



**Town of Newmarket, New Hampshire
Town Council Workshop
January 16, 2013
Town Council Chambers**

6:00 p.m. Non-Public RSA 91-A:3 II Town Attorney

AGENDA:

- 1. Pledge of Allegiance**
- 2. Public Forum: Non Agenda Items Only**
- 3. Town Council to Consider Acceptance of Minutes**
 - a. December 19, 2012 WS
 - b. January 2, 2013 BM
 - c. January 2, 2013 Non-Public
- 4. Department Reports:** *(This is an opportunity for Councilors to ask questions on any given Department Report)*
- 5. Town Council to Consider Reports from Council Rep Committees**

a. Councilor Ed Carmichael:	Planning Board
b. Councilor Philip Nazzaro:	Highway Safety
c. Councilor Dan Wright:	Conservation Commission
d. Councilor Mike LaBranche:	CIP/Efficiency Committee
e. Councilor Gary Levy:	Budget Committee
f. Councilor Al Zink:	Advisory Heritage Commission
g. Councilor John Bentley:	
- 6. Discussions/Presentations**
 - a. Restructuring of Impact Fees – Val Shelton
 - b. Proposed Amendment to Town Zoning Ordinance: To expand the mixed-use functions within the downtown village area – Diane Hardy
 - c. Electric Rate Presentation – Matt Angell
- 7. New Business**
 - a. 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 Workshop
January 16, 2013
Town Council Chambers**

- 1. Pledge of Allegiance**

- 2. Public Forum: Non Agenda Items Only**

DRAFT

**TOWN OF NEWARKET, NEW HAMPSHIRE
TOWN COUNCIL WORKSHOP
DECEMBER 19, 2012 7:00 p.m.**

PRESENT:

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

EXCUSED:

Councilor Al Zink (sick)

Town Administrator Steve Fournier

1. Council Chairman Nazzaro called the meeting to order at 7:10 p.m., followed by the Pledge of Allegiance. Councilor LaBranche moved to seal the minutes of the non-public session just held. Council Vice Chairman Bentley seconded. Town Administrator Fournier polled the Council. Motion passed unanimously, 6 – 0.

2. PUBLIC FORUM: NON-AGENDA ITEMS ONLY

Council Chairman Nazzaro opened the Public Forum at 7:13 p.m. Town Planner Diane Hardy brought the award that the town and the Newmarket Mills, LLC. had received from the NH Housing and Finance Authority for best urban redevelopment project. The NH Housing and Finance Authority teamed up with Plan New Hampshire to recognize high quality mixed use development in areas of high density, promoting efficiency and sustainability in land use and growth. Newmarket Mills, LLC. planned for its bells to toll at 9:30 a.m. Friday, December 21st, in honor memory of those who lost their lives in Newtown, CT. As there was no further public comment, Council Chairman Nazzaro closed the Public Forum at 7:16 p.m.

3. TOWN COUNCIL TO CONSIDER ACCEPTANCE OF MINUTES

A. November 3, 2012 Budget Review: As the Council had not received complete minutes, this was held until a later meeting.

B. December 5, 2012 Business Meeting: Council Vice Chairman Bentley moved to accept the December 5th Business Meeting minutes. Councilor Levy seconded. There was no discussion. Town Administrator Fournier polled the Council. Motion carried 5 – 0, with Councilor LaBranche abstaining as he was not present at the meeting.

C. December 5, 2012 Non-Public Minutes: Council Vice Chairman Bentley moved to accept the December 5th Non-Public minutes. Councilor Levy seconded. There was no discussion. Town Administrator Fournier polled the Council. Motion carried 5 – 0, with Councilor LaBranche abstaining as he was not present at the meeting.

4. DEPARTMENT REPORTS

Council Chairman Nazzaro said that as the focus of the meeting was on warrant articles he had agreed to have questions only by exception. He asked that the department reports be prepared in a

standard format for clarity. Town Administrator Fournier said he had samples of formats to share with the Chair.

5. TOWN COUNCIL TO CONSIDER REPORTS FROM COUNCIL REP COMMITTEES

A. Planning Board: Councilor Carmichael asked to pass as he was ill.

B. Highway Safety: Council Chairman Nazzaro said there had been no meeting.

C. Conservation Committee: Councilor Wright said they had received a letter from DES concerning shortcomings in the application for redevelopment of 13 Water Street. These were administrative omissions. They had received another letter from DES concerning Shearwater Investment Corporation, tax map R3, lot 56. The Committee had stated that as far as they were concerned there were no wetlands on the property. The Committee also had offered assistance in educating the public as to the importance of the new wastewater treatment plant.

D. CIP/Efficiency Committee: Councilor LaBranche said neither had met.

E. Budget Committee: Councilor Levy said the Committee had completed its review of the town budget and had reviewed the elementary school budget. The Committee was meeting on the high school budget concurrently with the Council meeting. He stated he was frustrated that he could not be at that meeting. Council Chairman Nazzaro said they should work closely with other committees to make sure there were no overlaps.

F. Advisory Heritage Commission: Councilor Zink was absent.

G. Energy Committee: Council Vice Chairman Bentley said there had not been a meeting, and the Council would be voting at the next meeting to disband the Committee.

6. DISCUSSION/PRESENTATIONS: REVIEW OF WARRANT ARTICLES

Town Administrator Fournier asked if the Council felt it appropriate to vote either to recommend or not put forth warrant articles at this meeting as time was getting short. The Budget Committee would like to review the articles by January 7th, and there was only one more Council meeting before then. The Council would have to suspend the rules to vote, but Council Chairman Nazzaro said the real problem would be if people had questions that they could not answer. He felt that if articles came up that they felt they could pass through, he would have no objection to a vote. The last day for a Public Hearing is January 15th, which means that the articles have to be posted by January 8th. It was agreed that the warrant articles would be read in full to inform the public.

A. Issuance of \$14.1M Bond for the Purpose of Upgrading the Wastewater Treatment Facility

Council Chairman Nazzaro read the Warrant Article in full. The article requires a 3/5 majority to pass and has no impact on the tax rate. Town Administrator Fournier stated that the town had been aware for some time that it needed to upgrade its wastewater treatment facility. The current plant cannot meet the standards of the EPA permit of 3mg/L nitrogen discharge. An Administrative Order of Consent will be signed that would allow the town to first meet a limit of 8mg/L. They are required to hold a public hearing on the bond by January 15th which needs to be posted 7 days prior. The Council cannot vote on this until after the public hearing.

Water and Wastewater Superintendent Greig said that part of the current facility dates from 1969, and the last major upgrade had been completed in 1985. He said they receive a NEPS permit every five years, and even if nitrogen were not part of the permit, a major upgrade would still be needed. Because of the nitrogen limits the upgrade has to be more extensive. The current facility discharges 30mg/L and the new permit allows the town to reduce that first to 8 before reducing it to 3. He said the cost of \$14.1M was in 2015 dollars. With a positive vote on March, the town would complete the design in February of 2014, and begin construction in May of that year.

Construction would take 2 years, and the first bond payment would be due in FY2015/16. Currently, the town has funding through the SRF (state revolving loan) program, with a \$250,000 grant at 2.72% for 20 years depending on a positive bond vote. This would be the final year that the town would qualify for a Rural Development loan, and they would be requesting a \$5M loan. He felt they could also get a 20% grant on the funds. Rural Development grants also require a positive bond vote. If they received those funds, they would be taking the difference from SRF. Council Vice Chairman Bentley said that if the bond were not approved, rate payers would be paying more, especially if the town no longer qualified for Rural Development funds. Mr. Greig said the rate payers would be the ones paying for the bond. State law requires a 3/5 majority on bond votes. Councilor Levy asked if the bond did not pass was there potential that the town would be fined. Mr. Greig said that if it did not pass and they did not follow the AOC schedule, there would be fines. Town Administrator Fournier will look into whether the fines would be imposed on the rate payers or the townspeople as a whole.

Councilor Wright said he had toured the facility with Town Administrator Fournier and Councilor Carmichael, and he could see how outdated the system was. He hoped that a separate, informative hand-out could be given along with the warrant article. Town Administrator Fournier said he would check to see if this was permissible, but he intended to make a presentation on Channel 13 on all the warrant articles, as well as posting information on the recommended articles on the web-site. In addition, Mr. Greig was hoping for a question and answer night for the public and flyers which would present information on building the wastewater treatment facility. Council Chairman Nazzaro felt it would be helpful to host question and answer sessions on each of the articles. Town Administrator Fournier cautioned that they had to be careful in spending taxpayer money for flyers that only presented one side of an issue.

Council Vice Chairman Bentley said they needed to use every forum possible to educate the public on the vote. He said that some people had voted "no" in the past, regardless of the article. He said that the EPA had imposed significant fines on towns. Since the largest sewer user was the high school, fines would affect taxpayers, and he felt they had to sell this article at every possible opportunity. Mr. Greig said he had based his costs on 2015 funds by looking at the 3% increase trend in wastewater facility construction costs. Council Chairman Nazzaro said the article said there was no tax impact, but he wondered if they could include rate payer impact. Town Administrator Fournier said the law stated they could only include tax impact, and he was concerned that DRA could disallow a town vote if the article were not worded according to the law. Councilor Levy asked if the report that Mr. Greig had presented at a previous meeting could be posted on the web-site. The report presented 3 scenarios for the town and compared costs and rates between Newmarket and surrounding towns. There will be a Public Hearing and vote at the next Council Business Meeting.

B. Bond for the Development of the Macintosh Well to Include the Electric Service, Wellhead Development, Piping Land Purchase and Treatment Plant.

Council Chairman Nazzaro read the article in full, and said the first paragraph should read, "raise and appropriate the sum". The bond article has no impact on the tax rate, an impact on the water rate, and requires a 3/5 majority to pass. Mr. Greig had DES personnel available to answer questions on the possible moratorium and schedule for development of the well. The pilot study had been completed, and the town currently does not have an adequate supply of water to meet its daily needs. He said the warrant article was to bring the town into compliance with the state water division's rules and regulations on water supply. He said the budgeted cost was \$3,370,250. If the bond article passes in March, they would be eligible for the water SRF program, with a 20 year bond at 2.72% and a 15% grant. He said they had a location for the well and had done the preliminary engineering. They had done a pilot study to look at 3 alternatives from which they would chose treatment options. From there, they would move on to design and construction. He said this would be a 300 per gallon a minute well, which was a higher output than in existing wells. The Bennett Well produces 220 gallons per minute, and the Sewell Well produces 270

gallons per minute. Town Administrator Fournier pointed out that there had been an error in the bond schedule included in the packet. He passed out corrected schedules.

Councilor Levy asked that Mr. Greig go through the findings of the pilot study for the Council. Mr. Greig said that after they discussed the warrant article, he felt the presentation of the pilot study would answer many of the questions. Since it was felt there would be information in the presentation which would help explain treatment of the well, and since it was estimated to be 10 minutes in length, representatives from Weston and Sampson were asked to present their report. The report began with some background information. Newmarket had been looking for a water supply to replace the inactive Packer's Falls Well. The Macintosh Well had been tested and found to have the capacity to pump 300 gallons per minutes, which was more than the two existing wells. The 56 day pilot test was concluded in April of 2010, and the well treatment alternative plan was completed in September of 2010. A corrective action plan from NHDES was received in June of 2012. This plan included a schedule of action for the town: immediately perform a pilot study of the well; town vote for a new water supply in March 2013; design well and treatment plan by February, 2014; begin construction of facility by May, 2014; complete construction by May, 2015. Non-compliance with the schedule without prior approval could meet with corrective action by NHDES.

The objectives of the pilot study were to pump the well in a manner consistent with actual use and to prepare alternative treatment options. The water from the well could pump directly into the existing water system, be mixed with existing water system or be treated by electro dialysis reversal, EDR. Each method was analyzed in order to allow the town to make informed water supply decisions. If the water went directly into the distribution system, chlorine and a sequestering agent for manganese, etc. would be added. Alternatively, there could be a 60/40 blend of water from the Macintosh Well with the Bennett Well. The third alternative would be to treat the well water by EDR to physically remove constituents from the water supply. Since the well had been dormant for 2 years, they began with a 5 day pump test to assess water quality. Next, they conducted a 3 week treatment test, operating the well as it could be expected to be used as a water supply. They also blended the water with the existing supply to be consistent with the study of alternatives.

The study focused on the treatment of 5 water quality constituents: manganese, arsenic, chloride, sodium and total dissolved solids. In the charts prepared for each of the constituents, red represented raw water, green represented distribution quality, black represented EDR treated water and blue, a blended product. For manganese there is a secondary standard of .05 mg/L, and the direct water from the well averaged about .08 mg/L. The distribution water was at about .01 to .02, which was similar to the EDR treated water. The blended water was found to be somewhere between the two. For arsenic, the standard level enforceable through DES is .010 mg/L or 10 parts per billion. After the initial pumping of the well it consistently produced 8 parts per billion. The distribution water was at 1 part per billion, blended water was at about 5 parts. In the test, they had tried different protocols to see how they affected the results. The standard for chloride is 250 parts per million, which is approximately the level shown in the raw water. The distribution and EDR treated water were similar at 50 parts, and the blended water was somewhere in between. The World Advisory limit for sodium is 200 mg/L. The raw water from the well was the highest level shown in the study at 180mg/L. The distribution and EDR treated water were in the 30 to 40 range, and the blended water was somewhere in between. The study included the taste threshold of 60 parts per million. Total dissolved solids have a secondary standard of 500 parts. The raw water showed about 600 parts, the EDR and distribution water were at about 150, while the blended water was at about 400 to 450.

Probable cost estimates for each option were estimated to be \$1.3M for direct pumping with the addition of chlorine and a sequestering agent, \$2.4M for blending and \$3.3M for an EDR facility. The advantages and disadvantages of each option were next presented. Direct pumping into the distribution system would be the least costly and easiest system to maintain and operate. However, there would be a significant deterioration of water quality, a noticeable taste impact to

customers, black staining from manganese and scaling from chloride, health concerns for those unable to ingest sodium, and concerns that DES might not approve the system if it received complaints from users. Blending the water into the existing system could be done at a moderate cost, and would reduce most constituents below the secondary standards, while allowing provisions for a future Tucker Well. However, this option would not produce a stand-alone well, and would require system modification and controls, while showing a deterioration of water quality for users. Building an EDR facility would physically remove constituents from the water supply, provide water quality similar to existing wells, and provide for treatment of a future Tucker Well. In addition this would create a stand-alone well for greater operational flexibility, and the well could be turned off, if necessary, to re-charge the aquifer. The disadvantage of this option would be a higher capital cost and higher operation and maintenance expenses.

State Revolving Loan/Grant Funding is available with a positive bond vote. The town could receive a 15% grant and a 20 year loan at 2.72%, with the first bond payment due in FY2016. There is no guarantee of future grant funding. This affects the water users and has no bearing on the tax rate. Councilor LaBranche asked Mr. Greig how accepting the EDR option would affect the water rates. Mr. Greig said they had started to put money aside for their top 5 projects, and they did not anticipate an increase in water rates. In the future, he felt there could be a minimal increase due to operational costs. He then asked how the development of the well would affect Newmarket's water supply, and if it would provide another source of water rather than another storage facility. Mr. Greig said this would be another source, but they still needed another storage tank to help manage the water. Councilor Levy asked if they had another storage facility would they still need another well for supply. Mr. Greig said they would, especially if one of the two existing wells were lost.

Councilor Levy asked if the water would be drinkable if it was untreated. Mr. Greig said it would be drinkable, and would meet the standards as it would be filtered. However, Emery and Garrett did not advise pumping directly, and recommended at least blending the water. However, if the town wanted a stand-alone well, the water would have to be treated. DES had recommended that the water not be directly pumped into the system. Blending the water was acceptable, but if another well was lost, the town would have to pump directly into the system. For that reason, the blending option was not recommended. Councilor Wright asked about EDR systems currently operating. A representative from Weston and Sampson said there were numerous systems in operation, but this would be the first one in New England. The water from the Macintosh Well was not typical of New England water, and the sodium and chloride levels were more typical of Florida or the Caribbean. Councilor Wright asked at what level of arsenic users would have to be informed. The standard is 10 parts per billion, and when levels exceed that on a rolling average, DES would not allow the water to be put into the system and the source would have to be shut down.

Councilor Levy asked if there was a less expensive way to treat the water. Mr. Greig answered that after reviewing 5 different processes, the best and least expensive method was EDR for what it did to remove all constituents of concern. Council Chairman Nazzaro said with the problems of storage versus flow, it seemed that this would help with flow of water, but still there would be a lack of storage capacity. Mr. Greig said the increase of supply would help keep the existing water tank full. He then asked, with no constituents showing above standards in the blended water, why they should spend extra money to be better than the standards. Mr. Greig said that if they did not want a stand-alone well, that would be fine, but if the other two wells went off line, they would not be able to use the water. He added that they could better manage the water system with a stand-alone well. Council Chairman Nazzaro said he would like to see a stand-alone well, but that there were competing demands for funds at this time.

Brandon Kernin, from the hydrology and conservation division of NHDES, spoke about the expected change in manganese and arsenic standards. He said part of his division's work was to approve new projects and track health data on water quality. Emerging data had indicated that infants especially should not have any additional manganese in their drinking water. The standard

for arsenic of 10 parts per billion was now considered to not be as protective of public health as it once was thought to be, protecting to the level of 3 cancer incidents per 1,000 people. With blending, some areas of town would receive the water before blending. Arsenic flowing into the wastewater treatment plant is regulated, and if not treated at the source, could become an issue when the town applies for a new permit. He suggested that they contact Seabrook, Dover and Merrimack about their water users' dissatisfaction with manganese and chloride levels and their plans to reduce the levels. He agreed that standards are generally standards, but with water quality, it was better to exceed the standards because of customer demands. He suggested looking at the incremental costs to see how much they were saving from one option to another.

Councilor Wright asked Mr. Kernin to explain what would happen if the town did not approve the bond article for the well and the meaning of a building moratorium. He explained that DES had sent its first letter to Newmarket in 2005, based on the town nearly running out of water during a previous drought. The surface plant had to be taken off-line, as the aquifer was essentially depleted, and is still not being used. Newmarket relies on an aquifer that is only supplied by rainwater. The town has a water supply below the capacity to meet its needs, and below state standards, which require that the town meet its supply with its largest supply off-line. He explained that in this case, a moratorium would reduce further stresses to the system. He said the town had agreed with the NHDES assessment as far back as 2005-2006. Council Chairman Nazzaro said that he wanted people to know that when manganese was being discussed in relation to its affect on children, that currently Newmarket's water tested well below the standards. Mr. Kernin agreed that Newmarket's water quality was very good, and what they were discussing was developing a source for the future.

Councilor LaBranche referred to the presentation's figures on probable costs for buildings for each of the processes: \$270,000 for a building to pump directly, \$920,000 for a building for blending and \$1.575M for an EDR treatment facility. The representative from Weston and Sampson said the \$270,000 would be for a pre-cast building that would house one pump and equipment that would add chemicals to the water. The \$920,000 would be for a larger building that would house 2 pumps and a mixing tank and some control systems. The EDR system building would be the largest and also house a treatment facility for a cost of \$1.575M. Councilor Wright asked if the levels of constituents were expected to drop over time with further pumping. Mr. Greig said he expected them to remain consistent based on the data that had been compiled. The representative added that one of the protocols of the pilot study was to operate the well in the manner that it would actually be used to get accurate data. The constituents had leveled off, and increasing pumping would not be useful, as Newmarket's average water use was ½ million gallons per day. He said there was not enough demand for water to justify pumping the well 24/7, and if that were done, the excess would flow into the wetlands.

Councilor Levy asked if they made the Macintosh their primary well, would the increase in pumping reduce the levels of constituents to the safe levels of the other wells in town. Mr. Greig said, looking at the 56 day test, he did not think so. He said some had dropped and leveled off, and some were below the threshold standard, but still were not at the levels that they wanted to see. Council Chairman Nazzaro asked if the Macintosh Well was running, and the water was being treated by an EDR system, would there be enough to supply the entire town's water demands. Mr. Greig said there would be enough with the Bennett and Sewell Wells. He said it could serve the town alone in an emergency situation, but not by itself on a day-to-day basis. He said currently they do not flush water mains because they do not have enough water. The justification for the 60 (Macintosh) 40 (Sewell) mix was that the Sewell Well has a larger capacity than the Bennett Well. Council Chairman Nazzaro asked why the cost for developing the well was the same as it had been two years ago, while the cost for building a wastewater facility had increased. Mr. Greig said some of the work for the well had already been completed. This warrant article will be on the next agenda for a Public Hearing and a Council vote.

C. Approval of Collective Bargaining Agreement with New England Police Benevolent Association Local 215: This warrant article was not discussed as negotiations are continuing.

D. Rescinding the Parking Special Revenue Fund

Council Chairman Nazzaro read the article in full. There is no tax impact from the article. Town Administrator Fournier said the fund is made up of fees for leases and other such things. He said the awkward wording was within state law and duplicated the original article the town voted to adopt in 2001 with the addition of the phrase "to rescind". Currently there is \$122,000 in the fund, and \$11,000 is added annually. The fund has never been used and there are no plans to use it, although originally, he understood, that the funds were intended to build a parking deck or garage. The money would go into fund balance, and be part of a surplus. Council Vice Chairman Bentley said they had heard the concerns from the library about lack of parking and he knew that businesses needed long-term solutions to parking problems. He said he was for lowering taxes, but cautioned that parking was a problem and they should investigate possible solutions before rescinding the fund. He said the town had sold a parking lot near the Community Church. Councilor LaBranche said they would find that money was going into this fund when the town owned the Municipal lot on Elm Street and the space by the library. He doubted that anything was currently going into the fund, and felt that the revenues had been maxed out.

Council Chairman Nazzaro agreed with Council Vice Chairman Bentley that there was a parking problem in town, and felt they should look at what revenues to the fund had been over time before encouraging economic development. Councilor Levy said that since they had no definite plans for using the money in the near future, and since \$122,000 would not begin to address the parking problem, he felt the money should be returned to fund balance. Larry Pickering gave some historical perspective on the Fund. It had been created when the town owned the lot and had done work on Nichols Ave. and Elm Street. When sidewalks were added to Nichols Ave, there was no room for residents to park. The residents still pay to park in the lot. He said the fund was originally established to maintain the lot and provide for future parking options. He said whether or not residents were paying for parking had never been monitored, and he thought it would be prudent to look at what rate the town was charging.

Councilor LaBranche said he did not think the town still owned any of the spots in the municipal lot. He felt the only ones left were on Railroad St. Town Administrator Fournier said they were looking into the spots the town currently owned. Mr. Chinburg had allowed the town 20 spots by the library. Councilor Levy said other towns were facing similar parking issues, and pointed out that there were some spots available behind Town Hall. He reiterated that the \$122,000 would not begin to address Newmarket's parking problems. Town Administrator Fournier said they were looking at other ways to address the parking. Council Chairman Nazzaro suggested that part of the money could be used for a study of parking, and Councilor LaBranche said that an organization named Walker might have done such a study. Town Administrator Fournier will get further information on the Fund before the vote at the next meeting.

E. Correcting a Deficit in the Fire Station/Public Works Facility Building Project Fund

Council Chairman Nazzaro read the article in full. None of the funds would come from taxation, and a majority vote is required. He questioned the use of the phrase "raise and appropriate" in the article since none of the money would have to be raised. Town Administrator Fournier said this was language required by the state. Councilor Levy said he felt there should be an explanation in the warrant article that said the funds already existed and there would be no additional cost to the taxpayers and passage would be a benefit to the town. Town Administrator Fournier said they could add that this was to address a deficit that was created. He said this would not free up cash, but would free up an annual transaction which was essentially a wash. He said they were raising the money, but also raising the revenue to offset it. Councilor Levy said this would eliminate the deficit. Interim Finance Director Angell said they could change the language so that it more clearly identified the sense of the article. Councilor Levy suggested that the title of the article could be changed from correcting to eliminating a deficit, and include a statement about the town never bonding the construction. Town Administrator Fournier said they would work to get as

much information as possible in the article, but cautioned that this had to be done carefully to eliminate the possibility of DRA disapproving the article and then a positive vote. Council Chairman Nazzaro pointed out that, in light of consistency, the other articles said “no impact on the tax rate”, while this one said “no funds to come from taxation”.

F. Change in Purpose of the Fire Capital Reserve Fund

Council Chairman Nazzaro read the article in full. There is no impact on the tax rate and a 2/3 majority is required for passage. The intent of the article was to allow the fund to be used for equipment as well as vehicles. Councilor LaBranche asked since they now had a revolving fund for the ambulance, if ambulance should be included in the article. Town Administrator Fournier said they could take that out.

G. Change in Purpose of the Health Insurance Capital Reserve Fund

Council Chairman Nazzaro read the article in full. There would be no impact on the tax rate. The sense of the article would be to stabilize insurance rates as other communities are starting to do as final rates are set after Town Meeting has voted. Annually, the town could take the difference between the guaranteed maximum rate and the final rate to establish a fund to offset future rate spikes and their affect on the operating budget.

H. Creation of Town Revaluation Capital Reserve Fund

Council Chairman Nazzaro read the article in full. Passage would be 5¢ of the tax rate. This language is required by DRA as warrant articles are considered one time expenses, and do not increase the tax base for the following year. It is a replacement figure in the tax rate, and taxpayers will not be spending an additional 5¢ per thousand. DRA was having the town take this out of the operating budget and create a Capital Reserve Fund. The fund would allow the town to spread the required 5 year revaluation costs over time. This is for a statistical revaluation which has to be done by a person certified by the state, rather than the general assessing conducted by MRI. If the article does not pass, then the following year \$80,000 would have to come from the operating budget.

I. Creation of a Charter Commission

Council Chairman Nazzaro questioned why the phrase “to see if” was not included at the beginning of the article. Town Administrator Fournier said the law was very specific as to the wording of warrant articles, and some had been updated and some had not. Council Chairman Nazzaro said there had been talk about town that this was a power move on the part of the Council to gain control of the school. He wanted it known that a Charter Commission was recommended to correct and update deficiencies in the present charter and eliminate any conflicts within itself and with current state laws. Even though the state recommends that municipal charters be updated every few years, Newmarket’s charter has no such provision. Even if the current charter might not be in compliance with state laws, the Town Council can only recommend changes to the voters. If there is an error in the charter, state law supersedes, and there is a provision to follow state law, but not change the wording or any other portions without a town vote.

The only ways that a charter can be changed is through a Charter Commission, a petition to the voters from the Town Council, or a citizen’s petition. Town Administrator Fournier will add that the article will pass by a simple majority. There will be an impact to the tax rate: a special election to determine the Commission members would cost about \$1,000 and there would also be attorney fees to review the Commissions recommendations.

7. CLOSING COMMENTS BY TOWN COUNCILORS

Council Chairman Nazzaro had met with the School Board Chairman and both Moderators on December 17th. They were looking at February 2nd for the Deliberative Session, the first half of Town Meeting. The second half would be held February 15th. He said this would allow them to have both the town and school budget discussed on the same day. Because of legal issues, the two cannot co-mingle during the same time frame, so the town deliberative session would open at 9:00 a.m., and the school at 1:00 p.m. Town Council and School Board members will sit in front of the community for both sessions, but the moderators will change for each session. The Budget Committee will sit off to the side. Councilor LaBranche said he thought the intention of the townspeople was to be able to view both budgets at the same time to make better decisions. He thought each session would bring different crowds, to which Council Chairman Nazzaro agreed. He wondered if they would be able to recess between articles and have each body present articles in turn. Town Administrator Fournier said that procedurally, one meeting could be opened and then go into recess until the other was finished. Council Chairman Nazzaro expressed the view of many Council members that DRA was preventing them from being more unified as a community. Town Administrator Fournier pointed out that this was true for many communities. He said that DRA wanted to ensure that each body had its own specific, posted time for a deliberative session, but he would look into recessing between warrant articles. It was pointed out that Newmarket was closer than it had been to its goal for the community to be able to compare competing demands for its money. Town Administrator Fournier suggested that they contact their State Reps to introduce legislation that would allow both meetings to be open at the same time, and warrant articles from both bodies be discussed throughout the day.

8. ADJOURNMENT – NEXT MEETING JANUARY 2, 2013: BUSINESS MEETING

Councilor LaBranche moved to adjourn. Council Vice Chairman Bentley seconded. Motion carried unanimously, 6 – 0, and the meeting adjourned at 9:02 p.m.

Respectfully submitted,

Ellen Adlington,
Recording Secretary

DRAFT

TOWN OF NEWMARKET, NEW HAMPSHIRE
TOWN COUNCIL BUSINESS MEETING
JANUARY 2, 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

EXCUSED:

*after Item 4 at 7:23 p.m., as he was ill

Town Administrator Steve Fournier

1. Council Chairman Nazzaro opened the meeting at 7:00 p.m., followed by the Pledge of Allegiance.

Councilor LaBranche moved to seal the minutes of the previous non-public meeting. Council Vice Chairman Bentley seconded. Town Administrator Fournier polled the Council. Motion carried unanimously, 7 – 0.

2. PUBLIC FORUM – Items not on the agenda

Council Chairman Nazzaro opened the Public Forum at 7:01 p.m. As there was no public comment, the Public Forum was closed at 7:01.

3. PUBLIC HEARING – Items before the Town Council this evening for action

- a. *Public Hearing on the Issuance of Bonds or Notes to Reconstruct the Waste Water Treatment Facility for \$14,100,000.00*

The Public Hearing was opened at 7:02 p.m. Chris Carr said that he felt the cost of the waste water treatment facility should be borne by the town, not just the rate payers, as this was a municipal improvement. As an example, he stated that those with no students in the school system, still had to pay school taxes. Peter Wellingberger, who works with the Conservation Law Foundation as the Great Bay Piscataqua Water Keeper, commended the Council for moving forward with the facility, and offered his assistance to set up a public forum in February before the town vote on the article along with Ellen Snyder. Bill Arcieri stated that the permit included a larger issue, as the rate of nitrogen flowing into the Bay was 30% from the waste water facility and 70% from non-point sources, and of the 9,000 residents, approximately 3,000 were rate payers. He said they needed to establish some funds to work on abating non-point sources. As there was no further public comment, the Public Hearing was closed at 7:05 p.m.

- b. *Public Hearing on the Issuance of Bonds or Notes for the Development of the MacIntosh Well \$3,370,250*

The Public Hearing was opened at 7:05 p.m. Leo Filion, who was on the Water Commission for over 21 years, said that in the past their goal was to keep water rates low. He had spoken against this article in the past. He referred to the Emery and Garrett 56-day test, which reported that the chemical levels in the water did not show stabilization after pumping for this time period. He said there were statements

that there was stabilization. He said the well had to be pumped at 300 gallons per minute, 24 hours a day until chemical levels stabilized. Then they could determine the amount of pumping necessary to keep the constituents in the water at the level they wanted. He said with further testing, they could see a gradual reduction in the amount of pumping necessary. He showed the Council a copy of the report that showed the drop in chloride levels. Town Administrator Fournier will make copies of the report for the Council. One of the results of the Emery and Garrett report suggested that relatively stagnant recharge conditions occurred. The report recommended that extended periods of pumping occur to determine if chloride, arsenic and manganese levels were reduced to the point that less or no treatment was necessary. He said this would determine if the MacIntosh could be a stand-alone well.

Mr. Filion stated that last March, the Town Council had said that taste tests would be done comparing water from the well with that of town water, but this had not happened. He said the aquifer supplying the MacIntosh Well also supplied 35 to 40 private wells including his. He said that according to many who were drinking this water, it was equal or better than current town water. He said there was no salt taste or staining from secondary constituents in the water. He said he did not support the current warrant article, as he did not believe that this was the way \$3M should be spent. He felt the three options, no treatment, blending or EDR treatment, had been slanted to favor EDR treatment. He said further, that no one had advocated blending, and he did not know why it was still being debated. He said the no-treatment option had been altered to make it less desirable. The Weston and Sampson report of 2011 had listed construction costs for the no-treatment option at \$840,950. He said the engineering cost had gone from \$68,000 to \$160,000, bringing the total cost to over \$1.3M. He said if they were not pleased with the no-treatment option after several months, they could then choose the treatment option. He felt the latest test which tested and advocated 8 hour pumping for 5 days with no pumping for 2, contradicted an earlier test plan. A 1999 study stated that a new source of water should be pumped at its maximum for a few years. Town Administrator Fournier will also make copies of a map showing the location of Hamel Farm to the aquifer. As there was no further comment, the Public Hearing was closed at 7:17 p.m.

c. Resolution #2012/2013-40 Veterans Memorial Trust Committee Withdrawal of \$7,350 from the Capital Reserve Fund for Engineering Services for Construction of a Veterans Memorial

The Public Hearing was opened at 7:17 p.m. As there was no public comment, the hearing was closed at 7:17 p.m.

4. TOWN COUNCIL TO CONSIDER ACCEPTANCE OF THE MINUTES FROM THE NOVEMBER 3, 2012 BUDGET REVIEW

Councilor LaBranche moved to adopt the minutes from the November 3rd budget meeting. Councilor Zink seconded. Discussion: Councilor Levy asked that under the subject of road maintenance on page 4, a change be made to indicate he was not advocating a bond issue, but suggesting that they get a cost estimate of bonding with interest charges. Town Administrator Fournier polled the Council. Motion carried 6 – 0 – 1, with Council Vice Chairman Bentley abstaining as he had not been at the meeting.

Council Chairman Nazzaro said that they had tentatively agreed to the police union contract at the non-public session, and that they now would vote in public to recommend and include this as Warrant Article #T3. He and Council Vice Chairman Bentley had both served on the negotiating team. Town Administrator Fournier read the warrant article in full. The first year of the 2 year contract showed raises of 1.5% totaling \$14, 432, and the second year showed raises of 2% totaling \$19,840. For the first year, this would amount for 2¢ of the tax rate.

Councilor Levy moved to recommend the warrant article on the police contract as written and include it on the town warrant. Council Vice Chairman Bentley seconded. Discussion: Council Vice Chairman Bentley said they had been told this was a quick and professional negotiation process. The union had been operating without a contract for over a year. Council Chairman Nazzaro said he felt everyone involved had been keeping the interests of the town in mind. Town Administrator Fournier polled the

Council. Motion carried unanimously, 7 – 0. * Council Vice Chairman Bentley was excused from the meeting.

5. REPORT OF THE TOWN ADMINISTRATOR

Town Administrator Fournier said that since his written report had been submitted, Saturday there was a water main break on Creighton Street that was fixed by early 6:00 a.m. Sunday morning. Notice had been received from Comcast that rates would be changing as of January 22nd. Comcast will notify customers that basic cable will increase \$1.58 per month or 7%, and he had attached rate changes to his report. RFPs for legal services had been mailed to 15 firms and advertised in the newspaper and on the LGC and town web sites. They will be due on January 25th, and he asked for 2 Councilors to serve on the review committee. The town had changed email providers, and the new emails were better looking and easier to read. He said they were going to be trying a weekly newsletter to get information to the public. He said this was better synchronized with Facebook and Twitter and information will go to all subscribers. He had been able to send news of the water main break to all subscribers. Email addresses of subscribers had been carried to the new provider.

6. OLD BUSINESS – ORDINANCES AND RESOLUTIONS IN THE 2ND READING – Items the Council may act upon this evening. Items read by title only.

a. *Resolution #2012/2013-35 Authorizing the Town Administrator to enter into an Agreement with Wright Pierce for Engineering Services Related to the Replacement of the Waterline at North Main Street*

Councilor LaBranche moved to adopt the Resolution #2012/2013-35 as written. Councilor Levy seconded. Discussion: Town Administrator Fournier said this was to begin a review and have an engineering study of how to replace the pipe which was undersized and contained sediment. The study will establish costs for replacement that can be used when going out to bid. The cost was not to exceed \$26,730 with the money coming from previously established funds. RFPs were issued and of the 3 received, this was the most thorough with the most borings. Water Superintendent Greig said they would only pay for borings that were done, and the cost could be reduced if some were eliminated. He said he would like to see borings every 100 feet, with more in the 35 North Main Street area because of the gas station. He felt that could be a contamination site, and there were state funds available to correct the problem. The testing will begin at the Bay Road intersection and continue to the hardware store. The testing will probably take 2 months.

Councilor Zink asked if the number of borings were defined in the RFP. Mr. Greig said, due to an oversight on his part, this was not included. He said Wright Pierce had included more borings than he thought necessary, but he had clarified with them that he would only pay for those done at 100 foot intervals. The firm was hiring someone on a daily basis do the borings, and if all could be done in one day that should reduce the cost. He said the bidders were given a grid, but not all had followed the bid package. The actual pipe replacement work will be coordinated with the building of the bike path. Town Administrator Fournier polled the Council. Motion carried unanimously, 6 – 0.

b. *Resolution #2012/2013-37 Granting the Interim Finance Director Authority to Undertake Small Claims Action against Lamprey Aerie 1934 F.O.E. for the Recovery of Unpaid Rental of 57 Main Street (June, 2012)*

The total amount owed was \$1,000. Councilor Levy moved to adopt Resolution #2012/2013-37 as read. Councilor LaBranche seconded. Discussion: There had been no response to the 3 letters that Mr. Angell had sent. The organization was still operating, but the canteen had been closed. Town Administrator Fournier polled the Council. Motion carried unanimously, 6 – 0.

c. *Resolution #2012/2013-38 Granting the Interim Finance Director Authority to Undertake Small Claims Action against Scott Hogan, Esquire for Recovery of Unpaid Right-to-Know*

Copying and Preparation Fees

Councilor LaBranche moved to adopt Resolution #2012/2013-38 as written. Councilor Zink seconded. Discussion: Councilor Levy asked to be recused as he had worked with Mr. Hogan in the past. Town Administrator Fournier recommended writing this off as the cost of small claims action might outweigh the \$100 owed. However, in the future, he said they should have a policy of cash up front for this service. Councilor Wright said they should stick to principle and pursue this action to show people that if they owed Newmarket money, the town would pursue them. Councilor Zink agreed. Town Administrator Fournier polled the Council. Motion carried 5 – 0.

d. Resolution #2012/2013-39 Dissolve the Energy Committee

Councilor LaBranche moved to adopt Resolution #2012/2013-39 which will dissolve the Energy Committee. Councilor Zink seconded. There was no discussion. Town Administrator Fournier polled the Council. Motion carried unanimously, 6 – 0.

e. Resolution #2012/2013-40 Veterans Memorial Trust Committee Withdrawal of \$7,350 from the Capital Reserve Fund for Engineering Services for Construction of a Veterans Memorial

Council Chairman said the amount in the Capital Reserve Fund had not been included in the Resolution. He said this was the beginning step in a long-term project. Councilor LaBranche moved to adopt Resolution #2012/2013-40 as read. Councilor Zink seconded. Discussion: The total cost of the project would depend on the structure, but the Committee was thinking it would be about \$120,000. They plan to acquire the funding through fund raising, and are working with the library for space for the structure. The town had not contributed to the Fund for 2 years. Currently, there is \$25,094 in the Capital Reserve Fund. Town Administrator Fournier polled the Council. Motion carried unanimously, 6 – 0.

f. Approval of the Placement of an Article on the 2013 Town Warrant (T1) for the Issuance of #14.1M Bonds for the Purpose of Upgrading the Waste Water Treatment Facility

Councilor LaBranche moved to recommend Warrant Article T1 as written. Councilor Levy seconded. Discussion: Councilor Levy said the existing waste water treatment facility was discharging nitrogen at the rate of 30 mg/L. He said he had been contacted by citizens who were concerned about the cost, but if they waited to build the facility it would cost more and fines could be imposed. If they pursued a lawsuit against the EPA, the legal costs would be very high and their chances of winning very slim. He was in support of the Warrant Article. Councilor Zink said he supported the Warrant Article. He had toured the existing facility and said it appeared to be 100 years old. He credited Mr. Greig and his crew with keeping it running by patching and finding parts, but shared his concern that it could stop working all together. He said the issue went beyond complying with the EPA. He encouraged citizens to tour the plant. Town Administrator Fournier said they intended to conduct full education sessions on the project, including an information question and answer session with Mr. Greig and a forum in February. He was trying to arrange a tour of the interior of the plant to be broadcast on Channel 13 and he would be posting information on the web site.

Council Chairman Nazzaro referred to his tour of the plant which he likened to a 1950's Sci-Fi set. He said that in addition to EPA concerns, it was a problem to keep the existing plant running. He said that regardless of the EPA decision, they were putting too much nitrogen into the Bay, and he supported the Article as it was the right thing to do. He said that their agreement with the EPA allowed them to be at an 8 for 10 years before building to a 3. They had argued for an 8, and this way they received that they asked for without having to pay for an additional lawsuit. Councilor Levy pointed out that the 8 would theoretically get Newmarket to a 5, so they were better off all the way around. Councilor LaBranche said he supported the Article, but would like to see a concentrated effort to contact the town of Newfields to determine if they were interested in sharing the facility. He felt that if talks were being conducted between the 2 towns, it could help sell the Article as townspeople would feel that they were making an effort to defray the costs. He said the Council understood the consequences and what needed to be done, but wanted to make sure the public did also.

Councilor Carmichael agreed with Councilor LaBranche on partnering up and said he also supported the Article as he had toured the plant with Councilor Wright. He felt it would be a good idea to use cameras to show the public the condition of the plant. Town Administrator said that partnering with Newfields could be a possibility, but the distance to Durham, and the fact that they had done work on their plant would probably not allow them to be an option. He referred to the earlier thought that the cost be borne by the taxpayers rather than the rate payers. He said there was no law preventing this, and in the future this could be determined annually, Council by Council. Council Chairman Nazzaro said that in reference to comment at the Public Hearing, he did not think that ratepayers should bear the costs of reducing non-point sources. He felt there should be some sort of an equation to distribute costs for this. Town Administrator Fournier said that thus far they had not received a corrective action plan for reducing non-point sources. He felt that would be a town-wide issue. Zoning and Planning Board regulations would most probably be a part of any plan.

