance Sheet
Town of Newmarket
As Of: DECEMBER 2012, GL Year 2013

Account Number		Balance
30 WASTEWATER TREATMENT		
Assets		
30-105-000-3103	WASTEWATER - PDIP INVESTMENTS	12,115.87
30-111-000-3104	WASTEWATER - A/R MISC BILLINGS	0.00
30-111-000-3122	WASTEWATER - A/R CURRENT WW BILLINGS	162,508.60
30-113-000-3001	WASTEWATER - DUE TO/FROM GENERAL FUND	65,126.04
30-113-000-3020	WASTE WATER - DUE-TO/FROM WATER	58,408.67
30-113-000-3023	SEWER - DUE TO/FROM NEW VILLAGE PROJECT	0.00
30-113-000-3110	WW - DUE TO/FROM TRUSTEES OF TRUST	0.00
	Totals Assets	298,159.18
Liabilities		
30-201-000-4001	WASTEWATER - ACCOUNTS PAYABLE	0.00
	Totals Liabilities	0.00
Fund Balance		
30-201-000-4002	WASTEWATER - RETAINAGE PAYABLE	0.00
	Current Year Net Encumbered	5,600.00
30-220-000-3211	WASTEWATER - RESERVE FOR ENCUMBRANCE	0.00
	Current Year Net Encumbered	5,600.00
	Prior Year Expenditure	0.00
	Prior Year Unencumbered Funds	0.00
	Net Expenditure And Unencumbrances	5,600.00
	Total WASTEWATER - RESERVE FOR ENCUMBRANCE	5,600.00
30-220-000-4014	WASTEWATER - UNRESERVED FUND BALANCE	21,650.00
30-220-000-4015	WASTEWATER - RESERVED FUND BALANCE	167,792.79
	Current Year Revenue	734,289.19
	Current Year Expenditure	(625,572.80)
	Current Year Encumbrances	(5,600.00)
	Prior Year Unencumbered Funds	0.00
	Net Revenue, Expenditure And Encumbrances	103,116.39
	Total WASTEWATER - RESERVED FUND BALANCE	270,909.18
	Total All Fund Balance Accounts	298,159.18
	Total Liabilities and Fund Balance	298,159.18
	Balance 30 WASTEWATER TREATMENT	0.00
	Grand Total	0.00

$\Sigma = \$292,559.18$

TOWN OF NEWMARKET, NEW HAMPSHIRE
By the Newmarket Town Council
Resolution #2012-2013-46

Withdrawal of \$77,031.41 From the Wastewater Legal Capital Reserve Fund

WHEREAS, the Newmarket Town Council adopted Resolution #2011/2012-21 relating to the establishment of a Wastewater Legal Capital Reserve Fund from Wastewater Department Surplus as provided in RSA 35:1, V, and

WHEREAS, the Wastewater Legal Capital Reserve Fund balance is \$77,937.46 after approval of Resolution #2012-2013-45, and

WHEREAS, the Town has incurred \$77,031.41 in legal costs associated with the Wastewater Department's NPDES Permit.

NOW, THEREFORE BE IT RESOLVED that the Newmarket Town Council does hereby approve a withdrawal of \$77,031.41 from the Wastewater Legal Capital Reserve Fund to the Wastewater Fund.

First Reading: February 6, 2013
Second Reading:
Approval:

Approved: Philip Nazzaro, Chairman Newmarket Town Council

A True Copy Attest: _____
Becky I. Benvenuti, Newmarket Town Clerk



To: Steve Fournier, Town Administrator
Cc: Matt Angell, Finance Officer
Rick Malasky, Public Works Director
From: Sean T. Greig, Supt. Water/Sewer
Date: January 7, 2013
Re: Coalition & Devine Millimet Legal Expenses

Devine Millimet has been working with the Newmarket Wastewater Department to negotiate its current NPDES Permit. The amount due for work completed through November 30, 2012 is \$49,444.36.

The amount due for Newmarket's portion of the Coalition's agreement with Hall and Associates to assist the Coalition communities with WWTP regulatory issues is \$27,587.05. Newmarket will continue to work with the Coalition, but will not contribute anymore funds without proper approval.

The following is a summary of the Coalition activities:

- Meetings with the New Hampshire Department of Environmental Services
- Presentation to the Prep Technical Advisory Committee
- Supplemental Letters to Congress
- Comments to Prep State of the Estuaries Report 2012
- Letters for SWA and UNH
- Numerous Freedom of Information Documents Requests to EPA
- Numerous Right to know Law Requests to NHDES
- Supplementation of Exeter, Dover, and Newmarket Permit Record
- Response to CLF Right to Know
- Numerous Strategy Meetings

There is currently \$17,937.00 in the Wastewater Legal Reserve Fund. I request the Town Council transfer \$60,000.00 from the Sewer fund surplus to the Wastewater Legal Reserve Fund. I request the Town Council release \$77,031.41 from the Wastewater Legal Reserve Fund to pay for the Devine Millimet and Coalition legal fees.

TOWN OF NEWMARKET, NEW HAMPSHIRE
By the Newmarket Town Council

Resolution #2012-2013-47
Authorizing the Town Administrator to Enter into a Three Year Agreement with
Bestway Disposal Services for Solid Waste and Recycling Collection

WHEREAS, the Town of Newmarket solicited proposals for Solid Waste and Recycling Collection with the Towns of Newfields and Stratham, and

WHEREAS, Bestway Disposal Services of Brentwood NH submitted a proposal most advantageous to the Towns, and

WHEREAS, the Towns of Stratham and Newfields also agree to enter into said contract.

NOW THEREFORE LET IT BE RESOLVED, that the Newmarket Town Council does hereby resolve to award the Solid Waste and Recycling Collection contract to Bestway Disposal Services of Brentwood NH and authorize the Town Administrator to enter into contracts necessary to execute the agreement.

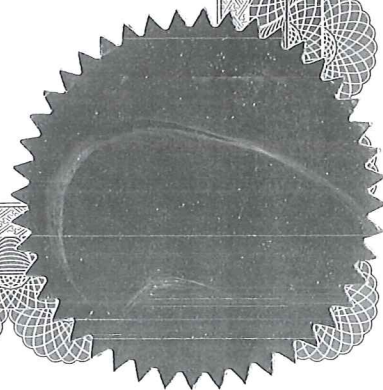
First Reading: *February 6, 2013*

Second Reading: *February 6, 2013*

Approval: *February 6, 2013*

Approved: Philip Nazzaro, Chairman Newmarket Town Council

A True Copy Attest: _____
Becky I. Benvenuti, Newmarket Town Clerk



STEPHEN R. FOURNIER
TOWN ADMINISTRATOR

sfournier@newmarketnh.gov
www.newmarketnh.gov




TOWN HALL
186 MAIN STREET
NEWMARKET, NH 03857

TEL: (603) 659-3617
FAX: (603) 659-8508

FOUNDED DECEMBER 15, 1727
CHARTERED JANUARY 1, 1991

TOWN OF NEWMARKET, NEW HAMPSHIRE
OFFICE of the TOWN ADMINISTRATOR

INTEROFFICE MEMORANDUM

TO: TOWN COUNCIL
FROM: STEVE FOURNIER, TOWN ADMINISTRATOR 
SUBJECT: SOLID WASTE AND RECYCLING CONTRACT
DATE: 1/31/2013
CC: PUBLIC WORKS DIRECTOR

As you are aware, the Town of Newmarket shares a contract for solid waste and recycling hauling with the Towns of Newfield and Stratham. Our last agreement with Bestway, our current hauler expired on December 31, 2012. The Towns solicited bids over the fall and received three that were acceptable to our needs (we did receive a fourth but it did not include hauling services, just transfer station services.) Those companies that were considered were Bestway, North Shore Carting and Waste Management. The proposals are for a three year agreement.

Solid Waste	1.1 Per ton Collection MSW	2011 Tonnages	Total Cost per Year for all 3 Towns for Collection	2. MSW Disposal per ton	Total Disposal Costs	Total Collection & Disposal
<u>Bestway</u>						
2013	\$86.72	3,669	\$318,176	\$61.25	\$ 224,726	\$ 542,902
2014	\$86.72	3,669	\$318,176	\$61.25	\$ 224,726	\$ 542,902
2015	\$86.72	3,669	\$318,176	\$61.25	\$ 224,726	\$ 542,902
Total Over 3 Years			\$954,527		\$674,179	\$1,628,706
<u>Northshore Carting</u>						
	Mimumum	3500 tons				
2013	\$83.67	3,669	\$306,985	\$71.50	\$ 262,334	\$ 569,319
2014 +2.5%	\$85.76	3,669	\$314,660	\$73.29	\$ 268,892	\$ 583,552
2015 +2.5%	\$87.91	3,669	\$322,526	\$75.12	\$ 275,614	\$ 598,140
Total Over 3 Years			\$944,171		\$806,839	\$1,751,011

<u>Waste Management</u>				Lamprey (disc. \$5)			
2013	\$90.66	3,669	\$332,632	\$73.00	\$ 267,837	\$	600,469
CPI est. @ 2% 2014	\$92.47	3,669	\$339,284	\$74.56	\$ 273,557	\$	612,841
CPI est. @ 2% 2015	\$94.32	3,669	\$346,070	\$76.15	\$ 279,391	\$	625,461
Total Over 3 Years			\$1,017,986		\$820,785		\$1,838,771

From reviewing these proposals, Bestway continues to be the best price for the consortium for Solid Waste Disposal. As for the recycling collection:

RECYCLING		3.1 Per ton Collection Recycling	Minimum tonnages	
Bestway				
	2013	\$173.44	1,437	\$249,233
	2014	\$173.44	1,437	\$249,233
	2015	\$173.44	1,437	\$249,233
			Total	\$747,700
			Total Solid Waste and Recycling	<u>\$1,702,227</u>
Northshore Carting				
	2013	\$167.42	1,500	\$251,130
2.5% 2014		\$171.61	1,500	\$257,408
2.5% 2015		\$175.90	1,500	\$263,843
			Total	\$772,382
			Total Solid Waste and Recycling	<u>\$1,716,553</u>
Waste Mgmt.				
	2013	\$205.00	1,437	\$294,585
CPI est. @ 2% 2014		\$209.10	1,437	\$300,477
CPI est. @ 2% 2015		\$213.28	1,437	\$306,486
			Total	\$901,548
			Total Solid Waste and Recycling	<u>\$1,919,533</u>

As you can see, Bestway continues to be the best choice for the consortium. However, while reviewing our individual numbers, Northshore would be less expensive for Newmarket. Here is that breakdown:

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Total</u>
<i>Bestway</i>	\$271,540	\$271,540	\$271,540	\$814,619
<i>Northshore</i>	\$264,417	\$271,027	\$277,803	\$813,246
<i>Waste</i>				
<i>Management</i>	\$294,169	\$306,226	\$306,226	\$906,620

The difference between the two is \$1,373. However, our rates as an individual bidder would be higher due to hauling costs for one community. With that being said, I would recommend the Council authorize me to enter into a three-year agreement with Bestway.

**AGREEMENT BETWEEN
THE TOWN OF NEWMARKET
AND
BESTWAY DISPOSAL SERVICES**

**RESIDENTIAL SOLID WASTE AND RECYCLING COLLETION
AGREEMENT FOR THE TOWN OF NEWMARKET, NH**

This AGREEMENT made and entered into this 1st day of January, 2013, by the Town of NEWMARKET, 186 Main Street., Newmarket, NH 03857, a municipal corporation organized under the laws of the State of New Hampshire (hereinafter referred to as the **TOWN**) and BESTWAY DISPOSAL SERVICES, PO Box 460, Epping NH 03042 (hereinafter referred to as the **CONTRACTOR**).

Witnesseth:

Whereas, the **CONTRACTOR** is qualified to provide solid waste collection services, and:

Whereas, the **CONTRACTOR** responded to a joint Request For Proposals (RFP) dated November 26, 2012 from the Towns of Newfields, Newmarket and Stratham, and was selected as the preferred **CONTRACTOR** to provide the services described within the RFP, which is incorporated by reference into this Agreement, and;

Whereas, the **TOWN** desires the **CONTRACTOR** to collect residential solid waste and recycling as defined by the **TOWN** within the boundaries of said **TOWN**;

Now therefore, in consideration of the mutual covenants, agreements and considerations contained herein the **TOWN** and the **CONTRACTOR** hereby agree as follows:

1. Definitions:

ACCEPTABLE WASTE means (a) household garbage, trash, rubbish and refuse, originating within the boundaries of the **TOWN**, normally collected or disposed of, as a result of residential pickups or deliveries; and (b) such types of agricultural, commercial and light industrial waste originating within the boundaries of the **TOWN** as are normally collected or disposed of, but excluding Hazardous Waste, Unacceptable Waste, and other waste.

ACCEPTABLE RECYCLABLES means recyclable material placed at the curb in collection boxes provided by the **TOWN**. Items to be picked up and recycled are brown, clear and green glass, #1 and #2 plastic, newspaper, cardboard, magazines, telephone books, "junk mail", office paper, aluminum cans and tin/steel cans.

FACILITY means the landfill or other sites or areas designated by the **TOWN** within or outside the borders of the **TOWN** for the delivery of disposal of solid waste collected with the borders of the **TOWN**.

**RESIDENTIAL SOLID WASTE AND RECYCLING COLLECTION AGREEMENT
FOR THE TOWN OF NEWMARKET, NH**

HAZARDOUS WASTE means (a) waste containing explosive, toxic or pathological substances; (b) waste defined or classified as hazardous waste at any time under federal, state or local law, or any regulation hereunder, or waste defined by any applicable federal, state or local law as low level or high level radioactive waste; (c) waste prohibited for incineration by any local, state or federal agency with jurisdiction over the Waste Plant or Facility because of its toxic nature; (d) waste (other than Acceptable Waste of the character referred to in the definition of "Acceptable Waste") the processing of which would result in Hazardous Waste under (a), (b) or (c) of this definition, or (e) containers which hold or which previously have held waste described under (a), (b) or (c) above. Any substances, which are not as of the date of this Agreement considered harmful or of a toxic nature or dangerous, but which shall thereafter be determined to be such by any governmental entity having jurisdiction, shall be deemed Hazardous Waste.

OTHER SOLID WASTE means residential white metal goods, household appliances, tires, street sweepings, tree stumps, yard waste, and residential construction/demolition debris.

PERSON means any natural person, partnership, corporation, association, or other legal entity.

RESIDENTIAL means all single-family dwellings and multi-family dwellings consisting of four units or less.

SOLID WASTE shall have the meaning prescribed by the Division of Solid Waste Management of the New Hampshire Department of Environmental Services as set forth in NH Admin. Rules; HE-P 1901.2.

UNACCEPTABLE WASTE means waste that is unacceptable at the Waste Facility such as (a) pathological and biological waste, oil sludge, cesspool or other human waste, human remains, street sweepings, large items of machinery and equipment such as automobile and vehicular parts, tires, trailers, agricultural equipment, marine vessels, or similar items, farm and other large machinery, wire and cable from industrial sources, plastics from industrial sources in excess in total of five (5) percent of the TOWN's waste load, foundry sands, tree stumps, liquid wastes and slurries, explosives (including ammunition and firearms), radioactive materials; (b) any item of waste exceeding six feet six inches in anyone of its dimensions or being in whole or in part a solid mass, the solid portion of which has dimensions such that a sphere with a diameter of eight (8) inches could be contained within such solid portion; (c) animal remains, dirt, concrete and other non-burnable construction material and demolition debris; and chemicals from industrial and commercial sources such as cleaning fluids, petroleum products, paints, acids, caustics, pesticides, insecticides, poisons, drugs or other materials the processing of which the Waste Facility reasonably believes would pose a threat to health or safety or the processing of which may cause damage to the Waste Facility; (d) any waste which if processed, would violate or cause the violation of any judicial decision, order or actions of any federal, state, or local government or any agency thereof or applicable law; and (e) Hazardous Waste.

**RESIDENTIAL SOLID WASTE AND RECYCLING COLLECTION AGREEMENT
FOR THE TOWN OF NEWMARKET, NH**

WASTE DISPOSAL SITE is currently Turnkey Landfill, Rochester, NH.

Changes to definitions will be accomplished only through the mutual consent of the CONTRACTOR and the TOWN. However, in any event, the CONTRACTOR shall comply with any and all future ordinance changes and changes to the TOWN's regulations or licensing requirements.

2. **Service:** All RESIDENTIAL dwellings within the TOWN shall be provided regular collection service once a week under this Agreement with solid waste and recyclables being collected on the same day of each week. The CONTRACTOR shall become the owner of any and all materials collected at the time of collection, and shall be considered legally responsible for the proper and safe handling and disposal of the materials collected in accordance with all local, state, and federal rules, regulations, and laws, etc. and any applicable industry standards. The TOWN agrees it is responsible for any tipping fee for disposal of solid waste collected by the CONTRACTOR under this Agreement. The CONTRACTOR is solely responsible for the tipping, processing, or any other fee associated with handling the recyclables collected under this Agreement.