Councilor Wright said he also supported the Article and asked about available grant money. Mr. Greig said they could have \$250,000 from the SRF program with a low interest rate loan, if the bond vote passed. This would be the last year that the town qualified for Rural Development funds, but they would not look at an application without a positive bond vote. He said there was the possibility of a \$5M loan with a grant for 10 to 30%. The Article requires a 3/5 vote to pass. There was no further discussion. Town Administrator Fournier polled the Council. Motion carried unanimously, 6 – 0.

g. Approval of the Placement of an Article on the 2013 Town Warrant (T2) for the Issuance of \$3,370,250 Bonds for the Development of the MacIntosh Well to Include the Electric Service, Wellhead Development, Piping Land Purchase and Treatment Plant

Councilor LaBranche moved to recommend Article T2 as written. Councilor Levy seconded. Discussion: Councilor Wright referred to two tables contained in the 2010 Weston Sampson report. He said the constituent levels in the Bennett Well showed significantly higher levels in 2006 than they did in 2010. He wondered if this could be the same with the new well, that they could see rates drop with additional pumping. Mr. Greig said the Bennett and Sewell Wells were taken off line in 2001 when they were at the low water cutoff. He said they ran the water treatment facility and also a recharge to re-supply the aquifer for the Bennett Well. They found the water was affecting the aquifer, but that was a different issue from what they had now. Councilor Wright said if they chose the blending option, they would be saving the rate payers \$700,000, but they were asking a lot of the water users.

Mr. Greig said when they did the first test, they pumped 16 million gallons over 60 days. They did an engineering report with Weston and Sampson and looked at all the options. They had someone from Penachuck look at the data to determine what should be done. Their engineer said he would treat the water. The pilot study was conducted not just to study EDR treatment, but also to determine how the well was to be pumped. He said the well would turn on or off each day depending on water levels in the tank. He felt on average the well would run for 3 hours 2 times per day, depending on demand. The last time it was pumped, they looked at all the constituents, and he returned to Emery Garrett to discuss the Weston and Sampson pilot study report. Emery Garrett's response to Mr. Greig was that if they wanted a stand-alone well, they should treat it. If not, they should blend it. The state response had been the same: either blend the water, or, preferably, treat it. He believed Weston and Sampson took the same position. Treating would give the same water quality as the other 2 wells, and they would be able to shut down a well if necessary. Blending would dilute the constituents, but they would not have the option of shutting down a well. With blending, the people on Sandy Lane and Great Hill Drive area would have different water than those in the Route 152/Maplecrest area who would get water from the 2 wells before blending.

Councilor Wright asked about grant money for the well. Mr. Greig answered that last year they would have had 20%, but that this year it was down to 15% and he expected funds would be lower in the future. In addition, the criteria were changing, and Newmarket would not be eligible next year. Councilor LaBranche asked if the MacIntosh Well was not treated, could it be a stand-alone well. Mr. Greig said that was the opinion of many engineers. Councilor LaBranche then asked if they blended

the water, what their situation would be if the Bennett and Sewell Wells went off-line and the water from MacIntosh was not treated. Mr. Greig answered that the water quality would be substantially lower. Councilor LaBranche wanted to clarify that the original test that had been done about 3 years ago had pumped continuously for 56 days. Mr. Greig said that discounting a few interruptions, that was correct and they had pumped about 16 million gallons of water. Councilor LaBranche said that the recent test for the pilot study had pumped the water based on what was considered to be normal usage. Mr. Greig agreed, saying that the water had been first been continuously pumped for a few days to test for stabilization, and then had been pumped for 8 hours a day, 5 days a week.

Councilor Zink asked Mr. Greig how he would respond to the concept that had been introduced earlier in the meeting that they first try to pump the untreated water to see what would develop. Mr. Greig said, based on the opinion of several engineers and meetings with the state, he would not recommend doing this. Councilor LaBranche asked for concrete reasons as to why he felt this would not be in the best interest of the town. Mr. Greig said that Emery and Garrett were very concerned about the levels of arsenic, chloride, and sodium in the water. Councilor Zink asked if blending the water would be unsuitable to the public. Mr. Greig said this water would meet the secondary contaminate levels. Councilor Zink asked why they wouldn't try that first. Mr. Greig said this was the Council's decision, but he felt they would have complaints. He said he was most concerned about sodium levels, and in the future he was going to have to add that information to the consumer confidence report that is submitted to the state. This could affect those on low sodium diets.

Council Chairman Nazzaro asked if the water was blended, would it meet all the New Hampshire safety standards. Mr. Greig said it would. Council Chairman Nazzaro said that they could not undo treatment for which they would spend an extra million dollars, so why wouldn't they try blending first, and then add a treatment facility to the building if necessary. Mr. Greig said that could be done, but they might have to initially build a facility that could be adapted. He said it was the Council's decision as to whether they wanted a stand-alone well or wanted to blend the water. He pointed out that they were pumping water to everyone, and he was concerned about the elderly and children. Council Chairman Nazzaro assured him that he was concerned about the elderly and children also, and it was their moral obligation to meet the state standards as he assumed that the state had the best interests of its citizens in mind. He asked Mr. Greig if he was saying that the standards set forth by the state were unsafe. Mr. Greig said he was not, but the standards were becoming tighter. Council Chairman Nazzaro said he understood that, but that the current standards were considered safe. He reiterated the point that if the Bennett and Sewell Wells went off line, the untreated water from the MacIntosh Well would not be considered potable. He asked if just one of the wells was off line, would blending with the other produce safe water. Mr. Greig said they had tested for that, and the water would meet the standards, but if they had a water break on 152 they would have an issue.

Councilor LaBranche asked for input from the Council and Town Administrator on what they were deciding; if they wanted \$3.37 M to be the ceiling in the warrant article. He asked if it would ultimately be the Council's decision as to how much of the bonding would actually be used. He was told that was correct, and the Council could decide to blend, not treat the water without a public hearing as the bonding authority would be established. Councilor Levy asked if the Bennett and Sewell Wells produced comparable amounts of water. Mr. Greig said the Bennett Well produced 220 gallons per minute and the Sewell, 270. He agreed with Councilor Levy's statement that there was little chance that both would be shut down at the same time. They had tested water from the Bennett Well with that of the MacIntosh, and this blend was considered safe. Councilor Levy asked if the plan was initially to blend the water from the MacIntosh Well with one or both of the other wells. Mr. Greig said that they would first bring MacIntosh on line to see how it blended with the other two wells, and then start changing the mix. They would not run the MacIntosh independently and shut down the other 2 wells. Upgrading the other two stations would be done separately. Councilor Levy said that the plan was to blend the water, even with the treatment option. He was concerned that the warrant article could fail again because people did not think the water needed treatment and they would lose the 15% grant. He said the EDR treatment would be about \$1M, and add 30% to the cost. He said if they blended the water without treatment, they would meet state standards.

Even if they bonded for the \$3.37M that was the highest amount that could be spent, and the Council could later decide not to implement the EDR treatment system. Once a facility is built, the bond would be closed and could not be used for further updates. However, Councilor Levy said that it would be easier to sell a subsequent bond to the public if further testing showed the water was not up to standards. He asked if they would be forced to comply with state standards if those standards changed. Mr. Greig and Town Administrator Fournier said they would. Councilor Zink said he was hearing for the first time that they should build the plant for blending and then evaluate it which he felt made sense. He said building the plant and building it for treatment were very different concepts. Councilor Wright said that whether they treated with EDR or blended, everyone agreed that it was important to develop the MacIntosh Well. He said he would like to try blending first, but wondered what would happen and how much more expensive it would be if they found it needed treatment. He said he would support the warrant article as written to insure that they had the funds to develop the well, and decide which option to choose at a later time. Council Chairman Nazzaro pointed out that the costs were flat over the time that they had been discussing this.

Town Administrator Fournier said that Mr. Greig did recommend treating the water, rather than mixing it first, but that this was a policy decision of the Council. Mr. Greig asked Jeff McClure from Weston and Sampson, what costs they might incur if they first tried blending and later decided the water needed treatment. He said they could build a facility that had the potential of being adapted. There would be costs for distribution work, control valves and removal of safeguards for fire flow. However, he said that the test had reported that manganese was above the secondary standard if the water was blended without treatment as shown by one of the graphs. The system was flushed, but then after about a week the levels were consistent. Initially, this tested at .12/L, and then steadied out at .08/L. The system rested for 3 days, and then was tested again. As another start up test, this showed fluctuations in the manganese level.

Councilor Zink asked if Mr. Greig was correct in telling them that the water met state standards. Mr. McClure said the manganese level did not meet the state secondary standard, but this was a non-enforceable standard at this time. Mr. Greig said he had met with the state and was told that the standard could be enforced if they received enough complaints from water users. Mr. McClure added that this made it very difficult to come up with correct answers over the years. Councilor Zink said that if he went to the state and asked if the manganese level was safe, what response he would receive. Mr. McClure said that Brandon Kernin from NHDES could best answer that question as he was in the process of reviewing data on manganese for a state fact sheet. However, this was different from a law. Mr. Greig said they had discussed secondary limits with the state and been told that they met the standards. However, there had been instances when the state had forced towns to fix problems after receiving complaints.

Councilor Levy said that would be receiving almost \$500,000 with the 15% grant. He remembered that Mr. Kernin had indicated at the last meeting that DES was concerned about manganese. Councilor Levy was concerned that the state could upgrade manganese from secondary to an enforceable primary water quality standard. He said the cost for treatment was about \$900,000, and they would lose the \$500,000 if the bond did not pass and face further costs if the state decided to change the law or enforce the standard. He said he supported the warrant article as written as he did not want to take the chance of losing grant money and felt there was a reasonable chance that they would have to treat the water anyway. Council Chairman Nazzaro said that even with the grant money, this still represented an addition \$500,000 cost to the rate payers. He said he wanted to vote for the article, but he could not vote for something that cost \$1M more than the amount necessary to meet state standards.

To Councilor Levy's question, Mr. Greig said they would still get the 15% grant if they removed the EDR process and cost from the article and it passed. He then asked how much they would have to spend to prepare for an eventual upgrade of the system. Mr. Kernin said he was not sure, but felt the costs would be relatively small at about \$100,000. Town Administrator Fournier asked what figure Mr. Greig felt comfortable with if the EDR treatment was not done. He said the motion was to recommend this warrant article, and the state did not like negative votes on warrant articles. Council Chairman Nazzaro said they needed a positive vote to place an article on the town warrant. Councilor

LaBranche said that in the past they did not place articles on the town warrant unless they had a unanimous Council vote.

Council Chairman Nazzaro said he would vote for the \$2,402,600 option. Mr. Greig said this would be for blending with no provision for building for an upgrade. A past warrant article for the same amount had failed, and this article affected the same people who were being asked to approve the \$14.1M for a waste water facility. About \$250,000 had been spent towards this project since the article failed. Councilor Zink felt they had done their due diligence this time, and from their discussions the public could see that they were doing the basics and would decide on further treatment later. Councilor LaBranche said they had done a poor job of selling the past article and it had failed by a small number of votes. Councilor Levy felt they should add \$100,000 to amount for blending to provide for updating the building in the future. It would be difficult to determine what the cost of EDR equipment would be in the future. To Councilor Wright's question, operating costs for an EDR system would be \$65,000 per year and about \$35,000 for a blending system. The cost would be about \$1.95 on the rate for blending and about \$2.05 for the EDR system.

Councilor LaBranche said this had been voted on two years ago, and currently they were under an order to develop another water source. He said he would like to see Council agreement, and if they decided to go with blending he would like to see the figure increased to, say \$2.7M, to provide for unforeseen expenses. Town Administrator Fournier said that if they wanted to change the bond amount they would have to have another public hearing by January 15th which would have to be posted in a newspaper with public circulation 7 days in advance. He thought that if they went ahead with the article as written, there was the possibility that the amount could be amended at the Deliberative Session. It was preferred that they have a special meeting for the public hearing, and this should happen before the Budget Committee hearing on January 14th. Councilor Zink liked the idea of having a public hearing after this discussion to get public opinion on the 2 alternatives. Town Administrator Fournier said he would have to look at the timing to see when the hearing could be scheduled.

Councilor Levy said that if they voted to spend less, there was the possibility that in the future they would have to spend more than they would now to provide for upgrades. Councilor LaBranche said that if the Council could not unanimously support the \$3.37M, they should look at the time frame for a public hearing on an amended article. He said he did support the article, because the Council would make the final decision as to whether the water would be treated. Councilor Levy agreed and asked procedurally when the Council would vote on EDR treatment. Town Administrator Fournier suggested that they seek proposals both with and without EDR before voting. Councilor Zink and Council Chairman Nazzaro said they could not support the warrant article as written. Councilor Wright said that he could support the article and felt they had to come up with a plausible solution for the public. Councilor Zink said if they considered what the state might do before making any decisions, they would make none. Councilor Carmichael said he was on the fence, but would go along with the article as written.

Council Chairman Nazzaro said that they were at an impasse. Councilor LaBranche said they had discussed this for a couple of years, and felt they should recommend the article as written now. Councilor Levy agreed, adding that the article gave them the flexibility to not spend all the money requested. Town Administrator Fournier said that upon passage, the next step would be to issue RFPs for construction for blending and/or EDR treatment. The proposals would be presented to the Council, at which point a decision would be made. Councilor Zink felt the decision should go back to the people, and once water blending was done, they could decide if they felt treatment was necessary. He felt that with the current economy, they had to err on the conservative side. Council Chairman Nazzaro agreed.

Council Chairman Nazzaro asked for a vote on the motion to recommend and include the warrant article for \$3.37M. Town Administrator Fournier polled the Council. Motion carried 4 – 2, with Councilors Wright, Levy, LaBranche and Carmichael in favor and Councilor Zink and Council Chairman Nazzaro against.

Council Chairman Nazzaro said the tradition was that they not place an article on the town warrant unless it was unanimously recommended. Councilors Levy, Wright and Carmichael felt they had an obligation to put this to the voters to decide. Councilor LaBranche said he would like to put this to the voters, but was not happy with the 4 – 2 vote, and felt it meant the article would not pass. Councilor Levy said that if this were put on the warrant it would be discussed at the Deliberative Session. Council Chairman Nazzaro said once an article was recommended, individual Councilors could not argue against it. Councilor Levy said he would not feel that was inappropriate as anyone could watch the meeting and hear the discussion. He said they were under a mandate to increase water and they did not have to spend all the money requested.

Since there is time to prepare another warrant article and hold a public hearing, Council Chairman Nazzaro asked if the Council would support a recommendation for \$2.4M. Council members said they would. Councilor LaBranche said that he was not a water expert and had to base his vote on what he was told. That was why he voted to recommend the article, as then they could deal with it as the process moved forward. Council Chairman Nazzaro said he could respect that, but he did not feel they should ask the voters to approve an amount above what was necessary for meeting state standards. Town Administrator Fournier said they could hold the public hearing on January 14th at 6:00 p.m. before the start of the Budget Committee hearing. He said that since there had been a vote, a member of the prevailing side would have to make a motion to reconsider.

Councilor LaBranche moved to reconsider the motion. Councilor Levy seconded. Discussion: the new warrant article will include the amount for a blended solution, and will be discussed on January 14th. This motion requires a positive vote to allow the reconsideration of the previous vote. Town Administrator Fournier polled the Council. Motion carried unanimously, 6 – 0. Town Administrator Fournier said they now had to vote “no” if they wanted the warrant article defeated. This was a revote, as the motion had already been made. Town Administrator Fournier polled the Council. Motion failed unanimously, 0 – 6.

h. Approval of the Placement of an Article on the 2013 Town Warrant to Rescind the Parking Special Revenue Fund (T4)

Councilor Zink moved to approve placement and recommendation for the article to rescind the parking Special revenue Fund. Councilor levy seconded. Discussion: Councilor Levy said he supported returning the \$122,000 to fund balance. There is not a significant amount coming into the fund, as the town now owns only one parking lot, and most of recent funds have come from parking tickets. He asked if they should consider leasing out spaces behind the Town Hall, and Town Administrator Fournier will look into this. Town Planner Hardy is getting the parking study that had been done. Town Administrator Fournier polled the Council. Motion carried unanimously, 6 – 0.

i. Approval of the Placement of an Article on the 2013 Town Warrant Correcting a Deficit in the Fire Station/Public Works Facility Building Project Fund (T5)

Councilor Zink moved to recommend and place the article to correct a deficit in the Fire Station/Public Works Facility Building on the 2013 Town Warrant. Councilor Levy seconded. Discussion: there is no impact on the tax rate. The amount is in reserve fund balance, and moving it in total will prevent this clerical task being done every year. Town Administrator Fournier polled the Council. Motion carried unanimously, 6 – 0.

j. Approval of the Placement of an Article on the 2013 Town Warrant to Change the Purpose of the Fire Capital Reserve Fund (T6)

Councilor LaBranche moved to recommend Article T6 to change the purpose of the Fire Capital Reserve Fund. Councilor Zink seconded. Discussion: Council Chairman Nazzaro said this would allow equipment to be purchased in addition to vehicles. Town Administrator Fournier polled the Council. Motion carried unanimously, 6 – 0.

k. Approval of the Placement of an Article on the 2013 Town Warrant to Change the Purpose of the Health Insurance Capital Reserve Fund to Include Funds to Provide for Stabilization of Health Care Insurance Costs (T7)

This requires a 2/3 vote and has no impact on the tax rate. Councilor LaBranche moved to recommend Article T7 as read. Councilor Zink seconded. Discussion: Nothing would be put in the fund this year; the article is to create the fund. This would be funded through the difference between budgeted amounts and actual costs to offset spikes in the rate. Currently, with the timing the budget is an estimate of the rate. The Council would not necessarily have to fund this account, as it also has the option to return money to fund balance. Town Administrator Fournier polled the Council. Motion carried unanimously, 6 – 0.

l. Approval of the placement of an Article on the 2013 Town Warrant for the Creation of a Town Revaluation Capital Reserve Fund (T8)

Councilor LaBranche moved to recommend Article T8 for the creation of a Town Revaluation Capital Reserve Fund. Councilor Zink seconded. There was no discussion. Town Administrator Fournier polled the Council. Motion passed unanimously, 6 – 0.

There were no ordinances and resolution in the 3rd reading and no items laid on the table.

7. NEW BUSINESS/CORRESPONDENCE

a. Town Council to Consider Nominations, Appointments and Elections

Councilor LaBranche moved to nominate Gerry O'Connell as a member at large to the Economic Development Committee, term to expire in March, 2014. Councilor Levy seconded. Discussion: Mr. O'Connell will be voted as an at-large member even though he is a MBA member. He will serve as an at-large member until he can be replaced. The Committee currently has 7 of the 9 members required. Town Administrator Fournier polled the Council. Motion carried unanimously, 6 – 0.

Councilor LaBranche moved to nominate Robert Gazda to an alternate position on the Conservation Committee, term to expire in March, 2015. Councilor Levy seconded. There was no discussion. Town Administrator Fournier polled the Council. Motion carried unanimously, 6-0.

Councilor Zink moved to nominate Robert Gazda to a position on the Heritage Advisory Committee, term to expire in March 2015. Councilor Levy seconded. There was no discussion. Town Administrator Fournier polled the Council. Motion carried unanimously, 6 – 0.

b. Ordinances/Resolutions in the 1st Reading – Items that will be held over for a vote at the next Business Meeting

The Council will suspend the rules for Resolutions 42, 41, and 43 as a vote is needed before the January 14th Budget Committee Public Hearing.

i. Resolution # 2012/2013-42 Default Budget FY2013/2014 (Request to Suspend Council Rules)

Council Chairman Nazzaro read the Resolution in full.

Councilor Levy moved to suspend the rules for all 3 Resolutions. Councilor LaBranche seconded. Town Administrator Fournier polled the Council. Motion carried unanimously, 6 – 0.

Councilor Levy moved to approve Resolution #2012/2013-42 (Default Budget) as read. Councilor Zink seconded. Discussion: The amount of the default budget is calculated by adding in any contractual agreements and subtracting any one-time expenses. The default budget in this case is higher than the proposed budget. Town Administrator Fournier polled the Council. Motion carried unanimously, 6 – 0.

ii. Resolution #2012/2013-41 Authorizing the Inclusion of the Tax Impact of Certain Warrant Articles in the Annual Town Meeting Warrant

Council Chairman Nazzaro read the Resolution in full. Councilor LaBranche moved to adopt Resolution #2012/2013-41 as read. Councilor Zink seconded. This vote is required to place tax impact on the warrant articles. The Council can do this as the legislative body of the town.. Town Administrator Fournier polled the Council. Motion carried unanimously, 6 – 0.

iii. Resolution #2012/2013-43 Scheduled Deliberative First Session Annual Meeting

Council Chairman Nazzaro read the Resolution in full. Councilor LaBranche moved to adopt Resolution #2012/2013-43 as read. Councilor Zink seconded. Discussion: The state will not allow both meetings to be held at the same time. Town Administrator Fournier asked that a friendly amendment be added to name the high school as the location of the meeting after the word “forenoon”. The Council discussed the opening times of the 2 meetings. Councilor Levy asked with the school meeting to begin at 1:00, if they should include a closing time for the town meeting. He felt that if the town began at 9:00, they were allowing too much time and many people would leave.

Council Chairman Nazzaro said they could begin later, but not earlier than the time specified. It both meetings started at approximately the same time, they would each have to recess after each article to re-open the other meeting. Town Administrator Fournier said 4 hours seemed to be too long a time to discuss the number of articles the town had, and suggested that 10:00 might be a better opening time. If more time was needed, they could recess until after the conclusion of the school meeting. The intent was to have as many people attend as possible. Council Chairman Nazzaro said that giving a definite time for each meeting meant that those who only wanted to attend one would know when to arrive, and if people wanted to leave they would anyway. Councilor Zink thought there was an advantage to having the meetings scheduled as closely together as possible. Town Administrator Fournier said it was the School Board’s decision to set the time and the school moderator would have to be in agreement to open his meeting at 9:01 and then recess. The specific time frame for a recess has to be included. The Council has to vote on the Resolution this evening. Council Chairman Nazzaro asked if they wanted to amend the Resolution to an opening time of 10:00.

Councilor LaBranche said he would accept the friendly amendments to Resolution #2012/2013-43 to change the opening time to 10:00 for the town meeting and include the high school as the location of the meeting. Discussion: If the town portion of the meeting is not finished by 1:00 but it appears that it will conclude shortly, the school can decide to postpone its meeting. If it appears that the town meeting will go on indefinitely, a recess can be declared until an agreed upon time for reopening. Councilor Levy seconded. Town Administrator Fournier polled the Council. Motion carried unanimously, 6 – 0.

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

Council Chairman Nazzaro read the Resolution in full. This will be discussed at the next meeting.

c. Correspondence to the Town Council – none

d. Closing Comments by Town Councilors – none

8. ADJOURNMENT

Scheduled Meetings: January 14, 2013 – 5:30 or 6:00, Budget Committee Public Hearing
January 16, 2013 – 7:00 Workshop

Councilor Levy moved to adjourn. Councilor LaBranche seconded. Motion carried unanimously, 6 – 0 and the meeting adjourned at 9:29 p.m.

Town Council Business Meeting
January 2, 2013

Respectfully submitted,
Ellen Adlington



**Town of Newmarket, New Hampshire
Town Council Workshop
January 16, 2013
Town Council Chambers**

- 4. Review of Department Reports:** *(This is an opportunity for Councilors to ask questions on any given Department Report)*

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

January 16, 2013

Town Electronic Newsletter – Social Media

I wanted to provide the Council with an update on our Electronic Newsletter and other Social media information. We began the newsletter on December 29, 2012. At that time, we had 392 subscribers to the newsletter. Of those 391, 14 were inactive email addresses. Of the 391 who received the email on the first day, 61% of them read it and 46 people clicked on links in the email. We had a breaking news email issued with the water main break on a Saturday night, and 57% of the people read that email. We also added one subscriber. When we issued the next newsletter, we actually lost 4 subscribers in the meantime, so we were reaching 389 people. However, only 47% of them opened their email. We are working on getting the message out that we have a new newsletter and encouraging people to subscribe.

We have also established an official Town Facebook page. There we have 103 followers. On Twitter, we have 63 followers. Our email newsletter is linked to these accounts so whenever we send an email, it automatically posts to Twitter and Facebook.

FY2013 Operating Budget

Halfway through the year, we are right on schedule with our expenditures with 50% of the total operating budget being expended. We are running slightly below with the General Fund Budget with 47% remaining. All of the other funds are running about the same numbers. Water is significantly over budget at this point in time, but this is due a onetime transfer to the capital reserve funds.

Revenues are running slightly below, with 55% of the revenues to be collected for the remainder of the fiscal year. The reason for this is we have not received some revenues from the State.

The complete Expense and Revenue Budget is attached to this report.

Town Report

In order to save money and to make it easier for the resident of the Town. The Town and the School district is planning on producing one annual report for the community. This will save on printing costs for the Schools. We will be charging the Schools their cost of the printing for the number of pages in the report.

Cheney v. Town; Spector and Hardy

I am happy to report that the case brought against the Town, Atty. Laura Spector and Diane Hardy by Walter Cheney was dismissed by the court. The Court found that the facts "even when viewed in the light most favorable to Plaintiff, does not support Plaintiff's causes of action of Defendants for slander of title." Mr. Cheney could appeal the decision.

Updates on Financial Policies and Ordinances

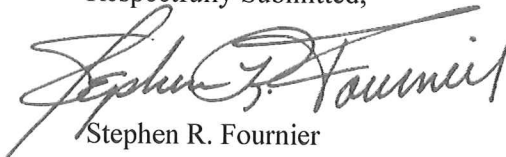
Since my arrival here, I have been reviewing our current ordinances and policies to make sure they are up to date and comply with current law. I will be submitting to the Council for their consideration for adoption a new Purchasing Code to be included in the Town ordinances. Currently the Town has a purchasing policy, but this should be part of our ordinances. It will also outline the procedures for seeking proposals, amounts that need to have bonding of the contractors, and limits on amounts that the Department Heads, Town Administrator or Council can approve for purchase without approval.

The second ordinance will be the Town's Investment Policy. In accordance with the Town Charter and State Law, the Town needs to adopt an investment policy that outlines a prudent framework in which the Treasurer, Finance Director and Town can invest the public funds. I am asking the Finance Director and Treasurer to review the policy and should have it to the Council shortly.

Positive Press

We received two pieces of positive press this week. First, we received a letter to the editor in the Exeter Newsletter praising Terry Littlefield and Scott Marsh in the Assessing Department for the great customer service. Second, was an article in the Boston Globe Travel Section highlighting Newmarket as a daytrip destination. I am attaching both articles to this report.

Respectfully Submitted,



Stephen R. Fournier
Town Administrator

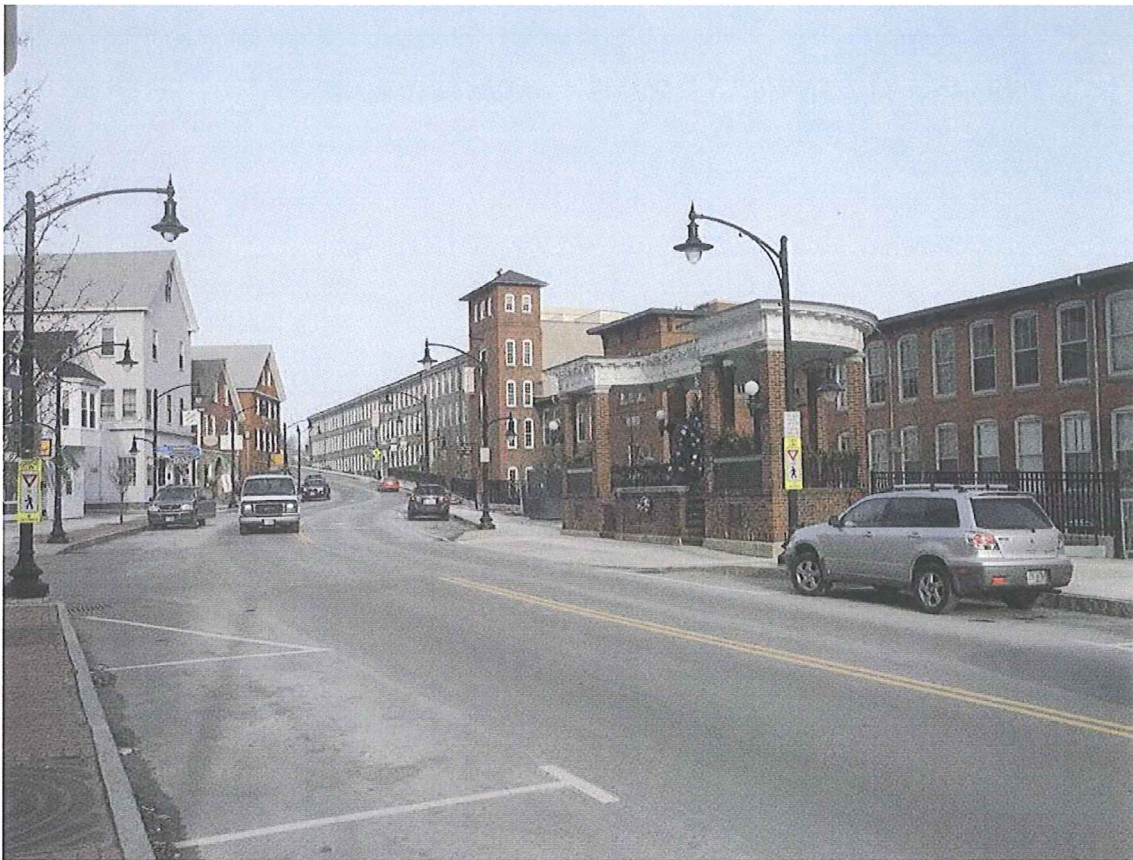
The Boston Globe

Travel

A TANK AWAY

Newmarket, N.H., offers an eclectic mix

By Eric Wilbur | GLOBE STAFF JANUARY 08, 2013



ERIC WILBUR/GLOBE STAFF

The rejuvenating downtown is adding shops and restaurants.

This burg northwest of bustling Portsmouth and south of the college town of Durham is something of a hidden gem, known more for its New Hampshire mill history than for the eclectic mix of music, dining, and distinctive shopping options it offers. Newmarket has found ways to blend its past with its updated present. A stroll on Main Street, along the Lamprey River, will take you past old

mills that have been turned into a vibrant and inviting blend of shops, restaurants, and condominiums, emblematic of the town's transformation and revitalization.

STAY

While there is no lodging in Newmarket proper, there are plenty of quaint options nearby. The **Three Chimneys Inn** (17 Newmarket Road, Durham, 603-868-2964, www.threechimneysinn.com, \$159-\$209), built in 1649 and listed on the National Register of Historic Places, offers an elegant, romantic setting with just a touch of rustic flair. The **Exeter Inn** (90 Front St., Exeter, 603-772-5901, www.theexeterinn.com, \$155-\$335) is a plush, luxury inn with fine dining at Epoch Restaurant and Bar and New England charm oozing from every wooden beam. A great option for families is the **Anchorage Inn and Suites** (417 Woodbury Ave., 800-370-8111, www.anchorageinns.com, \$80-\$259) in Portsmouth, a hotel that offers comfortable, casual accommodations in addition to an indoor whirlpool, swimming pool, and sauna, at rates that won't strain the wallet.



ERIC WILBUR/GLOBE STAFF

Newmarket, N.H., incorporated in 1727, is on the Lamprey River, named for John Lamprey, an early settler.

DINE

If you are heading into town early, hit the **Big Bean Cafe and Bakery** (116 Main St., 603-659-8600, www.thebigbeancafe.com, entrees \$7.75-\$11.75), one of the first establishments you'll see as you drive up Main Street from the south. Here, you'll discover an impressive array of omelets and egg dishes, homemade bread, and seasonal fruits and vegetables served in a lively environment with local artwork adorning the walls. For a hearty



ERIC WILBUR/GLOBE STAFF

The renovation of Newmarket's textile mills, which date to the 19th century, has created sites for residential and commercial development.

lunch, visit **Rocky's Famous Burgers** (171 Main St., 603-292-3393, www.rockysfamousburgers.com, \$7.29-\$9.89), boasting some of New Hampshire's most noted burger creations, all made to order. Try the "Dare Devil," for which you pick the patty (Angus beef, bison, turkey, chicken, or veggie), and leave the toppings — which can include various cheeses, veggies, hot peppers, guacamole, cranberry, and sauces — to the staff. For comfort food like lobster mac and cheese and prime rib, **Riverworks** (164 Main St., 603-659-6119, www.theriverworks.com, \$9.25-\$21) fits the dinner bill, or a more eclectic experience awaits at **Popper's Restaurant at the Mill** (Suite 216, 55 Main St., 603-292-0110, www.poppersatthemill.com, entrees \$18-\$31) with an extensive charcuterie and cheese menu and main courses such as braised bison short ribs and fresh cod with braised kale prepared by chef John "Popper" Medlin.

DURING THE DAY

The **Newmarket Mills** (55 Main St., 944-2580, www.newmarketmills.com) is the crown jewel of the town's revitalization project. The renovation of the historic mills opened the door to an explosion of new shopping and dining options, including the aforementioned Poppers, the **Bloom'n Cow Ice Cream and Gelato** — specializing in homemade ice cream, gelato, and baked goods — and **Newmarket Sewing Works**, which offers custom-made cushions, window treatments, and more. Head downstairs for the funky vibe of **Cool Ed's International House of Art and Stuff**. The studio combines the creations of local oil painter Johannah Robertson and sculptor Jan Knox. Visit by appointment (603-219-3616) or just browse some of their creations in the adjacent hallway. If you're done with the Mills and in need of a cup of joe, the obvious option is **Crackskull's Coffee and Books** (86 Main St., 603-659-8181, www.crackskulls.com), where visitors can



ERIC WILBUR/GLOBE STAFF

The Stone Church is known for its busy, eclectic menu of musical offerings. It also serves burgers, tacos, and local craft brews.

relax with a coffee, pastry, and perhaps one of the hundreds of used books for sale. Free Wi-Fi is also available at this eclectic stop. The artistic side of Newmarket comes alive at **Good Juju** (108 Main St., 603-292-5095, www.facebook.com/good.juju.7), where local jewelry, art, and other creations meet the inquisitive eye. Outdoor enthusiasts may want to wend their way to nearby **Doe Farm** (Cold Spring Road, Durham, 603-868-5571), a seven-minute drive from downtown Newmarket, where an extensive variety of trails for hiking, jogging, and cross-country skiing await.

AFTER DARK

Unquestionably the hottest music venue in town, **The Stone Church** (5 Granite St., 603-659-7700, www.stonechurchrocks.com) has hosted such bands as Phish and Aerosmith. Besides serving up a diverse menu of musical artists, Stone Church is also known for its array of burgers, tacos, and rotating list of local craft brews. It even offers craft brew cocktails. Peat Racer (a mixture of Smuttynose IPA and Laphroaig Scotch) anyone? Not in the mood for music? Visit the nearby **Lamprey River Grill and Tavern** (110 Main St., 603-659-3696, www.facebook.com/pages/Lamprey-River-Tavern/130369526995627), a watering hole open until 1 a.m., for a nightcap or come back on the way home for its weekend brunch.

Get two weeks of FREE unlimited access to BostonGlobe.com. No credit card required.

Eric Wilbur can be reached at ewilbur@boston.com.

© 2013 THE NEW YORK TIMES COMPANY

Thursday, January 10, 2013
44° Forecast | Radar

- Home
- News
- Your Paper
- Business
- Entertainment
- Sports
- Obituaries
- Jobs
- Autos
- Real Estate
- Classifieds
- Services

Print this Article | Email this Article

Text Size: A | A | A Advertisement

Positive assessment of Newmarket's new assessor

TODAY'S MOST VIEWED ARTICLES

2 of 10 clicks used this month
[LOGIN](#) | [REGISTER](#) | [SUBSCRIBE](#)

January 08, 2013 2:00 AM

To the Editor:

Kudos for Newmarket town employees.

It has been a troubled time in Newmarket; especially when it comes to finances. I want to share my recent experience that shows our town workers spread cheer when they can and I feel my experience is indicative of what is to come.

I received a new property valuation in November only to find that it had listed parts of my property incorrectly. To my chagrin, when I contacted town hall, I was told that the town was in the process of hiring a new assessor. I would have to wait — but when the new assessor was on board, my problem would be addressed.

Imagine my pleasant surprise when I received a call within two weeks from Terri Littlefield in the assessor's office to schedule an appointment with Scott Marsh, the new assessor, that would be convenient for me.

Scott made sure to show up early as he knew that I was zipping home on a break from work. Within two weeks, Scott filed his report, it was approved by the town and I had a check for my overpayment of my taxes.

Thank you for the holiday cheer and Happy Holidays to our town employees!

Amy Rocci

Newmarket

- [Pamela Fleming Hunt: Rosa owner had a life of vision - 1/10/2013](#)
- [Seizure of city official's guns left off police log - 1/10/2013](#)
- [Expanded Anneke Jans restaurant reopens in Kittery today - 1/10/2013](#)
- [Prosecutor: N.H. mom was daughter's sexual predator - 1/10/2013](#)
- [5 Pease companies among 'Best to Work For' in N.H. - 1/10/2013](#)
- [Accident near Portsmouth traffic circle jams traffic - 1/10/2013](#)

Send us a [Letter to the Editor](#)

Home

2 of 10 Premium Clicks used this month

You must be logged in to comment

Type your comment here...

Sort By: **Most Recent**

No items at this time...

We reserve the right to remove any content at any time from this Community, including without limitation if it violates the [Community Rules](#). We ask that you report content that you in good faith believe violates the above rules by clicking the Flag link next to the offending comment or [fill out this form](#). New comments are only accepted for two weeks from the date of publication.

SHARE

PRINT + ONLINE SUBSCRIBER ACTIVATION | REGISTER

Comments (0)

Lime light DEALS

Current Price:
\$15

50% off

Amo's Wash n' Dry

\$15 for \$30 Worth of Wash and Fold Laundry Service



BUY NOW!

Deal Expires: 4d:11h:21m
[View More Deals](#)

COUPON OF THE WEEK

Monday Madness! 13% Off Laser

January means MONDAY MADNESS at PML!
Ring in 2013 with 13% OFF all laser...
Pinewood Medical Laser

53 COUPONS ONLINE TODAY

SUBSCRIBE

Monday Madness! 13% Off Laser Services on Mondays in January
Pinewood Medical Laser

ABC Value Pack
ABC North The Cigar Store

Creating beautiful smiles for more than 35 years
The DiBona Dental Group

FREE policy review!
Advanced Concepts In Insurance, LLC

Adult date night for 20 bucks!

New Careers & Jobs

SPECIALTY PRACTICE is looking for a
PORTSMOUTH, NH Confidential

MEDICAL ASSISTANT Part time
EXETER, NH Confidential

Behavioral Health Specialist

Ads by Google

Property Taxes

www.houselogic.com/PropertyTax
HouseLogic Has Info, Tips & Tools On Property Tax Savings.



Property Tax Lien Sales

ustaxlienassociation.com/FreeCourse
Free Course Teaches How To Find Invest & Profit. Enroll Today!



Property in foreclosure

www.NewEnglandHud.com
ME Property List-100% Free Service All Properties Updated Daily



Walden University Online

Waldenu.edu
Doctoral, Master's and Bachelor's. Classes Start Soon. Call Now!



AdChoices

- Print this Article
- Email this Article
- Sign Up for Text Alerts
- Sign Up for News by Email

York, Maine Sweetser

[More jobs](#)

Hot Properties

\$249,900



Brentwood, NH
The Gove Group Real Estate, LLC
[More Details...](#)

\$254,900



Brentwood, NH
The Gove Group Real Estate, LLC
[More Details...](#)

Ads by Google

Have Property Tax Debt?

www.totaltaxlawyer.com
Know Your Tax Debt Options. Free Tax Evaluation With Lawyer.



How To Buy Tax Liens

TaxLienCertificateSchool.com
Discover The Facts About Tax Liens This Video Shows You How It's Done!



CVS/pharmacy

www.CVS.com
Find a local CVS, shop our weekly circular, manage your prescriptions



Job Listings

www.TheLadders.com
Save Time w/ Relevant, Local Jobs. Let us Deliver the Jobs to You.



AdChoices

Site index

[Full index](#)

Marketplace

- [Classifieds](#)
- [Jobs](#)
- [Cars](#)
- [Real Estate](#)
- [Hotels](#)
- [Place an ad](#)
- [Local search](#)

Interact

- [Blogs](#)
- [RSS Feeds](#)
- [Rate/Review](#)
- [Feedback](#)
- [Submit a letter](#)
- [Contact us](#)

News

- [Local](#)
- [Maine](#)
- [National/World](#)
- [Opinion](#)
- [Columnists](#)
- [Police Logs](#)
- [Weather](#)
- [Obituaries](#)

Multimedia

- [Photos](#)
- [Videos](#)
- [User Submitted](#)
- [Photos](#)
- [Submit a Photo](#)

Publications

- [Portsmouth Herald](#)
- [Exeter News-Letter](#)
- [Hampton Union](#)
- [York County Coast Star](#)
- [York Weekly](#)
- [Spotlight](#)

Services

- [Subscriptions](#)
- [Email Alerts](#)
- [TextAlerts](#)
- [Mobile News](#)
- [Mobile Shortcut](#)
- [NIE](#)
- [Advertise](#)
- [Advertising](#)
- [Contacts](#)

Your Town

- [Eliot](#)
- [Exeter](#)
- [Greenland](#)
- [Hampton](#)
- [Kennebunk](#)
- [Kennebunkport](#)
- [Kittery Point](#)
- [New market](#)
- [Ogunquit](#)
- [Portsmouth](#)
- [Rye](#)
- [Seabrook](#)
- [Stratham](#)
- [Wells](#)
- [York](#)
- [More Towns](#)

Lifestyle

- [Health](#)
- [Home & Garden](#)
- [Family](#)
- [Parenting](#)
- [Celebrations](#)
- [Religion](#)
- [Columns](#)
- Sports**
- [High School](#)
- [Youth Sports](#)
- [Columns](#)
- [Golf Guide](#)

Entertainment

- [Movies](#)
- [Music](#)
- [Books](#)
- [Food/Dining](#)
- [TV](#)
- [Bands](#)
- [Lottery](#)
- [Calendar](#)
- [Columns](#)

Business

- [Local](#)
- [Names & Faces](#)
- [New Business](#)
- [Mortgage Rates](#)
- [Columns](#)

Follow Us

[Social Networks](#)

Town of Newmarket, New Hampshire
Revenue Report ^{a,b}
For the Period Ended December 31, 2012

Function	Account Number	Account Description	Fiscal Year 2013				Fiscal Year 2012				
			Month to		Year to Date		Month to		Year to Date		
			Budget	Transactions	Balance Year	Percent Remaining	Budget	Transactions	Balance Year	Percent Remaining	
	01-310-000-1001	REAL ESTATE TAXES	17,612,487.00	17,410,058.69	202,428.31	98%	-	(218,604.55)	20,854,862.45	(20,854,862.45)	0%
	01-310-000-1010	OVERLAY	(150,000.00)	(148,575.00)	(1,425.00)	98%	-	(295,086.00)	(322,901.09)	322,901.09	0%
	01-310-000-1003	LAND USE CHANGE TAX	10,000.00	-	10,000.00	0%	-	43,130.00	(33,130.00)	(33,130.00)	431%
	01-310-000-1005	PAYMENTS IN LIEU OF TAXES	20,000.00	19,176.85	823.15	96%	-	22,991.42	(4,685.42)	(4,685.42)	126%
	01-310-000-1004	YIELD TAXES	1,500.00	202.79	1,297.21	14%	-	1,008.06	3,216.55	(3,216.55)	0%
	01-310-002-1011	LIEN COST RECOVERY UTILITIES	-	-	-	0%	-	-	21.00	(21.00)	0%
	01-340-000-1041	Impact Fee Receipts	-	-	-	0%	-	-	4,919.33	(4,919.33)	0%
	01-310-000-1006	INTEREST & PENALTIES ON CURRENT PROP TAXES	27,000.00	4,501.04	16,530.58	39%	-	1,911.88	7,424.78	(2,424.78)	148%
	01-310-000-1007	REDEMPTION INTEREST	60,000.00	2,488.43	48,882.90	19%	-	1,086.85	17,197.86	47,802.14	20%
	01-310-001-1006	INTEREST & PENALTIES ON OTHER TAXES	-	165.32	(165.32)	0%	-	-	335.26	(335.26)	0%
		Taxes (Real estate, land use, PILOT, interest on taxes)	17,580,987.00	6,989.47	17,302,615.17	98%	-	(509,683.76)	20,626,197.56	(20,532,891.56)	22106%
	01-330-000-1014	MV PERMIT, LOCAL CLERK & TRANSFER FEES	1,035,000.00	82,854.00	488,928.00	52%	-	81,531.00	529,204.75	514,795.25	51%
	01-330-000-1024	BUILDING PERMITS	20,000.00	1,015.00	1,506.50	93%	-	3,237.50	24,744.00	(4,744.00)	124%
	01-330-000-1013	MV MAIL-IN FEES	7,000.00	520.00	3,354.00	52%	-	554.00	3,628.00	(3,628.00)	0%
	01-330-000-1015	MOTOR VEHICLE STICKERS	26,000.00	2,050.00	14,232.50	55%	-	2,070.00	13,927.50	13,072.50	52%
	01-330-000-1016	BOAT REGISTRATIONS	3,000.00	-	383.92	13%	-	188.04	988.84	2,511.16	28%
	01-330-000-1017	MV TITLE FEES	3,000.00	218.00	1,342.00	55%	-	222.00	1,698.00	1,802.00	48%
	01-330-000-1018	DOG LICENSES	5,000.00	7.50	2,339.00	47%	-	15.00	2,367.50	7,632.50	24%
	01-330-000-1019	VITAL STATISTICS	3,000.00	296.00	2,434.00	81%	-	238.00	1,861.00	1,139.00	62%
	01-330-000-1020	UCC'S	500.00	-	(160.00)	132%	-	500.00	585.00	(85.00)	117%
	01-330-000-1022	POLICE - DOG ORDINANCE FINES	400.00	-	150.00	38%	-	50.00	475.00	125.00	79%
	01-330-000-1025	MISC LICENSES, PERMITS & Fees	2,400.00	228.81	1,986.40	83%	-	235.63	1,288.94	1,411.06	48%
	01-330-000-1026	FRANCHISE RENEWAL AGREEMENT	150,000.00	-	67,626.86	55%	-	-	78,480.61	81,519.39	49%
		Licenses, permits, and fees	1,255,300.00	87,189.31	674,428.46	54%	-	88,341.17	659,249.14	615,550.86	52%
	01-320-000-1011	REVENUE SHARING/BPT	-	-	-	0%	-	399,159.45	399,159.45	(0.45)	100%
	01-320-000-1015	MEALS AND ROOM TAX DISTRIBUTION	399,321.00	399,257.26	63.74	100%	-	-	-	-	0%
	01-320-000-1012	HIGHWAY BLOCK GRANT	137,226.00	90,556.40	46,669.60	66%	-	-	110,587.18	73,724.82	60%
	30-320-000-1073	WASTEWATER - STATE REVENUE	21,259.00	-	21,259.00	0%	-	-	-	-	0%
	01-320-000-1000	FEMA STATE NH	-	-	-	0%	-	-	6,101.45	(6,101.45)	0%
	01-320-000-1014	MISC. GRANTS	1,200.00	2,845.89	(3,510.78)	0%	-	-	-	-	0%
	01-320-000-1042	RAILROAD TAX	-	-	76.19	6%	-	-	766.22	(0.22)	100%
		From State	559,006.00	402,103.15	493,400.63	88%	-	399,159.45	516,614.30	67,622.70	88%
	01-320-001-1000	NH RETIR.HOUSE BILL 2 STATE NH	-	-	-	0%	-	-	3,708.56	(3,708.56)	0%
	01-330-000-1023	Finger Prints Receipts	-	-	(10.00)	0%	-	-	10.00	(10.00)	0%
	01-340-000-1025	POLICE SEX OFFENDER RECEIPTS	-	-	50.00	0%	-	-	50.00	(50.00)	0%
	01-340-000-1026	POLICE AUCTION RECEIPTS	-	-	-	0%	-	-	1,008.85	(1,008.85)	0%
	01-340-000-1027	PLANNING/ZONING RECEIPTS	2,000.00	-	1,315.12	66%	-	103.00	873.00	1,127.00	44%
	01-340-000-1028	POLICE REPORT FEES	1,200.00	110.00	430.00	64%	-	70.00	670.00	330.00	67%
	01-340-000-1029	POLICE EXTRA DETAIL RECEIPTS	-	-	-	0%	-	-	15.00	(15.00)	0%
	01-340-000-1030	DISPATCH RECEIPTS	-	-	-	0%	-	-	-	125,000.00	0%
	01-340-000-1031	AMBULANCE RECEIPTS	115,000.00	-	50,423.90	56%	-	17,009.27	95,095.30	(25,095.30)	136%
	01-340-000-1034	FIRE DEPARTMENT RECEIPTS	5,000.00	25.00	4,565.00	9%	-	82.50	695.50	5,204.50	12%
	01-340-000-1035	WELFARE REIMBURSEMENTS	-	-	198.21	0%	-	-	1,401.26	(401.26)	140%
	01-340-000-1036	COURT RECEIPTS	1,500.00	-	(421.73)	128%	-	-	700.00	3,300.00	18%
	01-340-000-1037	COPIER REVENUE	100.00	14.50	110.50	111%	-	26.00	100.14	(0.14)	100%

Town of Newmarket, New Hampshire
 Revenue Report ^{a, b}
 For the Period Ended December 31, 2012

Function	Account Number	Account Description	Fiscal Year 2013				Fiscal Year 2012				
			Budget	Month to Date Transactions	Year to Date Transactions	Balance Year Remaining	Budget	Month to Date Transactions	Year to Date Transactions	Balance Year Remaining	Percent Remaining
	01-340-000-1038	MISC. RECEIPTS	5,000.00	426.08	1,964.51	3,035.49	5,000.00	60.40	7,199.66	(2,199.66)	144%
	01-360-000-3116	DEEDED COST & INT RECOVERY	-	-	-	-	-	-	7,769.29	(7,769.29)	0%
Charges for service			129,850.00	575.58	71,301.17	58,548.83	214,000.00	17,351.17	119,296.56	94,703.44	56%

Town of Newmarket, New Hampshire
 Revenue Report ^{a,b}
 For the Period Ended December 31, 2012

Function	Account Number	Account Description	Fiscal Year 2013						Fiscal Year 2012					
			Month to		Year to Date		Percent		Month to		Year to Date		Percent	
			Budget	Transactions	Balance Year	Remaining	Budget	Transactions	Balance Year	Remaining	Budget	Transactions	Balance Year	Remaining
	01-350-000-0000	INS. SETTLEMENT RECEIPTS	-	4,338.23	(4,338.23)	0%	-	-	2,280.00	(2,280.00)	0%			
	01-350-000-1046	SALE OF MUNICIPAL PROPERTY	-	2,310.00	(2,310.00)	0%	-	-	(800.00)	3,300.00	-32%			
	01-350-000-1047	RENT OF MUNICIPAL PROPERTY	18,000.00	12,589.16	5,410.84	70%	18,000.00	2,450.00	19,284.29	(1,284.29)	107%			
	01-350-000-1048	INTEREST ON INVESTMENTS	6,000.00	2,550.70	3,449.30	43%	10,000.00	403.52	3,073.09	6,926.91	31%			
	01-350-001-1105	TC/TC OVER AND UNDER	-	(0.80)	0.80	0%	-	-	-	-	0%			
	01-360-000-0000	GF - MISCELLANEOUS REVENUE	-	1,561.39	(1,561.39)	0%	-	-	-	-	0%			
		Misc Rev (includes Int Rev)	24,000.00	(1,876.50)	23,348.68	97%	30,500.00	2,853.52	23,837.38	6,662.62	78%			

Town of Newmarket, New Hampshire
Revenue Report ^{a,b}
For the Period Ended December 31, 2012

Function	Account Number	Account Description	Fiscal Year 2013				Fiscal Year 2012				
			Month to Date		Year to Date		Month to Date		Year to Date		
			Budget	Transactions	Balance Year	Percent Remaining	Budget	Transactions	Balance Year	Percent Remaining	
	01-355-000-1053	CEMETERY TRUST REIMBURSEMENT	-	-	-	0%	18,000.00	-	-	18,000.00	0%
	01-390-000-5001	WARRANT ARTICLE #4 MAY 2012 CLOSE OUT ACCTS	77,246.03	-	77,264.06	(18.03)	100%	-	-	-	0%
		From Trusts/Capital Reserve	77,246.03	-	77,264.06	(18.03)	100%	-	-	-	0%
	01-360-000-1054	FUND BALANCE USED	486,000.00	-	-	486,000.00	0%	-	-	-	0%
		Use of fund balance	486,000.00	-	-	486,000.00	0%	-	-	-	0%
	05-340-000-1047	RECREATION - RECREATION RENTAL REVENUE	-	-	715.00	(715.00)	0%	-	-	-	0%
	05-340-000-1058	RECREATION - REVENUE	209,981.00	3,362.00	41,991.83	167,989.17	20%	194,536.00	1,175.00	38,437.55	20%
	05-340-000-1059	RECREATION - LIGHT USAGE	-	-	3,647.78	(3,647.78)	0%	4,000.00	288.00	3,852.98	96%
	05-350-000-1048	RECREATION - INTEREST	-	-	9.89	(9.89)	0%	-	0.92	3.74	0%
	05-350-000-1049	REC - ADVERTISING RECEIPTS	-	-	1,950.00	(1,950.00)	0%	-	-	900.00	0%
		Subtotal Recreation	209,981.00	3,362.00	48,314.50	161,666.50	23%	198,536.00	1,463.92	43,194.27	22%
	07-340-000-1067	SW - LANDFILL RECEIPTS	54,850.00	6,120.83	29,417.35	25,432.65	54%	60,000.00	2,545.00	27,607.94	46%
	07-340-000-1068	SW - GARBAGE BAGS	139,000.00	1,101.50	65,647.35	73,352.65	47%	140,000.00	10,194.65	71,729.20	51%
	07-340-000-1069	SW - RECYCLING BINS	500.00	60.00	510.00	(10.00)	102%	1,600.00	50.00	420.00	26%
	07-340-000-1070	SW - UNITED TECHNOLOGIES	-	-	213.06	(213.06)	0%	29,250.00	4,238.40	9,926.32	34%
	07-350-000-1048	SW - INTEREST	100.00	-	107.56	(7.56)	108%	-	10.30	40.09	0%
	07-360-000-0000	SW - MISCELLANEOUS REVENUE	-	-	17.28	(17.28)	0%	-	237.30	200.00	0%
	07-360-001-0000	SW - MISC. REVENUES	50,000.00	-	-	-	0%	-	-	237.30	0%
		Use of fund balance	244,450.00	7,299.61	95,912.60	98,537.40	100%	230,850.00	17,275.65	109,760.85	48%
		Subtotal Solid Waste	454,431.00	10,661.61	144,227.10	260,203.90	43%	429,386.00	18,739.57	152,955.12	36%
		From Special Revenue (Without General Fund Subsidy)	843,230.00	64,173.75	337,771.50	505,458.50	40%	852,965.00	61,014.32	415,949.57	49%
	20-310-000-1001	WATER - TAX REVENUE	-	337.92	1,296.74	(1,296.74)	0%	-	192.87	1,277.98	0%
	20-310-000-1006	WATER - INTEREST AND PENALTIES ON DELIQU	-	-	-	-	0%	-	-	26,000.00	0%
	20-330-000-1071	WATER - ENTRANCE FEES	-	-	-	-	0%	-	-	-	0%
	20-340-000-1038	WATER - OTHER MISC. REVENUE	-	2,600.00	4,235.88	(4,235.88)	0%	-	-	567.01	0%
	20-340-000-1072	WATER - JOB WORK	-	-	534.80	(534.80)	0%	-	-	-	0%
	20-340-000-3023	WATER - TRANSFER IN FROM WATER METER	-	-	17,822.73	(17,822.73)	0%	-	-	-	0%
	20-350-000-1047	WATER - RENT OF MUNICIPAL PROPERTY	-	9,613.59	37,129.62	(37,129.62)	0%	-	5,827.31	35,983.52	0%
	20-350-000-1048	WATER - INTEREST	-	-	127.94	(127.94)	0%	-	12.23	47.51	0%
	20-390-000-4003	WE COUNCIL VOTES-09/10-07 GROUNDWATER TESTING	-	-	14,438.30	(14,438.30)	0%	-	-	64,694.45	0%
	20-390-000-4005	COUNCIL VOTES - 10/11-11 INSTL UNDRGD PPG&DRWY IMP	-	-	20,823.38	(20,823.38)	0%	-	-	15,252.15	0%
	20-390-000-4006	WA-CNCL VOTES-12/13-03 PILOT STDY MAC.WELL CIP&IMPC	-	-	434,180.89	409,049.11	51%	852,965.00	67,046.73	559,772.19	66%
		Water	843,230.00	76,725.26	434,180.89	409,049.11	51%	852,965.00	67,046.73	293,192.81	66%
	30-310-000-1001	WASTEWATER - TAX REVENUE	926,937.00	80,700.50	694,458.79	232,478.21	75%	902,617.00	76,249.02	524,234.27	58%
	30-310-000-1006	WASTEWATER - INTEREST ON DELIQUENT TAXES	-	338.08	1,841.62	(1,841.62)	0%	-	274.57	1,701.53	0%
	30-330-000-1071	WASTEWATER - ENTRANCE FEES	-	-	-	-	0%	-	-	25,000.00	0%
	30-340-000-1038	WASTEWATER - OTHER MISC. REVENUE	-	-	1,635.87	(1,635.87)	0%	-	-	3,093.00	0%
	30-350-000-1048	WASTEWATER - INTEREST	-	-	5.39	(5.39)	0%	-	0.59	2.05	0%
	30-390-000-4003	COUNCIL VOTES - 09/10-34ENGRNG WSTWTR TRTMT FAC.	-	-	-	-	0%	-	-	2,500.00	0%
	30-390-000-4005	COUNCIL VOTES-10/11-07 WASTEWATE FUTURE UPGRADE	-	-	-	-	0%	-	-	19,832.43	0%

Town of Newmarket, New Hampshire
Revenue Report ^a
For the Period Ended December 31, 2012

Function	Account Number	Account Description	Fiscal Year 2013				Fiscal Year 2012					
			Month to Date		Year to Date		Month to Date		Year to Date			
			Budget	Transactions	Balance Year	Percent Remaining	Budget	Transactions	Balance Year	Percent Remaining		
	30-390-000-4008	COUNCIL VOTES - 11/12-27 NPDES LEGAL FEES	-	-	36,346.82	(36,346.82)	0%	-	-	-	-	0%
	30-390-000-4009	COUNCIL VOTES - 11/12-29 WRIGHT-PIERCE ENG.	-	3,240.16	-	-	0%	-	-	-	-	0%
Wastewater			926,937.00	84,278.74	734,288.49	192,648.51	79%	902,617.00	76,524.18	576,363.28	326,253.72	64%
Total Revenues			22,336,987.03	666,646.62	19,955,054.65	2,331,932.38	90%	4,399,811.00	160,332.03	23,234,285.53	(18,834,474.53)	528%

a - This report only represents budget v. expenditures approved by Town Meeting and no other activity.

Town of Newmarket, New Hampshire
Expenditure Report
For the Period Ended December 31, 2012

Dept.	Account Number	Account Description	Fiscal Year 2013						Fiscal Year 2012					
			Month to Date		Year to Date		Percent Remainin g	Month to Date		Year to Date		Percent Remainin g		
			Budget	Transactions	Balance Year	Transactions		Balance Year	Budget	Transactions	Balance Year		Transactions	Balance Year
			11,000.00	2,750.00	8,250.00	2,750.00	75%	11,000.00	2,750.00	8,250.00	2,750.00	75%		
	01-401-103-0000	TC - ELECTED SALARIES	7,735.00	555.00	2,036.25	5,688.75	26%	7,735.00	-	1,675.65	6,059.35	22%		
	01-401-190-0000	TC - TRAINING	250.00	-	-	250.00	0%	250.00	-	-	250.00	0%		
	01-401-202-0000	TC - GENERAL SUPPLIES	-	-	96.72	(96.72)	0%	-	-	-	-	0%		
Town Council			18,985.00	3,305.00	10,382.97	8,602.03	55%	18,985.00	2,750.00	9,925.65	9,059.35	52%		
	01-402-101-0000	TA - FULL TIME SALARIES	128,437.44	9,436.70	46,102.39	82,335.05	36%	116,517.00	9,044.84	57,367.65	59,149.35	49%		
	01-402-103-0000	TA - PART TIME SALARIES	3,000.00	145.68	2,522.10	477.90	84%	-	-	-	-	0%		
	01-402-190-0000	TA - TRAINING/STAFF DEV	3,000.00	-	111.58	2,888.42	4%	3,000.00	80.00	191.00	2,809.00	6%		
	01-402-201-0000	TA - POSTAGE	3,000.00	-	924.59	2,075.41	31%	4,000.00	230.02	1,004.27	2,995.73	25%		
	01-402-202-0000	TA - GENERAL SUPPLIES	11,000.00	340.58	4,411.43	6,588.57	40%	12,000.00	1,670.98	7,172.25	4,827.75	60%		
	01-402-301-0000	TA - COMMUNICATION SERVICES	4,000.00	371.78	1,514.09	2,485.91	38%	4,000.00	263.81	1,613.46	2,386.54	40%		
	01-402-310-0002	TA - DUES/SUBSCRIPTIONS	7,000.00	201.83	1,393.68	5,606.32	20%	7,000.00	6,235.28	6,479.35	520.65	93%		
	01-402-310-0003	TA - ADVERTISING	2,500.00	1,047.40	2,882.93	(382.93)	115%	2,500.00	-	2,453.63	46.37	98%		
	01-402-310-0005	TA - BOOKS	750.00	-	182.50	567.50	24%	750.00	-	1,110.01	(360.01)	148%		
	01-402-402-0000	TA - EQUIPMENT MAINTENANCE	5,000.00	126.00	2,385.31	2,614.69	48%	6,000.00	390.00	3,751.90	2,248.10	63%		
	01-402-501-0000	TA - PRINTING/PUBLISHING	4,500.00	-	307.50	4,192.50	7%	4,500.00	-	-	4,500.00	0%		
	01-402-702-0000	TA - CONTRACTED SERVICE	2,500.00	1,089.91	2,038.29	461.71	82%	2,500.00	144.24	4,182.52	(1,682.52)	167%		
Town Administrator			174,687.44	12,759.88	64,776.39	109,911.05	37%	162,767.00	18,059.17	85,326.04	77,440.96	52%		
	01-403-100-0000	FINANCE - ELECTED OFFICIALS	5,900.00	416.67	2,500.02	3,399.98	42%	5,900.00	416.67	2,500.02	3,399.98	42%		
	01-403-101-0000	FINANCE - FULL TIME SALARIES	136,326.40	11,217.80	69,765.31	66,561.09	51%	124,613.00	7,718.05	48,565.57	76,047.43	39%		
	01-403-103-0000	FINANCE - PART TIME SALARIES	40,580.80	3,172.84	19,306.05	21,274.75	48%	39,551.00	3,275.32	20,238.22	19,312.78	51%		
	01-403-190-0000	FINANCE - TRAINING/STAFF DEVELOPMENT	1,000.00	-	116.55	883.45	12%	1,000.00	-	442.02	557.98	44%		
	01-403-202-0000	FINANCE - GENERAL SUPPLIES	5,600.00	337.89	2,423.64	3,176.36	43%	5,600.00	296.07	2,006.40	3,593.60	36%		
	01-403-301-0000	FINANCE - COMMUNICATIONS SERVICES	2,300.00	254.90	714.40	1,585.60	31%	2,300.00	69.99	793.74	1,506.26	35%		
	01-403-310-0001	FINANCE - BUDGET COMMITTEE EXPENSE	200.00	50.21	170.21	29.79	85%	500.00	-	40.00	460.00	8%		
	01-403-310-0002	FINANCE - DUES/SUBSCRIPTIONS	300.00	-	-	300.00	0%	385.00	-	-	385.00	0%		
	01-403-402-0000	FINANCE - EQUIPMENT MAINTENANCE	600.00	-	-	600.00	0%	1,200.00	-	-	1,200.00	0%		
	01-403-703-0000	FINANCE - AUDIT	26,800.00	-	15,385.00	11,415.00	57%	26,800.00	16,446.19	37,066.19	(10,266.19)	138%		
Finance			219,607.20	15,450.31	110,381.18	109,226.02	50%	207,849.00	28,222.29	111,652.16	96,136.84	54%		
	01-404-101-0000	HR - FULL TIME SALARIES	-	-	-	-	0%	60,362.00	7,372.55	32,909.49	27,452.51	55%		
	01-404-150-0000	EMP BEN - FICA	115,491.30	8,388.90	55,478.69	60,012.61	48%	135,312.00	9,330.53	64,281.03	71,030.97	48%		
	01-404-151-0000	EMP BEN - MEDICARE	40,868.64	3,199.47	19,817.20	21,051.44	48%	44,486.00	3,326.48	22,014.63	22,471.37	49%		
	01-404-152-0000	EMP BEN - PRE-EMPLOYMENT TESTING	1,000.00	300.00	1,616.00	(616.00)	162%	650.00	30.00	1,064.65	(414.65)	164%		
	01-404-155-0000	EMP BEN - HEALTH INSURANCE	551,506.11	36,915.63	239,387.06	312,519.05	43%	682,526.00	3,472.37	281,686.01	400,839.99	41%		
	01-404-156-0000	EMP BEN - NH RETIREMENT	307,538.37	26,432.27	148,275.49	159,262.88	48%	335,417.00	26,109.91	166,691.55	168,725.45	50%		
	01-404-157-0000	EMP BEN - ICMA RETIREMENT	6,090.47	-	666.00	5,424.47	11%	6,500.00	459.32	2,985.58	3,514.42	46%		
	01-404-159-0000	EMP BEN - LIFE/DISABILITY BENE	30,603.00	429.66	11,021.83	19,581.17	36%	31,000.00	1,914.08	11,665.56	19,334.44	38%		
	01-404-160-0000	EMP BEN - WORKERS COMPENSATION	88,548.00	-	(609.72)	89,157.72	-1%	84,585.00	84,553.37	84,256.48	328.52	100%		
	01-404-161-0000	EMP BEN - UNEMPLOYMENT	9,587.00	-	-	9,587.00	0%	9,887.00	-	-	9,887.00	0%		
	01-404-162-0000	EMP BEN - EMPLOYEE TESTING	655.00	-	570.00	85.00	87%	655.00	65.00	225.00	430.00	34%		
	01-404-190-0000	HR - TRAINING STAFF DEVELOPMENT	15,525.00	-	-	15,525.00	88%	16,875.00	15,525.00	15,525.00	1,350.00	92%		
	01-404-198-0000	EMP BEN - LONGEVITY	-	-	-	-	0%	25.00	-	-	25.00	0%		
	01-404-201-0000	HR - POSTAGE	-	-	-	-	0%	100.00	-	-	100.00	0%		
	01-404-202-0000	HR - GENERAL SUPPLIES	-	-	-	-	0%	500.00	-	-	500.00	0%		
	01-404-402-0000	HR - EQUIPMENT MAINTENANCE	-	-	-	-	0%	-	-	-	-	0%		
	01-404-504-0006	EMP BEN - PROPERTY LIABILITY INSURANCE	91,418.00	-	89,484.35	1,933.65	98%	93,081.00	-	91,716.31	1,364.69	99%		

Town of Newmarket, New Hampshire
Expenditure Report
For the Period Ended December 31, 2012

Dept.	Account Number	Account Description	Fiscal Year 2013				Fiscal Year 2012				Percent Remain	g			
			Budget	Month to Date Transactions	Year to Date Transactions	Balance Year	Budget	Month to Date Transactions	Year to Date Transactions	Balance Year					
Human Resources	01-404-504-0007	EMP BEN - INSURANCE DEDUCTIBLES	2,000.00	89,390.93	579,031.90	681,798.99	2,000.00	0%	1,504,461.00	152,158.61	775,021.29	2,000.00	0%	729,439.71	52%
	01-405-101-0000	TC/TC - FULL TIME SALARIES	107,783.78	8,291.06	52,445.43	55,338.35	49%	107,786.00	8,329.60	52,647.98	55,138.02	49%	55,138.02	49%	
	01-405-103-0000	TC/TC - PART TIME SALARIES	30,053.04	2,138.97	13,403.21	16,649.83	45%	30,061.00	2,211.89	13,307.27	16,753.73	44%	16,753.73	44%	
	01-405-103-0070	TC/TC PT - ELECTION OFFICIALS	7,290.00	551.25	4,076.25	3,213.75	56%	5,040.00	1,050.00	1,050.00	3,990.00	21%	3,990.00	21%	
	01-405-190-0000	TC/TC - TRAINING STAFF DEVELOPMENT	3,170.00	1,195.47	1,974.53	389	38%	3,170.00	-	1,199.20	2,030.80	36%	2,030.80	36%	
	01-405-201-0000	TC/TC - POSTAGE	10,832.00	-	1,682.50	9,149.50	16%	10,636.00	2,762.56	4,515.60	6,120.40	42%	6,120.40	42%	
	01-405-201-1000	TC/TC - SPECIAL POSTAGE	-	-	1,335.31	(1,335.31)	0%	-	-	-	-	0%	-	0%	
	01-405-202-0000	TC/TC - GENERAL SUPPLIES	3,265.00	166.05	763.79	2,501.21	23%	3,705.00	53.55	458.63	3,246.37	12%	3,246.37	12%	
	01-405-301-0000	TC/TC - COMMUNICATION SERVICES	1,600.00	127.29	591.29	1,008.71	37%	1,600.00	117.51	596.72	1,003.28	37%	1,003.28	37%	
	01-405-310-0002	TC/TC - DUES/SUBSCRIPTIONS	585.00	-	193.17	391.83	33%	585.00	33.00	313.00	272.00	54%	272.00	54%	
	01-405-310-0003	TC/TC - ADVERTISING	200.00	-	-	200.00	0%	200.00	-	-	200.00	0%	200.00	0%	
	01-405-310-0070	TC/TC - ELECTION/REGISTRATION	6,575.00	-	2,735.09	3,839.91	42%	4,450.00	-	93.35	4,356.65	2%	4,356.65	2%	
	01-405-402-0000	TC/TC - EQUIPMENT MAINTENANCE	1,426.00	-	295.60	1,130.40	21%	1,426.00	-	578.96	847.04	41%	847.04	41%	
	01-405-702-0000	TC/TC - DEED RESEARCH	2,600.00	28.90	135.60	2,464.40	5%	2,600.00	42.88	173.52	2,426.48	7%	2,426.48	7%	
	01-405-800-0000	TC/TC - EQUIPMENT PURCHASE	2,500.00	-	-	2,500.00	0%	3,500.00	2,500.00	2,500.00	1,000.00	71%	1,000.00	71%	
Tax Collector/Town Clerk			177,879.82	11,303.52	78,852.71	99,027.11	44%	174,759.00	17,100.99	77,374.23	97,384.77	44%	97,384.77	44%	
	01-407-101-0000	CODE - FULL-TIME SALARIES	25,355.00	1,950.40	12,053.02	13,301.98	48%	25,355.00	1,950.40	12,287.52	13,067.48	48%	13,067.48	48%	
	01-407-103-0000	CODE - PART TIME SALARIES	40,053.00	3,119.98	11,811.61	28,241.39	29%	44,053.00	7,574.70	24,699.62	19,353.38	56%	19,353.38	56%	
	01-407-190-0000	CODE - TRAINING	500.00	25.00	35.00	465.00	7%	500.00	-	-	500.00	0%	500.00	0%	
	01-407-201-0000	CODE - POSTAGE	300.00	-	40.70	259.30	14%	300.00	14.68	122.48	177.52	41%	177.52	41%	
	01-407-202-0000	CODE - GENERAL SUPPLIES	1,000.00	7.99	473.70	526.30	47%	1,000.00	-	268.33	731.67	27%	731.67	27%	
	01-407-301-0000	CODE - TELEPHONE	1,000.00	38.72	170.22	829.78	17%	1,000.00	85.48	483.76	516.24	48%	516.24	48%	
	01-407-310-0002	CODE - DUES/SUBSCRIPTIONS	500.00	-	-	500.00	0%	500.00	50.00	50.00	450.00	10%	450.00	10%	
	01-407-702-0000	CODE - LAB TESTING	200.00	-	-	200.00	0%	200.00	-	-	200.00	0%	200.00	0%	
Code Enforcement			68,908.00	5,142.09	24,584.25	44,323.75	36%	72,908.00	9,675.26	37,911.71	34,996.29	52%	34,996.29	52%	
	01-408-103-0000	DIR ASSIST - PART-TIME SALARIES	20,800.00	1,380.00	9,215.00	11,585.00	44%	20,800.00	1,595.00	9,105.00	11,695.00	44%	11,695.00	44%	
	01-408-202-0000	DIR ASSIST - GENERAL SUPPLIES	200.00	81.62	258.75	(58.75)	129%	100.00	64.34	654.59	(554.59)	655%	(554.59)	655%	
	01-408-310-0002	DIR ASSIST - DUES/SUBSCRIPTIONS	50.00	-	-	50.00	0%	50.00	-	-	50.00	0%	50.00	0%	
	01-408-315-0038	DIR ASSIST - FOOD	4,000.00	-	208.00	3,792.00	5%	4,500.00	-	28.45	4,471.55	1%	4,471.55	1%	
	01-408-315-0039	DIR ASSIST - RENT	60,000.00	-	6,380.25	53,619.75	11%	80,000.00	-	8,345.00	71,655.00	10%	71,655.00	10%	
	01-408-315-0040	DIR ASSIST - ELECTRICITY	8,150.00	-	664.38	7,485.62	8%	6,000.00	2,325.00	3,238.55	2,761.45	54%	2,761.45	54%	
	01-408-315-0041	DIR ASSIST - HEAT	8,000.00	-	-	8,000.00	0%	6,500.00	-	-	6,500.00	0%	6,500.00	0%	
	01-408-315-0042	DIR ASSIST - MEDICAL	9,000.00	-	-	9,000.00	0%	9,000.00	-	330.54	8,669.46	4%	8,669.46	4%	
	01-408-315-0043	DIR ASSIST - MISCELLANEOUS	3,000.00	-	-	3,000.00	0%	2,000.00	-	750.00	1,250.00	38%	1,250.00	38%	
Direct Assistance			113,200.00	1,461.62	16,726.38	96,473.62	15%	128,950.00	3,984.34	22,452.13	106,497.87	17%	106,497.87	17%	
	01-409-101-0000	ASSES - FULL TIME SALARIES	16,972.80	1,305.60	8,319.50	8,653.30	49%	16,973.00	2,980.60	15,031.53	1,941.47	89%	1,941.47	89%	
	01-409-103-0000	ASSES - PART TIME SALARIES	48,512.00	1,112.50	8,247.58	40,264.42	17%	48,512.00	-	3,950.00	44,562.00	8%	44,562.00	8%	
	01-409-190-0000	ASSES - TRAINING	300.00	-	-	300.00	0%	1,000.00	-	-	1,000.00	0%	1,000.00	0%	
	01-409-191-0000	ASSES - MILEAGE	500.00	-	813.08	(313.08)	163%	800.00	-	107.16	692.84	13%	692.84	13%	
	01-409-201-0000	ASSES - POSTAGE	500.00	-	141.85	358.15	28%	500.00	12.92	249.52	250.48	50%	250.48	50%	
	01-409-202-0000	ASSES - GENERAL SUPPLIES	400.00	-	-	400.00	0%	600.00	-	-	600.00	0%	600.00	0%	
	01-409-310-0002	ASSES - DUES/SUBSCRIPTIONS	900.00	-	284.95	615.05	32%	1,000.00	-	-	1,000.00	0%	1,000.00	0%	
	01-409-407-0000	ASSES - SOFTWARE	6,700.00	-	7,100.00	(400.00)	106%	6,700.00	-	6,950.00	(250.00)	104%	(250.00)	104%	
Assessing			74,784.80	2,418.10	24,906.96	49,877.84	33%	76,085.00	2,993.52	26,288.21	49,796.79	35%	49,796.79	35%	

Town of Newmarket, New Hampshire
Expenditure Report
For the Period Ended December 31, 2012

Dept.	Account Number	Account Description	Fiscal Year 2013				Fiscal Year 2012					
			Budget	Month to Date Transactions	Year to Date Transactions	Balance Year Ending	Percent Remaining	Budget	Month to Date Transactions	Year to Date Transactions	Balance Year Ending	Percent Remaining
	01-438-103-0000	POLICE - PART-TIME SALARIES	33,000.00	2,680.08	17,034.64	15,965.36	52%	33,000.00	2,175.68	13,405.28	19,594.72	41%
	01-438-162-0000	POLICE - MEDICAL	2,500.00	688.00	913.00	1,587.00	37%	2,500.00	545.60	864.51	1,635.49	35%
	01-438-190-0000	POLICE - TRAINING/STAFF DEVELOPMENT	10,000.00	110.06	1,278.64	8,721.36	13%	10,000.00	-	3,029.00	6,971.00	30%
	01-438-191-0000	POLICE - TRAVEL/MILEAGE	200.00	98.45	172.00	28.00	86%	200.00	-	76.89	123.11	38%
	01-438-193-0000	POLICE - UNIFORMS	8,800.00	2,416.58	5,634.22	3,165.78	64%	8,800.00	538.70	1,688.41	7,111.59	19%
	01-438-194-0000	POLICE - EDUCATIONAL INCENTIVE	4,500.00	-	4,000.00	500.00	89%	4,000.00	-	4,500.00	(500.00)	113%
	01-438-195-0000	POLICE - CLEANING ALLOWANCE	2,000.00	-	2,250.00	1,653.52	17%	2,000.00	-	2,500.00	250.00	90%
	01-438-199-0000	POLICE - CRIMINAL INVESTIGATION	2,000.00	-	346.48	1,653.52	17%	2,000.00	-	154.15	1,845.85	8%
	01-438-200-0000	POLICE - YOUTH/PUBLIC RELATIONS	2,500.00	-	567.18	1,932.82	23%	2,500.00	-	303.29	2,196.71	12%
	01-438-201-0000	POLICE - POSTAGE	600.00	-	110.49	489.51	18%	600.00	36.60	204.88	395.12	34%
	01-438-202-0000	POLICE - OFFICE SUPPLIES	5,500.00	1,004.11	2,689.53	2,810.47	49%	5,500.00	587.54	1,682.76	3,817.24	31%
	01-438-202-0438	POLICE-GENERAL SUPPLIES	500.00	26.94	138.87	361.13	28%	500.00	-	107.72	392.28	22%
	01-438-209-0000	POLICE - GASOLINE	30,320.00	-	12,079.49	18,240.51	40%	30,320.00	2,557.27	14,675.85	15,644.15	48%
	01-438-301-0000	POLICE - COMMUNICATION SERVICES	15,000.00	1,559.48	5,243.46	9,756.54	35%	15,000.00	1,155.89	6,348.73	8,651.27	42%
	01-438-310-0002	POLICE - DUES/MEMBERSHIPS	4,210.00	-	20.00	4,190.00	0%	4,210.00	75.00	200.79	4,009.21	5%
	01-438-310-0005	POLICE - BOOKS/PUBLICATIONS	2,800.00	134.89	134.89	2,665.11	5%	2,800.00	-	589.95	2,210.05	21%
	01-438-310-0044	POLICE - EQUIPMENT/FIELD SUPPLIES	6,000.00	332.39	651.41	5,348.59	11%	6,000.00	-	-	6,000.00	0%
	01-438-310-0045	POLICE - PRISONER EXPENSES	1,200.00	-	1,200.00	-	0%	1,200.00	-	-	1,200.00	0%
	01-438-402-0000	POLICE - EQUIP MAINTENANCE	15,000.00	-	2,029.07	12,970.93	14%	15,000.00	-	1,671.92	13,328.08	11%
	01-438-410-0000	POLICE - EQUIPMENT LEASE	16,900.00	2,118.23	5,720.42	11,179.58	34%	16,900.00	2,464.62	7,547.72	9,352.28	45%
	01-438-501-0000	POLICE - PRINTING/PUBLISHING	2,800.00	-	599.20	2,200.80	21%	2,800.00	-	35.00	2,765.00	1%
	01-438-521-0000	POLICE - ANIMAL CONTROL	500.00	-	500.00	-	0%	500.00	-	300.00	200.00	60%
Police			1,251,496.38	95,802.51	562,855.86	688,641.12	45%	1,250,989.00	92,980.59	543,822.59	707,166.41	43%
	01-441-101-0000	PW ADMIN. - FULL TIME SALARIES	104,412.05	7,705.45	48,631.07	55,780.98	47%	104,416.00	8,031.70	50,399.67	54,016.33	48%
	01-441-102-0000	PW ADMIN. - OVERTIME	55,000.00	3,344.55	9,643.90	45,356.10	18%	65,000.00	217.29	9,865.40	55,134.60	15%
	01-441-106-0000	PW ADMIN. - LABOR SALARIES	237,813.60	14,362.42	88,785.91	149,027.69	37%	242,736.00	14,209.60	86,903.14	155,832.86	36%
	01-441-190-0000	PW ADMIN. - TRAINING/STAFF DEVELOPMENT	500.00	-	65.00	435.00	13%	500.00	-	105.00	395.00	21%
	01-441-193-0000	PW ADMIN. - UNIFORMS	14,188.00	621.39	4,970.02	9,217.98	35%	14,188.00	2,219.84	7,894.99	6,293.01	56%
	01-441-201-0000	PW ADMIN. - POSTAGE	100.00	-	38.60	61.40	39%	100.00	12.22	45.06	54.94	45%
	01-441-202-0000	PW ADMIN. - GENERAL SUPPLIES	5,800.00	400.91	2,678.48	3,121.52	46%	5,800.00	744.46	2,327.52	3,472.48	40%
	01-441-301-0000	PW ADMIN. - COMMUNICATION SERVICE	7,000.00	342.84	2,425.46	4,574.54	35%	7,680.00	859.38	2,991.33	4,688.67	39%
	01-441-310-0002	PW ADMIN. - DUES/MEMBERSHIPS	200.00	-	25.00	175.00	13%	300.00	-	45.00	255.00	15%
	01-441-310-0003	PW ADMIN. - ADVERTISING	2,400.00	-	594.95	1,805.05	25%	2,400.00	72.45	144.90	2,255.10	6%
Public Works Administration			427,413.65	26,777.56	157,858.39	269,555.26	37%	443,120.00	26,366.94	160,722.01	282,397.99	36%
	01-442-202-0000	RDWY/SWK - GENERAL SUPPLIES	9,500.00	309.17	2,599.25	6,900.75	27%	9,500.00	882.24	7,256.75	2,243.25	76%
	01-442-205-0000	RDWY/SWK - WINTER SALT	75,000.00	5,408.02	13,190.41	61,809.59	18%	85,115.00	-	5,883.91	79,231.09	7%
	01-442-208-0000	RDWY/SWK - WINTER SAND	6,200.00	-	-	6,200.00	0%	6,200.00	-	-	6,200.00	0%
	01-442-213-0000	RDWY/SWK - PAVEMENT MARKING	2,000.00	-	-	2,000.00	0%	2,000.00	-	27.45	1,972.55	1%
	01-442-250-0000	RDWY/SWK - COLD MIX	2,125.00	-	377.00	1,748.00	18%	2,125.00	274.85	859.05	1,265.95	40%
	01-442-251-0000	RDWY/SWK - HOT TOP	125,000.00	-	125,000.00	-	100%	125,000.00	204.00	133,720.29	(8,720.29)	107%
	01-442-402-0000	RDWY/SWK - EQUIPMENT LEASE	10,000.00	-	8,592.50	1,407.50	86%	10,000.00	-	6,090.00	3,910.00	61%
	01-442-514-0000	RDWY/SWK - CONTRACT STREET MAR	6,120.00	-	5,065.06	1,054.94	83%	6,120.00	-	5,235.85	880.15	86%
	01-442-516-0000	RDWY/SWK - CONTRACT WINTER EQU	11,550.00	-	-	11,550.00	0%	10,010.00	-	-	10,010.00	0%
	01-442-527-0000	RDWY/SWK - CURBSIDE WEEED CONTR	2,950.00	-	1,950.00	1,000.00	66%	2,925.00	-	2,925.00	-	100%
	01-442-528-0000	RDWY/SWK - TREE SERVICE	1,500.00	33%	500.00	1,000.00	33%	1,500.00	-	850.00	650.00	57%
	01-442-531-0000	RDWY/SWK - WEATHER SERVICE	2,070.00	-	2,070.00	-	100%	2,000.00	-	2,070.00	(70.00)	104%
	01-442-704-0000	RDWY/SWK - ENGINEERING	2,000.00	-	-	2,000.00	0%	4,000.00	129.98	129.98	3,870.02	3%