The TOWN shall not bear the cost for pickup, transportation, or disposal of any COMMERCIAL Solid Waste generated in the TOWN.

The current service routes are indicated on the attached map. The TOWN may, from time to time, extend the area or streets of collection or reschedule the streets and days of collection and the CONTRACTOR shall forthwith comply with such extension or change.

When any collection day falls on a designated holiday, the CONTRACTOR shall defer for one day all collections scheduled for that day and following days of that week.

The CONTRACTOR shall provide the TOWN with the schedules of residential collection routes and keep such information current at all times. Changes to the collection routes must be approved by the TOWN prior to implementation.

It shall be the customer's responsibility to place their solid waste and recyclables at the edge of the public/private way by 7:00 a.m. on the scheduled day of pickup. Collectors shall not trespass unduly on private property. The CONTRACTOR shall return to a location should it be missed during the collection schedule, if the customer has met their responsibility. In the event of changes in routes or schedules that will alter the day of pickup, the CONTRACTOR shall so notify each customer affected by delivering a notice not less than two (2) weeks prior to the change.

Collections shall be made during the hours set forth in the approved schedule, subject to such reasonable modifications as the TOWN may grant. In no case shall the collection schedule begin before 7:00 a.m. or continue after 6:00 p.m. on the day of collection. Adverse weather

**RESIDENTIAL SOLID WASTE AND RECYCLING COLLECTION AGREEMENT
FOR THE TOWN OF NEWMARKET, NH**

conditions will not be permitted to alter the collection schedule without prior approval of the TOWN. Weekends will not be permitted to be included in the collection schedule. All collections shall be made as quietly as possible.

If the CONTRACTOR encounters a container which does not meet the TOWN 's specifications, the CONTRACTOR shall affix a sticker to the unacceptable bag or container, explaining why the bag or container was not picked up, and prior to the close of business, shall notify the TOWN as to the location, quantity and reason why municipal solid waste or recyclables were not picked up at that location.

3. **Dumpster Service:** The CONTRACTOR shall provide up to one (1) dumpster for solid waste and at a location designated by the TOWN, which will be emptied once per week as part of the normal collection schedule. There shall be no charge for this service other than the per ton charges associated with collection, transportation, delivery, and processing of the curbside residential solid waste and recyclables.
4. **Roll-off Containers:** The CONTRACTOR shall provide seven (7) open top thirty (30) cubic yard containers two (2) times per year at no cost to the TOWN for their use. The TOWN will determine each year where and when these containers will be used and agrees to pay the disposal fee and a hauling fee of (\$147.00) per haul for the solid waste contained within these containers. The containers will be delivered to a TOWN authorized Facility, which has the most economically advantageous disposal rate for the TOWN.
5. **Litter:** The CONTRACTOR shall not litter premises in the process of making collections, but shall not be required to collect material that has not been placed in approved containers or in a manner therein provided. All materials, which escape from vehicles or receptacles of the CONTRACTOR, shall be picked up immediately and no material shall be allowed to be scattered upon public or private property. The CONTRACTOR is expected to make a reasonable effort to clean up the curbside due to animals or birds breaking open the bag, and leave the area clean after the stop has been picked up. Any waste that is dropped on the ground due to a broken bag during collection shall also be picked up and removed from the roadside.
6. **Approved Containers:** Refuse shall be in bags, not exceeding 33 gallons or 30 lbs. in weight.
7. **Special and Hazardous Materials:** No hazardous wastes will be collected by the CONTRACTOR unless specifically requested by the Generator, approved by the TOWN, and agreed to by the CONTRACTOR.
8. **Collection Equipment:** The CONTRACTOR shall provide an adequate number of vehicles approved by the TOWN for regular collection services. They shall be kept in good repair, pleasing appearance, and in a sanitary condition at all times. No fluids of any kind shall be allowed to be discharged from a CONTRACTOR 's vehicle. Each vehicle shall have painted clearly visible on each side, the name and phone number of the CONTRACTOR and the truck

**RESIDENTIAL SOLID WASTE AND RECYCLING COLLECTION AGREEMENT FOR
THE TOWN OF NEWMARKET, NH**

identification number, Vehicles and other equipment shall be maintained in good working order, uniformly painted and in a good and clean condition.

9. **Office:** The CONTRACTOR shall establish and maintain a local office within a 30 mile radius of the TOWN, or such other facilities through which he can be contacted, where service may be applied for, and complaints can be made. It shall be equipped with sufficient local calling area telephones, shall have responsible person(s) in charge during collection hours, and shall be open during collection hours.

In lieu of a local office, the CONTRACTORE shall provide a toll free number, and shall have a responsible person(s) in charge and available during collection hours. Approval of the TOWN must be obtained before any change can be implemented in providing a local office.

10 **Hauling:** All solid waste and recycling hauled by the contractor shall be contained, tied, or enclosed to prevent leaking, spilling or blowing. The vehicles shall be enclosed, or securely covered at all times during transportation so as to prevent materials from escaping. In the event of any spillage, the CONTRACTOR shall immediately clean up the litter. The CONTRACTOR shall furnish all labor, vehicles, materials, tools, equipment, and incidentals for the work to be performed and shall keep all vehicles and receptacles in a clean condition.

11. **Disposal:** All Acceptable Waste collected within the TOWN shall be delivered to and deposited for disposal at the TOWN's designated Waste Disposal Site and/or Facility. No solid waste will be allowed to be disposed at an unlined or unlicensed landfill. Recycling materials must be delivered to a TOWN approved Facility and shall not be landfilled or incinerated.

12. **Term:** The term of this Agreement shall be for a period beginning January 7, 2013 and ending December 31, 2015 subject to the annual authorization of funds by the TOWN per the Municipal Budget Act (NH RSA 32). The Town shall have the right to extend, alter, and/or amend any and all provisions of this Agreement upon the mutual satisfaction of both the TOWN and the CONTRACTOR.

13. **Charges:** The CONTRACTOR shall collect acceptable waste and deliver to the TOWN's designated facility commencing on January 7, 2013. As consideration for the performance of this contract, the TOWN shall pay to the CONTRACTOR a fee based solely and exclusively on the following:

Residential Waste Collection Contract: The TOWN agrees to pay the CONTRACTOR eighty six dollars and seventy two cents (\$86.72) per ton for all residential waste picked up within the TOWN during years one, two and three of the contract.

Residential Collection Contract: The TOWN agrees to pay the CONTRACTOR one hundred seventy three dollars and forty four cents (\$173.44) per ton for all residential recycling picked up within the TOWN for years one, two and three of the contract.

**RESIDENTIAL SOLID WASTE AND RECYCLING COLLECTION AGREEMENT FOR
THE TOWN OF NEWMARKET, NH**

Fuel Adjustment Clause: There will be no fuel adjustment for years one, two and three of the contract.

Transfer Station Roll-off Containers: TOWN agrees to pay the CONTRACTOR one hundred and forty-seven dollars (\$147.00) per haul of a container to a Facility authorized by the TOWN and which is most economically advantageous to the TOWN with regard to the fee for processing or disposal of the bulky wastes.

The CONTRACTOR will only charge the TOWN for the waste and recyclables collected within the TOWN's geographical limits and at stops approved by the TOWN. Any per ton type of measurement will be based on weight (i.e. tonnage) at the disposal or processing site's designated scale house. Scale house must be certified by its State Bureau of Weights and Measures. The CONTRACTOR must forward a copy of the scale ticket from the disposal or processing site for each load charged to the TOWN with the monthly invoice.

The CONTRACTOR shall submit monthly invoices, which will state the date of delivery, truck identification number, and tonnage delivered. Upon receipt of the invoice, the TOWN will have thirty (30) days to remit payment. The TOWN reserves the right to have their agents inspect any of the CONTRACTOR'S vehicles at any time during operations. The TOWN may conduct surveillance of the CONTRACTOR's operations to ensure that only the TOWN's solid wastes are being collected, transported, delivered, and invoiced accordingly.

14. **Complaints:** All complaints shall be resolved within 24 hours. The CONTRACTOR shall supply the TOWN with copies of a complaint log containing all complaints received and which indicates the disposition of each. Such records shall be available for TOWN inspection at all times during business hours. The complaint log shall indicate the day and the hour on which the complaint was received; the name of the originator, location, and nature of the complaint.