Town of Newmarket, New Hampshire
Expenditure Report
For the Period Ended December 31, 2012

Dept.	Account Number	Account Description	Fiscal Year 2013				Fiscal Year 2012				Percent Remainin g	
			Budget	Month to Date Transactions	Year to Date Transactions	Balance Year	Budget	Month to Date Transactions	Year to Date Transactions	Balance Year		
Roadways and Sidewalks	01-442-705-0000	RDWY/SWK CONSTRUCTION	88,200.00	5,717.19	73,551.79	14,648.21	83%	80,000.00	1,491.07	84,963.96	(4,963.96)	106%
			344,215.00		232,896.01	111,318.99	68%	346,495.00		250,016.24	96,478.76	72%
	01-446-202-0000	STREET LIGHT - FIXTURES	2,000.00	-	207.73	1,792.27	10%	2,000.00	3,981.86	3,981.86	(1,981.86)	199%
	01-446-302-0000	STREET LIGHT - ELECTRICITY	43,000.00	3,882.92	17,831.81	25,168.19	41%	45,000.00	3,534.48	17,251.96	27,748.04	38%
Street Lights			45,000.00	3,882.92	18,039.54	26,960.46	40%	47,000.00	7,516.34	21,233.82	25,766.18	45%
	01-447-206-0000	BRIDGES - SIGNS	500.00	-	-	500.00	0%	2,000.00	-	-	2,000.00	0%
Bridges			500.00	-	-	500.00	0%	2,000.00	-	-	2,000.00	0%
	01-448-101-0000	BLD/GRNDS - FULL-TIME SALARIES	59,872.80	4,705.60	28,107.50	31,765.30	47%	59,873.00	4,605.60	29,300.15	30,572.85	49%
	01-448-102-0000	BLD/GRNDS - OVERTIME	3,000.00	1,654.44	4,743.97	(1,743.97)	158%	3,000.00	580.91	2,761.81	238.19	92%
	01-448-103-0000	BLD/GRNDS - PART TIME SALARIES	86,252.00	3,790.13	37,027.30	49,224.70	43%	96,758.00	3,714.00	50,744.65	46,013.35	52%
	01-448-202-0000	BLD/GRNDS - GENERAL SUPPLIES	10,000.00	528.87	3,941.65	6,058.35	39%	10,000.00	1,294.30	6,564.40	3,435.60	66%
	01-448-302-0000	BLD/GRNDS - ELECTRICITY-TOWN HALL	12,900.00		4,067.63	8,832.37	32%	10,300.00	729.35	4,324.18	5,975.82	42%
	01-448-302-0406	BLD/GRNDS - ELECTRICITY - PARKS	1,200.00	124.39	547.56	652.44	46%	1,400.00	93.31	124.14	1,275.86	9%
	01-448-302-0438	BLD/GRNDS - ELECTRICITY POLICE	12,800.00	937.55	5,066.80	7,733.20	40%	10,300.00	712.92	4,161.36	6,138.64	40%
	01-448-302-0441	BLD/GRNDS - ELECTRICITY YOUNGS LANE	25,600.00	1,748.39	9,968.98	15,631.02	39%	21,115.00	1,572.43	9,601.23	11,513.77	45%
	01-448-303-0000	BLD/GRNDS - HEAT & OIL - TOWN HALL	14,560.00	1,545.85	3,433.81	11,126.19	24%	16,900.00	1,712.45	3,100.74	13,799.26	18%
	01-448-303-0170	BLD/GRNDS - HEAT & OIL - HAND TUB	100.00			100.00	0%	100.00			100.00	0%
	01-448-303-0438	BLD/GRNDS - HEAT & OIL - POLICE	3,135.00	509.61	626.32	2,508.68	20%	3,211.00		848.75	2,362.25	26%
	01-448-303-0441	BLD/GRNDS - HEAT & OIL - YOUNGS LANE	48,070.00	3,631.20	6,972.06	41,097.94	15%	33,800.00	4,911.70	8,608.91	25,191.09	25%
	01-448-304-0000	BLD/GRNDS - WATER/SEWER TOWN HALL	3,100.00		3,004.50	95.50	97%	3,100.00		3,739.95	(639.95)	121%
	01-448-304-0438	BLD/GRNDS - WATER/SEWER - POLICE	400.00		221.10	178.90	55%	400.00		222.55	177.45	56%
	01-448-304-0441	BLD/GRNDS - WATER/SEWER - YOUNGS LANE	1,600.00		796.65	803.35	50%	1,600.00		1,051.15	548.85	66%
	01-448-401-0110	BLD/GRNDS - YOUNGS LANE MAINT	10,000.00	1,403.06	7,334.19	2,665.81	73%	10,000.00	555.42	8,050.81	1,949.19	81%
	01-448-401-0120	BLD/GRNDS - TOWN HALL MAINTENANCE	10,000.00	489.50	6,838.19	3,161.81	68%	10,000.00	9,059.99	12,345.51	(2,345.51)	123%
	01-448-401-0125	BLD/GRNDS - ELEVATOR MAINTENANCE	2,000.00		325.57	1,674.43	16%	2,000.00	100.57	652.85	1,347.15	33%
	01-448-401-0140	BLD/GRNDS - PARKS MAINTENANCE	8,000.00	75.94	3,815.47	4,184.53	48%	8,000.00	140.86	1,264.42	6,735.58	16%
	01-448-401-0150	BLD/GRNDS - COMMUNITY CENTER MAI	8,000.00	9.98	2,463.43	5,536.57	31%	8,000.00	3,607.65	7,423.98	576.02	93%
	01-448-401-0151	BLD/GRNDS - COMM CTR ELECTRICITY	14,875.00	939.93	5,717.05	9,157.95	38%	12,360.00	868.40	5,275.33	7,084.67	43%
	01-448-401-0152	BLD/GRNDS - COMM CENTR HEAT OIL	11,913.00	1,674.91	1,814.17	10,098.83	15%	6,760.00	1,929.48	3,851.87	2,908.13	57%
	01-448-401-0160	BLD/GRNDS - BANDSTAND MAINTENANCE	50.00			50.00	0%	50.00			50.00	0%
	01-448-401-0170	BLD/GRNDS - HAND TUB MAINTENANCE	300.00	14.04	95.99	204.01	32%	300.00	13.70	97.46	202.54	32%
	01-448-401-0175	BLD/GRNDS - DAM MAINTENANCE	2,400.00	14.04	1,685.60	714.40	70%	2,400.00	13.53	2,477.28	(77.28)	103%
	01-448-401-0180	BLD/GRNDS - TOWN CLOCK MAINTENAN	5,100.00		771.66	4,328.34	15%	2,000.00		600.00	1,400.00	30%
	01-448-401-0438	BLD/GRNDS - POLICE BUILDING MAINTENANCE	6,000.00		2,349.85	3,650.15	39%	6,000.00	4.99	2,032.59	3,967.41	34%
	01-448-402-0000	BLD/GRNDS - EQUIPMENT MAINTENANCE	4,000.00	139.29	1,336.55	2,663.45	33%	5,500.00	48.75	828.75	4,671.25	15%
	01-448-405-0000	BLD/GRNDS - GROUNDS MAINTENANCE	30,000.00	15,878.75	22,250.89	7,749.11	74%	30,000.00	86.11	9,503.32	20,496.68	32%
	01-448-533-0000	BLD/GRNDS - MOSQUITO CONTROL	50,000.00		47,915.00	2,085.00	96%	60,000.00		47,915.00	12,085.00	80%
	01-448-800-0000	BLD/GRNDS - EQUIPMENT PURCHASE	500.00		499.98	0.02	100%					0%
Buildings and Grounds			445,727.80	39,815.47	213,739.42	231,988.38	48%	435,227.00	36,356.42	227,473.14	207,753.86	52%
	01-449-101-0000	CEM - FULL TIME SALARIES	17,815.20	1,370.41	8,574.81	9,240.39	48%	17,815.00	1,370.40	8,633.53	9,181.47	48%
	01-449-103-0000	CEM - PART TIME SALARIES	8,775.00		1,872.00	6,903.00	21%	8,715.00		5,382.00	3,333.00	62%
	01-449-202-0000	CEM - GENERAL SUPPLIES	1,500.00		84.23	1,415.77	6%	1,500.00		115.23	1,384.77	8%
	01-449-302-0000	CEM - ELECTRICITY	200.00	22.46	144.01	55.99	72%	200.00	13.70	56.13	143.87	72%
	01-449-402-0000	CEM - EQUIPMENT MAINT	800.00	497.22	457.22	302.78	62%	800.00		455.24	344.76	57%
	01-449-702-0000	CEM - CONTRACTED SERVICES	5,000.00			5,000.00	0%	7,000.00			7,000.00	0%

Town of Newmarket, New Hampshire
Expenditure Report
For the Period Ended December 31, 2012

Dept.	Account Number	Account Description	Fiscal Year 2013						Fiscal Year 2012					
			Month to Date		Year to Date		Percent Remaining		Month to Date		Year to Date		Percent Remaining	
			Budget	Transactions	Transactions	Balance Year	Balance Year	%	Budget	Transactions	Transactions	Balance Year	Balance Year	%
Cemetery	01-449-800-0000	CEM - EQUIPMENT PURCHASE	500.00	1,890.09	11,672.27	500.00	22,917.93	100%	36,030.00	1,384.10	14,729.87	21,300.13	0%	
			34,590.20					34%				21,300.13	41%	
	01-452-101-0000	VEHICLE - FULL TIME SALARIES	-	-	-	-	-	0%	53,789.00	-	16,757.49	37,031.51	31%	
	01-452-102-0000	VEHICLE - OVERTIME	-	-	-	-	-	0%	5,000.00	-	-	5,000.00	0%	
	01-452-202-0000	VEHICLE - GENERAL SUPPLIES	2,500.00	452.24	869.40	869.40	1,630.60	35%	5,000.00	47.97	1,148.99	3,851.01	23%	
	01-452-209-0000	VEHICLE - GASOLINE	16,000.00	-	9,784.95	9,784.95	6,215.05	61%	20,000.00	3,052.70	5,230.86	14,769.14	26%	
	01-452-210-0000	VEHICLE - DIESEL FUEL	39,840.00	3,107.54	10,190.04	10,190.04	29,649.96	26%	30,000.00	6,611.35	11,573.01	18,426.99	39%	
	01-452-214-0000	VEHICLE - OIL	3,000.00	-	707.22	707.22	2,292.78	24%	6,000.00	-	657.62	5,342.38	11%	
	01-452-402-0000	VEHICLE - EQUIP MAINT	50,000.00	556.37	6,944.15	6,944.15	43,055.85	14%	50,000.00	20,477.11	27,207.40	22,792.60	54%	
	01-452-403-0000	VEHICLE - VEHICLE MAINT PUBLIC WORKS	48,000.00	3,286.43	17,363.87	17,363.87	30,636.13	36%	48,000.00	4,026.85	14,604.96	33,395.04	30%	
	01-452-403-0406	VEHICLE - VEHICLE MAINT REC	5,000.00	-	240.77	240.77	4,759.23	5%	5,000.00	-	612.21	4,387.79	12%	
	01-452-403-0438	VEHICLE - VEHICLE MAINT POLICE	14,000.00	1,536.84	8,461.36	8,461.36	5,538.64	60%	14,000.00	379.68	6,082.25	7,917.75	43%	
	01-452-403-0461	VEHICLE - VEHICLE MAINT FIRE	11,500.00	-	5,579.30	5,579.30	5,920.70	49%	11,500.00	-	4,762.87	6,737.13	41%	
	01-452-404-0000	VEHICLE - RADIO MAINT	1,200.00	-	-	-	1,200.00	0%	1,200.00	-	-	1,200.00	0%	
	01-452-800-0000	VEHICLE - EQUIP PURCHASE	1,500.00	-	1,508.00	1,508.00	(8.00)	101%	-	-	-	-	0%	
Vehicle Maintenance			192,540.00	8,939.42	61,649.06	61,649.06	130,890.94	32%	249,489.00	34,595.66	88,637.66	160,851.34	36%	
	01-461-101-0000	FIRE/RES - FULL TIME SALARIES	81,478.80	6,206.40	33,416.80	33,416.80	48,062.00	41%	71,478.00	6,267.60	39,407.55	32,070.45	55%	
	01-461-102-0000	FIRE/RES - OVERTIME	11,000.00	323.64	5,794.55	5,794.55	5,205.45	53%	8,000.00	1,083.78	11,686.48	(3,686.48)	146%	
	01-461-103-0000	FIRE/RES - PART TIME SALARIES	118,968.40	9,706.69	59,473.92	59,473.92	59,494.48	50%	120,100.00	10,448.82	78,026.52	42,073.48	65%	
	01-461-190-0000	FIRE/RES - TRAINING/STAFF DEVELOPMENT	17,000.00	-	2,090.15	2,090.15	14,909.85	12%	17,200.00	750.00	7,803.85	9,396.15	45%	
	01-461-193-0000	FIRE/RES - UNIFORMS	7,000.00	1,491.27	7,234.14	7,234.14	(234.14)	103%	7,000.00	-	5,952.82	1,047.18	85%	
	01-461-201-0000	FIRE/RES - POSTAGE	75.00	-	23.05	23.05	51.95	7%	100.00	0.88	7.60	92.40	8%	
	01-461-202-0000	FIRE/RES - GENERAL SUPPLIES	6,500.00	166.51	2,513.35	2,513.35	3,986.65	39%	6,500.00	680.61	3,262.40	3,237.60	50%	
	01-461-202-0046	FIRE/RES - MEDICAL SUPPLIES	9,000.00	1,404.58	4,218.93	4,218.93	4,781.07	47%	9,000.00	1,860.54	4,339.53	4,660.47	48%	
	01-461-209-0000	FIRE/RES - GASOLINE	800.00	-	573.11	573.11	226.89	72%	910.00	-	16.99	893.01	2%	
	01-461-210-0000	FIRE/RES - DIESEL FUEL	7,668.00	-	3,449.05	3,449.05	4,218.95	45%	6,840.00	924.76	5,536.87	1,303.13	81%	
	01-461-220-0000	FIRE/RES - AMBULANCE EXPENSES	-	-	2,491.44	2,491.44	(2,491.44)	0%	-	-	-	-	0%	
	01-461-301-0000	FIRE/RES - COMMUNICATION SERVICES	3,900.00	621.30	3,113.70	3,113.70	786.30	80%	3,900.00	757.04	2,320.94	1,579.06	60%	
	01-461-310-0002	FIRE/RES - DUES/SUBSCRIPTIONS	3,000.00	1,506.40	3,565.40	3,565.40	(565.40)	119%	3,000.00	137.00	3,528.29	(528.29)	118%	
	01-461-310-0055	FIRE/RES - FIRE PREVENTION	900.00	-	-	-	900.00	0%	1,200.00	-	-	1,200.00	0%	
	01-461-402-0000	FIRE/RES - EQUIP MAINT	14,500.00	3,626.83	13,505.41	13,505.41	994.59	93%	14,500.00	94.65	3,466.41	11,033.59	24%	
	01-461-518-0000	FIRE/RES - HAZMAT	2,200.00	-	2,098.14	2,098.14	(1,498.14)	350%	2,200.00	-	2,098.14	101.86	95%	
	01-461-530-0000	FIRE/RES - MUTUAL AID CONTRACT	600.00	-	10,260.65	10,260.65	9,739.35	51%	20,000.00	320.72	16,021.05	3,978.95	80%	
Fire and Rescue			304,590.20	25,053.62	153,821.79	153,821.79	150,768.41	51%	292,528.00	23,326.40	183,475.44	109,052.56	63%	
	01-463-103-0000	EM - PART TIME SALARIE	750.00	-	-	-	750.00	0%	750.00	-	-	750.00	0%	
	01-463-190-0000	EM - TRAINING/STAFF DE	250.00	-	-	-	250.00	0%	250.00	-	-	250.00	0%	
	01-463-202-0000	EM - GENERAL SUPPLIES	450.00	263.75	263.75	263.75	186.25	59%	450.00	51.80	5,309.65	(4,859.65)	1180%	
Emergency Management			1,450.00	263.75	263.75	263.75	1,186.25	18%	1,450.00	51.80	5,309.65	(3,859.65)	366%	
	01-480-812-0000	GRANTS - MEM DAY PARADE	2,000.00	-	1,735.00	1,735.00	265.00	87%	1,800.00	-	-	1,800.00	0%	
	01-480-813-0000	GRANTS - FESTIVAL SUPPORT	15,500.00	-	15,500.00	15,500.00	-	100%	15,500.00	-	15,500.00	-	100%	
	01-480-814-0000	GRANTS - NWMKMT ATHLETIC ASSOC	21,500.00	-	21,500.00	21,500.00	-	100%	21,500.00	-	21,500.00	-	100%	
	01-480-815-0000	GRANTS - NWMKMT SENIOR CITIZENS	1,200.00	-	1,200.00	1,200.00	-	0%	1,200.00	-	1,200.00	-	100%	
	01-480-816-0000	GRANTS - NWMKMT HISTORICAL SOCIETY	2,000.00	-	2,000.00	2,000.00	-	100%	1,900.00	-	1,900.00	-	100%	
	01-480-817-0000	GRANTS - C.O.A.S.T.	20,748.00	-	19,247.00	19,247.00	1,501.00	93%	15,795.00	-	15,623.00	172.00	99%	

Town of Newmarket, New Hampshire
Expenditure Report
For the Period Ended December 31, 2012

Dept.	Account Number	Account Description	Fiscal Year 2013				Fiscal Year 2012				Percent Remaining	
			Budget	Month to Date Transactions	Year to Date Transactions	Balance Year	Budget	Month to Date Transactions	Year to Date Transactions	Balance Year		
	01-480-818-0000	GRANTS - VETERANS MEMORIAL	2,100.00	-	-	2,100.00	0%	7,000.00	-	-	7,000.00	0%
	01-480-819-0000	GRANTS - NWMKMT HANDTUB ASSOC.	2,000.00	-	-	2,000.00	0%	2,000.00	-	2,000.00	-	100%
	01-480-821-0000	CEMETERY MAINTENANCE	-	-	-	-	0%	5,000.00	-	-	5,000.00	0%
Grants			67,048.00	-	59,982.00	7,066.00	89%	71,695.00	-	57,723.00	13,972.00	81%
	01-481-910-0000	SS GRANTS - RICHIE MCFARLAND	2,000.00	-	2,000.00	-	100%	2,000.00	-	2,000.00	-	100%
	01-481-913-0000	SS GRANTS - LAMPREY HEALTH CENTER	10,100.00	-	10,100.00	-	100%	10,100.00	-	10,100.00	-	100%
	01-481-914-0000	SS GRANTS - AREA HOMEMAKERS	5,000.00	-	5,000.00	-	100%	5,000.00	-	5,000.00	-	100%
	01-481-915-0000	SS GRANTS - CHILD & FAMILY SERVICE	3,000.00	-	3,000.00	-	100%	3,000.00	-	3,000.00	-	100%
	01-481-916-0000	SS GRANTS - R.C.C.A.P.	9,000.00	-	9,000.00	-	100%	9,000.00	-	9,000.00	-	100%
	01-481-917-0000	SS GRANTS - R.S.V.P.	600.00	-	600.00	-	100%	600.00	-	600.00	-	100%
	01-481-918-0000	SS GRANTS - A SAFE PLACE	1,200.00	-	1,200.00	-	100%	1,200.00	-	1,200.00	-	100%
	01-481-919-0000	SS GRANTS - BIG BROTHER/BIG SISTER	1,000.00	-	-	1,000.00	0%	1,000.00	-	1,000.00	-	100%
	01-481-920-0000	SS GRANTS - SEACOAST MENTAL HEALTH	2,000.00	-	2,000.00	-	100%	2,000.00	-	2,000.00	-	100%
	01-481-921-0000	SS GRANTS - SEXUAL ASSAULT SUPPORT	-	-	-	-	0%	1,500.00	-	-	1,500.00	0%
	01-481-922-0000	SS GRANTS - SEACOAST HOSPICE	-	-	-	-	0%	1,500.00	-	-	1,500.00	0%
	01-481-923-0000	SS GRANTS - LINKED TOGETHER	4,000.00	-	4,000.00	-	100%	4,000.00	-	4,000.00	-	100%
	01-481-924-0000	SS GRANTS - ROCKINGHAM COUNTY NUTR	500.00	-	3,600.00	(3,600.00)	0%	3,600.00	-	3,600.00	-	100%
	01-481-925-0000	SS GRANTS - AIDS RESPONSE	1,000.00	-	-	500.00	0%	500.00	-	-	500.00	0%
	01-481-926-0000	SS GRANTS - AMERICAN RED CROSS	1,000.00	-	-	1,000.00	0%	1,000.00	-	1,000.00	-	100%
	01-481-929-0000	OTHER GRANTS - CHILD ADVOCACY CENTER	1,000.00	-	1,000.00	-	100%	1,000.00	-	1,000.00	-	100%
Social Service Grants			40,400.00	-	41,500.00	(1,100.00)	103%	46,500.00	-	44,500.00	2,000.00	96%
	01-490-900-0012	CAP RES - FIRE DEPARTMENT	50,000.00	50,000.00	50,000.00	-	100%	67,800.00	-	-	67,800.00	0%
	01-490-900-0016	CAP RES - PUBLIC WORKS	150,000.00	150,000.00	150,000.00	-	100%	178,400.00	-	-	178,400.00	0%
	01-490-900-0017	CAP RES - POLICE VEHICLES	46,500.00	46,500.00	46,500.00	-	100%	46,500.00	-	-	46,500.00	0%
	01-490-900-0018	CAP RES - LIBRARY	8,700.00	8,700.00	8,700.00	-	100%	8,700.00	-	-	8,700.00	0%
	01-490-900-0019	CAP RES - BUILDING IMPROVEMENT	26,500.00	26,500.00	26,500.00	-	100%	50,000.00	-	-	50,000.00	0%
	01-490-900-0021	CAP RES - RECREATION FACILITIES	-	-	-	-	0%	38,000.00	-	-	38,000.00	0%
	01-490-900-0034	CIP - CABLE TV	-	-	-	-	0%	18,000.00	-	-	18,000.00	0%
	01-490-900-0074	CAPITAL RESERVE POLICE DISPATCH EQUIP	1.00	1.00	1.00	-	100%	28,500.00	-	-	28,500.00	0%
	01-490-900-0075	CAPITAL RESERVE - TELECOMMUNICATIONS	-	-	-	-	0%	20,000.00	-	-	20,000.00	0%
	01-490-900-0079	MACALLEN DAM CAP RESERVE	-	-	-	-	0%	25,000.00	-	-	25,000.00	0%
	01-490-900-0081	CAP RES VETS MEM TRUST	-	-	-	-	0%	14,000.00	-	-	14,000.00	0%
Contributions to Capital Reserves			281,701.00	281,701.00	281,701.00	-	100%	494,900.00	-	-	494,900.00	0%
General Fund Total			6,156,971.34	677,372.78	2,875,828.25	3,281,143.09	47%	6,585,528.00	627,628.00	3,098,272.52	3,487,255.48	47%
	02-480-101-0000	LIBRARY - SALARIES	55,904.16	4,300.32	26,877.00	29,027.16	48%	55,910.00	4,300.32	27,091.92	28,818.08	48%
	02-480-103-0000	LIBRARY - PART TIME SALARIES	106,019.16	7,259.11	44,956.56	61,062.60	42%	94,226.00	7,232.26	44,246.75	49,979.25	47%
	02-480-150-0000	LIBRARY - FICA	10,039.25	700.08	4,520.65	5,518.60	45%	9,308.00	715.00	4,539.84	4,768.16	49%
	02-480-151-0000	LIBRARY - MEDICARE	2,347.89	163.72	1,057.22	1,290.67	45%	2,177.00	167.23	1,061.83	1,115.17	49%
	02-480-155-0000	LIBRARY - HEALTH INSURANCE	14,469.46	1,162.08	6,972.48	7,496.98	48%	19,276.00	-	9,316.26	9,959.74	48%
	02-480-156-0000	LIBRARY - RETIREMENT	4,941.57	378.42	2,459.73	2,481.84	50%	6,200.00	378.42	2,558.21	3,641.79	41%
	02-480-159-0000	LIBRARY - LIFE & DISABILITY	708.00	9.00	294.80	413.20	42%	708.00	49.96	294.80	413.20	42%
	02-480-160-0000	LIBRARY-WORKERS COMPENSATION	702.00	-	-	702.00	0%	-	3,705.79	-	(3,705.79)	0%
	02-480-190-0000	LIBRARY - TRAINING/STAFF DEVELOPMENT	300.00	-	-	300.00	0%	300.00	-	-	300.00	0%
	02-480-202-0000	LIBRARY - GENERAL SUPPLIES	5,000.00	529.48	2,002.69	2,997.31	40%	5,000.00	80.82	1,841.62	3,158.38	37%
	02-480-301-0000	LIBRARY - TELEPHONE	1,500.00	210.44	525.23	974.77	35%	1,500.00	110.62	551.30	948.70	37%

Town of Newmarket, New Hampshire
Expenditure Report
For the Period Ended December 31, 2012

Dept.	Account Number	Account Description	Fiscal Year 2013				Fiscal Year 2012				Percent Remaining
			Budget	Month to Date Transactions	Year to Date Transactions	Balance Year	Budget	Month to Date Transactions	Year to Date Transactions	Balance Year	
	02-480-302-0000	LIBRARY - ELECTRICITY	10,000.00	740.19	4,129.76	5,870.24	7,500.00	574.40	3,896.80	3,603.20	52%
	02-480-303-0000	LIBRARY - HEAT & OIL	10,400.00	1,387.15	2,158.95	8,241.05	10,400.00	1,246.06	2,199.43	8,200.57	21%
	02-480-304-0000	LIBRARY - WATER	600.00	-	612.20	(12.20)	600.00	-	255.00	345.00	43%
	02-480-310-0005	LIBRARY - BOOKS/SUBSCRIPTIONS	35,000.00	2,792.71	9,249.60	25,750.40	40,000.00	2,498.55	10,534.75	29,465.25	26%
	02-480-310-0053	LIBRARY - AUDIO/VISUAL	1,195.00	-	-	1,195.00	1,000.00	-	-	1,000.00	0%
	02-480-330-0000	LIBRARY - ELECTRONIC INFO - OTHER	5,666.00	83.90	6,579.31	(913.31)	7,000.00	1,100.00	7,076.00	(76.00)	101%
	02-480-340-0000	LIBRARY - ARCHIVES/PRESERVATION	250.00	-	-	250.00	250.00	-	-	250.00	0%
	02-480-350-0000	LIBRARY - PROGRAMS	2,000.00	273.00	552.65	1,447.35	2,000.00	425.00	687.87	1,312.13	34%
	02-480-401-0000	LIBRARY - BUILDING MAINTENANCE	8,000.00	(29,994.69)	2,548.94	5,451.06	8,000.00	1,294.50	2,000.50	5,999.50	25%
	02-480-402-0000	LIBRARY - EQUIPMENT MAINTENANCE/LEASE	3,500.00	-	423.84	3,076.16	3,500.00	79.56	461.19	3,038.81	13%
	02-480-504-0000	LIBRARY-PROPERTY LIABILITY INS	4,588.00	-	3,708.97	879.03	-	-	3,585.52	(3,585.52)	0%
	02-480-800-0000	LIBRARY - EQUIPMENT PURCHASE	1,000.00	-	295.00	705.00	3,000.00	-	-	3,000.00	0%
Library			284,130.49	(10,005.09)	119,925.58	164,204.91	277,855.00	23,958.49	125,905.38	151,949.62	45%
	05-406-101-0000	RECREATION - FULL TIME SALARIES	143,975.00	7,913.94	62,896.64	81,078.36	146,225.00	11,156.60	69,854.09	76,370.91	48%
	05-406-103-0000	RECREATION - PART TIME SALARIES	120,971.40	3,900.30	81,631.88	39,339.52	119,877.00	3,230.70	82,335.53	37,541.47	69%
	05-406-111-0000	RECREATION - WORK STUDY	3,047.00	-	-	3,047.00	2,376.00	-	-	2,376.00	0%
	05-406-190-0000	RECREATION - TRAINING/STAFF DEVELOPMENT	4,800.00	410.00	2,279.18	2,520.82	3,595.00	-	508.35	3,086.65	14%
	05-406-191-0000	RECREATION - TRAVEL EXPENSE	400.00	5.25	35.22	364.78	400.00	-	-	400.00	0%
	05-406-192-0000	RECREATION - MEAL ALLOWANCE	735.00	14.44	121.93	613.07	740.00	8.25	77.87	662.13	11%
	05-406-201-0000	RECREATION - POSTAGE	1,900.00	-	803.73	1,096.27	2,000.00	-	-	2,000.00	0%
	05-406-202-0000	RECREATION - GENERAL SUPPLIES	3,923.00	483.53	1,534.96	2,388.04	4,092.00	167.65	926.74	3,165.26	23%
	05-406-202-0034	RECREATION - ATHLETIC SUPPLIES	796.00	-	-	796.00	526.00	182.37	1,053.12	(527.12)	200%
	05-406-202-0036	RECREATION - CLASS SUPPLIES	6,204.00	25.00	2,735.50	3,468.50	5,075.00	261.56	1,922.87	3,152.13	38%
	05-406-301-0000	RECREATION - COMMUNICATION SERVICES	2,220.00	462.17	1,446.38	773.62	2,000.00	370.74	1,605.84	394.16	80%
	05-406-302-0001	RECREATION - FIELD LIGHTS	6,000.00	102.58	2,715.35	3,284.65	6,000.00	2,377.19	2,798.57	3,201.43	47%
	05-406-310-0002	RECREATION - DUES/SUBSCRIPTIONS	870.00	-	330.96	539.04	820.00	-	480.96	339.04	59%
	05-406-310-0003	RECREATION - ADVERTISING	800.00	-	1.50	798.50	700.00	-	29.50	670.50	4%
	05-406-402-0000	RECREATION - EQUIPMENT MAINTENANCE/LEASE	8,106.00	719.34	3,407.21	4,698.79	8,120.00	90.00	2,237.08	5,882.92	28%
	05-406-501-0000	RECREATION - PRINTING & PUBLISHING	7,763.00	-	3,206.22	4,556.78	7,335.00	-	4,287.06	3,047.94	58%
	05-406-508-0000	RECREATION - BUS TRIPS	47,605.00	270.49	30,688.83	16,916.17	58,010.00	56.17	24,630.62	33,379.38	42%
	05-406-800-0000	RECREATION - EQUIPMENT PURCHASE	3,874.00	-	126.96	3,747.04	900.00	813.57	813.57	86.43	90%
	05-406-902-0000	RECREATION - SUMMER CAMP	9,145.00	27.43	4,264.19	4,880.81	10,021.00	-	6,292.12	3,728.88	63%
	05-406-902-0037	RECREATION - TEEN CAMP	2,692.00	-	172.47	2,459.53	3,225.00	-	-	3,225.00	0%
	05-406-904-0000	RECREATION - SUNRISE SUNSET SR CTR	8,022.00	117.38	1,578.48	6,443.52	8,596.00	113.79	2,567.57	6,028.43	30%
	05-406-906-0000	RECREATION - SPECIAL EVENTS	10,150.00	796.21	4,959.34	5,190.66	10,350.00	1,025.15	4,461.35	5,888.65	43%
Recreation			393,938.40	15,248.06	204,936.93	189,001.47	400,983.00	19,853.74	207,707.35	193,275.65	52%
	07-450-103-0000	SW - PART TIME	9,802.00	806.00	5,019.78	4,782.22	11,098.00	812.50	3,929.72	7,168.28	35%
	07-450-202-0000	SW - GENERAL SUPPLIES	23,250.00	495.12	16,455.06	6,794.94	21,250.00	-	46.47	21,203.53	0%
	07-450-310-0002	SW - DUES/SUBSCRIPTIONS	800.00	-	-	800.00	800.00	129.00	-	671.00	16%
	07-450-402-0000	SW - EQUIPMENT LEASE	2,000.00	40.00	200.00	1,800.00	2,000.00	680.00	840.00	1,160.00	42%
	07-450-403-0000	SW - VEHICLE MAINTENANCE	5,000.00	665.35	665.35	4,334.65	5,000.00	40.00	-	4,960.00	1%
	07-450-501-0000	SW - PRINTING & PUBLICATION	500.00	-	-	500.00	1,000.00	80.50	252.84	747.16	25%
	07-450-532-0000	SW - FREON REMOVAL	1,500.00	672.00	672.00	828.00	1,500.00	-	-	1,500.00	0%
	07-450-536-0000	SW - HOUSEHOLD HAZARDOUS	10,000.00	-	8,230.00	1,770.00	10,000.00	-	-	10,000.00	0%
	07-450-702-0047	SW - LAMP/REG. CO-OP	2,000.00	-	-	2,000.00	10,000.00	-	-	10,000.00	0%
	07-450-702-0048	SW - MSW CONTRACT	136,740.00	12,510.91	61,726.77	75,013.23	143,100.00	14,541.36	66,640.52	76,459.48	47%
	07-450-702-0049	SW - RECYCLING CONTRACT	151,210.00	15,297.68	68,400.92	82,809.08	153,220.00	14,020.73	64,692.03	88,527.97	42%

Town of Newmarket, New Hampshire
Expenditure Report
For the Period Ended December 31, 2012

Dept.	Account Number	Account Description	Fiscal Year 2013				Fiscal Year 2012				Percent Remainin g
			Budget	Month to Date Transactions	Year to Date Transactions	Balance Year	Budget	Month to Date Transactions	Year to Date Transactions	Balance Year	
	07-450-702-0050	SW - CONSTRUCTION DEBRIS	43,775.00	2,164.24	18,632.39	25,142.61	8,992.33	25,660.52	16,839.48	60%	
	07-450-702-0051	SW - POST CLOSURE LANDFILL TEST	50,000.00	689.00	7,442.74	42,557.26	5,421.61	6,520.61	53,479.39	11%	
	07-450-800-0000	SW - EQUIPMENT PURCHASE	5,000.00	-	-	5,000.00	-	-	5,000.00	0%	
			441,577.00	33,340.30	187,445.01	254,131.99	44,678.03	168,751.71	289,685.29	37%	
Solid Waste											
	20-451-101-0000	WATER - FULL TIME SALARIES	119,343.31	9,198.66	57,494.50	61,848.81	9,080.22	58,030.08	59,366.92	49%	
	20-451-102-0000	WATER - OVERTIME	6,000.00	430.52	3,801.42	2,198.58	171.45	4,700.43	1,299.57	78%	
	20-451-103-0000	WATER - PART TIME SALARIES	6,968.00	536.00	3,905.34	3,062.66	514.56	3,350.00	3,618.00	48%	
	20-451-150-0000	WATER - FICA	8,238.15	622.78	4,051.95	4,186.20	596.24	3,984.05	4,343.95	48%	
	20-451-151-0000	WATER - MEDICARE	1,926.66	145.64	947.64	979.02	139.46	925.57	1,022.43	48%	
	20-451-155-0000	WATER - HEALTH INSURANCE	27,441.00	2,180.91	13,085.46	14,355.54	1,948.00	13,974.36	12,884.64	52%	
	20-451-156-0000	WATER - RETIREMENT	10,329.03	896.86	5,759.70	4,569.33	786.09	5,530.42	7,488.58	42%	
	20-451-159-0000	WATER - LIFE/DISABILITY INSURANCE	1,152.00	18.00	480.05	671.95	1,152.18	480.05	672.13	42%	
	20-451-160-0000	WATER - WORKERS COMPENSATION	3,385.00	-	-	3,385.00	3,041.00	3,041.00	-	100%	
	20-451-161-0000	WATER - UNEMPLOYMENT	336.00	-	-	336.00	-	-	385.00	0%	
	20-451-190-0000	WATER - TRAINING/STAFF DEVELOPMENT	2,500.00	-	292.50	2,207.50	90.00	200.00	1,800.00	10%	
	20-451-193-0000	WATER - UNIFORMS	3,000.00	281.10	1,452.45	1,547.55	246.35	1,387.16	2,112.84	40%	
	20-451-198-0000	WATER - LONGEVITY	563.00	562.50	562.50	0.50	562.50	562.50	0.50	100%	
	20-451-201-0000	WATER - POSTAGE	2,800.00	147.60	863.10	1,936.90	2,800.00	702.90	2,097.10	25%	
	20-451-202-0000	WATER - GENERAL SUPPLIES	2,200.00	22.95	1,021.47	1,178.53	358.60	867.08	1,132.92	43%	
	20-451-202-0002	WATER - DUES/SUBSCRIPTIONS	1,050.00	561.00	659.00	391.00	1,050.00	348.00	702.00	33%	
	20-451-202-0003	WATER - ADVERTISING	1,200.00	40.95	621.49	578.51	1,200.00	-	1,200.00	0%	
	20-451-204-0000	WATER - TAXES	300.00	-	-	300.00	-	-	300.00	0%	
	20-451-209-0000	WATER - GASOLINE	3,600.00	-	1,952.71	1,647.29	380.23	2,975.07	624.93	83%	
	20-451-211-0000	WATER - LP GAS	15,000.00	1,438.09	3,318.55	11,681.45	1,076.77	4,149.20	10,850.80	28%	
	20-451-217-0000	WATER - CHEMICALS	27,000.00	-	3,567.63	23,432.37	-	7,010.88	17,989.12	28%	
	20-451-301-0000	WATER - COMMUNICATION SERVICES	3,800.00	221.28	1,443.67	2,356.33	278.23	3,500.00	2,106.47	40%	
	20-451-302-0000	WATER - ELECTRICITY	50,000.00	4,555.88	16,346.24	33,653.76	2,981.88	14,247.89	35,752.11	28%	
	20-451-401-0000	WATER - BUILDING MAINTENANCE	6,000.00	579.95	3,182.41	2,817.59	354.04	8,483.97	(2,483.97)	141%	
	20-451-402-0000	WATER - EQUIPMENT MAINTENANCE/LEASE	4,000.00	-	526.38	3,473.62	-	-	4,000.00	0%	
	20-451-403-0000	WATER - VEHICLE MAINTENANCE	5,000.00	-	1,496.15	3,503.85	180.56	793.54	4,206.46	16%	
	20-451-406-0000	WATER - SYSTEM MAINTENANCE	45,000.00	1,845.04	28,610.58	16,389.42	1,386.06	19,585.73	25,414.27	44%	
	20-451-504-0000	WATER - PROPERTY-LIABILITY INSURANCE	4,283.00	-	4,282.76	0.24	4,205.00	4,189.80	15.20	100%	
	20-451-702-0000	WATER - CONTRACTED SERVICES	12,000.00	90.00	3,728.35	8,271.65	1,654.00	3,429.00	8,571.00	29%	
	20-451-703-0000	WATER - AUDIT	3,350.00	-	3,350.00	-	-	3,350.00	3,350.00	0%	
	20-451-704-0000	WATER - ENGINEERING	30,000.00	20,000.00	6,243.01	23,756.99	211.20	9,927.69	20,072.31	33%	
	20-451-900-0000	WATER - TRANSFER TO CAPITAL RESERVE	359,800.00	359,800.00	359,800.00	-	-	-	359,800.00	0%	
	20-451-950-0000	WATER - BONDS & NOTES PRINCIPLE	53,732.00	-	53,256.00	476.00	-	54,533.14	7,466.86	88%	
	20-451-951-0000	WATER - BONDS & NOTES INTEREST	1,933.00	-	1,932.30	0.70	-	-	6,000.00	0%	
	20-451-954-0000	WATER - LAND ACQUISITION	20,000.00	-	20,000.00	-	-	-	20,000.00	0%	
			843,230.15	404,175.71	608,035.31	235,194.84	24,365.45	228,803.04	624,162.14	27%	
	30-471-101-0000	WW - FULL TIME SALARIES	172,715.00	13,209.06	78,487.13	94,227.87	13,290.62	83,077.86	85,154.14	49%	
	30-471-102-0000	WASTEWATER - OVERTIME	17,000.00	1,030.66	6,606.37	10,393.63	964.55	8,393.77	8,606.23	49%	
	30-471-103-0000	WASTEWATER PART TIME SALARIES	23,530.00	536.00	3,157.08	20,372.92	1,212.00	10,053.44	13,881.56	42%	
	30-471-150-0000	WASTEWATER - FICA	13,221.23	913.04	5,331.90	7,889.33	1,060.24	6,115.24	7,098.76	46%	
	30-471-151-0000	WASTEWATER - MEDICARE	3,092.06	213.56	1,246.96	1,845.10	3,090.00	3,090.00	1,653.71	46%	
	30-471-155-0000	WASTEWATER - HEALTH INSURANCE	60,334.00	4,796.09	28,776.53	31,557.47	-	30,735.68	28,063.32	52%	
	30-471-156-0000	WASTEWATER - RETIREMENT	15,944.32	1,361.97	8,009.38	7,934.94	1,374.93	8,435.42	10,220.58	45%	

Town of Newmarket, New Hampshire
Expenditure Report
For the Period Ended December 31, 2012

Dept.	Account Number	Account Description	Fiscal Year 2013				Fiscal Year 2012				Percent Remaining	
			Budget	Month to Date Transactions	Year to Date Transactions	Balance Year End	Budget	Month to Date Transactions	Year to Date Transactions	Balance Year End		
	30-471-159-0000	WASTEWATER - LIFE/DISABILITY INSURANCE	3,000.00	27.00	752.25	2,247.75	25%	3,000.00	123.45	752.24	2,247.76	25%
	30-471-160-0000	WASTEWATER - WORKERS COMPENSATION	3,780.00	-	-	3,780.00	0%	3,577.00	3,577.00	3,577.00	-	100%
	30-471-161-0000	WASTEWATER - UNEMPLOYMENT INSURANCE	580.00	-	-	580.00	0%	599.00	-	-	599.00	0%
	30-471-162-0000	WASTEWATER - EMPLOYEE TESTING	750.00	-	-	750.00	0%	750.00	-	-	750.00	0%
	30-471-190-0000	WASTEWATER - TRAINING/STAFF DEVELOPMENT	3,000.00	90.00	362.50	2,637.50	12%	3,000.00	-	630.00	2,870.00	18%
	30-471-195-0000	WASTEWATER - UNIFORMS	3,000.00	336.99	1,877.36	1,122.64	63%	3,000.00	172.95	935.21	2,064.79	31%
	30-471-198-0000	SEWER - LONGEVITY	1,237.50	1,237.50	1,237.50	(0.50)	100%	1,013.00	1,237.50	1,237.50	(224.50)	122%
	30-471-201-0000	WASTEWATER - POSTAGE	2,800.00	147.60	894.60	1,905.40	32%	2,500.00	4.84	776.24	1,723.76	31%
	30-471-202-0000	WASTEWATER - GENERAL SUPPLIES	600.00	49.89	1,032.98	1,467.02	41%	2,500.00	283.60	624.50	1,875.50	25%
	30-471-202-0002	WASTEWATER - DUES/SUBSCRIPTIONS	35.00	35.00	185.00	415.00	31%	600.00	77.00	458.00	142.00	76%
	30-471-202-0003	WASTEWATER - ADVERTISING	1,200.00	-	-	1,200.00	0%	1,200.00	-	-	1,200.00	0%
	30-471-209-0000	WASTEWATER - GASOLINE	4,000.00	-	1,394.42	2,605.58	35%	4,000.00	216.08	1,869.22	2,130.78	47%
	30-471-215-0000	WASTEWATER - LAB SUPPLIES	18,000.00	2,232.23	7,865.20	10,134.80	44%	18,000.00	1,742.10	8,744.21	9,255.79	49%
	30-471-217-0000	WASTEWATER - CHEMICALS	37,000.00	6,466.40	16,462.43	20,537.57	44%	34,000.00	4,429.54	13,906.81	20,093.19	41%
	30-471-301-0000	WASTEWATER - COMMUNICATION SERVICES	6,800.00	373.86	2,343.52	4,456.48	34%	6,800.00	495.15	2,413.82	4,386.18	35%
	30-471-302-0000	WASTEWATER - ELECTRICITY	87,000.00	6,502.39	29,307.35	57,692.65	34%	87,000.00	6,078.67	27,648.98	59,351.02	32%
	30-471-303-0000	WASTEWATER - HEAT & OIL	26,000.00	-	5,588.22	20,411.78	21%	26,000.00	7,838.21	9,658.97	16,341.03	37%
	30-471-401-0000	WASTEWATER - BUILDING MAINTENANCE	20,000.00	2,147.01	20,620.43	(620.43)	103%	20,000.00	17.85	18,482.95	1,517.05	92%
	30-471-403-0000	WASTEWATER - VEHICLE MAINTENANCE	5,000.00	-	43.55	4,956.45	1%	4,500.00	99.60	2,781.49	1,718.51	62%
	30-471-406-0000	WASTEWATER - SYSTEM MAINTENANCE	50,000.00	5,984.00	13,123.59	36,876.41	26%	50,000.00	2,620.68	41,809.03	8,190.97	84%
	30-471-504-0000	WASTEWATER - PROPERTY/LIABILITY INSURANCE	8,740.00	-	8,386.04	353.96	96%	8,630.00	-	8,229.55	400.45	95%
	30-471-538-0000	WASTEWATER - SLUDGE DISPOSAL	30,000.00	-	15,940.25	14,059.75	53%	30,000.00	-	22,590.36	7,409.64	75%
	30-471-702-0000	WASTEWATER - CONTRACT SERVICES	15,000.00	1,985.00	6,219.75	8,780.25	41%	15,000.00	423.50	4,320.50	10,679.50	29%
	30-471-703-0000	WASTEWATER - AUDIT	3,350.00	-	3,350.00	-	100%	3,350.00	-	-	3,350.00	0%
	30-471-704-0000	WASTEWATER - ENGINEERING	30,000.00	1,800.00	4,867.04	25,132.96	16%	30,000.00	-	7,848.35	22,151.65	26%
	30-471-804-0000	WASTEWATER - NPDES PERMITS	38,000.00	-	-	38,000.00	0%	-	-	-	-	0%
	30-471-900-0000	WASTEWATER - TRANSFER TO CAPITAL RESERVE	100,000.00	100,000.00	100,000.00	-	100%	100,000.00	-	-	100,000.00	0%
	30-471-950-0000	WW - BONDS & NOTES PRINCIPLE	97,338.00	79,040.06	102,540.06	(5,202.06)	105%	100,040.00	-	-	100,040.00	0%
	30-471-951-0000	WW - BONDS & NOTES INTEREST	43,684.00	29,276.44	34,861.06	8,822.94	80%	40,132.00	-	-	40,132.00	0%
	Wastewater		948,195.61	259,791.75	510,840.45	437,355.16	54%	902,617.00	47,588.00	327,542.63	575,074.37	36%
	Total Operating Budget		9,068,042.99	1,379,923.51	4,507,011.53	4,561,031.46	50%	9,478,385.18	788,071.71	4,156,982.63	5,321,402.55	44%

a - This report only represents budget v. expenditures approved by Town Meeting and no other activity.



Department Heads Monthly Reports to the Town Council and Town Administrator

Police Department

Activity:

The Police Department has seen a recent increase in residential burglaries in the last couple of months. Five residential break-ins have been reported with four occurring during the workday while the residents were away. The fifth occurred in the early evening hours. In all cases the homeowners were away. At this time, we believe that the breaks were perpetrated by more than one party. The thieves have taken electronics, cash and jewelry that can be easily pawned for cash. We are pursuing several leads in the cases.

Two significant felony cases investigated by Newmarket officers went to trial in Rockingham Superior Court resulting in convictions for Aggravated Sexual Assault. In the State vs. Doug Stevens case, the defendant received 15-20 years prison time for convictions on three counts of Sexual Assault. In the other case State vs. Timothy McKenna, the defendant was convicted on three counts of Aggravated Felonious Sexual Assault and received a 10-20 year sentence on each count to be served consecutively at the NH State Prison. These convictions were the culmination of many hours of investigative work by Newmarket Officers.

Based upon an investigation conducted by the School Resource Officer, a 17 year old High School student was arrested in December after he threatened to bring a gun to school and shoot classmates. The criminal case is pending, and the student has been removed from the school district.

On December 3, 2012, two Newmarket Officers responded to Lee Hook Road in Lee to assist the local police with an individual threatening an officer with a firearm. The incident resulted in shots fired and the suspect being shot. Our officers were present during the initial stages of the incident and provided tactical assistance but were not involved in the gunfire. The incident is currently under investigation by the NH Attorney General's Office and the suspect has been criminally charged by Lee PD.

On December 21, 2012, Brian Callahan was arrested after an armed home invasion at an apartment on Exeter Street. He was disarmed and subdued after a struggle with officers who responded to a 911 call from the resident. He is currently incarcerated awaiting trial at the Rockingham County Jail.

Personnel:

Officer Steve O'Brien graduated in the 159th session of the NH Police Academy on December 21st. Steve was presented with an award for the highest academic achievement by Governor Lynch. Officer O'Brien has returned and resumed his position in the patrol schedule. Last week Officer Jeffrey Donniss began the 160th session of the Academy which will graduate in April. There are no other changes in personnel to report at this time.

School Safety:

In the wake of the tragedy in Newtown Connecticut, we have initiated a review of our active shooter training and have been working with the school district to review the safety plans currently in place for both schools. The School Resource Officer and I along with both school principals met recently with the School Board to brief them on the updated school policy. The police response plan is currently under review and upcoming training is scheduled in the school within the next few weeks.

Current Year Budget:

We recently completed the first half of the FY 2012-2013 budget. At the time of this writing we have expended approximately 45% of the appropriation and are on track to finish this year within budget. The overtime line item continues to be over budget at this time; however I anticipate that we will remain within the bottom line.

	<u>Budget</u>	<u>Month Exp.</u>	<u>YTD Exp</u>	<u>Amount Remaining</u>	<u>% Remaining</u>
<i>Police Total</i>	\$ 1,251,496.98	98,533.85	565,587.20	685,909.78	54.8%

Fire and Rescue Department

For the month of December, the department responded to 79 calls for service. 49 of those calls were medical calls transporting 36 patients to area hospitals. The ambulance responded to Newfields 5 times, transporting 4 patients. We responded to 6 fire alarm activations, 2 carbon monoxide alarms and 4 motor vehicle accidents. We went mutual aid to Durham for downed trees and power lines. Crews responded to a first alarm structure fire on Christmas Eve. Fortunately the fire was reported immediately by the home owner, with a quick response by the fire department, the fire was knocked down quickly resulting in minimal damage to the property. Mutual aid was called in from surrounding towns to the scene and station coverage. No injuries were reported at the scene.

We have had one probationary member successfully complete Firefighter I training.

Total runs for the year is 982. This is a decrease in calls for service for the first time in several years. In 2011 we responded to 1084 calls for service.

We hosted the Annual Senior Citizen Christmas Party at the Elementary School. This was the first year it was hosted there and it was a great success. We appreciate the use of the facility. We served a 100 meals including making deliveries to those who could not make it to the school.

The full time staff has been busy testing the municipal fire alarm system and clearing hydrants of snow and ice.

No concerns at this point with budget expenditures.

	<u>Budget</u>	<u>Month Exp.</u>	<u>YTD Exp</u>	<u>Amount Remaining</u>	<u>% Remaining</u>
<i>Fire & Rescue Total</i>	<i>\$304,590.20</i>	<i>\$25,764.49</i>	<i>\$154,532.66</i>	<i>\$150,057.54</i>	<i>49.3%</i>

Public Works Department

In the month of December, we received 18 inches of snow. Crews were called in for 10 weather related events to treat and plow the roads. We did snow removal twice in the downtown and there was one school cancellation due to weather. The snowstorms this month have been wet, heavy snow causing numerous breakdowns of equipment. While this has delayed some operations all repairs have been minor. There has not been any significant expenditure for any of the repairs.

We are currently on target with the overtime, snow removal, and salt budget for this time of year.

There was a water main break on 12/29 on Creighton Street. Crews assisted the Water and Sewer Department during a prolonged snowstorm the same day.

We have been working with our FEMA representative, Katherine Bond, for reimbursement from Hurricane Sandy. She estimates the town will be receiving \$26,758 pending final approval from her FEMA Supervisor.

Our current contract with Bestway Disposal Services Inc. expired on 12/31/2012. Bestway continues to provide trash and recycling services based on the previous contact, on a monthly basis, until a new contact has been awarded.

	<u>Budget</u>	<u>Month Exp.</u>	<u>YTD Exp</u>	<u>Amount Remaining</u>	<u>% Remaining</u>
Public Works Admin. Total	\$443,120.00	\$26,366.94	\$160,722.01	\$282,397.99	63.7%
Roadways and Sidewalks Total	\$346,495.00	\$1,491.07	\$250,016.24	\$96,478.76	27.8%
Street Lights Total	\$47,000.00	\$7,516.34	\$21,233.82	\$25,766.18	54.8%
Bridges and Signs Total	\$2,000.00	\$-	\$-	\$2,000.00	100.0%
Building and Grounds Total	\$435,227.00	\$36,356.42	\$227,473.14	\$207,753.86	47.7%
Cemeteries Total	\$36,030.00	\$1,384.10	\$14,729.87	\$21,300.13	59.1%
Vehicle Maintenance Total	\$249,489.00	\$34,595.66	\$88,637.66	\$160,851.34	64.5%

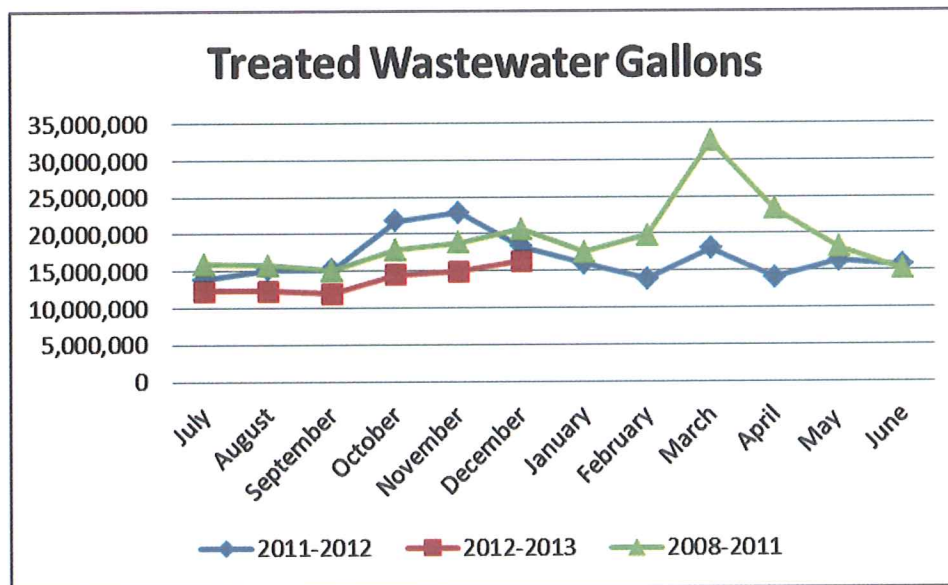
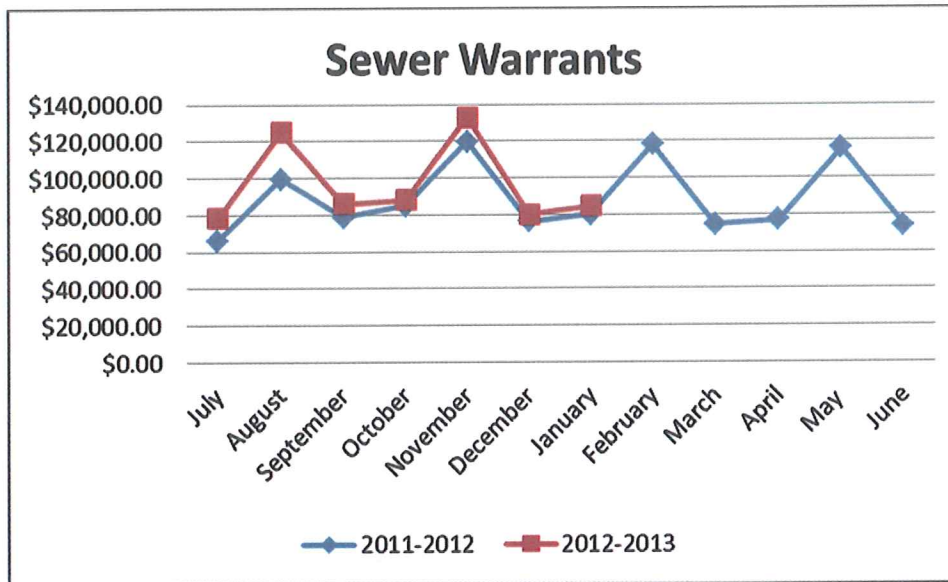
Sewer System

The Primary Digester was put back on line December 20, 2012.

On December 14, 2012 the Superintendent received the required certification to operate the 6,000 gallon underground fuel storage tank at the wastewater treatment facility.

December Infiltration and Inflow (I/I): 121,512 gallons

Year to date I/I: 87,256 gallons



Budget Month Exp. YTD Exp Amount %

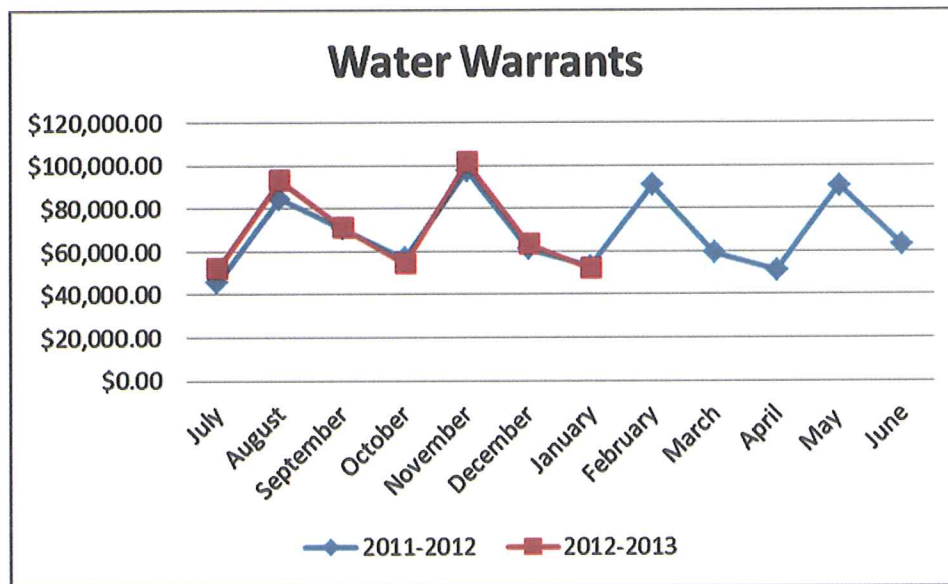
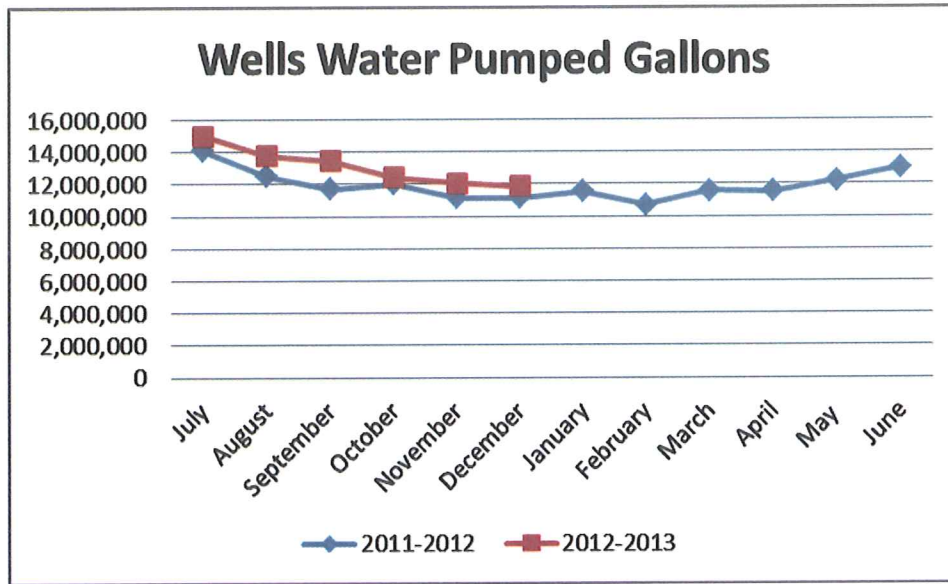
				<u>Remaining</u>	<u>Remaining</u>
Sewer Total	\$948,195.61	\$260,139.53	\$511,188.23	\$437,007.38	46.1%

Water System

December 29, 2012: Repaired 8-inch water main at 1-3 Creighton Street. The estimated water lost from the break is 61,000 gallons.

December water loss: 10.26%

Year to date water loss: 9.62% Goal: <12.00%



	<u>Budget</u>	<u>Month Exp.</u>	<u>YTD Exp</u>	<u>Amount Remaining</u>	<u>% Remaining</u>
Water Total	\$843,230.15	\$404,598.27	\$608,457.87	\$234,772.28	27.8%

Information Technology

IT swapped out the Accounting server and are now just cleaning up anything that needs to be moved over to the new server. This was our most important server and our oldest, so it is nice to have it on newer hardware. As part of the Accounting software upgrade, we will need to visit each Munismart user PC and install new database software.

We have received new software for our water meter reading equipment. The installation of this has been a little problematic, as we were a few versions behind in the software release cycle. The company makes excellent software which fails so infrequently, and just works, that it's easy to forget about it! I have been working with the company so we can do more frequent updates so future ones will be more seamless.

We finished a project to allow our Police Department the ability to see the high school cameras in Dispatch. This will only be used in the event of an emergency. We will test the setup each week to make sure it is working, other than that, we will not be using it unless required to do so.

We have started the process of converting the Fire Department over to a new server. Currently the Fire Dept. uses the Police Dept.'s old server that is ten years old. So far the conversion has been going smoothly, and will also give us an update on the Fire Dept. software with a bunch of new features we can use.

We were tasked with a Right to Know request that was an intensive task to corral the required information and extract anything that we cannot legally provide. We are still figuring out the best way to disseminate the information to the requesting party.

We had a failure of an "audio mixer" in the Channel 13 studio that required us to replace it. Without this, most meetings would not have recorded or played back properly. Our vendor in Concord has been enormously cooperative with us this year.

We added another wireless access point to the Town Hall so we can hopefully have better coverage in this building. I will monitor how this is going and change things up if this does not give us what we need.

The Town rolled out "Constant Contact" which is a much nicer way to do our newsletters and communications to citizens. Though just used for Town Hall business right now, I will be adding the Recreation department to this in the next few days and get them going with this as well.

	<u>Budget</u>	<u>Month Exp.</u>	<u>YTD Exp</u>	<u>Amount Remaining</u>	<u>% Remaining</u>
<i>IT Total</i>	\$153,586.76	\$33,220.55	\$76,698.76	\$76,888.00	50.1%

Building Inspector/Code Enforcement Officer

We have a fairly constant flow of mechanical, electrical and plumbing permits. In perfect world, there would be no need for building inspectors. Yet on close to a daily basis, we are reminded we don't live in that world. While some trades-people would be proud to leave the drywall off the walls and display their work, other seems not to even own a code book and get their continuing education from the local inspectors. We have seen a modest increase in permits of all types increasing since the same time last year. As an example, last year we had five major project construction permits for the whole month of January; so far this year we have had six in the first 9 days. With this trend we see many property owners preparing for the spring construction season. We have been relatively busy with design development consultations. These walk-throughs and meetings prove valuable in not only for the purpose of code compliance, but also provide an opportunity to offer input on construction alternatives to enhance over all construction quality. It is my philosophy to make building owners aware of alternatives that will enhance the quality, function and enjoyment of their property.

Current Issues

- 8 Bay Road - Suspension of Building Permit for due to apparent expansion both vertically and horizontally. Property owner questioned about intended use. Our concern is that the structure appeared to be potentially a second residential unit which would need a variance.
- Moody Point Lubberland Creek Homeowners Association dispute – we are trying to keep as clear of this issue as possible while appropriately responding to citizen complaints – we are keeping the Town Administrator informed of any interactions.
- Working with the Fire Department on safety concerns at Great Bay Woods on Lita Lane. Property Manager has been resistant and has hired counsel. Many of these units are privately owned which creates difficulties with right-of-access for a comprehensive inspection.
- Responding to a number of minor tenant complaints most have been un-enforceable issues. Actionable items are being addressed.
- Removed 7 bandit signs from telephone poles - notified owners of local ordinance prohibiting same

	<u>Budget</u>	<u>Month Exp.</u>	<u>YTD Exp</u>	<u>Amount Remaining</u>	<u>% Remaining</u>
<i>Code Enforcement Total</i>	\$72,908.00	\$9,675.26	\$37,911.71	\$34,996.29	48.0%

Report of the Town Clerk - Tax Collector

	CURRENT YEAR		PREVIOUS YEAR	
	2012-2013		2011-2012	
<u>PROPERTY TAXES</u>				
Total Amount Billed	17,410,059		19,272,516	
Uncollected* - As of Dec. 31	879,435	5.05%	2,964,021	15.38%
Veteran Tax Credits	174,500		182,000	
Eld./Blind/Disable/Energy Exemptions	7,427,100		7,567,100	
Exemptions Resulting Tax Credit	175,799		191,523	
*Due Dates:	12/20/12		2/28/11	
<u>WATER & SEWER</u>				
Water Billed	848,927		808,206	
Sewer Billed	1,135,738		1,014,598	
Total Uncollected - As of Dec. 31	276,860	13.95%	266,295	14.61%
<u>LIENS</u>				
<u>Lien - 2 years prior to Deeding</u>				
Tax Amount Liened	270,860		263,574	
W/S Amount Liened	51,770		57,409	
# Properties Liened	134		123	
Uncollected - As of Dec. 31	231,360	71.71%	177,400	55.27%
<u>Lien - 1 year prior to Deeding</u>				
Tax Amount Liened	263,574		288,675	
W/S Amount Liened	57,409		56,818	
# Properties Liened	123		127	
Uncollected - As of Dec. 31	111,494	34.74%	130,684	37.83%
<u>Motor Vehicle ("MV")</u>				
Revenue - As of Dec. 31	546,150		529,580	
<u>Other Town "Non-MV" Revenue</u>				
Revenue - As of Dec. 31	602,139		582,810	
<u>State NH Revenue (MV, Vitals, Boats, Dogs)</u>				
Revenue - As of Dec. 31	234,290		230,091	

TAX COLLECTOR

- 2012 Tax Delinquency Process begins in February
- 2012 Tax Lien Process begins in March

- 2010 Tax Deeding Process begins in April.
- Tracking numerous Tax-related legislative bills.

TOWN CLERK

- Candidate Filing Period: January 23 - February 1
- No Petition Warrant Articles Received
- 2013 Dog Licenses are being issued
- Tracking a large number of Election and other Town Clerk-related legislative bills.

	<u>Budget</u>	<u>Month Exp.</u>	<u>YTD Exp</u>	<u>Amount Remaining</u>	<u>% Remaining</u>
<i>Town Clerk - Tax Collector Total</i>	\$174,759.00	\$17,100.99	\$77,374.23	\$97,384.77	55.7%

Planning Department

Planning Board Activities

13 Water Street.

The Technical Review committee of the Planning Board met on December 15, 2012 to review plans for the 13 Water Street projects. Several revisions to the plan were recommended and are being made by the Applicant. The application is expected to be on the Planning Board agenda for conditional approval on January 22, 2013.

Owner has filed an application for Community Revitalization Tax Relief Incentive under RSA 79E which has been reviewed by the Planning Department and forwarded to the Town Administrator and Town Council for consideration. The estimated value of the restoration of the FE Lang Blacksmith Shop is \$1,707,390.

Re-zoning Proposal.

Planning Board held three formal public hearings on November 27, December 11, 2012 and January 8, 2013 on a rezoning proposal to change a portion of the B-1 and R-2 Zoning Districts to expand mixed-use functions within the downtown and promote positive economic development. The Planning Board voted unanimously on January 8, 2013 to forward the rezoning proposal to THE Town Council for consideration. Town Planner, Diane Hardy and Val Shelton, Planning Board Chairman are scheduled to appear before the Town Council on January 16, 2013 to present the Board's recommendations.

Rosa's Pit

Following a review of the application for compliance with the Planning Board conditions, the Excavation Permit for the Rosa pit was issued on December 31, 2012.

Fairpoint Communications

Mike Hoffman and Diane Hardy conducted a final inspection of the Fairpoint Communications project involving the installation of generators to assure the proposed plan met the Planning Board's requirements. A certificate of completion has been issued for the project.

Master Plan Update

- The Land Use Committee of the Planning Board and staff meet with the Strafford Regional Planning Commission to continue work on the existing land use chapter of the Master Plan and build-out analysis on December 13, 2013.
- A draft of the Existing Land Use Chapter has been presented to the Committee for a final review before it is forward to the full Planning Board for review in February.

Zoning Board of Adjustment

No formal applications have been filed with the Board; however, the staff has been working with two applicants who will be appearing before the Board in the near future.

Special Projects

Pedestrian Bridge.

Committee met to review a revised design concept to lower the estimated costs of the bridge to bring it into budget. These revisions involve elimination of the elevator and stair tower and replacement with a ramp system. The Committee will meet again on January 17 to review revised cost estimates and more detailed plan. A formal presentation to the Town Council of the progress to date and a stakeholders meeting are scheduled for February 2013.

Macallen Dam Removal.

Project is on hold awaiting additional data from the Town's engineering consultant regarding flood flows which could impact the costs associated with the dam repair scenario. A conference call with project partners is scheduled for January 17, 2013 to review data and determine next steps. Committee is expected to meet in February to resume the consultant selection process.

Tree City Program.

On December 26, 2012, the Town Planner and Town Administrator conducted a tree-planting ceremony prior to the year's end, to maintain Newmarket's status as a Tree City USA. Efforts are underway with the "Linked Together" program to plan an Arbor Day event in April 2013. The Planning staff is preparing the paperwork so Newmarket can be re-certified for the program.

Staff Activities

- Participated in two meetings of the Town Council and Budget Committee related to the FY 2013/2014 budget.
- Attended a presentation in Concord on the NH Community Planning Grant Program which could provide funding to the Town to create land use regulations to encourage further economic development opportunities.

- Staff attended an awards ceremony in Concord on December 12, 2012 recognizing the Town of Newmarket and the Newmarket Mills LLC for their planning efforts related to the Newmarket Mills redevelopment project
- Staff prepared articles for Annual Town Report.

	<u>Budget</u>	<u>Month Exp.</u>	<u>YTD Exp</u>	<u>Amount Remaining</u>	<u>% Remaining</u>
Planning Total	\$144,686.00	\$8,012.95	\$50,751.00	\$93,935.00	64.9%

Finance Department

Department's Primary Function:

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

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

Projects

- W-2 reporting – Our primary focus this week is reconciling payroll for calendar year 2012 in preparation for printing employees W-2’s. We are planning to have W-2’s issued this week or the beginning of next week.
- Personnel manual update – The current version has been verified; however, its format is difficult to update. Therefore, I will propose in the coming month a new numbering system that will allow for efficient changes to the policy.
- 2014 Budget – We will be preparing a draft MS-7, which reports the proposed budget to the New Hampshire Department of Revenue Administration, as well as the Town’s taxpayers. The MS-7 will be updated with actual number figures approved by the Budget Committee.
- Audited Financial Report – The auditors have completed fieldwork and are working on tying up a couple areas of the audit. Specifically, capital assets and other post-employment benefits. The Town has provided all information requested, which we should expect a completed audit report shortly.
- Workers Compensation Audit – Annually, the Town’s workers compensation insurance is audited for accuracy. The Town’s auditors had changed their audit procedures, which resulted in a bill for approximately \$5,000. After many negotiations, we were able to turn the bill into an approximate \$2,800 refund.
- Accounts receivables – We continued our monthly receivable collections efforts. Current efforts include shutting off sales of trash bags to a local hardware store and sending out dunning notices to several companies for the trash bags and police detail. Additionally, we have been contacted by a person who may be brought to small claims court.

Financial Highlights

- Motor vehicle permits for December 2012 are \$488,928 or 53% of budgeted revenues.
- Rooms and meals came in at \$399,257, which is \$64 under our budgeted revenues. Going forward, we are fearful that the State will not have the ability to sustain the current rooms and meals level.

- Ambulance revenue came in at \$64,576, which is 56% of budgeted revenues.
- Water revenues came in at \$409,049, which represents 51% of its budgeted revenues.
- Wastewater revenues are at 75% of our budget. We will keep a watchful eye on this trend.
- Expenditures are at expected levels with the exception of the Water Department. The Water Department is so high because of a capital reserve transfer.
- The Wastewater Department has experienced higher than normal expenditures that are not reflected in the expenditure report, which is due to major repairs of the sewer plant. We are monitoring the Department's building maintenance line, which we expect a future budget adjustment to acknowledge the repairs.

	<u>Budget</u>	<u>Month Exp.</u>	<u>YTD Exp</u>	<u>Amount Remaining</u>	<u>% Remaining</u>
Finance Total	\$207,849.00	\$28,222.29	\$111,652.16	\$96,196.84	46.3%
Human Resources Total	\$1,504,461.00	\$152,158.61	\$775,021.29	\$729,439.71	48.5%



**Town of Newmarket, New Hampshire
Town Council Workshop
January 16, 2013
Town Council Chambers**

- 5. Town Council to Consider Reports from Council Rep Committees:**
- a. Councilor Ed Carmichael: Planning Board
 - b. Councilor Philip Nazzaro: Highway Safety
 - c. Councilor Dan Wright: Conservation Commission
 - d. Councilor Mike LaBranche: CIP/Efficiency Committee
 - e. Councilor Gary Levy: Budget Committee
 - f. Councilor Al Zink: Advisory Heritage Commission
 - g. Councilor John Bentley:

DRAFT

BUDGET COMMITTEE
January 7, 2013
Council Chambers 6:30 p.m.
Final Town Budget Review Session

MEMBERS PRESENT:

Chairman Brian Hart, Vice Chairman Ellen Snyder, Amy Thompson, Jack Fitzgibbon, Russ Simon, Judy Ryan, School Board Representative Linda Mantegani, Town Council Representative Gary Levy, Drew Kiefaber

EXCUSED:

Dana Glennon, Rose-Anne Kwaks, both of whom were under the weather

Chairman Hart opened the meeting at 6:30 p.m., followed by the Pledge of Allegiance.

1. CONFIRMATION OF REMAINING MEETINGS

January 8, 2013, 6:30 p.m. in the Town Hall auditorium. The Committee will finish discussion of the school budget and warrant articles, including the tentative collective bargaining agreement with the teachers.

January 14, 2013, 7:00 p.m. Public Hearing on the school and town budgets. There is a possibility that the Committee will vote after the hearings if they end at an early hour and the full Committee is present.

January 22, 2013, 7:00 p.m. Time set aside for voting if not done after the public hearings.

January 25, 2013 Last day to post items for the Deliberative Session

February 2, 2013 Town Deliberative session at 10:00 a.m. and School Deliberative session at 1:00, both at the High School

2. REVIEW OF TOWN REVENUE FORECASTS

Town Administrator Steve Fournier presented the FY2014 revenue forecasts. Items include all revenues except those from property taxes. Revenues are deducted from appropriations to determine the amount to be raised through taxation. CIPs are plans to use funds, while Capital Reserve Funds are like savings accounts for those plans. Fund balance does not represent cash on hand. Columns for projected revenues for comparison with actual revenues in past years were not included in the hand out. The Town Council is projecting a revenue budget of \$4,696,368. This is a reduction of about \$178,130 from the FY2013 revenue budget of \$4,874,499. The largest amount of revenue comes from licenses, permits and fees. They estimated an additional \$20,000 in motor vehicle registrations from last year. They estimated a reduction in state revenues of \$19,321 from rental and meals tax, which is collected by the state and then doled out to towns by a formula. They also estimated a reduction in the highway block grant. They were trying to budget for services or income from departments closer to actual receipts, and had increased ambulance revenues by \$10,000. They were still trying to get a handle on fluctuations in these receipts, and they could be revised with additional revenues before fall tax rate setting.

Special revenues come from Recreation, Solid Waste and Library and were level funded. During the year they will review the possibility of transferring all but administration in Recreation into a revolving fund, and then look at Solid Waste in an attempt to have revenues more closely match expenditures. Solid Waste has its own Fund Balance at this point, but that will also be reviewed. Monies from Capital Reserve Funds equal the amount in the operating budget, because it is necessary to have revenues to offset expenditures. Town Council had used \$486,000 in FY2013 from Fund Balance to reduce the tax rate. The FY2014 estimate is to use \$286,000, and \$136,000 would come from the proposed warrant article to write off the deficit in the Fire Station/Public Works Building Fund. Wastewater and Water are separate as Enterprise Funds and need their own fund balances for emergencies. Town Administrator Fournier will send the balances in those accounts by email.

Mr. Simon noted that on page one some fees, such as impact fees seemed to be down or not included for FY2014. Town Administrator Fournier said that impact fees in this part of the budget included other fees, and this item had been incorrectly accounted for in 2011. Impact fees from development are not a part of

the operating budget as they are specifically earmarked for certain projects. Interest and penalties on current property taxes was lower at \$27,000 because the trend showed that more taxpayers were paying on time. Building permits were also lower as the figures from 2011-12 included the development of the mill property. Dispatch revenue was down because Newmarket had lost the other two towns as clients. Rents from municipal property show a decrease because the town prefers to sell, not rent property. There is a possibility that the old DPW property will be sold within this fiscal year.

Wastewater and Water should balance between revenues and expenses. The library keeps its revenues for the Library Fund. Recreation is showing increases in revenue, but its revenues are about 40-50% of its expenditures. Revenues from Solid Waste also represent about half of its expenditures and the market for recyclables has dwindled. The alternative would be to eliminate curbside pickup. Neither one of these funds is expected to be cost neutral. There were no revenues for United Technologies estimated for FY2014 for monitoring the town's trash. Mr. Angell will look into this. Town Administrator Fournier said that revenues were estimates and could change by tax setting time when they had more information. The tax rate is set, not including wastewater and water, by reducing appropriations by revenues. The estimated difference to be raised through taxation at this point is \$4,737,034, which is more than last year's number because the Council used an additional \$200,000 from Fund Balance. The estimated tax rate now with the budget shows a 30¢ increase. He said they would probably make that up with passage of some of the warrant articles and by using a larger share of Fund Balance.

3. REVIEW OF PROPOSED WARRANT ARTICLES WITH SPECIFIC PRESENTATIONS ON:

(Bonding Articles Require a 3/5 vote, Articles to Change the Purpose of a Fund Require a 2/3 Vote and Others Require a Simple Majority of Votes by the Town.)

a. T-4: Approval of Collective Bargaining Agreement with New England Police Benevolent Association Local 215

Town Council had recommended the article unanimously, 7 – 0. Agreement is for a 2 year contract with a 1.5% raise totaling \$14,432 in FY2014 and a 2.0% raise in FY2015 totaling \$19,814. The FY2014 amount represents 2¢ of the tax rate. There are no retroactive costs in the contract.

b. T-5: Rescinding the Parking Special Revenue Fund

Town Council had recommended the article unanimously, 6 – 0. (Council Vice Chairman Bentley had been excused from the meeting after the vote on T-4.) The language of the article is dictated by the state and mirrors the original article to create the fund with the addition of the word "rescind." Town Administrator Fournier said he could not change the language of the article. Adding explanatory language to the article would first have to be approved by Town Council. The Budget Committee can only recommend or not recommend articles. There is \$122,000 in the fund which would be returned to fund balance and along with incoming revenues be available for setting the tax rate in the fall. This statement can be added to the Town Administrator's notations. The fund had been created when the town owned a parking lot. Currently, there is little revenue going into the fund, and most is from parking tickets. There were no plans to use the funds.

c. T-6: Correcting a Deficit in the Fire Station/Public Works Facility Building Project Fund

Town Council had recommended the article unanimously, 6 – 0. There is \$1,224,000 in reserve fund balance to make annual payments of \$136,000 per year for 10 years. Passage of the article would eliminate having to transfer funds every year and remove the deficit from the books. Essentially, this is a wash.

d. T-7: Change the Purpose of the Fire Capital Reserve Fund

Town Council had recommended this article unanimously, 6 – 0. Passage of the article would allow the purchase of equipment as well as vehicles. The Ambulance Fund is separate from this. There are usually contributions to this fund every year.

e. T-8: Change the Purpose of the Health Insurance Capital Reserve Fund

Town Council had recommended this article unanimously, 6 – 0. Currently, when the Town Meeting votes on the budget, only the maximum guaranteed insurance rate is known. Often, the actual rate is lower, and the difference between the budgeted and actual rate would be put in this Fund. The Fund could then be used to buffer the impact on the operating budget from possible future rate and plan change increases. Chairman Hart suggested that the word “employees” be changed to “the town” for clarification. Whether or not monies go into this Fund every year would be upon the recommendation of the Town Administrator and vote of the Town Council. Withdrawal from this Fund would show in the revenue budget. Councilor Levy asked if this could be included in the Article. Town Administrator Fournier said he planned Power Point explanations of all the Warrant Articles for the Deliberative Session. After the purpose of the Fund is changed, funding will be a budgetary item.

f. T-9: Creation of Town Revaluation Capital Reserve Fund

Town Council had recommended the article unanimously, 6 – 0. The purpose of the fund is to save for the statistical revaluation that is required every 5 years. This had been in the operating budget, but the state said the money had to be appropriated when the Fund was created. If passed, this will mean a \$40,000 reduction in the operating budget this year, but the remaining amount for revaluation will be in next year’s operating budget. The next revaluation will take place in FY2015, and the \$40,000 for the fund represents ½ of the cost. If the article does not pass, there will be a request for \$80,000 in FY2015 in the operating budget, which would become a contractual obligation for a default budget.

g. T-10: Creation of Charter Commission:

No action is required by the Budget Committee

h. T-2: Issuance of \$2,402,600 Bonds for the Development of the Macintosh Well to Include the Electric Service, Wellhead Development, Piping and Land Purchase:

The original article had been amended by Town Council and a public hearing and vote to recommend the article will be held at 6:00 p.m. on January 14, 2013 before the Budget Committee’s public hearing. Town Administrator Fournier had confirmed with Bond Counsel that if the Article is amended at the Town Council Public Hearing, it does not have to be reposted. There can be no further changes after the Budget Committee makes its recommendations. Councilor Levy asked if they needed to revise the amount in the Article to plan for future system expansions could that be done at the Council meeting on the 14th. Town Administrator Fournier said that the amount could be amended without another Public Hearing.

i. T-1: Issuance of \$14.1M Bonds for the Purpose of Upgrading the Waste Water Treatment Facility

Town Council had recommended the article unanimously, 6 – 0. Water Superintendent Sean Greig made a power point presentation on upgrading the facility to a technology that can remove total nitrogen. Currently, Newmarket’s trickling filter plant discharges 30 mg/L of total nitrogen. The plant does not have the capacity of reducing total nitrogen levels to the EPA discharge limit of 3mg/L or the interim limit of 8mg/L. Even without the EPA limits, the current facility, which was built in 1969 and upgraded in 1985, needs major upgrades. Many of the replacement parts for the system are no longer made. Construction costs for an 8mg/L total nitrogen limit facility are \$14.1M in 2015 dollars with additional annual operating and maintenance costs of \$345,000. Construction costs for additions to meet the 3mg/L total nitrogen limit facility would be an additional \$3.9 in 2015 dollars with additional annual operating and maintenance costs of \$35,000. The facility will operate with electricity.

According to the Administrative Order by Consent, the town has between 1 – 5 years to design, build and operate a facility upgraded to 8mg/L and prepare a non-point source control plan. It is estimated that 70% of nitrogen discharging into Great Bay is from non-point sources. After a positive bond vote in March, the town would have 1 year to design the plant, another 9 months for design approval and bidding and 2 years for construction. The first bond payment would be due in 2017-2018, or FY2018. The town then has between 6 – 10 years to operate the plant at the interim limit of 8mg/L, and to implement a non-point

source control plan. It has been suggested that the plant will discharge 5mg/L without further upgrades, but testing will be done during the interim period. Non-point source obligations are estimated to cost \$1M for tracking and accounting, preparing and then implementing a control plan. In year 10, EPA can extend the 8mg/L limit or require that the town do further treatment to reduce the limit to 3mg/L. This decision would largely depend on the health of the Bay. If further treatment is required, the town would then have another 10 – 15 years to build for additional treatment. While building of the facility would affect rate payers, non-point control costs would most probably affect tax payers.