**RESIDENTIAL SOLID WASTE AND RECYCLING COLLECTION AGREEMENT FOR
THE TOWN OF NEWMARKET, NH**

the manner in which it was resolved; and the day and hour on which it was resolved. When a complaint is received on the day preceding a holiday or on Saturday, it shall be resolved by the end of the next working day. It is acknowledged by the CONTRACTOR that time is of the essence in satisfactorily resolving any complaint received.

15. **Notification:** The CONTRACTOR shall notify all customers about complaint procedure regulations and day of collection. The CONTRACTOR shall include within this notification, explanatory information relating to schedule changes resulting from holidays with annual list of scheduled holidays. The CONTRACTOR will be responsible for providing notice to all customers affected by a change in the collection schedule. All notices must be provided to and approved by the TOWN prior to distribution.
16. **Contractor's Personnel:** The CONTRACTOR shall assign a qualified person or persons to be in charge of operations in the TOWN who has full authority to resolve complaints and/or problems; shall give the name or names, and experience of such person(s) to the TOWN; and shall furnished contact information for such person(s) who shall be available and on-call during normal business hours, and in the event of an emergency, after business hours. Each employee shall at all times carry a valid operator's license for the type of vehicle he or she is driving. The CONTRACTOR's employees shall behave in a courteous manner toward the public and the CONTRACTOR shall remove from employment, under this Agreement, any employee who is incompetent, disorderly, or discourteous. The TOWN may request the dismissal of any employee of the CONTRACTOR who violates any provisions hereof, or who is wanton, negligent, or discourteous in the performance of his/her duties. The CONTRACTOR shall provide operating and safety training for all personnel. Each vehicle shall be equipped with safety equipment such as a first aid kit, fire extinguisher, flare kits, etc.
17. **Compliance with Laws:** The CONTRACTOR shall conduct operations under this Agreement in compliance with all federal, state, and local laws, ordinances, and regulations.
18. **Performance Bond:** The CONTRACTOR shall furnish to the TOWN a Performance Bond for the faithful performance of this Agreement throughout its term. It shall be executed by a surety company licensed to do business in the State of New Hampshire and shall be in the sum of \$62,500. Said bond shall indemnify the TOWN against any loss resulting from any failure of performance by the CONTRACTOR, not exceeding, however, the sum of the bond. Any surety company shall provide a minimum of thirty (30) days notice to the TOWN prior to expiration and/or termination of the Performance Bond. As an alternate, the CONTRACTOR may furnish security, acceptable to the TOWN in the same amount. If cash, the interest shall accrue to the CONTRACTOR.
19. **Indemnity:** To the fullest extent permitted by law, the CONTRACTOR shall indemnify, exonerate, protect, defend (with counsel acceptable to the TOWN), save harmless, and reimburse the TOWN, and its employees, officers, agents and representatives (hereinafter TOWN shall include such foregoing persons or entities) from and against any and all damages (including without limitation, bodily injury, illness or death or property damage), losses,

**RESIDENTIAL SOLID WASTE AND RECYCLING COLLECTION AGREEMENT
FOR THE TOWN OF NEWMARKET, NH**

liabilities, obligations, penalties, claims (including, without limitation, claims predicated upon theories of negligence, fault, breach of warranty, products liability or strict liability), litigation, demands, defenses, judgments, suits, proceedings, costs, disbursements or expenses of any kind or nature whatsoever, including without limitation, attorneys' and experts' fees, investigative and discovery costs and court costs, which may at any time be imposed upon, incurred by, asserted against or awarded against the TOWN which are in any way related to CONTRACTOR 's performance under this Agreement and which arise from (a) any act, omission or strict liability of CONTRACTOR CONTRACTOR's sub-contractors, licensees, agents, servants or employees or any third party, whether such act, omission or strict liability gives rise to liability which is sole, joint or several, (b) any default by the CONTRACTOR under any of the terms or covenants of this Agreement, or (c) any warranty given by or required to be given by the CONTRACTOR relating to the performance of the CONTRACTOR under this Agreement. CONTRACTOR agrees to pay the TOWN s interest from the date of any loss indemnified against hereunder until such amount, plus interest is paid. Interest shall be in the annual rate specified by NH RSA 336: I at the time of the loss.

20. **Insurance:** The CONTRACTOR shall purchase and maintain in force, from the commencement of this Agreement until CONTRACTOR has fully completed its responsibilities hereunder, General Liability - Bodily Injury/Property Damage, Automobile Liability, and Worker's Compensation and Employers Liability Insurance with contractual extension coverage (by endorsement or otherwise) and shall provide the Town with certificates of insurance evidencing such coverage in the following minimum amounts:

A. **Owners and Contractors Protective** - Bodily Injury \$500,000.00 each occurrence, \$1,000,000.00 total. Property damage \$500,000.00 each occurrence, \$500,000.00 total.

B. **General Liability** - Bodily Injury \$500,000.00 each occurrence, \$1,000,000.00 total. Property Damage \$500,000.00 each occurrence, \$500,000.00 total.

C. **Automobile Liability** - Bodily Injury \$450,000.00 each person/occurrence. \$1,000,000.00 each accident/occurrence. Property Damage \$1,000,000.00 each occurrence.

D. **Worker's Compensation** - Statutory Requirements. The contractor shall provide worker's compensation.

The CONTRACTOR shall name the TOWN as an additional insured under all its liability insurance policies. The CONTRACTOR's obligations under the indemnity paragraph herein shall not, however be limited in any way by any limitation on the amount or type of insurance available to the CONTRACTOR. All insurance shall be by insurers and for policy limits acceptable to the TOWN and before commencement of work, hereunder the CONTRACTOR agrees to furnish the TOWN certificates of insurance. All insurers shall be required to provide the TOWN at least

**RESIDENTIAL SOLID WASTE AND RECYCLING COLLECTION AGREEMENT FOR
THE TOWN OF NEWMARKET, NH**

Thirty (30) days notice prior to any change, expiration, or termination of any policy.

21. **Assignment:** No assignment of this Agreement or any right occurring under this Agreement shall be made in whole or part by the CONTRACTOR without the express written consent of the TOWN. In the event of any assignment approved by the TOWN, the assignee shall assume any and all liability of the CONTRACTOR thus assigned.
22. **Permits and Licenses:** The CONTRACTOR shall obtain at their own expense all permits and licenses required by law or ordinance to fulfill this Agreement and maintain same in full force and effect throughout its term.
23. **Notice of Opportunity to Cure:** Notwithstanding any provision contained herein, the TOWN agrees to notify the CONTRACTOR in writing of any specific failure to perform or material breach of this Agreement. Prior to instituting or exercising any action against the CONTRACTOR, the TOWN shall give the CONTRACTOR twenty four (24) hours from receipt of such a notice to correct, remedy, and/or rectify the failure and/or breach, or to provide the TOWN material evidence that the failure did/does not exist or that additional time is necessary to address the concerns of the TOWN. Any additional time granted or determination that satisfaction has been reached with regard to the issues contained in the notice shall be solely at the discretion of the TOWN without benefit of any additional notice to the CONTRACTOR.
24. **Standards of Performance:** If the CONTRACTOR fails to collect materials herein specified for a period in excess of two (2) consecutive scheduled collection days or fails, in the TOWN's determination, to operate in accordance with the terms and conditions of the contract and the applicable ordinances for a similar period, the TOWN has the option to hire another contractor and any and all operating expenses incurred by the Town in so doing may be deducted by it from compensation due the CONTRACTOR hereunder.

If the CONTRACTOR is unable for any cause to resume performance at the end of thirty (30) calendar days, all liability of the TOWN under this Agreement to the CONTRACTOR shall cease and the TOWN at its sole option shall be free to negotiate with other Contractors for the operation of said collection service. Such operation with another contractor shall not release the CONTRACTOR herein of their liability to the TOWN for such breach of this Agreement. In the event that this contract is so negotiated with a new Contractor or other Contractors, third party liability of the CONTRACTOR herein shall terminate in so far as same arises for tortuous conduct in operation of the collection service.