Newmarket is ranked #1 on the State Revolving loan list and, with passage of the bond, would qualify for a 20 year loan at 2.72% interest with \$250,000 in principle forgiveness for a maximum loan of \$13.66M. This is the last year, and March the last month, that the town qualifies for a Rural Development loan which is based on income levels reported in the 2010 census. The town must have a positive bond vote to apply for the funds. The town would request \$5M and the grant would most likely be between 10 and 30% of that amount. Mr. Greig presented projected sewer rates on capital and operation/maintenance costs if the town began incremental rate increases of \$1.04 for 8 years from the current \$6.70. In 2018, at the time of the first bond payment, the rate would be \$11.90. Rates would then increase more slowly, picking up for additions to the plant, and reach \$16.37 in the year 2030. If the town were to have a one-time increase in the rate when the first bond payment was due, the rate would increase to \$16.26 and level off until additions were required to the facility. In 2026-2027, there would be another spike in the rate to \$18.73 in the year 2030. The third alternative presented would be for the town to first build a 3mg/L limit and not the interim 8mg/L facility. Doing this with a one-time rate increase would show a rate of \$18.55 in year 2017-2018 which would remain the same through 2030.

Currently, the average sewer customer uses 5,700 cubic feet per year and pays a bill of \$406 per year. With the incremental rate increase plan, bills would increase to \$702 at the time of the first bond payment and \$957 by year 2030. If there were no rate increases until the first bond payment was due, bills would then jump to \$951, level off and then jump to \$1,092 when the second state was built. Choosing the option to build a 3mg/L plant with no rate increases until the first bond payment was due would see the average bill escalate to \$1,081 and then level off. Town Council has the authority to set rates. Bonds are structured so that level principle payments are paid, which reduces the amount of the payments every year. Account balances drop with payments.

The last page of the report compared Newmarket's rates and costs for upgrading its facility with area towns. It is expected that other towns will experience similar rate increases. If Newmarket decides to join with another town for a facility, it most likely would be Newfields. Mr. Kiefaber asked if Newmarket would receive an advantage for funding by being the first to pass building the facility. Mr. Greig said last year they had been #3 on the State Revolving Loan list and had been guaranteed 20% loan forgiveness. This year Newmarket is #1 on the list and has been guaranteed 15% loan forgiveness. This was the last year and March the last month that Newmarket was grandfathered in for Rural Development loans and grants, because the town now exceeded the household income criterion. In addition, to reduce costs, Mr. Greig said he intended to reuse as much of the existing infrastructure as possible.

Committee Vice Chairman Snyder asked Mr. Greig to speak about why this was important to do and also to speak about non-point sources. He said it was difficult for him to speak about non-point sources because he did not know what was out there for them to remove. He said the wastewater treatment plant accounted for about 25-30% of the nitrogen problem. He will be working with the state to see what can be done about non-point sources, and the state is currently cataloguing sources from all communities. Once that is complete and he has the information, he can look at what can be controlled. Newmarket is currently putting out 30mg/L of nitrogen, and EPA feels the town should only put out 3mg/L. The Coalition agreed all along that the level should at least be at 8mg/L.

Chairman Hart asked about the technology being used for the new facility. Mr. Greig said this was a tried and true technology which had not been used yet in New Hampshire, but was in use in Connecticut, Massachusetts, Maryland and many other states. It is the 4 stage Barden PHO Process. Mr. Greig said he could the Facilities 201 plan on the web site. In looking at the technology, they had consulted with Cliff Randall, the authority on biological nutrient removal, who reviewed technologies and evaluated plans. He

also had experience in building plants. Once they had narrowed the choices to three, the information was given to the Facilities Committee for its recommendation. Mr. Simon felt the voters would like to know the cost differential between the plan of using a lot of the current plant and building a new plant from scratch. He thought this would be a helpful selling point. Chairman Hart said the town owned land adjacent to the existing plant, and wondered if any of that would be used. Mr. Greig said they would be building on the existing footprint. Ms. Ryan felt it would be helpful to show a comparison between the current nitrogen discharge and the proposed. Mr. Greig will be making the same Power Point presentation at the Deliberative Session. Ms. Snyder asked that he emphasize the importance of the new plant and the impact on the Great Bay. A film of the current facility has been made and along with a question and answer session will be on Channel 13.

Councilor Levy asked about the choice of technology for the plant and referred to Mr. Greig's calling it different. He wondered if other towns in the area were considering the same type of facility. Mr. Greig said that Dover and Durham were adapting to use a similar process and he felt Exeter probably would use a similar process. Portsmouth does not have the space to accommodate this type of facility. Mr. Greig said, for Newmarket, they had looked at future permits, flexibility and cost in making their recommendation. Mr. Greig said that if Newmarket did not keep its agreement, the EPA could fine the town up to \$35,000 a day. Town Administrator Fournier said that this agreement had come after long discussions, and EPA understood the process of the town that this had to go to ballot, and there was a possibility that it would not pass. If Town Meeting did not pass the Warrant Article, they could be required to hold a Special Town Meeting within the year for another vote. In the event of a positive vote at a Special Town Meeting after March, the Rural Development funds would not be available. The Administrative Order by Consent allows Newmarket to implement the plan over time, but with a negative vote, the town would have to implement the 3mg/L limit immediately. Operating costs for other technologies considered along with capital costs were compared over a 20 year period, and the system chosen was the most cost effective. All this information will be available in the facilities report. Operating costs of \$345,000 only include one more staff member; most of the costs are for electricity.

FOLLOW UP ON OUTSTANDING QUESTIONS:

Committee Vice Chairman Snyder said they had asked for figures on heating oil expenses for the library. Town Administrator Fournier will get the information.

5. ADJOURNMENT

Mr. Simon moved to adjourn. Ms. Thompson seconded. Motion carried unanimously and the meeting adjourned at 8:10 p.m.

Respectfully submitted,

Ellen Adlington,
Recording Secretary



**Town of Newmarket, New Hampshire
Town Council Workshop
January 16, 2013
Town Council Chambers**

6. Discussions/Presentations

- a. Restructuring of Impact Fees – Val Shelton

- b. Proposed Amendment to Town Zoning Ordinance: To expand the mixed-use functions within the downtown village area – Diane Hardy

- c. Electric Rate Presentation – Matt Angell



DATE: January 9, 2013
TO: Newmarket Town Council
FROM: Valerie Shelton, Chair of Newmarket Planning Board
SUBJECT: Request to adopt Zoning Ordinance Changes

Dear Councilors,

On behalf of the Newmarket Planning Board, we respectfully request the Newmarket Town Council adopt specific changes to our Zoning Ordinance, which will facilitate an expansion of our commercial tax base with positive fiscal impacts for the community in an effort to help mitigate the ever increasing burden on taxpayers. The proposed zoning changes will also help direct future residential growth of the Town towards the urban center of Newmarket, thus reducing and, in some cases eliminating, the negative impacts the Town has experienced over the past decades through residential sprawl development. After several months of due diligence, public hearings and re-drafting, the Board unanimously recommended the proposed changes be submitted to the Town Council for adoption. Following is a brief summary of the project and highlighted points. I look forward to addressing your questions and thank you for your support in helping to create flexible zoning which can facilitate positive development in our town.

HISTORY:

- I. Limited commercial development has occurred in the B-1 zone. Several conceptual designs have been presented to the Board. However, most would require variances due to current zoning regulations.
- II. 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.
- III. Chapter Six of the Master Plan (Economic Development) identifies Planning Board responsibility to:
 - a. Examine and update the Table of Permitted Uses in the Zoning Ordinance and consider providing more flexibility in the determination of permitted uses.

- b. Assess the development review process and assure that it provides flexibility, fosters a “business-friendly” atmosphere, while encouraging quality development. Modify development regulations, as appropriate, to streamline the permitting process.
- IV. Basis of understanding that Town Council members would support changes to zoning which would grant the Planning Board flexibility to move projects forward that would result in a positive fiscal impact for the town (candidate’s night Q&A).

PROCESS – original estimated project time table: 6 months. Actual: 17 months

- I. Sub-committee formed to evaluate current business zoning districts (B-1, B-2, B-3, M-2) and mixed-use commercial/residential districts (M-2, M-3 and M-4).
 - a. Early determination was to limit focus on downtown access areas to facilitate small projects and urban in-fill (in the B-1 zoning districts north and south of downtown). Move forward small-scale projects in a short time period (6 month goal).
 - b. Economic Development Committee (EDC) will be focused on “high-development” areas of B-2 and portions of B-1 adjacent to Industrial Park; B-3 Route 152 large undeveloped land parcels (1 to 2 years).
 - c. M-4 District (golf course) conversion to commercial development has potential for major impacts to southern corridor entrance and needs extensive evaluation prior to changing current zoning(include with EDC work?).
 - d. M-3 (South Main Street) – development potential dependent on construction of new school. Would revisit this area if that does not occur.
- II. Sub-committee evaluation of existing conditions within the target areas (existing density and use). Findings showed vast majority of properties within the B-1 District are non-conforming lot sizes and non-conforming uses (primarily residential single, duplexes and multi-family).
- III. Evaluation of existing zoning ordinance, dimensional controls and permitted uses which are causing barriers to commercial development. Researched other municipalities’ business zoning regulations and national current land use planning trends.
- IV. Public input. Held three (3) Public Informational Meetings and three (3) Planning Board workshops prior to drafting proposed changes. Held three (3) posted Public Hearings on proposed changes. Modifications made after first two hearings based on public and board input. Direct mail notice was provided to all property owners and abutters. Proposed changes were posted on the Town website and also available through the Planning Department.

Based on public input, the Board voted to reduce the committee's recommended area proposed for rezoning. Properties north of the Lamprey River bridge were eliminated and will remain B-1. Note: A consolidation of multiple existing residential lots and corresponding demolition of existing structures will most likely be required to redevelop this area into commercial uses (ex. previously proposed project for 3 North Main). Extensive upgrades to water and sewer in this area will also be required to support commercial development of any significant impact to the tax base.

SUMMARY:

- I. Underlying planning concept is to facilitate economically viable conversion of under-developed properties through flexible zoning tools. Targeted area is to expand the existing "downtown" M-2 District to adjacent connected areas south along Rt. 108 and west along Elm Street.
 - a. Elm and Washington Streets area. Current zoned B-1. Permits commercial uses which could negatively impact values of adjacent residential properties. Change to M-2 provides:
 - i. Incentive to develop vacant land into additional residential units consistent with neighborhood or as mixed use;
 - ii. Increased housing within the urban setting to support local businesses;
 - iii. Consistency with population growth trends (live-work, walking neighborhoods, public transit).
 - b. Exeter Road area. Currently zoned B-1 and R-2. Change to M-2 provides:
 - i. Opportunity for conversion of existing residential to mixed use development where conversion to commercial use only is not financially feasible;
 - ii. Consistency with existing mixed uses of many properties within this area;
 - iii. Reduced traffic impact which would be caused if properties are redeveloped as "franchise/chain" commercial.
- II. B-1 Permitted Uses. The M-2 permitted uses are being updated to be consistent with B-1 permitted business uses to assure property owners are not losing any existing rights.
- III. Dimensional Controls. Most parcels are non-conforming under B-1 zoning thus prohibiting redevelopment without variances. Dimensional requirements under M-2 and flexible waiver rights will increase the feasibility of commercial projects on these sites.
- IV. Expansion of residential uses. We understand there is significant opposition to expand multi-family dwellings in Newmarket. The targeted areas are currently

comprised of several duplex and multi-family residential buildings. In many cases, these properties are not well maintained. If renovated or expanded to mixed-use the taxable value of the properties would increase significantly without causing an undue burden on the taxpayer. Urban in-fill and mixed-use projects typically do not appeal to families with children. There is also limited impact on public works since no new streets or roads are being built. Additionally, fixed costs for existing water and sewer infrastructure are being allocated across a greater number of users without requiring an expansion of the distribution lines to outlying areas. Concentrating increased housing demands within the urban core will alleviate pressures to continue new residential "sprawl" development in outlying areas. Aging residents will have greater options to live closer to services, shopping, library and public transportation. This opens up opportunities for the re-use of the existing empty-nester single-family housing units for families with children.

- V. Special Use Permit. Key to insuring any new development with residential components or providing waivers to applicants for commercial projects is the requirement for the applicant to demonstrate the proposed project is consistent with the purpose of the district, is suitable for the location proposed, would not cause significant adverse environmental and traffic impact and creates a positive fiscal impact on the town. This is consistent with the zoning changes adopted in order to facilitate the redevelopment of the mills. The project needs to be a win-win for both the developer and the Town of Newmarket.

Enclosures:

1. 01/08/13 Rezoning Memo
2. Map showing area for rezoning
3. Table of Permitted Uses
4. Dimensions Table
5. Zoning Changes
6. Town of Newmarket Zoning Map
7. Original Project Memo – V. Shelton
8. Residential build-out density Table permitted under M-2 Zoning (Not realistic - See Table notes)

Londonderry ordered to hire auditor in response to impact fees fiasco

LONDONDERRY - The town of Londonderry has hired an independent auditor to take a closer look at the town's past two decades of impact fee collections after receiving an order by the Rockingham County Superior Court late last month.

By APRIL GUILMET

Union Leader Correspondent

LONDONDERRY - The town of Londonderry has hired an independent auditor to take a closer look at the town's past two decades of impact fee collections after receiving an order by the Rockingham County Superior Court late last month.

On Dec. 31, Judge Marguerite Wageling ordered the town to hire the auditor. In court documents, Judge Wageling stated that "the Town has been, at best, lackadaisical in their handling and documentation of impact fees . the Court cannot rely upon the Town's representations as to payment amounts, dates and the purpose for which impact fees were used."

Wageling added, "The Court sees a full accounting of the impact fee program to be the only solution to the Town's widespread misfeasance."

As a condition of the court order, the independent auditor will be tasked with a full review of the town's fee collections and expenditures since the time of the program's creation in 1994.

Town officials received the court order Monday, according to a press release issued Tuesday afternoon. This past July, interim town manager William Hart announced that the town was believed to owe up to \$1.3 million in combined impact fees to local developers and property owners, which Hart attributed to improper collection processes.

Hart, the town's police chief, has been serving as temporary town manager since June 2012.

Longtime town manager David Caron had been on a leave of absence due to a family medical issue, but he resigned shortly after the mishandling of the impact fees was revealed. Like many other Granite State municipalities, Londonderry imposes impact fees to help defray the additional costs of the town's capital improvements. Based on the town's records and investigations into its impact fee practices, town officials concluded last summer that the town should refund the impact fees collected for improvements on state highways.

The town's record-keeping, accounting and notification practices also have been revised to ensure that the errors do not happen again. According to Hart, as part of its efforts to remedy the situation, the town has filed a motion in Rockingham County Superior Court seeking guidance on how to return the impact fees. Namely, would the impact fees be returned to those who paid them, or to the current property owners?

Judge Wageling ruled that those who paid the fees would be eligible for refunds, regardless of who currently owns the property. Town officials said there are no plans to appeal the court's decision, and the plan is to comply with the court's guidance in the matter.

Town of Newmarket
Planning Board
Town Hall
186 Main Street
Newmarket, NH 03857



MEMORANDUM

DATE: November 2, 2011
TO: Members of the Newmarket Planning Board
FROM: The Impact Fee Committee
SUBJECT: Report of the Committee

Background

The Impact Fee Committee of the Planning Board was formed in July 2010 to review the Town's impact fee program and investigate possible changes to the current system. The effort was lead by Planning Board Vice Chairman Peter Roy. Planning Board members Val Shelton and Rick McMenimen also volunteered to serve on the committee. This is the report of the Impact Fee Committee, for consideration and discussion by the Planning Board on Tuesday, November 8, 2011.

Over the months, the committee has had the opportunity to review financial reports showing the amount of impact fees taken in by category, prepared by the Finance Department, as well as resolutions of how impact fees have been spent and the report titled "Impact Fee Update" Part 1: Review of Existing System that was prepared by Bruce Mayberry, of BCM Planning LLC on September 12, 2011. Copies of that report have been submitted to the full Planning Board. In addition, the committee met with Mr. Mayberry to discuss his recommendations and gain clarity on some of the issues associated with the Town's impact fee program.

Findings

1. Mr. Mayberry's report indicates the Town of Newmarket has utilized proper reporting procedures and documented expenditures as set forth in RSA 674:21 V. However, there are concerns if impact fees are expended by the Town for "soft costs" for a project, such as engineering and architecture, and the project doesn't go forward to construction, the Town could be held accountable to pay back those "soft costs." In 2007, at the request of the Newmarket School Board, \$159,420 of impact fees were spent for an evaluation of school facility needs and the planning and design of new school facilities at the Rockingham Golf Course. The bond issue for those facilities was not approved by the voters and the improvements were not constructed. Although the School Board continues to plan for future facility needs and some of the data gathered in the earlier effort is of value in

current planning activities, it begs the question of whether those funds will now have to be re-paid with tax payer money because the original facilities were not built.

2. Demographic changes within the Town from 2000 to 2010 showed a 19.7% increase in housing units, yet a decline of 13.2% in resident public school enrollment. The 5-year progression analysis from 2010 to 2020 shows a 15% increase in enrollment. While it is clear that expansion of facilities is needed, school capacity must be created in order to support the continuation of school impact fee assessments. Impact funds cannot be spent on architectural and engineering costs without the construction of facilities.
3. The committee learned from Mr. Mayberry the best use of impact fees is to "recover" expenses after the improvements are made. This eliminates the potential for the misuse of the funds, as may be the case with impact fees which are expended without the physical structure being built or without an expansion in the capacity of facilities in relationship to the funds expended.
4. Water and Sewer impact fees, in the amount of \$146,615, were expended as part of the Main Street Reconstruction project. It is not clear to what extent this expenditure directly resulted in the expansion of existing facilities to accommodate new growth associated with the mill redevelopment, or if the fees were used to upgrade existing facilities, without an increase in capacity.
5. With regards to the recreational impact fee, expenditures have been made for a portion of the cost of the Recreation Master Plan (10%, or \$3,000) and for improvements at Leo Landroche field (\$4,110). It was noted while the money has been expended and the quality and utility of recreational facilities has improved, the actual number of recreational facilities has only been modestly increased with only one new soccer field and one new playground.
6. Section 7.01 of the Town's impact fee ordinance has a provision for the refund of impact fees to the current owner of record, if the fees have not been spent or encumbered for the purpose for which they were collected within six (6) years of the date of payment. A refund is also required if the Town or the School District fails within a six year time to appropriate their pro-rata share of the related public improvement costs. Compliance with this requires careful monitoring on the part of the Town and the School District to ensure capital improvements are implemented in a timely fashion according to the plans. The Town has not had to refund any money to date; however, due to the fact impact fees are paid by the developer upon completion and sale of a structure, the present property owner may not even be aware he might be entitled to a refund, if the facility is not built within six years of the payment of impact fee.
7. The Committee was advised of a change to the enabling RSA in 2004 that takes away "grandfathered" exemptions from impact fees for projects approved prior to the Town's adoption of the Impact Fee ordinance, but not yet constructed. This

raises several questions, such as what is the dollar value of impact fees associated with those grandfathered lots which have since been built on which the Town could potentially collect from the owners and are there capital projects the Town is ready to expend them on? Also, are we giving up our right to these fees in the future if we rescind the Impact Fee ordinance at this time? Given the expense of accounting for impact fees, insuring they are utilized properly, and the legal and financial exposure for not granting appropriate refunds within the six year statutory time, what is the cost to benefit ratio of the Town attempting to collect them? Further, will collection attempts at this time result in legal suits and what impact would that have on any positive benefit?

8. It was the unanimous opinion of the committee the Impact Fee program is “administratively burdensome” and costly for the Town to administer. It requires the projection of future capital needs which is difficult to predict, at best. There is the temptation to use monies collected without proper regard for the rules set out in the RSAs. Such mistakes may obligate the Town to eventually repay those misspent monies, which will impact all tax payers.

Recommendations

For the above reasons, it was the consensus of the Committee the Impact Fee program, as set forth in Section 7.07 of the Newmarket Zoning Ordinance, be repealed. In lieu of the impact fee program, the water and sewer impact fee should be restructured as a system development charge (SDC) as part of a local water and sewer system ordinance or regulation. This would allow more flexible use of the funds. The SDC can be used for recovering equity in the existing system, allow for anticipated capital costs, and permit funds to flow directly to pay for the capital needs of the system. The funds would not be subject to requirements they be returned to the owner if not used within a 6 year period as currently applies to impact fees.

Through the statutes (RSA674:21), the Planning Board also has the power to address additional capital improvement costs through negotiations for off-site improvements, as part of the development review process. This option seems to be far simpler and easier to administer and justify. There are fewer restrictions and far less cumbersome accounting requirements due to a much more easily identified relationship between the cost of the off-site improvement and the benefit to the future property owners.

Repealing of the impact fee program involves amending the Newmarket Zoning Ordinance. The process is outlined in RSA 675:2 and Ordinance #2009/2010-03. Under the latter ordinance, the Planning Board may, upon its own initiative, consider amendments to the Zoning Ordinance and submit recommendations thereon to the Town Council. The Town Council is authorized to amend the Zoning Ordinance following a public hearing. The Planning Board may in its sole discretion hold a public hearing on the proposed amendment before making its recommendation to the Council.

When the economy improves making development feasible again, we may wish to revisit impact fees as a means of having large-scale development compensate for the demand it places on our infrastructure, but for the time being, the impact fee program seems to be an unwieldy and an unnecessary burden on the Town.

We would be happy to answer any questions the Planning Board may have regarding this matter. We look forward to discussing our recommendations with the full Board at the meeting on November 8.

Respectfully submitted,

Peter Roy, Val Shelton and Rick McMenimen

January 18, 2012

Mr. Michael LaBranche, Chairman
Newmarket Town Council
186 Main Street
Newmarket, NH 03857

Dear Mr. LaBranche,

Recently, the Newmarket Planning Board created a sub-committee to review and analyze the appropriateness of Newmarket's impact fee ordinance. To assist in this project, the sub-committee engaged a consultant who specializes in New Hampshire impact fee ordinances. In fact, this consultant helped draft Newmarket's impact fee ordinance some 10 years ago. In the course of this investigation, the sub-committee reviewed all funds withdrawn from the impact fee account. As a result of this process, they learned the School Board of some 3-4 years ago was authorized by the Town Council to spend over \$149,000 of school impact fees for engineering and architectural services for the proposed new school at the golf course.

The new school was never approved by the voters. As a result, it appears that these funds were spent improperly e.g. not in compliance with governing state laws. I am requesting that the Town Council investigate these expenditures and determine if these funds have, in fact, been spent improperly. If so, the impact fee fund should be reimbursed. Failure to do so may leave Newmarket tax payers responsible for these dollars and the town in a position of non-compliance with state RSAs.

Diane Hardy, Town Planner, can provide additional information regarding these expenditures. If necessary, she can also put you in touch with Bruce Mayberry, the consultant who assisted the Planning Board sub-committee in its investigation.

It will be appreciated if you will keep the Planning Board informed of the results of your investigation.

Thank you

John Badger
Chairman, Planning Board

NEWMARKET TOWN COUNCIL – IMPACT FEE REVIEW
AUGUST 15, 2007
Bruce C. Mayberry, Planning Consultant

Impact Fees (RSA 674:21, V)

- Standardized fee assessed to new development only
- Assessed (fee amount fixed) at time of development approval (subdivision/site plan)
- Fee must be proportionate to demand; reasonably related to capital needs
- Cannot be used for upgrades except as required to serve new development
- Existing needs must be paid for with other funds
- Fees used only within the same capital facility category for which fee was assessed
- Non-impact fee share of costs must be appropriated within 6 years of collection
- Otherwise, refund with interest to owner of record (per ordinance 6.11.11)
- Implemented by impact fee ordinance (incorporated into zoning)
- OR for water & sewer utilities, under authority of water or sewer ordinance

Other Capital Improvement Fees: Exactions for Off-Site Improvements

- Applicable to water, sewer, drainage and road improvements only
- For specific improvements necessitated by a particular development
- Authorized within subdivision and site plan regulations
- Time limit for use of funds same as impact fees (6 years to appropriate)

Newmarket Impact Fees: Assessment History

Impact fee study & fee basis: October 23, 2000
 Ordinance adopted: February 7, 2001
 First fees collected: October 25, 2001

Impact fee assessments 10/25/01 through 11/10/2006 (& 68 mos from adoption)

Collected:	\$ 452,505	\$ 80,000 annual avg. 68 mos.
Waived:	\$ 2,521,764	\$ 445,000 annual avg. 68 mos.
Total:	\$ 2,974,269	\$ 525,000 annual avg. potential

85% of potential fee income has been waived due to pre-approved developments; application of fee income has been limited: \$3,500 allocated toward Recreation Master Plan.

Breakdown of assessments to 11/06:

	<u>Collected</u>	<u>Waived</u>	<u>Total Potential</u>	<u>Total Potential/Yr</u>
Schools:	\$263,354	\$ 1,448,971	\$ 1,712,325	\$ 302,175 per yr.
Recreation:	\$ 46,763	\$ 214,919	\$ 261,682	\$ 46,182 per yr.
Sewer:	\$ 87,558	\$ 534,555	\$ 622,113	\$ 109,785 per yr.
Water:	\$ 54,830	\$ 323,319	\$ 378,149	\$ 66,732 per yr.

Fees may constitute recoupment of past investments in capacity to serve new development, used as part of capital budget for future projects, or used to pay debt service on facilities completed which have remaining capacity to serve new development.

Practical use will generally require advance investment to rectify deficiencies and provide capacity for new development, sometimes with debt service. Investment may then be recouped using impact fees. Debt service potentially supportable by annual fee income (without waivers):

	<u>Avg. Annual P & I 1st 10 Yrs of bond</u>	<u>At 5% interest, supports 20-yr bond @ 5% of:</u>
Schools:	\$ 302,000	\$ 3.40 million
Recreation:	\$ 46,000	\$ 0.52 million
Sewer:	\$ 110,000	\$ 1.25 million
<u>Water:</u>	<u>\$ 67,000</u>	<u>\$ 0.75 million</u>
Total:	\$ 525,000	\$ 5.92 million

Review of Existing Fee Basis in Newmarket:

Schools: Add permanent classrooms and capacity; elementary and high school OR
Recoup investment in existing, excess capacity to absorb enrollment growth

Recreation: Expand number of facilities to meet reasonable standards per capita
Significant deficiencies to be addressed based on standards
Match impact fee income @ about 2:1 with other funds to do improvements

WWTF: Recoupment of investment in treatment plant, major interceptors, two pumping
stations, and force mains serving growth areas (based on remaining available
capacity in 2000) plus:

Proportionate share of capacity-related improvements to WWTF, major
interceptors and pumping stations (2020 design capacity)

WTF: Recoupment of investment in Water Treatment Plant capacity for water
production based on planned capacity of system.

Questions to Consider:

1. The capital basis for the fee structure was developed 7 years ago. The cost of facilities has increased substantially since that time.
2. Some fee collections are "aged" to the point where they must be appropriated or refunded if related improvements have not been made. Questions:
3. Have improvements been made to schools to provide capacity to serve new development ?
4. Has the new Recreation Master Plan may have redefined standards and investment objectives; and what progress has been made in rectifying facility deficiencies?
5. Are the proposed uses of impact fees for water and sewer utilities still consistent with the original basis of assessment? Should the system be revised to reflect a new capital basis or system development charge implemented under water and sewer ordinances as an alternative?



Citizens Bank

Town of Newmarket
Impact Fees
186 Main St
Newmarket, NH 03857
Account: 3311832835

12/01/12 to 12/31/12

Interest Current Month: 8.21
Fiscal YTD Interest: 37.88

CC Bindy

Government Banking Support:
(800) 852-8360
Transaction Fax Numbers:
(800) 290-7192

Principal Name	Acct	Beginning Balance	Total Deposits	Total Withdrawals	Period Interest	Ending Balance	YTD Int Paid
PARKS & RECREATION IMPACT FEES							
0.00 R7-10-2 04/16/2002	036940	111.44	0.00	0.00	0.00	111.44	0.01
0.00 R7-10-3 05/28/2002	036943	0.00	0.00	0.00	0.00	0.00	0.02
0.00 R5-62-A 06/18/2002	036947	186.18	0.00	0.00	0.00	186.18	0.05
0.00 R7-10-8 07/29/2002	036950	0.00	0.00	0.00	0.00	0.00	0.03
0.00 R3-32-5 09/18/2002	036953	330.80	0.00	0.00	0.01	330.81	0.07
0.00 R3-32-3 11/8/2002	036957	0.00	0.00	0.00	0.00	0.00	0.04
0.00 R3-32-8 11/22/2002	036961	0.00	0.00	0.00	0.00	0.00	0.02
0.00 U2-118 02/3/2003	036964	0.00	0.00	0.00	0.00	0.00	0.05
0.00 R6-14-9 01/15/2004	036971	0.00	0.00	0.00	0.00	0.00	0.03
0.00 R4-40-14 04/28/2004	036973	0.00	0.00	0.00	0.00	0.00	0.02
0.00 R5-89-1 03/27/2006	036989	0.00	0.00	0.00	0.00	0.00	0.56
0.00 R5-166 04/6/2006	036990	0.00	0.00	0.00	0.00	0.00	0.19
0.00 R7-17-2 05/5/2006	036991	0.00	0.00	0.00	0.00	0.00	0.02
0.00 R4-25-1 07/17/2006	036992	0.00	0.00	0.00	0.00	0.00	0.02
0.00 R4-31-A 07/31/2006	036993	0.00	0.00	0.00	0.00	0.00	0.02
0.00 R4-25-3 08/15/2006	036994	0.00	0.00	0.00	0.00	0.00	0.02
0.00 R5-85 10/31/2006	036995	0.00	0.00	0.00	0.00	0.00	0.02
0.00 R7-17-14 11/10/2006	036996	0.00	0.00	0.00	0.00	0.00	0.02
0.00 R7-17-8 12/11/2006	036997	0.00	0.00	0.00	0.00	0.00	0.02
0.00 R6-49 07/17/2007	036998	0.00	0.00	0.00	0.00	0.00	0.02
0.00 R7-17-9 08/21/2007	036999	0.00	0.00	0.00	0.00	0.00	0.02
0.00 R7-17-3 08/21/2007	037000	0.00	0.00	0.00	0.00	0.00	0.02
0.00 U5-15-2 09/27/2007	037001	0.00	0.00	0.00	0.00	0.00	0.02

To be refunded

Σ(A) = 41,135.10 (including acct #9)



Government Banking Support:
(800) 852-8360
Transaction Fax Numbers:
(800) 290-7192

12/01/12 to 12/31/12
Interest Current Month: 8.21
Fiscal YTD Interest: 37.88

Town of Newmarket
Impact Fees
186 Main St
Newmarket, NH 03857
Account: 3311832835

Principal	Name	Acct	Beginning Balance	Total Deposits	Total Withdrawals	Period Interest	Ending Balance	YTD Int Paid
0.00	U3-152 08/18/2008	037002	460.33	0.00	0.00	0.01	460.34	0.11
0.00	R4-26-3 10/28/2008	037003	281.28	0.00	0.00	0.01	281.29	0.06
0.00	R2-11-24 04/1/2009	037004	279.98	0.00	0.00	0.01	279.99	0.06
0.00	R4-26-2 04/1/2009	037005	279.98	0.00	0.00	0.01	279.99	0.06
0.00	U3-145-304 09/30/2009	037006	217.54	0.00	0.00	0.01	217.55	0.06
0.00	R7-4-2 03/15/2011	037007	276.54	0.00	0.00	0.01	276.55	0.06
0.00	R2-20-1 08/16/2011	037008	276.24	0.00	0.00	0.01	276.25	0.06
0.00	R6-28 10/24/2011	037009	408.71	0.00	0.00	0.01	408.72	0.08
0.00	R4-68-2 01/19/2012	037010	276.18	0.00	0.00	0.01	276.19	0.06
0.00	R7-17-12 01/25/07	037087	309.32	0.00	0.00	0.01	309.33	0.06
0.00	R6-11-1A 05/05/06	037102	197.34	0.00	0.00	0.00	197.34	0.05
0.00	R4-68-6 08-21-2012	037163	276.03	0.00	0.00	0.01	276.04	0.04
0.00	U2 366A 09/19/2012	037174	10,602.87	0.00	0.00	0.29	10,603.16	1.16
0.00	U2 366A 11/1/2012	037344	20,646.51	0.00	0.00	0.57	20,647.08	1.08
0.00	R4-48 1-20-2012	037378	3,418.01	0.00	0.00	0.09	3,418.10	0.10
0.00	R4-68-1 12-6-2012	037400	0.00	276.00	0.00	0.00	276.00	0.00
0.00	Total PARKS & RECREATION FEES		38,835.28	276.00	0.00	1.07	39,112.35	4.41
<i>A 37977.25 available.</i>								
PUBLIC WORKS								
0.00	R5-85 10/31/2006	037023	0.00	0.00	0.00	0.00	0.00	0.10
0.00	U5-15-2 09/27/2007	037024	0.00	0.00	0.00	0.00	0.00	0.10
0.00	U4-11-1 03/27/2008	037025	0.00	0.00	0.00	0.00	0.00	0.12
0.00	U3-152 08/18/2008	037026	0.00	0.00	0.00	0.00	0.00	0.20
0.00	U3-145-304 09/30/2009	037027	0.00	0.00	0.00	0.00	0.00	0.04



Town of Newmarket
 Impact Fees
 186 Main St
 Newmarket, NH 03857
 Account: 3311832835

12/01/12 to 12/31/12
 Interest Current Month: 8.21
 Fiscal YTD Interest: 37.88

Government Banking Support:
 (800) 852-8360
 Transaction Fax Numbers:
 (800) 290-7192

Principal	Name	Acct	Beginning Balance	Total Deposits	Total Withdrawals	Period Interest	Ending Balance	YTD Int Paid
0.00	U3-145-401 09/30/2009	037028	0.00	0.00	0.00	0.00	0.00	0.02
0.00	U3-145-404 09/30/2009	037029	0.00	0.00	0.00	0.00	0.00	0.02
0.00	U3-145-501 09/30/2009	037030	0.00	0.00	0.00	0.00	0.00	0.02
0.00	U3-145-504 09/30/2009	037031	0.80	0.00	0.00	0.00	0.80	0.02
0.00	U2 366A 09/19/2012 2013	037176	28,506.33	0.00	0.00	0.79	28,507.12	3.12
0.00	U2 366A 11/1/2012	037346	35,150.87	0.00	0.00	0.97	35,151.84	1.84
0.00	Total PUBLIC WORKS water		63,658.00	0.00	0.00	1.76	63,659.76	5.60

Cautionable

SCHOOL IMPACT FEES

0.00	R6-14-9 01/15/2004	036890	0.00	0.00	0.00	0.00	0.00	0.31
0.00	R4-40-14 04/28/2004	036892	0.04	0.00	0.00	0.00	0.04	0.22
0.00	R4-25-9 06/21/2004	036896	0.04	0.00	0.00	0.00	0.04	0.22
0.00	U3-145 03/9/2005	036904	1,817.05	0.00	0.00	0.05	1,817.10	0.37
0.00	R7-17-5 06/23/2006	036921	0.00	0.00	0.00	0.00	0.00	0.43
0.00	R4-25-1 07/17/2006	036922	0.00	0.00	0.00	0.00	0.00	0.43
0.00	R4-31-A 07/31/2006	036923	0.00	0.00	0.00	0.00	0.00	0.43
0.00	R4-25-3 08/15/2006	036924	0.00	0.00	0.00	0.00	0.00	0.43
0.00	R5-85 10/31/2006	036925	0.00	0.00	0.00	0.00	0.00	0.43
0.00	R7-17-14 11/10/2006	036926	0.00	0.00	0.00	0.00	0.00	0.43
0.00	R7-17-8 12/11/2006	036927	0.00	0.00	0.00	0.00	0.00	0.43
0.00	R6-49 07/17/2007 2013	036928	3,425.91	0.00	3,425.91	0.00	0.00	0.64
0.00	R7-17-9 08/21/2007	036929	3,582.77	0.00	3,582.77	0.00	0.00	0.65
0.00	R7-17-3 08/21/2007	036930	3,582.77	0.00	3,582.77	0.00	0.00	0.65
0.00	U5-15-2 09/27/2007	036931	3,574.98	0.00	3,574.98	0.00	0.00	0.65
0.00	R4-26-3 10/28/2008 2014	036932	3,452.87	0.00	3,452.87	0.00	0.00	0.64

To be refunded



Town of Newmarket
Impact Fees
186 Main St
Newmarket, NH 03857
Account: 3311832835

12/01/12 to 12/31/12

Interest Current Month: 8.21
Fiscal YTD Interest: 37.88

Government Banking Support:
(800) 852-8360
Transaction Fax Numbers:
(800) 290-7192

Principal	Name	Acct	Beginning Balance	Total Deposits	Total Withdrawals	Period Interest	Ending Balance	YTD Int Paid
0.00	R2-11-24 04/1/2009	036933	3,446.94	0.00	3,446.94	0.00	0.00	0.64
0.00	R4-26-2 04/1/2009	036934	3,446.94	0.00	3,446.94	0.00	0.00	0.64
0.00	U3-145-304 09/30/2009	036935	686.56	0.00	686.56	0.00	0.00	0.12
0.00	R7-4-2 03/15/2011	036936	3,422.68	0.00	3,422.68	0.00	0.00	0.63
0.00	R2-20-1 08/16/2011	036937	3,420.16	0.00	3,420.16	0.00	0.00	0.63
0.00	R6-28 10/24/2011	036938	817.74	0.00	817.74	0.00	0.00	0.15
0.00	R4-68-2 01/19/2012	036939	3,419.87	0.00	3,419.87	0.00	0.00	0.63
0.00	R7-17-12 01/25/07	037086	0.00	0.00	0.00	0.00	0.00	0.43
0.00	R6-11-1A	037101	2,360.73	0.00	2,360.73	0.00	0.00	0.58
0.00	R4-68-6 08-21-2012	037164	3,418.35	0.00	3,418.35	0.00	0.00	0.35
0.00	U2 366A 09/19/2012	037173	28,237.29	0.00	14,818.73	0.62	13,419.18	2.91
0.00	Total SCHOOL IMPACT FEES		72,113.69	0.00	56,878.00	0.67	15,236.36	15.07
SCHOOL/SCHOLARSHIP-TRUST-FUNDS: School Impact Fees								
0.00	U2 366A 11/1/2012	037343	54,983.37	0.00	0.00	1.52	54,984.89	2.89
0.00	R4-48 1-20-2012	037379	276.00	0.00	0.00	0.01	276.01	0.01
0.00	R4-68-1 12-6-2012	037399	0.00	3,418.00	0.00	0.04	3,418.04	0.04
0.00	Total SCHOOL/SCHOLARSHIP TRUST FUNDS		55,259.37	3,418.00	0.00	1.57	58,678.94 + 13,419.98	2.94
SEWER/SEWER FUNDS								
0.00	U5-15-2 09/27/2007 2013	037013	1,388.70	0.00	0.00	0.04	1,388.74	0.30
0.00	U4-11-1 03/27/2008 2014	037014	1,643.71	0.00	0.00	0.04	1,643.75	0.35
0.00	U3-152 08/18/2008	037015	2,919.84	0.00	0.00	0.08	2,919.92	0.62
0.00	U3-145-304 09/30/2009 2015	037016	744.78	0.00	0.00	0.02	744.80	0.15



Town of Newmarket
 Impact Fees
 186 Main St
 Newmarket, NH 03857
 Account: 3311832835

12/01/12 to 12/31/12
 Interest Current Month: 8.21
 Fiscal YTD Interest: 37.88

Government Banking Support:
 (800) 852-8360
 Transaction Fax Numbers:
 (800) 290-7192

Principal	Name	Acct	Beginning Balance	Total Deposits	Total Withdrawals	Period Interest	Ending Balance	YTD Int Paid
0.00	U3-145-401 09/30/2009	037017	266.94	0.00	0.00	0.01	266.95	0.06
0.00	U3-145-404 09/30/2009	037018	266.94	0.00	0.00	0.01	266.95	0.06
0.00	U3-145-501 09/30/2009	037019	266.94	0.00	0.00	0.01	266.95	0.06
0.00	U3-145-504 09/30/2009	037020	266.94	0.00	0.00	0.01	266.95	0.06
0.00	U2 366A 09/19/2012	037175	47,440.83	0.00	0.00	1.31	47,442.14	5.14
0.00	U2 366A 11/1/2012	037345	58,535.45	0.00	0.00	1.61	58,537.06	3.06
0.00	Total SEWER SEWER FUNDS		113,741.07	0.00	0.00	3.14	113,744.21	9.86
	Grand Totals for Account 3311832835		343,607.41	3,694.00	56,878.00	8.21	290,431.62	37.88

Over. lable

Town of Newmarket
Office of the Town Planner
Town Hall 186 Main Street
Newmarket, NH 03857



MEMORANDUM

DATE: January 9, 2013

TO: Steve Fournier, Town Administrator and members of the Newmarket Town Council

FROM: Diane Hardy, Town Planner

Subject: Rezoning Proposal from the Planning Board

At their meeting on Tuesday, January 8, 2013, the Planning Board voted unanimously to recommend that the Town Council make the following amendments to **Title III: Land Use Code and Regulations, Chapter IV: Zoning Ordinance**. The purpose of these amendments is to expand the mixed-use functions within the downtown village area and reinforce its pedestrian scale and historic character. The proposed amendments are summarized below:

Chapter VI: Zoning Ordinance

- A. **Section 1.04 Zoning Map** – Change a portion of the B-1 and R-2 Zoning Districts to an M-2 classification.
- B. **Section 1.09 Special Use Permits** – Amend to allow multi-family residential and mixed-use development with three or greater residential units within the M-2 Zoning District by Special Use Permit granted by the Planning Board.