25. **Penalties:** The CONTRACTOR understands and agrees that the TOWN has the right to withhold and deduct from any monthly invoice certain amounts for the CONTRACTOR 's failure to perform under this Agreement short of total default. Such amounts are to penalize the CONTRACTOR for poor performance under this Agreement and are to be considered liquidated damages for same. Assessing such a penalty is in addition to any other right of the TOWN and shall not preclude the TOWN from exercising any other option or right under this Agreement. The

**RESIDENTIAL SOLID WASTE AND RECYCLING COLLECTION AGREEMENT
FOR THE TOWN OF NEWMARKET, NH**

following penalties will apply at the sole discretion of the TOWN:

- | | | |
|----|--|---|
| 1. | Solid Waste not collected according to the terms of this Agreement, per house, per occurrence: | \$100.00 |
| 2. | Recyclables not collected according to the terms of this Agreement, per house, per occurrence: | \$100.00 |
| 3. | Complaint not resolved according to the terms of this Agreement, per occurrence: | \$100.00 |
| 4. | Spilling of any solid waste or recyclables in conveying it from the curb to the collection vehicle and/or failing to immediately clean the collection area according to the terms of this Agreement, per occurrence: | \$200.00 |
| 5. | Damage to TOWN property, street, or highway excepting normal wear and tear: | To be billed at the cost of time and materials to make the repairs plus \$500.00 per occurrence |
| 6. | Failure to provide any report or information required under this Agreement to include but not be limited to failure to provide appropriate and adequate documentation with any monthly invoice, per occurrence: | \$500.00 |

The assessment of any penalty shall be at the sole discretion of the Newmarket Town Council subject to appeal to the Newmarket Town Council of the Town of Newmarket, NH, whose decision shall be final and conclusive in any assessment thus appealed. The CONTRACTOR will be notified of any deduction made by the TOWN in writing, which will accompany the invoice from which it was deducted.

26. Termination for Cause:

- A. Anyone or more of the following acts or omissions by the CONTRACTOR shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
1. Failure to maintain the records required hereunder or to permit access thereto;
 2. Failure in the performance of any of its remaining obligations hereunder or a default in any of the other covenants and conditions of this Agreement.
- B. **Termination:** Upon the occurrence of any Event of Default, the TOWN shall thereupon have the right to terminate this Agreement by giving written notice to the CONTRACTOR

**RESIDENTIAL SOLID WASTE AND RECYCLING COLLECTION AGREEMENT FOR
THE TOWN OF NEWMARKET, NH**

of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of termination. In such event, all records and all finished or unfinished data in the possession of the CONTRACTOR shall, at the option of the TOWN, become the TOWN 's property and the CONTRACTOR shall be entitled to receive compensation for any work satisfactorily completed hereunder; provided however, that the amount of such compensation shall be solely determined by the TOWN. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the TOWN for damages sustained by the TOWN by virtue of any breach of the Agreement by the CONTRACTOR, and the TOWN may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the TOWN from the CONTRACTOR is determined.

27. **Law to Govern:** This Agreement shall be governed by the laws of the State of New Hampshire as to both interpretation and performance.
28. **Modification:** This Agreement constitutes the entire Agreement and understanding between the parties hereto, and supersedes any previous written or oral understandings. It shall not be considered modified, altered, changed, or amended in any respect unless in writing and signed by both parties hereto.
29. **Right to Require Performance:** The failure of the TOWN at anytime to require performance by the CONTRACTOR of any provisions hereof shall in no way affect the right to the TOWN thereafter to enforce same. Nor shall waiver by the TOWN of any breach of any provisions hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.
30. **Point of Contact:** All dealings, contact, etc. between the CONTRACTOR and TOWN shall be directed to the designated agent or agents of the CONTRACTOR and of the TOWN as determined in writing from each from time to time.
31. **Illegal Provisions:** If any provision of the Agreement shall be declared illegal, void, or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.
32. **Notice:** A letter addressed and sent by certified United States mail to either party at its business address shown hereinabove shall be sufficient notice whenever required for any purpose in this Agreement.
33. **Successors and Assigns:** This Agreement shall be binding upon the parties hereto as well as upon their successors, heir, and assigns.
34. **Title of Sections:** Section headings inserted herein are for convenience only and are not intended to be used as aids for interpretation and are not binding on the parties.

**RESIDENTIAL SOLID WASTE AND RECYCLING COLLECTION AGREEMENT FOR
THE TOWN OF NEWMARKET, NH**

35. Effective Date: This Agreement shall become effective and the CONTRACTOR shall begin collection of the solid waste as covered herein on January 7, 2013.

In witness whereof, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**FOR THE TOWN OF
NEWMARKET, NH
By its Town Administrator**

WITNESS _____

TOWN Administrator

DATE:

FOR BESTWAY DISPOSAL SERVICES

WITNESS





Paul StHilaire

DATE:

1-18-13

**RESIDENTIAL SOLID WASTE AND RECYCLING COLLECTION AGREEMENT FOR
THE TOWN OF NEWMARKET, NH**

ADDITIONAL SERVICES PRICING

50 yard and 30 yard container for Single Stream

\$147 per haul

\$0 Rental

Commodity rebate = (ACR-75), 50/50 split

(7) 8 yard dumpsters collected at Town Facilities

\$0 charge

The formula:

*(ACR-\$75) split 50/50

Example:

Current ACR (Average Commodity Revenue from the Charlestown Plant) = \$95.00.

Cost to process recyclables = \$75.00.

$\$95.00 - \$75.00 = \$20.00$ split 50/50 = \$10.00 to the Town per ton

*Please note that the ACR will fluctuate monthly based on the commodity market.

PROPOSAL FOR COLLECTION, TRANSPORTATION, AND DISPOSAL OF MUNICIPAL SOLID WASTE FOR THE TOWNS OF NEWFIELDS, NEWMARKET, AND STRATHAM, NEW HAMPSHIRE—BID RESPONSE FORM.

Item 1: Curbside Collection and Transportation of MSW:

Three year term: 1. Per Ton cost: \$86.72 2. Fix Fee for Term of Contract: \$318,175.00

Item 2: MSW Disposal Option Alternative:

Three year term: 1. Per Ton Tipping Fee: \$61.25

Disposal Site and Address: Allenstown Transfer Station, Allenstown, NH to
North Country Environmental, Bethlehem, NH

Item 3: Curbside collection and transportation for recycling:

Three year term: 1. Per Ton Fee: \$173.44 2. Fixed Fee for Term of Contract: \$282,534.00

Item 4: Recycling Processing Option:

Three year term: 1. Per Ton Tipping Fee: \$0.00 If awarded Item 3
Allenstown Transfer Station, Allenstown, NH to
Processing Company, Site, and Address: Charlestown, MA MERF, Charlestown, MA

Bidding Company Name: Bestway Disposal Services, A Casella Company

Address: PO Box 360
Epping, NH 03042

Telephone Number: 603-778-2116 Email address: muriel@bestwaydisposalservices.com

Do not leave any item blank. Instead, place "N/A" in any space for which you wish not to respond.

Please note any exceptions, qualifications, stipulations, and/or substitutions on a separate page in detail.

Please include your Certificates of Insurance as requested.

I certify that I am familiar with all aspects of the specifications associated the work to be performed, and have anticipated all contingencies relative to the local conditions under which the work will be performed. I further certify that submission of this proposal constitutes my acknowledgment and certification of having adequate knowledge of specific site conditions and specifications in order to successfully perform the tasks involved in implementing the project as described.

Person Submitting Bid: Name/Title: Paul St Hilaire, Bestway Disposal Svcs, A Casella Company

(print or type)

(signature)

Bond No. 863787

Bid Bond

KNOW ALL MEN BY THESE PRESENTS that we, Blow Bros. DBA Bestway Disposal Services, P.O. Box 866, Rutland, VT 05702, Principal, and, Evergreen National Indemnity Company, 6140 Parkland Boulevard, Suite 321, Mayfield Heights, OH 44124-6106, the Surety, are hereby bound unto the Towns of NNS, Office of Town Administrator, 186 Main Street, Newmarket, NH 03857, Obligee, in the penal sum of Ten Percent of the Total Amount Bid Dollars (\$10% TAB), for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents.

WHEREAS, the Principal is herewith submitting a bid or proposal for Residential Services Bid.

NOW, THEREFORE, the condition of this obligation is that if the Principal shall be awarded the contract and the Obligee shall so notify the Surety, and if within the period specified in the contract, or if no period be specified, within twenty (20) days after the Principal's receipt of notice of award, the Principal enters into a contract and gives bond for the faithful performance of the contract, then this obligation shall be null and void; otherwise, the Principal and the Surety will pay to the Obligee the difference between the Principal's bid and the next lowest bid; or in the event the Obligee does not award the contract and resubmit the project for bidding, the Principal and the Surety will pay the Obligee an amount equal to the costs of the resubmission including the printing of new contract documents, and advertising, printing, and mailing notices to prospective bidders; but in no event shall the liability hereunder exceed the penal sum hereof; nor shall the Surety be obligated to give a bond for performance.