- C. **Section 2.02 M-2 District** – Modify purpose, standards and provisions pertaining to parking, setbacks, permitted uses, and height restrictions, and incorporate the provisions of the current Section 5.08 Downtown Commercial Overlay District which promote street level commercial space. Delete Section 2.02 (C) in its entirety. (The Planning Board voted that the contents of Section 2.02 © be moved to “**Chapter VI: Site Plan Regulations,**” by adding a new Section 3.22 titled “Design Standards for M-2 District.”)
- D. **Dimensions Table:** Modify to reduce the height restriction in the M-2 District from 50 to 35 feet and add a clarifying footnote.
- E. **Table of Permitted Uses:** Add additional permitted uses in the M-2 and B-1 District and clarifying footnotes.
- F. **Section 5.08 – Downtown Commercial Overlay District** – Delete it in its entirety.
- G. **Section 7.02 Mixed Use Development** – Revise standards.

Chapter IV: Zoning Ordinance

SECTION 1.04 ZONING MAPS. (SEE ATTACHED MAP)

1. Amend the “Zoning Map for the Town of Newmarket” 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 Attached Table)

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 Attached Table)

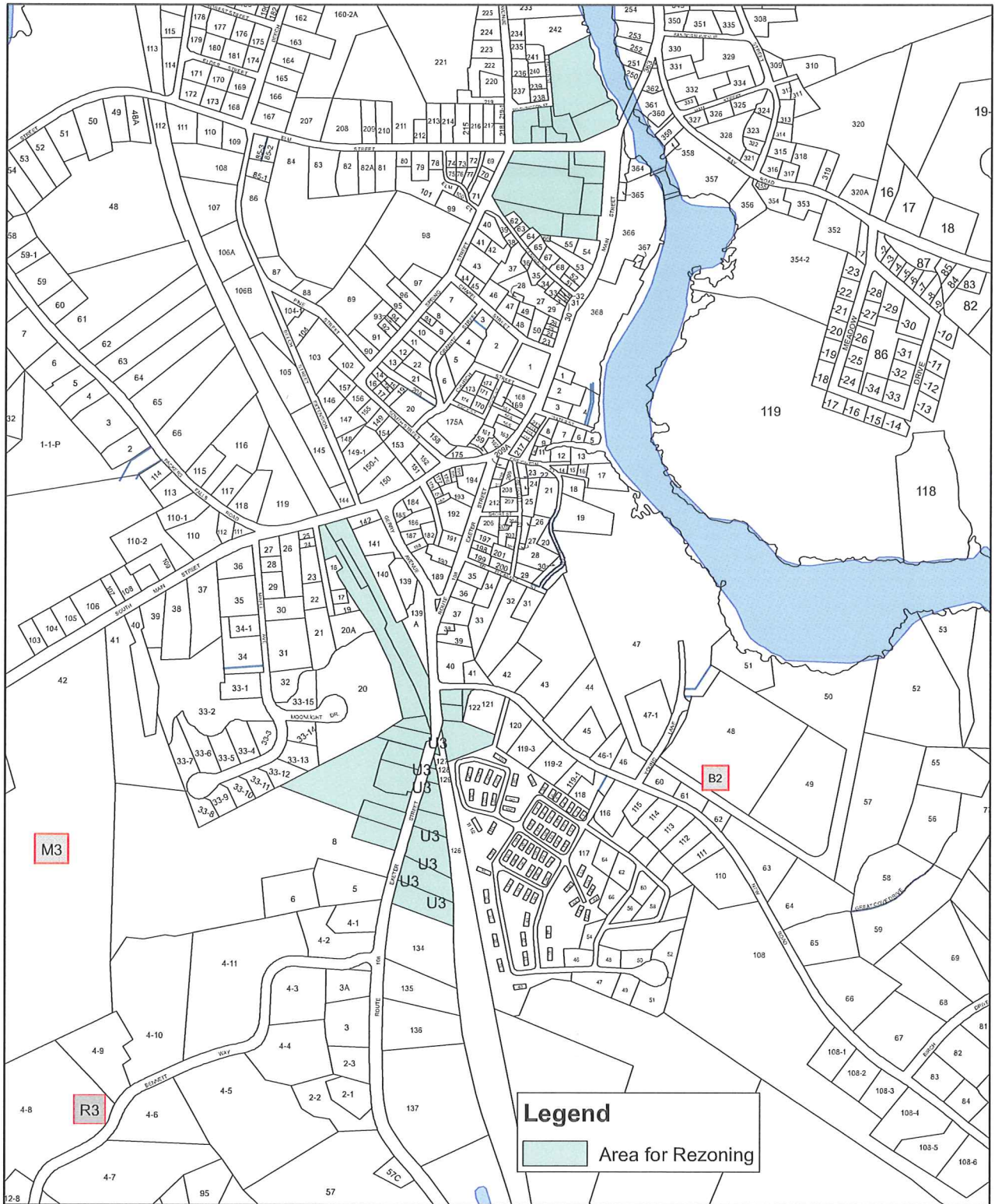
1. *Change the Maximum Structure Height in the M-2 Zone from “50”to “35” feet.*
2. Add a Footnote 2. to **Dimensions Table** that states “The Planning Board may waive the road setbacks, side and rear setbacks and height restrictions within the M-2 District to match the conformity of adjacent buildings,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

SECTION 7.02 MIXED USE DEVELOPMENT.

1. *Delete Paragraph (B) which states Residential Only. There shall be no more than one residential structure per lot.*
2. *Delete Paragraph (C) which states “Residential Density shall be one unit less than the maximum permitted residential density for the district when non-residential uses are included.”*



Route 108 Corridor - Newmarket

Town of Newmarket
 Office of the Planning Board
 186 Main Street, Newmarket NH 03857
 www.newmarketnh.gov
 603-659-8501

0 250 500 1,000 Feet



TABLE OF PERMITTED USES – Uses checked are permitted by right

USE	M1	M2	M3	M4	B1	B2	B3	R1	R2	R3	R4
Single family res. including manufactured housing								X	X	X	X
Single family residential excluding manufactured housing		X	X	X							
Duplex residential		X								X	X
Multi-family residential	X 3	X 6									
Student housing Delete entire line											
Age-restricted housing (elderly)	X	X	X					1	1	1	
Residential home care facility			X								
Nursing home		X							X	X	
Day care (any size)	X	X	X	X	X						
Family group child day care								X			
Family child day care									X	X	
Bed & breakfast		X	X	X				X	X	X	X
Hotel	X	X	X	X	X	X	X				
Conference center	X										
Indoor and/or outdoor recreation facility		X	X	X	X	X	X	X			
Golf course				X				X			
Country club				X				X			
Health club	X	X			X	X	X			X	
Marina	X	X									
Retail	X	X	X		X	X	X			X	
Office	X	X			X	X					
Studio	X	X	X	X	X						
Service	X	X			X						
Restaurant	X 4	X		X	X						
Lounge	X	X		X	X						
Wholesale	X	X		X	X				X	X	
Warehouse	X				X	X	X		X	X	
Light manufacturing	X 5	X			X	X	X		X	X	
Manufacturing						X	X		X	X	
Research & development	X 5	X			X	X	X		X	X	
Automotive repair		X			X						
Commercial amusement		X			X						
Civic use	X	X			X						
Cultural use	X	X			X						
Place of assembly	X	X			X						
Education facility	X	X			X					X	
Commercial excavation						X			X	X	X
Forestry & agriculture, including animal husbandry								X	X	X	
Forestry & agriculture, excluding animal husbandry			X	X	X						
Fraternal organization		X			X					X	
Flexible use development							2				
Office complex		X			X		X				
Mixed Use Development	X 7	X 6, 7	X 7	X 7	X 7						

1. See § 7.05 Affordable Elderly Housing for individual district limitations and requirements.

2. See B3 District for Requirements for Condition Use Permit.
(Amended: March 3, 2004).
3. See M-1 District for Requirements for Special Use Permit allowing multi-family residential use only as part of a Mixed Use Mill Redevelopment, Section 2.01 (B) (2).
4. No drive-through restaurants are allowed.
5. Only light manufacturing and research and development uses, limiting the hours of operation to between 7 a.m. and 7 p.m.
6. 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).
7. See Section 7.02 for requirements for Mixed Use Developments.

(Editorial note: Amended 11/19/08 – Added multi-family use to M1 & Footnote 3
Removed student housing use from M1
Removed nursing home from M1
Removed commercial amusement from M1
Added Footnote 4
Added Footnote 5

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	5035	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 To Residential District Boundaries	Feet
To Residential Uses	75
	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).

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) 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.

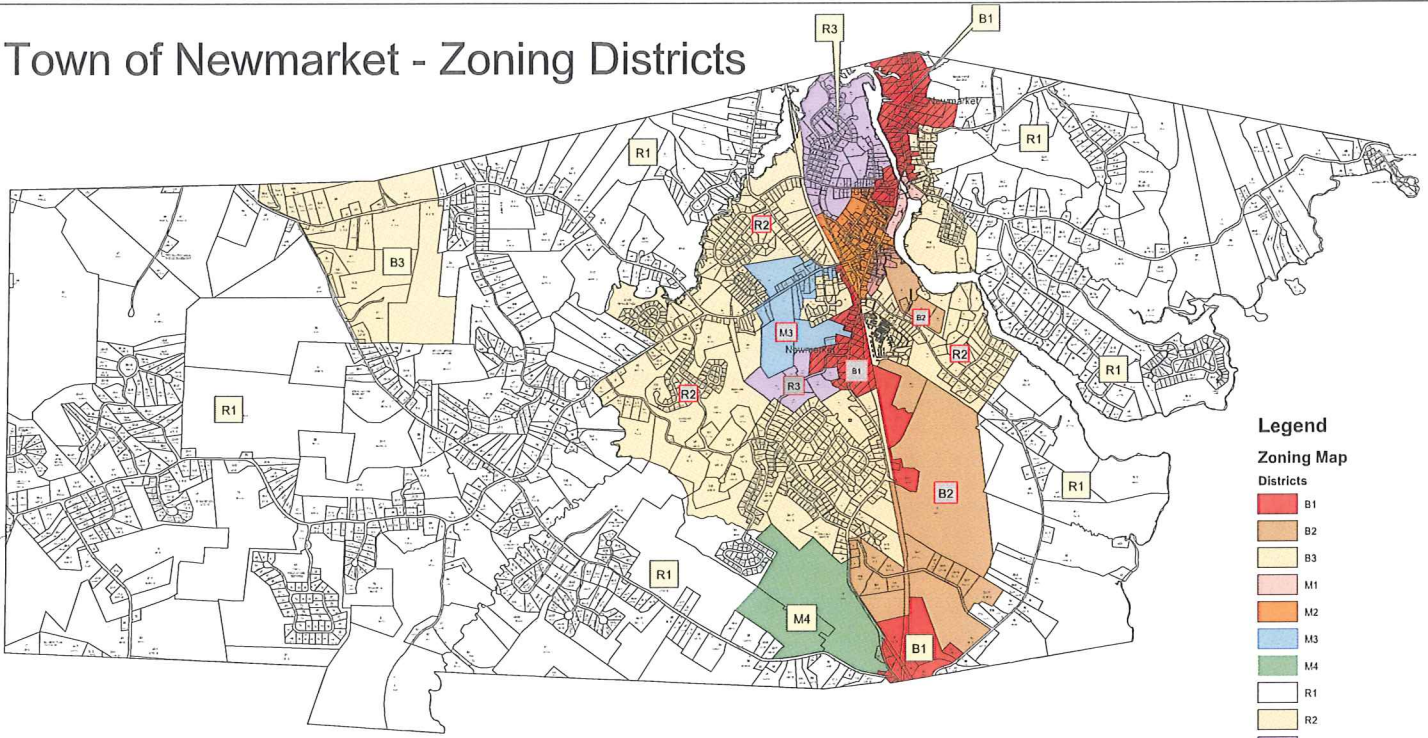
Mixed Use Redevelopments within the M-1 District are subject to the Special Use Permit requirements as set forth in § 2.01 (B) (2) (b). (Editorial Note: Amended 11/18/09)

(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

Town of Newmarket - Zoning Districts



- Legend**
Zoning Map
- Districts
- B1
 - B2
 - B3
 - M1
 - M2
 - M3
 - M4
 - R1
 - R2
 - R3
 - R4



Town of Newmarket
Office of the Planning Board
186 Main Street, Newmarket NH 03857
www.newmarketnh.gov
603-659-8501

Residential Build-Out Density Under M-2 Zoning

	Acreage	SQ FT2	MAP	Tax Map/Parcel	Frontage	Allowed	Existing	Potential
						Units by Lot		
						Size	Units	
1	0.636	27688.1	U2	U2-56-B	100	3	0	3
2	1.549	67455.4	U3	U3-138-1	107	9	0	9
3	1.612	70201.5	U3	U3-138	193	9	0	9
4	0.174	7582.4	U3	U3-123	108	1	1	0
5	0.177	7718.7	U3	U3-124	78	1	1	0
6	0.212	9233.6	U4	U4-15	0	1	0	1
7	0.725	31559.8	U3	U3-125	34	4	2	2
8	0.374	16277.3	U4	U4-14	92	2	1	1
9	2.398	104460.0	U4	U4-11	94	14	0	14
10	0.022	964.9	U3	U3-127	0	0	1	0
11	0.570	24844.4	U4	U4-12	0	3	0	3
12	0.023	985.3	U3	U3-128	0	0	1	0
13	0.074	3206.9	U3	U3-129	67	0	2	0
14	0.315	13722.9	U3	U3-130	136	1	1	0
15	0.406	17664.2	U4	U4-10	84	2	1	1
16	0.304	13237.7	U3	U3-131	81	1	2	0
17	0.517	22525.4	U4	U4-9	100	3	1	2
18	0.767	33425.4	U3	U3-132	145	4	5	0
19	0.681	29649.2	U3	U3-133	111	4	3	1
20	0.748	32590.2	U3	U3-134-1	115	4	0	4
21	0.409	17813.4	U4	U4-13	97	2	2	0
22	0.266	11579.3	U2	U2-248	70	1	2	0
23	0.139	6058.5	U2	U2-244	0	0	1	0
24	0.394	17167.6	U2	U2-245	154	2	1	1
25	0.123	5359.4	U2	U2-246	68	0	3	0
26	0.128	5591.3	U2	U2-247	97	0	2	0
27	0.457	19901.3	U2	U2-60-A	267	2	0	2
28	1.778	77471.0	U2	U2-61	182	11	0	11
29	1.728	75251.3	U2	U2-243	243	10	0	10
30	0.601	26172.0	U2	U2-249	216	3	8	0
31	0.313	13622.5	U2	U2-60-B	78	1	0	1
32	0.228	9922.4	U2	U2-59	66	1	0	1
33	0.346	15087.3	U2	U2-57	150	2	0	2
34	0.452	19676.3	U2	U2-56-C	119	2	0	2
35	0.174	7582.4	U3	U3-123	108	1	1	0
36	0.177	7718.7	U3	U3-124	78	1	1	0
37	0.725	31559.8	U3	U3-125	34	4	4	0
	20.719					109	47	80

Note: M-2 Density allows 6 units/acre.

Lots with excess units over allowed are grandfathered (18 units).

Buildout assumes that there are no current encumbrances on the lot and lot would be totally developable to support the permitted residential density. Lot configuration, dimensional controls, access, parking requirements, restrictions on 1st floor residential, etc. would actually prohibit an increase of 80 additional units within the expanded district.

Town of Newmarket Electric Rate Presentation



PRESENTED BY MATTHEW ANGELL,
ACTING FINANCE DIRECTOR
JANUARY 16, 2013

Understanding the Town's Electric Rates

- Contracts – The Town contracted with NextEra Energy Services, LLC (“NextEra”) to provide its electricity needs. Regardless of who provides electricity, the Town pays PSNH to transmit the electricity.
- Accounts – 35 electricity accounts are with NextEra. 2 accounts are with PSNH.
- Usage – Average monthly usage is just over 124,000 kWh.

Contracts

- Contract by date:
 - Sept. 28, 2011 – Town Administrator entered into the first contract with NextEra for the largest accounts at a rate of \$0.07455 per kWh. The contract began in December 2011 for a 12-month period. High usage accounts included in this contract are:
 - ✦ Street lights,
 - ✦ Well pump stations,
 - ✦ Police Station, Library, Town Hall, Fire Station/DPW garage, and Treatment plant.

Contracts (Continued)

- January 25, 2012 – Town Administrator entered into the second contract with NextEra for an additional 21 accounts at a rate of \$0.07207 per kWh. The contract began in February 2012 for a 10-month period. An example of accounts included in this contract are:
 - ✦ Storage sheds,
 - ✦ Old Wadleigh Falls Rd. water pump station,
 - ✦ Dam gates,
 - ✦ And others.

Contracts (Continued)

- May 24, 2012 – Town Administrator entered into the third contract with NextEra to renew all of the accounts at a rate of \$0.07075 per kWh. The contract began in December 2012 for a 12-month period.
 - ✦ This contract affects fiscal year 2013 and the first half of fiscal year 2014.

Accounts/Usage Analysis

- The Town saved \$9,776 over a 10-month period (Dec. 2011 through Sept. 2012) when comparing NextEra rates with PSNH rates.

Newmarket School District

- The School District approached the Town for a combined electric rate bid.
- Its agreement currently runs month-to-month with variable electric rates.

Comparison of School District Rates to Town Usage

- The School District electricity provider confirmed that it would have extended the same rates for the same period to the Town.
- The provider questioned our street light usage was at a higher rate, when it should arguably be at the much lower night differential.

Comparison of School District Rates to Town Usage (Continued)

- If the Town had used the School District's provider, the Town would have saved an additional \$16,993 over the same 10-month period (this does not include street lights being charged at the night rate).

Going Forward

- At the next meeting, I will ask the Town Council for permission to renegotiate rates with the current provider, authority to break the current contract, and authority to go out to bid with the School District for electric rates.
- Any results from negotiations will be reaffirmed by the Town Council.

Questions?

Town of Newmarket
Electricity Consumption Analysis

W/P Ref	Account Number	Location	Service Reference	Meter Number	Oct-11	Nov-11	Dec-11	Jan-12	Feb-12	Mar-12	Apr-12	May-12	Jun-12	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	
ELE-1000.201	56067041079	S. Main St.	177401000	G36038757	76.6	5.4	24	30	48	58	165	10	170	220	83	73				
ELE-1000.202	5612631010	Water Dept., 101 Exeter Rd.	793301001	G17782451	1479.8	117.8	842.4	872.4	532.4	291	52.9	30	321	300	290	300			310	
ELE-1000.203	56139551006	Granite St., Lt 1	913111007	D91713007	23	16	18	20	18	21	12.8	18	19	19	21					
ELE-1000.205	56170941082	Dam Gates, Bay Rd.	788111003	D29101468	0	0	0	0	57	190	192.1	145.9	355	135	9	0				
ELE-1000.204	56283290021	4 Packers Falls Rd.	134460002	D82560135	694.4	465.6	770	1160	1060	900	1170	650	450	480	190	520				
ELE-1000.207	56291474039	Public Works Department	707492004	S47247219	346	113	122	118	70	49	58.6	33.4	43	162	102	162				
ELE-1000.206	56296931000	Storage Shed, Elm St.	244401001	G91277696	0	0	0	0	9	23	26.9	81.1	140	78	70	49				
ELE-1000.210	56507551077	Exeter Rd.	280711008	D91715137	62.7	42.3	51	53	54	50	65.1	43.9	62	53	51	55				
ELE-1000.209	56316551084	Railroad St.	362711005	S32278155	306.2	27.8	150	163	128	116	204.9	18.1	102	122	128	149				
ELE-1000.208	56352690051	Salmon St.	538760002	G66281762	1202.9	750.1	936	1035	881	801	1935	1050	1044	855	1026	1188				
ELE-1000.219	56403151087	Water St.	479211008	S26623322	527.2	420.8	439	332	330	268	300.3	211.7	312	401	446	537				
ELE-1000.218	56439215086	Public Works Department	005503002	S59847294	486.6	166.4	216	196	117	92	104.6	73.4	110	159	155	239				
ELE-1000.217	56483741062	Elm St.	516011003	G75387746	910.5	592.5	636	536	512	422	490.2	321.8	467	562	626	684				
ELE-1000.216	56572451037	Exeter Rd.	705511008	G67645142	513.5	334.5	369	337	291	233	260.3	174.7	283	294	283	414				
ELE-1000.215	56648741041	Nichols Ave.	097901002	G89541665	937.7	618.3	648	576	576	456	531.5	333	504	600	672	760				
ELE-1000.214	56653021008	Sewer Dept., Bay Rd.	630050007	W9570206	2469.9	1544.1	2061	2133	1658	1521	1156.5	607.5	711	603	1366	1809				
ELE-1000.213	56693474090	140 Main St.	630592007	G90449574	1143.6	848.4	948	876	756	612	696	460	720	760	876	1044				
ELE-1000.212	56653601096	209 S. Main St.	623123004	G23123004	614.1	25.9	160	180	200	520	2122.1	117.9	1680	1520	1160	1000				
ELE-1000.211	56683601033	Sawall Well, Wadleigh Falls Rd.	960770004	G15109921	1953.3	1827	10560	11600	9540	9740	20190.1	1089.9	12660	11620	9520	10000				
ELE-1000.220	56793601093	Booster Station, Felton Dr.	948870004	W62623824	1953.4	158.6	1152	1260	1128	456	740.5	39.5	462	432	372	760			1284	
ELE-1000.221	5694551078	Wadleigh Falls Rd.	290711009	S40743741	1458	142	840	990	890	800	1187.2	52.8	470	360	500	670				
ELE-1000.222	56963751045	O Gerry Ave.	714623009	D94321708	1119.2	96	558	557	445	396	630.7	53.3	364	407	425	518				
ELE-1000.224	56174141069	Police Station, 70 Exeter St.	892501000	S65930058	11468.3	1051.7	6280	6960	5920	6720	13568.9	1271.1	8440	9040	7080	6480				
ELE-1000.223	56176421014	Cedar St.	092480005	G17931594	2242.3	1507.7	1950	2260	2060	1750	1817.5	1042.5	1240	1300	1280	1120				
ELE-1000.226	5624851069	Terrace Drive	363501005	W01599494	11393.4	1006.6	5500	6240	5540	6040	15692.8	947.2	11760	10480	6000	5840				
ELE-1000.229	56336041041	Newmarket Public Library, 1 Elm St.	730401002	S35692530	4253.2	2666.8	3640	3900	3360	3000	3560	5970	5190	6440	5400	4680	4200			
ELE-1000.225	56430741074	Newmarket Sewer Dept., Young Ln.	133011005	G53306669	22174.6	1245.4	17090	15480	12720	8560	18459.5	620.5	7900	8360	7080	8220			9860	
ELE-1000.227	56624931010	Newmarket Town Hall, 182 S. Main St.	324401001	S57726392	10632.2	987.8	5440	5720	5360	5800	12948.3	1251.5	3200	2400	2400	3000				
ELE-1000.228	56916621071	Treatment Plant, Packers Falls Rd.	230950002	G17803699	3213.7	2586.3	3000	2600	2600	2200	2958.5	2241.5	3300	2400	2400	3000				
ELE-1000.230	5691102055	Fire Station/DPW Gar, 4 Young Ln.	733333000	S57726393	1432.3	1077.7	1190	1110	960	790	883.3	616.7	930	980	1120	1360				
ELE-1000.232	56994601056	Bennett Well, Wadleigh Falls Rd.	777770007	S60063654	16018.6	2851.4	9610	9390	9040	7940	14025.7	2494.3	9710	8850	8580	8510				
ELE-1000.200	8001085-01-3-1	Street Lights			8450	8456	9456	8353	7624	6680	5625	5539	5625	6303	7347	8111				
ELE-1000.200	8001545-01-7-6	Street Lights			31400	42300	41200	42400	35600	28900	30400	30500	31200	32100	27000	30300				
ELE-1000.200	8001545-03-3-3	Street Lights			13200	11840	10640	13440	13760	12840	12320	11040	12560	13200	15440	15120				
Total KWH usage					13200	20290	170528.9	88469.9	139103.4	139496.4	122298.4	106655	167634.7	70661.2	131881	141639	109118	109022	11454	
NextEra Energy charged at 0.07207					0.07207	0.07207	0.07207	0.07207	0.07207	0.07207	0.07207	0.07207	0.07207	0.07207	0.07207	0.07207	0.07207	0.07207	0.07207	
NextEra Energy charged at \$0.07455					0.07455	0.07455	0.07455	0.07455	0.07455	0.07455	0.07455	0.07455	0.07455	0.07455	0.07455	0.07455	0.07455	0.07455	0.07455	
Total NextEra Energy					894.06	1512.62	12672.33	6579.347	10343.03	10371.01	6092.897	7939.621	12465.67	5256.457	9509.66	10537.95	8112.558	6025.507	849.9426	
PSNH					0.0889	0.0889	0.0889	0.0831	0.0831	0.0831	0.0875	0.0875	0.0875	0.0711	0.0711	0.0711	0.0711	0.0711	0.0711	
NextEra v. PSNH Loss/(Savings)					-169.42	-291.162	-2487.64	-772.502	-1216.47	-1221.15	-1608.21	-1401.69	-2202.17	232.4456	433.1208	467.4208	354.2685	345.1429	35.56318	
School provider					0.06201	0.06201	0.06075	0.05821	0.04884	0.05393	0.05541	0.06816	0.08363	0.06294	0.06045					
NextEra v. School provider Loss/(Savings)					-818.532	-1258.183	-10574.5	-5374.546	-8097.209	-6813.004	-6595.553	-5909.754	-11425.98	-5909.396	-9223.757	-8562.078				
Accounts under the PSNH rate:																				
56987351004 Old Engine House, Main St.					937511005	G91855112		0	0	0	0	0	0	0	11	0	0	0		
56925601040 Wadleigh Falls Rd.					229670002	G39455106		729	81	306	252	108	0	12.9	5.1	72	0	36	36	
					0.0711	0.0711	0.0711	0.0711	0.0711	0.0711	0.0711	0.0711	0.0711	0.0711	0.0711	0.0711				

NextEra savings over PSNH equals \$9,776.84 for a 10-month period.

School District's provider potential savings over NextEra equals \$16,573.64 for a 10-month period.



**BUSINESS ELECTRICITY AUTHORIZATION
NEW HAMPSHIRE MEDIUM AND LARGE COMMERCIAL SALES**

SERVICE INFORMATION		
Service Type:	<input type="checkbox"/> Switching Service Provider	<input checked="" type="checkbox"/> Renewal
Business Name ("Customer"):	<u>TOWN OF NEWMARKET</u>	<i>See Attached Addendum A For Multiple Account Nos., and Service and Billing Addresses</i>
Contact Name:	<u>Edward Wojnowski</u>	Primary Phone: <u>603-659-3617</u> Fax: <u>603-659-8508</u>
Tax ID#:	<u>02-60000643</u>	Secondary Phone: _____ Email: <u>ewojnowski@newmarketnh.gov</u>
Duns #:	_____	Prior Electricity Supplier: _____
<p>Tax Exemption: If a non-renewing customer, a completed tax exemption certificate must accompany this Agreement. If no certificate is attached, NextEra Energy Services will assume that sales to Customer are subject to Taxes and will process Customer's account accordingly.</p>		

Initial Term of service: 12 Months

Start Month/Year: 12/2011

Agreement: This Business Electricity Authorization and all addenda attached hereto (the "BEA"), together with the Electric Supply Terms of Service ("TOS") attached hereto as Exhibit A and incorporated herein by reference will form the Electricity Sales Agreement (the "Agreement") between NextEra Energy Services New Hampshire, LLC ("NextEra Energy Services") and Customer. Any capitalized terms not defined in this BEA shall have the meanings set forth in the TOS. Any inconsistency between the BEA and the TOS shall be governed by the BEA.

Term: This Agreement shall become effective when the BEA is signed by both Parties (the "Effective Date") and shall continue for the Initial Term (as defined in the TOS). After the Initial Term expires, this Agreement shall continue on a month-to-month basis at the Holdover Price unless and until either Party terminates this Agreement, as provided in the TOS, and the LDU successfully switches Customer's Account(s) to another competitive electricity supplier or to the LDU's generation service.

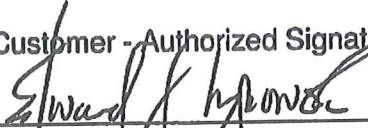
Termination: If Customer terminates this Agreement before the end of the Initial Term, Customer will be assessed the Early Termination Fee or pay NextEra Energy Services's damages, as provided in the TOS.

Price: The unit price for electric service provided to Customer by NextEra Energy Services during the Initial Term (the "Price") is set forth in Addendum B. The total monthly charge for electric service (the "NextEra Energy Services Electricity Charge") is the sum of (i) the product of Customer's total metered Energy Usage during a Billing Cycle and the Price or Holdover Price, whichever is applicable, (ii) the Monthly Base Charge, (iii) Pass-Through Charges, if applicable, and (iv) Taxes. The NextEra Energy Services Electricity Charge does not include Delivery Charges.

Billing and Payment: Customer will be billed monthly for the NextEra Energy Services Electricity Charge. If Customer's bill is not paid when due, Customer will be charged the Late Fee and other charges, as provided in the TOS.

Switching Fee: NextEra Energy Services does not charge a fee to switch to its service.

Authorization and Acknowledgement: Customer hereby acknowledges that it is changing its electricity supplier from that set forth above to NextEra Energy Services and hereby authorizes NextEra Energy Services, for the duration of this Agreement, to become its electricity supplier and to act as its limited agent to perform the necessary tasks to establish electricity service with NextEra Energy Services. By signing this BEA (facsimile signature accepted as if it were an original), Customer hereby agrees, as of the Effective Date, that Customer has read the Agreement and agrees to the terms and conditions set forth herein. The undersigned below warrants and represents that he/she is legally authorized to enter into this Agreement on behalf of Customer. **This Agreement is not valid or binding unless and until signed by both Parties.**

Customer - Authorized Signature: 	NextEra Energy Services New Hampshire, LLC:
Printed Name: <u>EDWARD J NAINOWSKI</u>	Effective Date: _____
Title: <u>TOWN ADMINISTRATOR</u>	Sales Representative/Code: <u>1049</u>
Date: <u>9.29.2011</u>	

ECLRGALLNHBEA090310



**BUSINESS ELECTRICITY AUTHORIZATION
NEW HAMPSHIRE COMMERCIAL SALES
Fixed Price Product**

Addendum B

CUSTOMER NAME: TOWN OF NEWMARKET

PRODUCT DESCRIPTION:

The Fixed Price Product offers a fixed Price for energy and other supply components included in the Price for the duration of the Initial Term.

PRICING DETAILS:

Price:

- \$0.07455 per kWh.
- Price is fixed for the duration of the Initial Term.
- Price includes fees and charges checked below as being included in the Price. Price excludes Taxes and any specified Pass-Through Charges checked below, which will vary monthly based on charges by ISO-NE.

Component	Included in Price	Specified Pass-Through Charges Excluded From Price
energy (energy, congestion and ISO losses)	X	
Capacity	X	
RMR (Reliability Must Run)	X	
renewable resources	X	
ancillary services (not including RMR)	X	
Transmission and distribution losses	X	

Monthly Base Charge:

- \$0.00 per meter per month

Customer - Authorized Signature: <u>[Signature]</u>	NextEra Energy Services New Hampshire, LLC:
Printed Name: <u>EDWARD J WATDOWSKI</u>	Effective Date: _____
Title: <u>TOWN ADMINISTRATOR</u>	Sales Representative/Code: <u>1049</u>
Date: <u>9.28.2011</u>	



**BUSINESS ELECTRICITY AUTHORIZATION
NEW HAMPSHIRE COMMERCIAL SALES**

Addendum A

CUSTOMER NAME: TOWN OF NEWMARKET

ACCOUNTS INCLUDED IN AGREEMENT:

LDU Account No	Service Address City, State and Zip	Billing Address City, State and Zip	New Account on Renewal
56994601086_777770007	Wadleigh Falls Road Newmarket, NH 03857	Town of Newmarket 186 Main Street - Newmarket, NH 03857	Renewal
56916621071_230590002	Packers Falls Newmarket, NH 03857	Town of Newmarket 186 Main Street - Newmarket, NH 03857	Renewal
56176421014_092490005	Cedar Street Newmarket, NH 03857	Town of Newmarket 186 Main Street - Newmarket, NH 03857	Renewal
56624931010_324401001	182 South Main Street Newmarket, NH 03857	Town of Newmarket 186 Main Street - Newmarket, NH 03857	Renewal
56174141069_892501000	70 Exeter Street Newmarket, NH 03857	Town of Newmarket 186 Main Street - Newmarket, NH 03857	Renewal
56683601033_960770004	Wadleigh Falls Road Newmarket, NH 03857	Town of Newmarket 186 Main Street - Newmarket, NH 03857	Renewal
8001085-01-3-1	4 Young LNE Newmarket, NH 03857	Town of Newmarket 186 Main Street - Newmarket, NH 03857	Renewal

ECALLALLNHADA090810

8001545-03-3-3	4 Young LNE Newmarket, NH 03857	Town of Newmarket 186 Main Street - Newmarket, NH 03857	Renewal
56961674090_610692000	70 Main Street Newmarket, NH 03857	Town of Newmarket 186 Main Street - Newmarket, NH 03857	Renewal
56244851069_363501005	1 Terrace Drive Newmarket, NH 03857	Town of Newmarket 186 Main Street - Newmarket, NH 03857	Renewal

Customer Initials: *JA*

Date: 9.28.2011

NextEra Energy Services Initials: _____

Date: _____

ECALLALLNHADA090810



**BUSINESS ELECTRICITY AUTHORIZATION
NEW HAMPSHIRE COMMERCIAL SALES**

Addendum A

CUSTOMER NAME: TOWN OF NEWMARKET

ACCOUNTS INCLUDED IN AGREEMENT:

LDU Account No	Service Address City, State and Zip	Billing Address City, State and Zip	New Account or Renewal
56430741074_133011005	Young Ln Newmarket, NH 03857	Town of Newmarket 186 Main Street - Newmarket, NH 03857	Renewal
56336041041_730401002	1 Elm Street Newmarket, NH 03857	Town of Newmarket 186 Main Street - Newmarket, NH 03857	Renewal
8001545-01-7-6	Young LNE Newmarket, NH 03857	Town of Newmarket 186 Main Street - Newmarket, NH 03857	Renewal

ECALLALLNHADA090810

Customer Initials: *JK*

Date: 9.29.2011

NextEra Energy Services Initials: _____

Date: _____

ECALLALLNHADA090810

Exhibit A

NEXTERA ENERGY SERVICES NEW HAMPSHIRE, LLC ELECTRIC SUPPLY TERMS OF SERVICE (MEDIUM AND LARGE COMMERCIAL SALES)

THE FOLLOWING ARE THE ELECTRIC SUPPLY TERMS OF SERVICE ("TOS"), which are a part of the Electricity Sales Agreement by and between NextEra Energy Services New Hampshire, LLC ("NextEra Energy Services") and Customer.

1. DEFINITIONS:

"Account" means the Customer Account(s) identified in the Business Electricity Authorization.

"Agreement" means the Electricity Sales Agreement between NextEra Energy Services and Customer, which is comprised of the Business Electricity Authorization and these TOS, including all exhibits and Addenda.

"Average Monthly Bill" means the sum of (i) the product of the average monthly Energy Usage by Customer (or if an average cannot be computed due to limited service by NextEra Energy Services or other circumstances, such average monthly usage as is reasonably determined by NextEra Energy Services) and the Price or Holdover Price, whichever is applicable, and (ii) the Monthly Base Charge.

"Billing Cycle" means, for each Account(s), the period between successive monthly meter read dates during the term of this Agreement.

"Business Electricity Authorization" or "BEA" means the Business Electricity Authorization signed by the Parties, including any related Addenda, and attached hereto.

"Capacity" means any cost imposed upon NextEra Energy Services by ISO-NE to serve the capacity obligation of Customer's load, including, but not limited to, costs associated with installed capacity ("ICAP"), the locational forward reserve market, the forward capacity market, reliability-must-run contracts and their respective successor costs.

"Change in Law" means a change in law, regulation, rule, ordinance, order or decree by a governmental authority or ISO-NE, including, without limitation, LDU tariffs and ISO-NE tariffs, market rules, operating protocols, nodal definitions and zonal definitions. A "change", as used above, includes, without limitation, any amendment, modification, nullification, suspension, repeal, finding of unconstitutionality or unlawfulness or any change in construction or interpretation.

"Congestion Costs" means locational marginal price differentials, uplift costs and their respective successor costs.

"Delivery Charges" means those charges payable by Customer to the LDU for transmission and distribution services provided by the LDU, ISO-NE or other third parties and for the systems benefit charge, charges associated with the restructuring of the electric markets and other similar charges assessed by the LDU under applicable law..

"Delivery Point" means the point of interconnection between a third-party transmission or delivery system and the LDU transmission or delivery system.

"Early Termination Fee" means (i) for termination of the entire Agreement, two (2) Average Monthly Bills for all Account(s) for each year or partial year of the remaining Initial Term, or (ii) for termination or deletion of an Account, two (2) Average Monthly Bills for such terminated or deleted Account for each year or partial year of the remaining Initial Term.

"Effective Date" is defined in the BEA.

"Energy Usage" means Customer's total metered energy usage for the Account(s) subject to this Agreement measured in kilowatt hours ("kWh") for the applicable period.

"NextEra Energy Services Electricity Charge" means the sum of (i) the product of Customer's monthly Energy Usage during a Billing Cycle and the Price or Holdover Price, whichever is applicable, (ii) the Monthly Base Charge, (iii) Pass-Through Charges, if applicable, and (iv) Taxes.

"Holdover Period" means the period of the Agreement between the expiration of the Initial Term and the termination of the Agreement.

"Holdover Price" means the price for electricity delivered during the Holdover Period, as set forth on NextEra Energy Services's website at www.nexteraenergyservices.com under "legal notices and terms."

"Initial Term" means the period commencing on the Effective Date and continuing for the respective LDU Account Number(s) until expiration, from and after the Service Commencement Date, of the number of months specified for the Initial Term of service in the BEA.

"Insufficient Notice Fee" means (i) for termination of the entire Agreement, one-half (1/2) of the Average Monthly Bill for all Account(s) for each year or partial year of the remaining Initial Term, or (ii) for termination or deletion of an Account, one-half (1/2) of the Average Monthly Bill for such terminated or deleted Account for each year or partial year of the remaining Initial Term.

"ISO-NE" means the New England Independent System Operator or any successor thereto.

"Late Fee" means a fee of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is lower, assessed on invoices for the NextEra Energy Services Electricity Charge that are not paid when due.

"Local Distribution Utility" or "LDU" means a public utility that owns electric transmission and/or distribution facilities that deliver electricity to the facilities to which the Account(s) pertain.

"Monthly Base Charge" means (i) for the Initial Term, a fixed monthly charge per LDU Account Number, if any, as set forth in the BEA, and (ii) for the Holdover Period, a fixed monthly charge per LDU Account Number, as set forth on NextEra Energy Services's website at www.nexteraenergyservices.com under "legal notices and terms."

"Party" means either NextEra Energy Services or Customer, and "Parties" means both NextEra Energy Services and Customer.

"Pass-Through Charges" means all recurring or non-recurring third-party fees and charges with respect to the purchase, sale, acquisition, delivery, transmission and/or distribution of electricity (other than the electric supply costs specified in the BEA as being included in the Price), including, without limitation, costs and charges arising from a Change in Law, all of which are excluded from the Price and Holdover Price and passed through directly to Customer by NextEra Energy Services. Pass-Through Charges do not include Delivery Charges.

"Price" means the unit price for electric service offered to Customer by NextEra Energy Services during the Initial Term, as set forth in the BEA.

"Retail Adder" means the component of the Price that is set forth in the BEA.

"Service Commencement Date" means the first meter reading date in or after the Start Month on which the LDU successfully switches Customer's respective LDU Account Number(s) to NextEra Energy Services.

"Start Month" is the calendar month as specified in the BEA; provided, however, that if the Start Month is not specified as a month subsequent to the month during which the Effective Date occurs, then "Start Month" means the month during which the Effective Date occurs.

"Taxes" means all federal, state, municipal or other governmental taxes, duties, fees, levies, premiums, assessments, surcharges, withholdings, or any other charges of any kind relating to the sale, purchase or delivery of

electricity, together with all interest, penalties or other additional amounts imposed thereon, but excluding taxes on net income.

2. SERVICES. During the Initial Term and any Holdover Period, NextEra Energy Services shall provide Customer's full electricity requirements for the Account(s) specified in this Agreement, and Customer shall obtain its full electricity requirements for such Account(s) exclusively from NextEra Energy Services on the terms and conditions specified in this Agreement.

3. ENERGY CONSUMPTION INFORMATION. At NextEra Energy Services's request, Customer will provide an authorization which grants NextEra Energy Services the authority to obtain Customer's current and historical electricity cost and usage data from the LDU, Customer's payment and credit history and other information specified in the authorization. Customer hereby agrees, upon request, to provide NextEra Energy Services with facility descriptions, operating information, meter identification numbers and locations, and such other information available to Customer as NextEra Energy Services may reasonably require to provide electric service pursuant to this Agreement. Customer agrees to notify NextEra Energy Services in writing whenever it believes that its usage will depart materially from its historical usage and shall provide good faith estimates of such departures.

4. ENROLLMENT. Upon execution of this Agreement, NextEra Energy Services shall use commercially reasonable efforts to promptly enroll Customer's Account(s) with the LDU in accordance with the intended Service Commencement Date, and Customer agrees to take steps to cooperate with NextEra Energy Services's efforts to perform such enrollment. NextEra Energy Services shall not be held liable to Customer for delay or failure in enrolling Customer's Account(s) if such delay or failure was due to any cause beyond NextEra Energy Services's control.

5. TERM OF AGREEMENT. This Agreement shall become effective on the Effective Date with service commencing for each respective Account(s) on the Service Commencement Date and shall continue for the Initial Term. After the Initial Term expires, this Agreement shall continue on a month-to-month basis at the Holdover Price unless and until either Party terminates this Agreement upon at least thirty (30) days written notice, in which event such termination shall be effective after the noticed termination date on the date on which the LDU successfully switches Customer's Account(s) to another competitive electricity supplier or to the LDU's generation service.