If the Obligee makes no award within ninety (90) days of the execution date hereof, then this bond shall be null and void unless extended by written consent of Surety.

No liability of the Surety shall arise hereunder unless and until the Obligee delivers written notice of a claim to the Surety within fifteen (15) days after the alleged breach giving rise to such claim; and no suit under this bond by or for the benefit of the Obligee may be instituted sooner than thirty (30) days or later than ninety (90) days after the Surety receives such notice.

Signed, sealed and executed this 10th day of December 2012.

Blow Bros. DBA Bestway Disposal Services
Principal

Evergreen National Indemnity Company
Surety

By: *John W. Casella*, President & Secretary
John W. Casella

By: *Patricia A. Temple*
Patricia A. Temple, Attorney-In-Fact

Witness: *Ang L. Colonna*

Witness: *Joy Bauer*
Joy Bauer

EVERGREEN NATIONAL INDEMNITY COMPANY

MAYFIELD HEIGHTS, OH
POWER OF ATTORNEY

POWER NO. 863787

KNOW ALL MEN BY THESE PRESENTS: That the Evergreen National Indemnity Company, a corporation in the State of Ohio does hereby nominate, constitute and appoint:

Patricia A. Temple

its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof.

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of July, 2004:

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.
FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of June, 2009.

EVERGREEN NATIONAL INDEMNITY COMPANY



By: Charles D. Hamm Jr.
Charles D. Hamm Jr, President
By: David A. Canzone
David A. Canzone, CFO

Notary Public)
State of Ohio)

SS:

On this 1st day of June, 2009, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Charles D. Hamm, Jr. and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Columbus, Ohio, the day and year above written.

Penny M. Burns, Notary Public



Penny M. Burns
Penny M. Burns, Notary Public
My Commission Expires April 4, 2017

State of Ohio)

SS:

I, the undersigned, Secretary of the Evergreen National Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth herein above, is now in force.

Signed and sealed in Mayfield Hts, Ohio this 10th day of December 2012.



Wan C. Collier
Wan C. Collier, Secretary

THE STATE OF NEW HAMPSHIRE
INSURANCE DEPARTMENT

License No: 100082

Presents that EVERGREEN NATIONAL INDEMNITY COMPANY
is hereby authorized to transact Property & Casualty lines of Insurance
in accordance with paragraphs I, II, V, VI, VII
Exclusions:
of NH RSA 401:1.

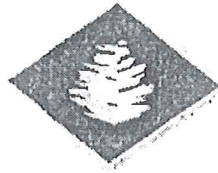
Effective Date: 06/15/2012

Expiration Date: 06/14/2013



R.A. Sevigny

Roger A. Sevigny
Commissioner of Insurance



Evergreen National Indemnity Company

Certificate

2011

The following financial information was excerpted from the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance.

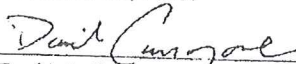
STATEMENT OF INCOME

Direct-Written Premium	\$ 32,580,612
Reinsurance Assumed	3,160,705
Reinsurance Ceded	(24,931,981)
Net Written Premium	10,809,336
Change in Unearned	661,296
Net Earned Premium	11,470,632
Losses & LAF Incurred	(44,824)
Net Commission Expense	4,773,797
Other Expenses	3,215,475
Underwriting Gain/ (Loss)	3,526,184
Net Investment Income	2,006,744
Net Realized Capital Gains (Loss)	361,044
Other Income/ (Expense)	167
Income Before FIT	5,894,139
Federal Income Tax	1,479,666
Net Income	4,414,473

BALANCE SHEET

<u>Assets</u>	
Invested Assets	47,879,998
Agent's Balances (net of Reins.)	1,863,537
Reinsurance Recoverable	285,323
Other Assets	730,182
Total Assets	50,759,040
<u>Liabilities & Surplus</u>	
Unearned Premium Reserve	4,256,991
Loss & LAE Reserves	4,005,177
Ceded Reinsurance Payable	3,410,400
Other Liabilities	5,317,202
Total Liabilities	16,989,770
Surplus	33,769,270
Total Liabilities & Surplus	50,759,040

I hereby certify that the above information is that contained in the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance for the year ending December 31, 2011.


David A. Canzone, Treasurer

Town of Newmarket, New Hampshire
By the Newmarket Town Council
Ordinance 2012-2013-02

Amendments to **Sections 1.04 Zoning Map, Sections 1.09 Special Use Permits, Section 2.02 M-2 District, Section 5.08 Downtown Commercial Overlay District, and Section 7.02 Mixed use Development** of the Town of Newmarket Zoning Ordinance, adopted 02/14/1996, as amended through August 4, 2010.

The Town of Newmarket ordains that:

WHEREAS, the Town of Newmarket has adopted a Zoning Ordinance to guide the character of growth, development, and change in order to provide for the public health, safety and general welfare; and

WHEREAS, the Economic Development Chapter of the Newmarket Master Plan was adopted by the Planning Board on August 9, 2011 and recommended a number of actions including an examination of the current zoning to include more flexibility in the determination of permitted use, to foster a more “business-friendly, atmosphere, streamline the development process, and promote projects which would result in a positive fiscal impact to the Town; and

WHEREAS, the Planning Board formed a sub-committee to evaluate current business zoning and mixed-use development districts, their corresponding dimensional controls, and permitted use to identify barriers to commercial development; and come forward with some specific recommendations for changes to the Town’s development regulations; and

WHEREAS, over the course of seventeen (17) months, several public informational meetings, workshops, and three formal public hearings were conducted to solicit citizen input and modifications were made to draft zoning amendments in response to those comments.

WHEREAS, the Planning Board voted on January 9, 2013 to bring this proposed amendment to the Town Council for adoption.

WHEREAS, this proposed amendment is intended to expand the existing downtown M-2 zoning district; to facilitate positive economic development, encourage in-fill development and the conversion and adaptive re-use of underdeveloped properties, through innovative zoning techniques, as authorized under RSA 674:21 within a target area adjacent to the downtown connecting along Route 108 and Elm Street.

NOW THEREFORE BE IT RESOLVED that **Title III. Land Use Code and Regulations Chapter IV: Zoning Ordinance** is amended as follows:

SECTION 1.04 ZONING MAPS.

1. Amend the “Zoning Map for the Town of Newmarket” (See Attachment 1) by changing a portion of the B-1 Zone and of the R-2 Zoning Districts to a M-2 Zone classification as follows:

- A. Starting at the southwesterly side of the bridge where Route 108 crosses the Lamprey River: Rezone from B-1 to M-2 the following parcels along Elm, Nichols Avenue, Washington Street, Lincoln Street, and Spring Street. Map U-2, Lots 249, 248, 247, 246, 245, 244, 243, 59, 60B, 57, 56C, 56B, 61, and 60A.
- B. Starting at the intersection of Route 152 east of Railroad Ave: Rezone the following parcels from B-1 to M-2: Map U3, Lots 138, 138 -A, 138-1, 127, 128, 129, 130, 131, 132, 133, 134-1, 134, 135, 136, and 137. Map U4, Lots 15, 14, 13, 12, 11, 10, and 9.
- C. Starting at the intersection of New Road and Route 108 along the easterly side of Route 108: Rezone the following parcels from R-2 to M-2: Map U3, Lots 122, 123, 124, and 125.

SECTION 1.09 SPECIAL USE PERMITS.

1. Amend SECTION 1.09 SPECIAL USE PERMITS, Paragraph (A), by inserting “§ 2.02 M-2 District, (B) (2) (a) for Multi-family residential use and (b) for Mixed-use development with three or greater residential units.”

SECTION 2.02 M-2 DISTRICT.

1. Modify paragraph (A) Purpose of M-2 District to recognize the need to “expand” the commercial, social, civic and residential functions of the downtown and the historic nature of the “town” as opposed to just the area.
2. Modify paragraph (B) by allowing Multi-family residential and Mixed-use developments with three or greater residential units by a Special Use Permit granted by the Planning Board.
3. Add three (3) new conditions pertaining to on-site parking, limits on the number of residential units per single building, and restrictions on residential units on the street level on North Main, Main Street, South Main Street, and Exeter Road.
4. Delete existing Paragraph (C) and move to Section 3.00 Chapter VI Site Plan Review Regulations by creating a new Section 3.22 titled “ Design Standards for M-2 District.”, with the exception of restrictions on “drive-through facilities”, which will be removed in its entirety.
5. Provide a new paragraph (C) which allows waivers to road setbacks, side/rear setback and structure height by Special Use Permit issued by the Planning Board.

Changes to the TABLE OF PERMITTED USES (See Attachment 2)

Make the following changes to the Table of Permitted Uses.

1. *Make “research and development” an allowed use in the M-2 Zoning District.*
2. *Allow “civic use” in the B-1 District.*
3. *Allow “fraternal organization” in the M-2 and B-1 Districts.*
4. *Allow “office complex” in the M-2 and B-1 District.*
5. *Make “Multi-family residential” a use permitted by Special Use Permit in the M-2 Zoning District, pursuant to Section 2.02 (B) (2).*
6. *Delete “Student Housing” from the Table.*
7. *Add “Commercial Amusement” to the B-1 District.*
8. *Make “Automotive Repair” a permitted use in the M-2 District.*
9. *Add Mixed Use Development to the Table, which are permitted in the M-1, M-2, M-3, and M-4 District and a new Footnote 7.*
10. *Add a new Footnote 6. that states “See M-2 District requirements for Special Use Permit allowing multi-family residential and mixed-use development involving three or greater residential units in Section 2.02 M-2 District. (B) (2)”*
11. *Add a new Footnote 7 for Mixed Use Development that states “See Section 7.02 for requirements”.*

Changes to the Dimensions Table (See Attachment 3)

1. *Change the Maximum Structure Height in the M-2 Zone from “50” to “35” feet.*
2. Add a Footnote 2. to **Dimensions Table** that states “The Planning Board may waive the road setbacks, side and rear setbacks and height restrictions within the M-2 District to match the conformity of adjacent buildings, through the issuance of a Special Use Permit pursuant to Section 2.02 (D).”

SECTION 5.08 DOWNTOWN COMMERCIAL OVERLAY DISTRICT.

1. Delete Paragraphs (A), (B) and (C) in their entirety.
2. *Remaining text to be re-numbered, accordingly.*

SECTION 7.02 MIXED USE DEVELOPMENT.

1. *Paragraph (A) to remain as is.*
2. *Delete Paragraph (B) which states Residential Only. There shall be no more than one residential structure per lot.*
3. *Section (C) (1) and (2) remain as is. Section © Paragraph (3) which states “Residential Density shall be one unit less than the maximum permitted residential density for the district when non-residential uses are included shall be deleted.*
4. *Remaining text to be re-numbered accordingly.*

This Ordinance shall become effective upon its passage.

Introduction Date: February 6, 2013

Public Hearing:

Final Action by Council:

Approved: _____
Philip J. Nazzaro, Chairman Newmarket Town Council

A True Copy Attest: _____
Becky I. Benvenuti, Town Clerk

Title III: Land Use Code and Regulations

Chapter IV: Zoning Ordinance

SECTION 1.04 ZONING MAPS. (SEE ATTACHED MAPS)

1. Amend the "Zoning Map for the Town of Newmarket" by changing a portion of the B-1 and R-2 Zoning Districts to a M-2 Zone classification as follows:
 - A. Starting at the southwesterly side of the bridge where Route 108 crosses the Lamprey River: Rezone from B-1 to M-2 the following parcels along Elm, Nichols Avenue, Washington Street, Lincoln Street, and Spring Street. Map U-2, Lots 249, 248, 247, 246, 245, 244, 243, 59, 60B, 57, 56C, 56B, 61, and 60A.
 - B. Starting at the intersection of Route 152 east of Railroad Ave: Rezone the following parcels from B-1 to M-2: Map U3, Lots 138, 138 -A, 138-1, 127, 128, 129, 130, 131, 132, 133, 134-1 and Map U4, Lots 15, 14, 13, 12, 11, 10, 9.
 - C. Starting at the intersection of New Road and Route 108 along the easterly side of Route 108: Rezone the following parcels from R-2 to M-2: Map U3, Lots 122, 123, 124, and 125.

1.09 SPECIAL USE PERMITS. Pursuant to RSA 674:21, I (i), a provision which permits flexible and discretionary zoning among other innovative land use controls, the Town offers certain discretionary authority to the Planning Board in limited cases where generally stated standards appear inappropriate.

- (A) Special Use Permits are provided in the following sections: § 2.01(B)(2) for optional uses in the mills; § 2.01 (B) (2) (b) for multi-family residential uses as part of a Mixed Use Mill Redevelopment (Editorial note: Preceding ref. 2.01(B)(2)(b) amended 11/19/08); § 2.02 (B) (2) (a) for multi-family residential uses; § 2.02 (B) (2) (b) mixed-use development with three or greater residential units; § 2.04(B)(2)(a) for self-storage facilities within existing buildings in the mills; § 2.04(B)(2) for optional uses related to the golf course or outdoor recreation; § 5.07(B)(3) for siting telecommunications facilities; and § 7.01(B)(3) for permitting large home-based businesses. (editorial note-preceding section except as noted amended August 2, 2000),

2.02 M-2 DISTRICT.

- (A) Purpose. The purpose of this district shall be to protect, ~~and~~ enhance, ~~and~~ expand the commercial, social, civic and residential functions of the downtown village area. It is recognized that the village is an important place of business and of

social interaction. Controls are intended to enhance the village by providing for relatively high density, a mix of uses, public access to the Lamprey River, and design compatible with the pedestrian scale and historic nature of the area town.

(B) Permitted Uses.

- (1) Uses permitted by right are listed in the **Table of Permitted Uses**.
- (2) The following uses may be permitted by Special Use Permit issued by the Planning Board: ~~Exception, provided that they meet the accompanying standards:~~

- ~~(a)~~ (a) — Multi-family residential.
- ~~(b)~~ Mixed-use development with three or greater residential units.

~~Conditions:~~

~~The granting of such permit shall require the Planning Board to find that the proposed use is consistent with the purpose of this district, is suitable for the location proposed, would not cause significant adverse impact, and meets the conditions as set forth below:~~

- ~~[1] Preparation and acceptance by the ZBA-Planning Board of a fiscal impact statement¹ which, ~~in addition to analyzing general impacts, assesses school impacts in particular; and demonstrates a positive fiscal impact on the town; and~~~~
- ~~[2] Preparation and acceptance by the ZBA- Planning Board of a market analysis² which demonstrates the feasibility of adding ed multi-family housing ~~in a community which already has an over-abundance of multi-family housing,~~ sufficient to ensure reasonable expectation of ongoing occupancy of units to support maintenance and upkeep of the property.~~
- ~~(3) The project shall have at least two (2) on-site parking spaces per residential unit.~~

¹ The Planning Board may waive the requirement that this study be submitted if, in its discretion, it determines that the study is not necessary for the Planning Board to make an informed decision.

² The Planning Board may waive the requirement that this study be submitted if, in its discretion, it determines that the study is not necessary for the Planning Board to make an informed decision.

(4) Multi-family residential use, with no commercial use within the building, shall be limited to no greater than four (4) residential units within a single building.

(5) No residential units shall be located in the street level space if the building has frontage on North Main Street, Main Street, South Main Street, or Exeter Road. (Moved from Section 5.08 (C) (1) and (2).)

~~(C) Design Standards. The following design standards shall apply in this district, and are intended to enhance the pedestrian environment and to protect and enhance overall character of the village: (Move entire section to Chapter VI: Site Review Regulations, to a new section 3.22, with the exception of Paragraph (5) Drive-Through Facilities which will be deleted in its entirety.)~~

~~(1) Building Orientation. To ensure that the village area retains its pedestrian orientation, all new buildings shall face the primary street on which the lots fronts. Further, the primary pedestrian access shall be located on the front of the building.~~

~~(2) Outdoor Seating. Restaurants, with or without lounge use, may have outdoor seating. Site Plan Review approval shall indicate the total number of seats permitted for the use, and shall designate the area in which seats can be located outdoors. This outdoor seating option is not available to lounge-only uses or to social clubs.~~

~~(3) Outdoor Merchandise Display and Sales. Outdoor display and sales of merchandise is permitted in areas designated on an approved site plan.~~

~~(4) Awnings. Awnings over doors and windows along streets are encouraged to enhance the pedestrian environment. A minimum clearance of seven feet shall be required where the awning projects over a public sidewalk, and awnings shall not be subject to the setback requirements, and may have 10% of their area covered with a commercial message.~~

~~(5) Drive-Through Facilities. Drive-through facilities shall be prohibited in this district because the intent is to encourage pedestrian-oriented design in the village, and to encourage the vehicle-oriented businesses to locate in other districts.~~

~~(6) On-Site Parking. On-site parking shall not be allowed between the front of the primary structure and the street.~~

(C) Waivers to road setback, side/rear setback, and structure height. Reduction in these dimensional controls may be permitted by Special Use Permit issued by the Planning Board. The granting of such permit shall require the Planning Board to

find that the proposed use is consistent with the purpose of the district, is suitable for the location proposed, would not cause significant adverse impacts, and the proposed setback and structure height is consistent with the applicable setbacks and/or structure height of existing building(s) located on adjacent lots.

~~5.08 DOWNTOWN COMMERCIAL OVERLAY DISTRICT.~~

- ~~(A) Purpose. The purpose of this district shall be to protect and enhance the commercial, social, civic and residential functions of the downtown village area. It is recognized that the village is an important place of business and of social interaction. Controls are intended to enhance the village by recognizing the importance of street level commercial space, providing for relatively high density, a mix of uses, and design compatible with the pedestrian scale and historic nature of the area.~~
- ~~(B) Overlay District Boundaries. The Downtown Commercial Overlay District boundaries shall include all properties within the M-2 District and having frontage on Main Street or South Main Street.~~
- ~~(C) Requirements.~~
 - ~~(1) All Permitted Uses allowed in the M-2 district shall be allowed, except "Single Family Residential, Excluding Manufactured Housing", "Duplex Residential", and "Age-Restricted Housing" shall be prohibited in any street level space.~~
 - ~~(2) All uses permitted by Special Exception in the M-2 District shall follow the applicable requirements of Section 2.02(B)(2), except that "multi-family residential" shall be prohibited in any street level space.~~

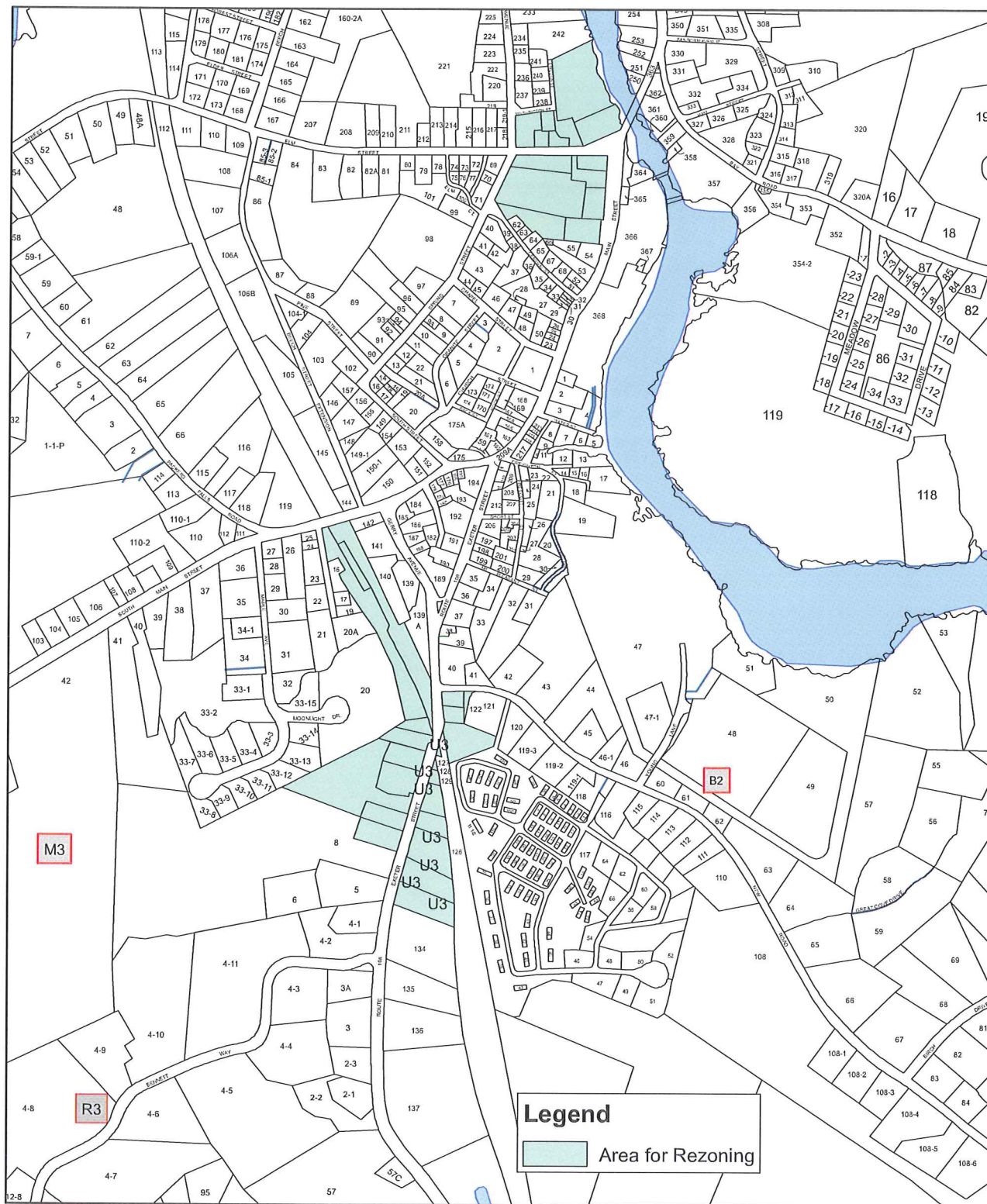
7.02 MIXED USE DEVELOPMENT.

- (A) Non-residential Only. Mixing of multiple non-residential uses on a lot shall be permitted.
- ~~(B) Residential Only. There shall be no more than one residential structure per lot.~~
- ~~(B)~~ (C) Mix of residential and non-residential uses on one lot. In certain instances, it is appropriate to have a mix of permitted uses on a single lot. Residential use may be permitted in combination with non-residential uses on a single lot or in a single structure, provided the following conditions are met:
 - (1) Permitted only in the M-1, M-2, M-3, and M-4 districts, and in other districts as specified elsewhere in this Ordinance.

Mixed Use Redevelopments within the M-1 District are subject to the Special Use Permit requirements as set forth in § 2.01 (B) (2) (b). (Editorial Note: Amended 11/18/09)

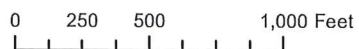
- (2) Site Plan Review approval shall be required for the entire property to ensure that the site is suitable for the proposed mix of uses.
- ~~(3) Residential density shall be one unit less than the maximum permitted residential density for the district when non-residential uses are included.~~

DRAFT



Route 108 Corridor - Newmarket

Town of Newmarket
 Office of the Planning Board
 186 Main Street, Newmarket NH 03857
 www.newmarketnh.gov
 603-659-6501



Dimensions Table

The following dimensional requirements shall apply.

Requirement	Measure	M-1	M-2	M-3	M-4	B-1	B-2	B-3	R-1	R-2	R-3	R-4
Minimum Road Frontage	feet	75	50	75	150	150	150	150	200	100	100	50
Minimum Lot Size	acres	¼	¼	½	1	½	1	2	2	½	½	¼
Maximum Residential Density	units/acre	20	6	2	1	2	1	-	½	2	2	4
Minimum Road Setback	feet	10	5	20	20	15	25	75	40	25	25	5
Maximum Road Setback	feet	n/a	10	50	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Minimum Side/Rear Setback	feet	10	10	20	25	25	30	20*	25	15	15	10
Maximum Structure Height	feet	50	50 35	35	35	35	35	35	35	35	35	35
Minimum Structure Height	feet	n/a	24	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a

Note: B-3 District additional Setbacks:

B-3 District Side/Rear Setbacks	Feet
To Residential District Boundaries	75
To Residential Uses	50

1. The Maximum Residential Density for multi-family residential housing in the M-1 District is as stated in § 2.01 (B) (2) (b) (6) (Editorial note: Amended 11/19/08)
2. The Planning Board may waive the road setbacks, side and rear setbacks and height restrictions within the M-2 District to match the conformity of adjacent buildings, through the issuance of a Special Use Permit pursuant to § 2.02 (D).



**Town of Newmarket, New Hampshire
Town Council Business Meeting
February 6, 2013 7:00 p.m.
Council Chambers**

8. Adjournment