6. PRICING. The Price during the Initial Term is set forth in the BEA and is hereby incorporated herein by reference. Upon expiration of the Initial Term and absent written agreement by the Parties to new pricing terms, the price for delivered electricity shall be the Holdover Price. The Holdover Price may change without prior written notice to Customer at the sole discretion of NextEra Energy Services until either Party terminates the Agreement pursuant to the "Term of Agreement" Section of this Terms of Service. The total charge for service provided hereunder is the NextEra Energy Services Electricity Charge (as defined herein). The NextEra Energy Services Electricity Charge does not include Delivery Charges.

7. BILLING AND FEES. Unless the Parties agree in writing to alternate payment arrangements, Customer consents to be billed monthly for services provided hereunder through one of the following billing options, as permitted by law, at NextEra Energy Services's discretion: (i) Customer will receive one invoice from the LDU that includes the NextEra Energy Services Electricity Charge and the Delivery Charges and applicable Taxes, (the "Consolidated Billing Option"); or (ii) Customer will receive two invoices, one from NextEra Energy Services for the NextEra Energy Services Electricity Charge and one from the LDU for the Delivery Charges, each with applicable Taxes (the "Dual Billing Option"). Under the Consolidated Billing Option, Customer will make payments directly to the LDU pursuant to the applicable LDU tariff. Under the Dual Billing Option, payments are due to NextEra Energy Services within sixteen (16) days from the date of the invoice. If, under the Consolidated Billing Option or Dual Billing Option, any payment for the NextEra Energy Services Electricity Charge made by Customer to NextEra Energy Services or to the LDU is late under the applicable payment terms, Customer may be assessed the Late Fee and its delinquent balances may be reported to a credit agency. Further, in addition to any other rights of NextEra Energy Services hereunder, if, during the Dual Billing Option, any payment for the NextEra Energy Services Electricity Charge is late under the applicable payment terms, then NextEra Energy Services shall have the right, without prior notice to the customer, to convert all billing hereunder to the Consolidated Billing Option and convert the Price as necessary, on a commercially reasonable basis, to a unit price sufficient to enable such Consolidated Billing. NextEra Energy Services may assess a twenty five dollar (\$25) fee against any transaction not processed due to insufficient funds or credit availability for any method of payment, including checks, bank drafts or credit card. If the LDU fails to timely obtain or transmit a meter reading, NextEra Energy Services reserves the right to issue or cause to be issued a bill to Customer based on its estimated Energy Usage and charges during the Billing Cycle. NextEra Energy Services will include or cause to be included in any subsequent bill from NextEra Energy Services, adjustments related to previous billings, including estimates, previous billing errors, meter read errors, or other errors or omissions. In the event that Customer

disputes a bill for the NextEra Energy Services Electricity Charge, Customer must pay any undisputed portion of the bill by the due date specified in the applicable payment terms. If the unpaid, disputed portion of the bill is subsequently resolved in favor of NextEra Energy Services, the Late Fee will be applied to such unpaid amounts.

8. DISPUTES OR COMPLAINTS. Customer should contact NextEra Energy Services at 866-960-4392 (toll free) with any questions or complaints regarding its generation service or bills for the NextEra Energy Services Electricity Charge. Customer should contact its LDU directly in the event of a power outage or if Customer has questions regarding the Delivery Charges on its bill.

9. CREDIT AND DEPOSIT REQUIREMENTS. NextEra Energy Services reserves the right to request a credit history on an applicant for service prior to offering service and to refuse service to anyone who does not meet NextEra Energy Services's credit standards. If NextEra Energy Services determines, prior to offering service or at any time during the term of this Agreement, that Customer's credit is unsatisfactory, NextEra Energy Services has the right to require Customer to make alternate payment or credit arrangements to ensure prompt payment of amounts owed or otherwise payable under this Agreement including, without limitation, the posting of an initial or subsequent security deposit, or an increase in the amount of the deposit. In addition, if Customer's Energy Usage increases during the term of this Agreement, NextEra Energy Services may require a security deposit or an increase in the amount of an existing security deposit. The posting or amount of any security deposit hereunder shall be subject to any limitations imposed by applicable law. A security deposit in the form of cash that is held for more than six months from the date of deposit shall earn simple interest thereon at the rate payable on two-year, United States Treasury notes. A security deposit shall be refunded by means of a credit to Customer's bill once Customer has made twenty-four (24) consecutive payments without assessment of any Late Fees. Upon termination of service, NextEra Energy Services will apply any security deposit plus accrued and unpaid interest thereon toward any outstanding balance on Customer's final bill and will refund any remaining security deposit.

10. TERMINATION OF AGREEMENT BY CUSTOMER. If Customer terminates this Agreement, in whole or as relating to any single Account(s), before the end of the Initial Term, Customer shall pay NextEra Energy Services the Early Termination Fee. In addition, if Customer terminates this Agreement with less than thirty (30) days advance written notice, Customer shall be assessed the Insufficient Notice Fee. In the event that Customer terminates this Agreement as provided for in this Section, Customer shall be obligated to pay for the electricity and related services provided to Customer pursuant to this Agreement prior to the date that such termination becomes effective, including Late Fees, if applicable. Should NextEra Energy Services incur damages greater than the Early Termination Fee as a result of such termination of this Agreement by Customer before the end of the Initial Term, Customer shall pay to NextEra Energy Services such damages. Such damages will be calculated based upon the net present value of the product of (i) the difference between the Price and the market prices that are commercially available to NextEra Energy Services for the same quantities of energy which would have been supplied hereunder for the remainder of the Initial Term, and (2) the estimated Energy Usage by Customer, as determined by NextEra Energy Services, during the remainder of the Initial Term. To determine "market prices," as used above, NextEra Energy Services may consider, among other things, settlement prices of applicable NYMEX power futures contracts, quotations from leading dealers in energy swap contracts and other bona fide offers from parties participating in the wholesale and/or retail power markets, which may include NextEra Energy Services and/or its affiliates, all as commercially available to NextEra Energy Services and all as adjusted for the length of the remaining Initial Term and differences in transmission costs and volume. NextEra Energy Services will not be required to enter into any replacement transaction in order to determine such market prices or actual damages. The Parties agree that the amounts recoverable hereunder are a reasonable estimate of loss and not a penalty.

11. TERMINATION OF AGREEMENT BY NEXTERA ENERGY SERVICES. NextEra Energy Services reserves the right to terminate this Agreement if Customer (i) fails to make timely payment of all amounts due NextEra Energy Services; or (ii) fails to post a security deposit under the provisions of the Credit and Deposit Requirements Section herein within ten (10) days of a request for deposit; or (iii) breaches any warranty or representation to NextEra Energy Services; or (iv) defaults on any material obligation under this Agreement; or (v)(A) makes an assignment for the benefit of creditors, (B) files a petition or otherwise authorizes the commencement of a proceeding under the Bankruptcy Code or similar law for protection of creditors, or has such petition filed against it, (C) otherwise becomes bankrupt or insolvent, or (D) is unable to pay its debts as they fall due; or (vi) enters into a merger with, or sells substantially all of its assets to, another entity that fails to assume Customer's obligations under this Agreement. In the event service is terminated in accordance with this Section, Customer shall pay the Early Termination Fee or, if applicable, damages incurred by NextEra Energy Services as provided in this Agreement. NextEra Energy Services will notify Customer of its intent to terminate service at least five (5) business days prior to the effective date of termination and, unless another competitive electricity supplier is chosen by Customer, Customer's electricity will be provided by the LDU under its applicable generation service tariff. Customer's electric service will not be physically

disconnected upon termination of this Agreement by NextEra Energy Services pursuant to the provisions of this section.

12. TITLE, RISK OF LOSS AND INDEMNIFICATION. Title and risk of loss to the electricity sold hereunder shall pass from NextEra Energy Services when it is delivered to the Delivery Point for each Account(s). Customer shall indemnify and defend NextEra Energy Services from all claims for any loss, damage, or injury to persons or property, including without limitation all consequential, incidentals, exemplary, or punitive damages arising from or relating to the distribution or consumption of electricity at and after the point at which the LDU delivers the electricity to Customer's facilities to which the Account(s) pertain.

13. FORCE MAJEURE. In the event that either Party's performance of its obligations under this Agreement is interrupted or delayed by any occurrence not caused by either Party, whether such occurrence is an act of God or public enemy, or whether such occurrence is caused by storm, earthquake, or other natural forces, or by war, riot, public disturbance, labor action, or the acts or omissions of anyone not a Party to this Agreement, then the Party affected by such occurrence shall be excused from such performance and any further performance required under this Agreement for whatever period is reasonably necessary to remedy the effects of that occurrence.

14. CHANGE IN LAW. In the event that there is a Change in Law and such Change in Law results in NextEra Energy Services incurring additional costs and expenses in providing the services contemplated herein, such additional costs and expenses shall be the Customer's responsibility and will be assessed to Customer in NextEra Energy Services's monthly bills as an additional Pass-Through Charge.

15. REPRESENTATIONS AND WARRANTIES. Each Party warrants and represents to the other Party that: (i) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; (ii) it is authorized and qualified to do business in the jurisdictions necessary to perform this Agreement; (iii) the execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary corporate or other actions and do not violate any agreement to which it is a party or any laws or regulations applicable to it; and (iv) the Agreement, when delivered, will be valid and legally binding upon it and enforceable in accordance with its respective terms (subject to equitable defenses). Customer further warrants and represents to NextEra Energy Services that it has full power and authority over the provision of electricity to the facilities to which the Account(s) pertain.

16. DISCLAIMER OF WARRANTY. NEXTERA ENERGY SERVICES EXPRESSLY DISCLAIMS ALL WARRANTIES REGARDING THE QUALITY OF ELECTRICITY DELIVERED TO CUSTOMER PURSUANT TO THIS AGREEMENT, WHETHER WRITTEN, ORALLY EXPRESSED, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

17. LIMITATION OF LIABILITY. UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, ANY LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO DIRECT ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES AND DAMAGES AT LAW OR IN EQUITY ARE WAIVED AND NEITHER PARTY WILL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISIONS OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT. THE LIMITATIONS IMPOSED ON REMEDIES AND DAMAGE MEASUREMENT WILL BE WITHOUT REGARD TO CAUSE, INCLUDING NEGLIGENCE OF ANY PARTY, WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE, PROVIDED NO SUCH LIMITATION SHALL APPLY TO DAMAGES RESULTING FROM WILLFUL MISCONDUCT OF ANY PARTY.

18. FORWARD CONTRACT. The Parties agree that this Agreement is a "forward contract" and that NextEra Energy Services is a "forward contract merchant" for purposes of the United States Bankruptcy Code, as amended, (the "Bankruptcy Code") any payment related hereto will constitute a "settlement payment" as defined in Section 101 (51A) of the Bankruptcy Code.

19. ATTORNEY'S FEES. If Customer fails to timely pay amounts due under this Agreement and NextEra Energy Services refers Customer's outstanding balance to an attorney or collection agent for collection, or if NextEra Energy Services files a lawsuit in connection with this Agreement, or collects Customer's outstanding balance through bankruptcy or judicial proceedings, Customer agrees to pay NextEra Energy Services its reasonable fees and expenses (including reasonable attorney's fees) incurred by NextEra Energy Services in connection therewith.

20. AMENDMENT. This Agreement may not be amended except by a written amendment signed by both Customer and NextEra Energy Services.

21. SEVERABILITY. If any provision of this Agreement is held to be void or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect to the extent that the intended essential purposes of this Agreement are not materially altered.

22. HEADINGS. Headings are for the convenience of the parties and shall be ignored for purposes of interpreting this Agreement.

23. ASSIGNMENT. NextEra Energy Services may assign its rights and obligations under this Agreement to a third party. Customer may not assign its rights and obligations under this Agreement to a third party without the prior written consent of NextEra Energy Services, which consent shall not be unreasonably withheld. NextEra Energy Services may deny such assignment based on the creditworthiness of the assignee.

24. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall be deemed to be one and the same instrument.

25. WAIVER. No waiver by any Party hereto of any one or more defaults, by the other Party in the performance of any of the provisions of this Agreement shall be construed as a waiver of any other default or defaults whether of a like kind or different nature.

26. GOVERNING LAW OR VENUE. This Agreement shall be governed by and construed, enforced and performed in accordance with the laws of the state of New Hampshire. Each party hereby designates the New Hampshire state courts of competent jurisdiction or the United States District Court for the District of New Hampshire as the exclusive courts of proper jurisdiction of any suit, claim, action or other proceedings, whether at law or in equity, relating to this Agreement, and venue for any such suit, claim action or other proceedings shall be in Concord, New Hampshire.

27. CONFIDENTIALITY. Parties agree to keep all terms and provisions of this Agreement confidential and not to disclose the terms of the same to any third parties without the prior written consent of the other Party; provided, however, each Party shall have the right to make such disclosures, if any, to governmental agencies and to its own agents, attorneys, auditors, accountants and shareholders or members as may be reasonable necessary. If disclosure is sought through process of a court, or a state or federal regulatory agency, the Party from whom the disclosure is sought shall provide reasonable notice thereof to the other Party.

28. LIMITED AGENT. NextEra Energy Services's responsibility as Customer's limited agent is limited to the tasks authorized for NextEra Energy Services to provide the services under this Agreement and does not result in imposition on NextEra Energy Services, and Customer hereby waives, any other duties of any kind or nature, including fiduciary duties which may otherwise arise by operation of law.

29. ENTIRE AGREEMENT. This Agreement embodies the entire Agreement and understanding between the Parties, and supersedes all prior agreements and understandings between the Parties, whether written or oral, with respect to the subject matter hereof.

30. NOTICES. Any notice or other document to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be delivered to the receiving Party by prepaid registered mail, courier service or facsimile. NextEra Energy Services's mailing address and facsimile number to be used for any notices that shall be given to or served on NextEra Energy Services by Customer are set forth below. Customer's mailing address and facsimile number to be used for any notices that shall be given to or served on Customer by NextEra Energy Services are set forth on the BEA. Notice delivered by prepaid registered mail shall be deemed to have been received at the end of the third business day after the date of mailing, or such earlier time as is confirmed by the receiving Party, except that when there is a strike affecting delivery of mail, all notices shall be delivered by courier or by facsimile. Notice delivered by courier shall be deemed to have been received on the business day after it was sent or such earlier time as is confirmed by the receiving Party. Notice sent by facsimile shall be deemed to have been received at the close of the business day on which it was transmitted (or, if transmitted after the close of business, then on the next business day) or such earlier time as is confirmed by the receiving Party.

Notice Information:

For registered mail and courier service – NextEra Energy Services, 20455 SH 249, Suite 200, Houston, TX 77070
For facsimile – 866-620-4392

Additional Contact Information:

For billing and customer service inquiries, email custserv@nexteraenergyservices.com, call 866.960.4392, or fax 800.627.8813

For sales or pricing inquiries, email NH@nexteraenergyservices.com, call 866.490.4392 or fax 866.796.4392

For contract inquiries, email contracts@nexteraenergyservices.com or fax 866-620-4392

Internet address: www.nexteraenergyservices.com

Mailing address: 20455 SH 249, Suite 200, Houston, TX 77070



SERVICES

BUSINESS ELECTRICITY AUTHORIZATION
NEW HAMPSHIRE MEDIUM AND LARGE COMMERCIAL SALES

SERVICE INFORMATION

Service Type: Switching Service Provider Renewal

Business Name ("Customer"): Town of Newmarket *See Attached Addendum A For Multiple Account Nos., and Service and Billing Addresses*

Contact Name: Ed Wojnowski Primary Phone: 603-659-3617 Fax: 603-659-8508

Tax ID#: 02-6000643 Secondary Phone: _____ Email: _____

Duns #: _____ Prior Electricity Supplier: Glaical

Tax Exemption: If a non-renewing customer, a completed tax exemption certificate must accompany this Agreement. If no certificate is attached, NextEra Energy Services will assume that sales to Customer are subject to Taxes and will process Customer's account accordingly.

Initial Term of service: 10 Months

Start Month/Year: 2-2012 _____

Agreement: This Business Electricity Authorization and all addenda attached hereto (the "BEA"), together with the Electric Supply Terms of Service ("TOS") attached hereto as Exhibit A and incorporated herein by reference will form the Electricity Sales Agreement (the "Agreement") between NextEra Energy Services New Hampshire, LLC ("NextEra Energy Services") and Customer. Any capitalized terms not defined in this BEA shall have the meanings set forth in the TOS. Any inconsistency between the BEA and the TOS shall be governed by the BEA.

Term: This Agreement shall become effective when the BEA is signed by both Parties (the "Effective Date") and shall continue for the Initial Term (as defined in the TOS). After the Initial Term expires, this Agreement shall continue on a month-to-month basis at the Holdover Price unless and until either Party terminates this Agreement, as provided in the TOS, and the LDU successfully switches Customer's Account(s) to another competitive electricity supplier or to the LDU's generation service.

Termination: If Customer terminates this Agreement before the end of the Initial Term, Customer will be assessed the Early Termination Fee or pay NextEra Energy Services's damages, as provided in the TOS.

Price: The unit price for electric service provided to Customer by NextEra Energy Services during the Initial Term (the "Price") is set forth in Addendum B. The total monthly charge for electric service (the "NextEra Energy Services Electricity Charge") is the sum of (i) the product of Customer's total metered Energy Usage during a Billing Cycle and the Price or Holdover Price, whichever is applicable, (ii) the Monthly Base Charge, (iii) Pass-Through Charges, if applicable, and (iv) Taxes. The NextEra Energy Services Electricity Charge does not include Delivery Charges.

Billing and Payment: Customer will be billed monthly for the NextEra Energy Services Electricity Charge. If Customer's bill is not paid when due, Customer will be charged the Late Fee and other charges, as provided in the TOS.

Switching Fee: NextEra Energy Services does not charge a fee to switch to its service.

Authorization and Acknowledgment: Customer hereby acknowledges that it is changing its electricity supplier from that set forth above to NextEra Energy Services and hereby authorizes NextEra Energy Services, for the duration of this Agreement, to become its electricity supplier and to act as its limited agent to perform the necessary tasks to establish electricity service with NextEra Energy Services. By signing this BEA (facsimile signature accepted as if it were an original), Customer hereby agrees, as of the Effective Date, that Customer has read the Agreement and agrees to the terms and conditions set forth herein. The undersigned below warrants and represents that he/she is legally authorized to enter into this Agreement on behalf of Customer. This Agreement is not valid or binding unless and until signed by both Parties.

Customer - Authorized Signature:	NextEra Energy Services New Hampshire LLC:
Customer Name: <u>TOWN OF NEWMARKET</u> <u>EDWARD WOJNOWSKI</u>	By: <u>Larry Boisvert</u>
By: <u>EDWARD WOJNOWSKI</u>	Name: <u>Larry Boisvert</u>
Name: _____	Title: <u>VP</u>
Title: <u>Town Administrator</u>	Effective Date: <u>1/31/2012</u>
Date: <u>1.25.2012</u>	Sales Representative/Code: <u>1049</u>



**BUSINESS ELECTRICITY AUTHORIZATION
NEW HAMPSHIRE COMMERCIAL/INDUSTRIAL SALES**

Addendum A

CUSTOMER NAME: Town of Newmarket _____

ACCOUNTS INCLUDED IN AGREEMENT:

EDC Account No	Service Address City, State and Zip	Billing Address City, State and Zip	New Account on Renewal
56653601096	290 S. Main St Newmarket, NH 03857	186 Main Street Newmarket, NH 03857	New
56291474039	Main St Newmarket, NH 03857	186 Main Street Newmarket, NH 03857	New
56793801093	Folsom Drive Newmarket, NH 03857	186 Main Street Newmarket, NH 03857	New
56983751045	Gerry Ave Newmarket, NH 03857	186 Main Street Newmarket, NH 03857	New
56439215088	Main St Newmarket, NH 03857	186 Main Street Newmarket, NH 03857	New
56942551078	Wadleigh Falls Rd Newmarket, NH 03857	186 Main Street Newmarket, NH 03857	New
56352690051	Salmon St Newmarket, NH 03857	186 Main Street Newmarket, NH 03857	New
56283290021	4 Packers Falls Rd Newmarket, NH 03857	186 Main Street Newmarket, NH 03857	New
56653021006	Bay Rd Newmarket, NH 03857	186 Main Street Newmarket, NH 03857	New
56483741082	Elm St Newmarket, NH 03857	186 Main Street Newmarket, NH 03857	New

NOTICE TO CUSTOMER: Notwithstanding any provision in the Agreement to the contrary, the following shall apply: It is possible that, for various reasons, the LDU will not enroll some or all the Accounts listed above and the LDU will so advise NextEra Energy (such unenrolled Accounts being referred to as "UE Accounts"). In such case, NextEra Energy will provide written notice to Customer of Customer's UE Accounts. All UE Accounts shall be automatically deleted from this Addendum A without an amendment hereto (i.e., an amendment signed by both Parties) and NextEra Energy shall not be required to serve such UE Accounts.

Customer Initials: *JA*

Date: 1.25.12

NextEra Energy Services Initials: *LS*

Date: 1/31/12



**BUSINESS ELECTRICITY AUTHORIZATION
NEW HAMPSHIRE COMMERCIAL/INDUSTRIAL SALES**

Addendum A

CUSTOMER NAME: Town of Newmarket _____

ACCOUNTS INCLUDED IN AGREEMENT:

EDC Account No	Service Address City, State and Zip	Billing Address City, State and Zip	New Account on Renewal
58403151087	Water St Newmarket, NH 03857	186 Main Street Newmarket, NH 03857	New
56307551077	Exeter Rd Newmarket, NH 03857	186 Main Street Newmarket, NH 03857	New
56646741041	Nichols Ave Newmarket, NH 038587	186 Main Street Newmarket, NH 03857	New
56121831010	101 Exeter Rd Newmarket, NH 03857	186 Main Street Newmarket, NH 03857	New
58853474080	140 Main St Newmarket, NH 03857	186 Main Street Newmarket, NH 03857	New
56067041079	S Main St Newmarket, NH 03857	186 Main Street Newmarket, NH 03857	New
56316551084	Railroad St Newmarket, NH 03857	186 Main Street Newmarket, NH 03857	New
56672451037	Exeter Rd Newmarket, NH 03857	186 Main Street Newmarket, NH 03857	New
56139551008	Granite St Newmarket, NH 03857	186 Main Street Newmarket, NH 03857	New
56170941082	Bay Rd Newmarket, NH 03857	186 Main Street Newmarket, NH 03857	New

NOTICE TO CUSTOMER: Notwithstanding any provision in the Agreement to the contrary, the following shall apply: It is possible that, for various reasons, the LDU will not enroll some or all the Accounts listed above and the LDU will so advise NextEra Energy (such unenrolled Accounts being referred to as "UE Accounts"). In such case, NextEra Energy will provide written notice to Customer of Customer's UE Accounts. All UE Accounts shall be automatically deleted from this Addendum A without an amendment hereto (i.e., an amendment signed by both Parties) and NextEra Energy shall not be required to serve such UE Accounts.

Customer Initials: JS

Date: 1.25.12

NextEra Energy Services Initials: LS

Date: 1/31/12



**BUSINESS ELECTRICITY AUTHORIZATION
NEW HAMPSHIRE COMMERCIAL/INDUSTRIAL SALES**

SERVICES

Addendum A

CUSTOMER NAME: Town of Newmarket _____

ACCOUNTS INCLUDED IN AGREEMENT:

EDC Account No	Service Address City, State and Zip	Billing Address City, State and Zip	New Account on Renewal
56296981090	Elm St Newmarket, NH 03857	186 Main Street Newmarket, NH 03857	New

NOTICE TO CUSTOMER: Notwithstanding any provision in the Agreement to the contrary, the following shall apply: It is possible that, for various reasons, the LDU will not enroll some or all the Accounts listed above and the LDU will so advise NextEra Energy (such unenrolled Accounts being referred to as "UE Accounts"). In such case, NextEra Energy will provide written notice to Customer of Customer's UE Accounts. All UE Accounts shall be automatically deleted from this Addendum A without an amendment hereto (i.e., an amendment signed by both Parties) and NextEra Energy shall not be required to serve such UE Accounts.

Customer Initials:

Date: 1.25.12

NextEra Energy Services Initials:

Date: 1/31/12



**BUSINESS ELECTRICITY AUTHORIZATION
NEW HAMPSHIRE COMMERCIAL SALES
Fixed Price Product**

Addendum B

CUSTOMER NAME: Town of Newmarket

PRODUCT DESCRIPTION:

The Fixed Price Product offers a fixed Price for energy and other supply components included in the Price for the duration of the Initial Term.

PRICING DETAILS:

Price:

- \$0.07207 per kWh.
- Price is fixed for the duration of the Initial Term.
- Price includes fees and charges checked below as being included in the Price. Price excludes Taxes and any specified Pass-Through Charges checked below, which will vary monthly based on charges by ISO-NE.

Component	Included In Price	Specified Pass-Through Charges Excluded From Price
Energy components		
-Congestion and ISO Losses	X	
Ancillary Services	X	
Transmission and Distribution Losses	X	
Renewable Energy Credits for State RPS Requirements	X	
Capacity	X	
Reliability Must Run (RMR)	X	

Monthly Base Charge:

- \$0.00 per meter per month

Customer - Authorized Signature:	NextEra Energy Services New Hampshire, LLC:
Customer Name: <u>TOWN OF NEW MARKET</u>	By: <u>[Signature]</u>
By: <u>EDWARD WOODWARD</u>	Name: <u>LARRY BOISVERT</u>
Name: <u>[Signature]</u>	Title: <u>VP</u>
Title: <u>TOWN ADMINISTRATOR</u>	Effective Date: <u>1/31/2012</u>
	Sales Representative/Codé: 1049

Exhibit A

NEXTERA ENERGY SERVICES NEW HAMPSHIRE, LLC ELECTRIC SUPPLY TERMS OF SERVICE (SMALL COMMERCIAL SALES- Less than 100 kW of Demand)

THE FOLLOWING ARE THE ELECTRIC SUPPLY TERMS OF SERVICE ("TOS"), which are a part of the Electricity Sales Agreement by and between NextEra Energy Services New Hampshire, LLC ("NextEra Energy Services") and Customer.

1. DEFINITIONS:

"Account(s)" means the Customer Account(s) identified in the Business Electricity Authorization.

"Agreement" means the Electricity Sales Agreement between NextEra Energy Services and Customer, which is comprised of the Business Electricity Authorization and these TOS, including all exhibits and Addenda.

"Average Monthly Bill" means the sum of (i) the product of the average monthly Energy Usage by Customer (or if an average cannot be computed due to limited service by NextEra Energy Services or other circumstances, such average monthly usage as is reasonably determined by NextEra Energy Services) and the Price or Holdover Price, whichever is applicable, and (ii) the Monthly Base Charge.

"Billing Cycle" means, for each Account(s), the period between successive monthly meter read dates during the term of this Agreement.

"Business Electricity Authorization" or "BEA" means the Business Electricity Authorization signed by the Parties, including any related Addenda, and attached hereto.

"Capacity" means any cost imposed upon NextEra Energy Services by ISO-NE to serve the capacity obligation of Customer's load, including, but not limited to, costs associated with installed capacity ("ICAP"), the locational forward reserve market, the forward capacity market, reliability-must-run contracts and their respective successor costs.

"Change in Law" means a change in law, regulation, rule, ordinance, order or decree by a governmental authority or ISO-NE, including, without limitation, LDU tariffs and ISO-NE tariffs, market rules, operating protocols, nodal definitions and zonal definitions. A "change", as used above, includes, without limitation, any amendment, modification, nullification, suspension, repeal, finding of unconstitutionality or unlawfulness or any change in construction or interpretation.

"Congestion Costs" means locational marginal price differentials, uplift costs and their respective successor costs.

"Delivery Charges" means those charges payable by Customer to the LDU for transmission and distribution services provided by the LDU, ISO-NE or other third parties and for the systems benefit charge, charges associated with the restructuring of the electric markets and other similar charges assessed by the LDU under applicable law.

"Delivery Point" means the point of interconnection between a third-party transmission or delivery system and the LDU transmission or delivery system.

"Early Termination Fee" means (i) for termination of the entire Agreement, two (2) Average Monthly Bills for all Account(s) for each year or partial year of the remaining Initial Term, or (ii) for termination or deletion of an Account, two (2) Average Monthly Bills for such terminated or deleted Account for each year or partial year of the remaining Initial Term.

"Effective Date" is defined in the BEA.

20455 State Highway, Suite 200, Houston, TX 77070
Customer Service: 877.528.2890; Fax: 800.627.8813; Email: contracts@nexteraenergy.com

"Energy Usage" means Customer's total metered energy usage for the Account(s) subject to this Agreement measured in kilowatt hours ("kWh") for the applicable period.

"NextEra Energy Services Electricity Charge" means the sum of (i) the product of Customer's monthly Energy Usage during a Billing Cycle and the Price or Holdover Price, whichever is applicable, (ii) the Monthly Base Charge, (iii) Pass-Through Charges, if applicable, and (iv) Taxes.

"Holdover Period" means the period of the Agreement between the expiration of the Initial Term and the termination of the Agreement.

"Holdover Price" means the price for electricity delivered during the Holdover Period, as set forth on NextEra Energy Services' website at www.nexteraenergyservices.com under "legal notices and terms."

"Initial Term" means the period commencing on the Effective Date and continuing for the respective LDU Account Number(s) until expiration, from and after the Service Commencement Date, of the number of months specified for the Initial Term of service in the BEA.

"Insufficient Notice Fee" means (i) for termination of the entire Agreement, one-half (1/2) of the Average Monthly Bill for all Account(s) for each year or partial year of the remaining Initial Term, or (ii) for termination or deletion of an Account, one-half (1/2) of the Average Monthly Bill for such terminated or deleted Account for each year or partial year of the remaining Initial Term.

"ISO-NE" means the New England Independent System Operator or any successor thereto.

"Late Fee" means a fee of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is lower, assessed on invoices for the NextEra Energy Services Electricity Charge that are not paid when due.

"Local Distribution Utility" or "LDU" means a public utility that owns electric transmission and/or distribution facilities that deliver electricity to the facilities to which the Account(s) pertain.

"Monthly Base Charge" means (i) for the Initial Term, a fixed monthly charge per LDU Account Number, if any, as set forth in the BEA, and (ii) for the Holdover Period, a fixed monthly charge per LDU Account Number, as set forth on NextEra Energy Services's website at www.nexteraenergyservices.com under "legal notices and terms."

"Party" means either NextEra Energy Services or Customer, and "Parties" means both NextEra Energy Services and Customer.

"Pass-Through Charges" means the electric supply costs listed in the BEA that are excluded from the Price and passed through directly to Customer by NextEra Energy Services. Pass-Through Charges do not include Delivery Charges.

"Price" means the unit price for electric service offered to Customer by NextEra Energy Services during the Initial Term, as set forth in the BEA.

"Retail Adder" means the component of the Price that is set forth in the BEA.

"Service Commencement Date" means the first meter reading date in or after the Start Month on which the LDU successfully switches Customer's respective LDU Account Number(s) to NextEra Energy Services.

"Start Month" is the calendar month as specified in the BEA; provided, however, that if the Start Month is not specified as a month subsequent to the month during which the Effective Date occurs, then "Start Month" means the month during which the Effective Date occurs.

"Taxes" means all federal, state, municipal or other governmental taxes, duties, fees, levies, premiums, assessments, surcharges, withholdings, or any other charges of any kind relating to the sale, purchase or delivery of electricity, together with all interest, penalties or other additional amounts imposed thereon, but excluding taxes on net income.

2. SERVICES. During the Initial Term and any Holdover Period, NextEra Energy Services shall provide Customer's full electricity requirements for the Account(s) specified in this Agreement, and Customer shall obtain its full electricity requirements for such Account(s) exclusively from NextEra Energy Services on the terms and conditions specified in this Agreement.

3. ENERGY CONSUMPTION INFORMATION. At NextEra Energy Services's request, Customer will provide an authorization which grants NextEra Energy Services the authority to obtain Customer's current and historical electricity cost and usage data from the LDU, Customer's payment and credit history and other information specified in the authorization. Customer hereby agrees, upon request, to provide NextEra Energy Services with facility descriptions, operating information, meter identification numbers and locations, and such other information available to Customer as NextEra Energy Services may reasonably require to provide electric service pursuant to this Agreement. Customer agrees to notify NextEra Energy Services in writing whenever it believes that its usage will depart materially from its historical usage and shall provide good faith estimates of such departures.

4. ENROLLMENT. Upon execution of this Agreement, NextEra Energy Services shall use commercially reasonable efforts to promptly enroll Customer's Account(s) with the LDU in accordance with the intended Service Commencement Date, and Customer agrees to take steps to cooperate with NextEra Energy Services's efforts to perform such enrollment. NextEra Energy Services shall not be held liable to Customer for delay or failure in enrolling Customer's Account(s) if such delay or failure was due to any cause beyond NextEra Energy Services's control.

5. TERM OF AGREEMENT. This Agreement shall become effective on the Effective Date with service commencing for each respective Account(s) on the Service Commencement Date and shall continue for the Initial Term. After the Initial Term expires, this Agreement shall continue on a month-to-month basis at the Holdover Price unless and until either Party terminates this Agreement upon at least thirty (30) days written notice, in which event such termination shall be effective after the noticed termination date on the date on which the LDU successfully switches Customer's Account(s) to another competitive electricity supplier or to the LDU's generation service.

6. PRICING. The Price during the Initial Term is set forth in the BEA and is hereby incorporated herein by reference. Upon expiration of the Initial Term and absent written agreement by the Parties to new pricing terms, the price for delivered electricity shall be the Holdover Price. The Holdover Price may change without prior written notice to Customer at the sole discretion of NextEra Energy Services until either Party terminates the Agreement pursuant to the "Term of Agreement" Section of this Terms of Service. The total charge for service provided hereunder is the NextEra Energy Services Electricity Charge (as defined herein). The NextEra Energy Services Electricity Charge does not include Delivery Charges.

7. BILLING AND FEES. Unless the Parties agree in writing to alternate payment arrangements, Customer consents to be billed monthly for services provided hereunder through one of the following billing options, as permitted by law, at NextEra Energy Services's discretion: (i) Customer will receive one invoice from the LDU that includes the NextEra Energy Services Electricity Charge and the Delivery Charges and applicable Taxes, (the "Consolidated Billing Option"); or (ii) Customer will receive two invoices, one from NextEra Energy Services for the NextEra Energy Services Electricity Charge and one from the LDU for the Delivery Charges, each with applicable Taxes (the "Dual Billing Option"). Under the Consolidated Billing Option, Customer will make payments directly to the LDU pursuant to the applicable LDU tariff. Under the Dual Billing Option, payments are due to NextEra Energy Services within sixteen (16) days from the date of the invoice. If, under the Consolidated Billing Option or Dual Billing Option, any payment for the NextEra Energy Services Electricity Charge made by Customer to NextEra Energy Services or to the LDU is late under the applicable payment terms, Customer may be assessed the Late Fee and its delinquent balances may be reported to a credit agency. Further, in addition to any other rights of NextEra Energy Services hereunder, if, during the Dual Billing Option, any payment for the NextEra Energy Services Electricity Charge is late under the applicable payment terms, then NextEra Energy Services shall have the right, without prior notice to the customer, to convert all billing hereunder to the Consolidated Billing Option and convert the Price as necessary, on a commercially reasonable basis, to a unit price sufficient to enable such Consolidated Billing. NextEra Energy Services may assess a twenty five dollar (\$25) fee against any transaction not processed due to insufficient funds or credit availability for any method of payment, including checks, bank drafts or credit card. If the LDU fails to timely obtain or transmit a meter reading, NextEra Energy Services reserves the right to issue or cause to be issued a bill to Customer based on its estimated Energy Usage and charges during the Billing Cycle. NextEra Energy Services will include or cause to be included in any subsequent bill from NextEra Energy Services, adjustments related to previous billings, including estimates, previous billing errors, meter read errors, or other errors or omissions. In the event that Customer disputes a bill for the NextEra Energy Services Electricity Charge, Customer must pay any undisputed portion of the bill by the due date specified in the applicable payment terms. If the unpaid, disputed portion of the bill is subsequently resolved in favor of NextEra Energy Services, the Late Fee will be applied to such unpaid amounts.

20465 State Highway, Suite 200, Houston, TX 77070
Customer Service: 877.628.2890; Fax: 800.627.8813; Email: contracts@nexteraenergyservices.com

8. DISPUTES OR COMPLAINTS. Customer should contact NextEra Energy Services at 866-960-4392 (toll free) with any questions or complaints regarding its generation service or bills for the NextEra Energy Services Electricity Charge. In the event that the NextEra Energy Services customer service representative cannot resolve Customer's complaint in a timely and satisfactory fashion, Customer may request a review by a NextEra Energy Services customer service manager. Customer may also contact the Consumer Affairs Division of the New Hampshire Public Utilities Commission at 800-852-3793 to obtain information about its consumer protection rights. Customer should contact its LDU directly in the event of a power outage or if Customer has questions regarding the Delivery Charges on its bill.

9. CREDIT AND DEPOSIT REQUIREMENTS. NextEra Energy Services reserves the right to request a credit history on an applicant for service prior to offering service and to refuse service to anyone who does not meet NextEra Energy Services's credit standards. If NextEra Energy Services determines, prior to offering service or at any time during the term of this Agreement, that Customer's credit is unsatisfactory, NextEra Energy Services has the right to require Customer to make alternate payment or credit arrangements to ensure prompt payment of amounts owed or otherwise payable under this Agreement including, without limitation, the posting of an initial or subsequent security deposit, or an increase in the amount of the deposit. In addition, if Customer's Energy Usage increases during the term of this Agreement, NextEra Energy Services may require a security deposit or an increase in the amount of an existing security deposit. The posting or amount of any security deposit hereunder shall be subject to any limitations imposed by applicable law. A security deposit in the form of cash that is held for more than six months from the date of deposit shall earn simple interest thereon at the rate payable on two-year, United States Treasury notes. A security deposit shall be refunded by means of a credit to Customer's bill once Customer has made twenty-four (24) consecutive payments without assessment of any Late Fees. Upon termination of service, NextEra Energy Services will apply any security deposit plus accrued and unpaid interest thereon toward any outstanding balance on Customer's final bill and will refund any remaining security deposit.

10. TERMINATION OF AGREEMENT BY CUSTOMER. Customer has the right to switch to another electricity supplier at any time during the term of this Agreement; provided, however, that if Customer terminates this Agreement, in whole or as relating to any single Account(s), before the end of the Initial Term, Customer shall pay NextEra Energy Services the Early Termination Fee. In addition, if Customer terminates this Agreement with less than thirty (30) days advance written notice, Customer shall be assessed the Insufficient Notice Fee. In the event that Customer terminates this Agreement as provided for in this Section, Customer shall be obligated to pay for the electricity and related services provided to Customer pursuant to this Agreement prior to the date that such termination becomes effective, including Late Fees, if applicable. The Parties agree that the amounts recoverable hereunder are a reasonable estimate of loss and not a penalty.

11. TERMINATION OF AGREEMENT BY NEXTERA ENERGY SERVICES. NextEra Energy Services reserves the right to terminate this Agreement if Customer (i) fails to make timely payment of all amounts due NextEra Energy Services; or (ii) fails to post a security deposit under the provisions of the Credit and Deposit Requirements Section herein within ten (10) days of a request for deposit; or (iii) breaches any warranty or representation to NextEra Energy Services; or (iv) defaults on any material obligation under this Agreement; or (v)(A) makes an assignment for the benefit of creditors, (B) files a petition or otherwise authorizes the commencement of a proceeding under the Bankruptcy Code or similar law for protection of creditors, or has such petition filed against it, (C) otherwise becomes bankrupt or insolvent, or (D) is unable to pay its debts as they fall due; or (vi) enters into a merger with, or sells substantially all of its assets to, another entity that fails to assume Customer's obligations under this Agreement. In the event service is terminated in accordance with this Section, Customer shall pay the Early Termination Fee. NextEra Energy Services will notify Customer of its intent to terminate service at least ten (10) business days prior to the effective date of termination and, unless another competitive electricity supplier is chosen by Customer, Customer's electricity will be provided by the LDU under its applicable generation service tariff. Customer's electric service will not be physically disconnected upon termination of this Agreement by NextEra Energy Services pursuant to the provisions of this section.

12. TITLE, RISK OF LOSS AND INDEMNIFICATION. Title and risk of loss to the electricity sold hereunder shall pass from NextEra Energy Services when it is delivered to the Delivery Point for each Account(s). Customer shall indemnify and defend NextEra Energy Services from all claims for any loss, damage, or injury to persons or property, including without limitation all consequential, incidental, exemplary, or punitive damages arising from or relating to the distribution or consumption of electricity at and after the point at which the LDU delivers the electricity to Customer's facilities to which the Account(s) pertain.

20455 State Highway, Suite 200, Houston, TX 77070
Customer Service: 877.528.2890; Fax: 800.627.8813; Email: contracts@nexteraenergyservices.com

13. FORCE MAJEURE. In the event that either Party's performance of its obligations under this Agreement is interrupted or delayed by any occurrence not caused by either Party, whether such occurrence is an act of God or public enemy, or whether such occurrence is caused by storm, earthquake, or other natural forces, or by war, riot, public disturbance, labor action, or the acts or omissions of anyone not a Party to this Agreement, then the Party affected by such occurrence shall be excused from such performance and any further performance required under this Agreement for whatever period is reasonably necessary to remedy the effects of that occurrence.

14. CHANGE IN LAW. In the event that there is a Change in Law and such Change in Law results in NextEra Energy Services incurring additional costs and expenses in providing the services contemplated herein, such additional costs and expenses shall be the Customer's responsibility and will be assessed to Customer in NextEra Energy Services's monthly bills as an additional Pass-Through Charge.

15. REPRESENTATIONS AND WARRANTIES. Each Party warrants and represents to the other Party that: (i) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; (ii) it is authorized and qualified to do business in the jurisdictions necessary to perform this Agreement; (iii) the execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary corporate or other actions and do not violate any agreement to which it is a party or any laws or regulations applicable to it; and (iv) the Agreement, when delivered, will be valid and legally binding upon it and enforceable in accordance with its respective terms (subject to equitable defenses). Customer further warrants and represents to NextEra Energy Services that it has full power and authority over the provision of electricity to the facilities to which the Account(s) pertain.

16. DISCLAIMER OF WARRANTY. NEXTERA ENERGY SERVICES EXPRESSLY DISCLAIMS ALL WARRANTIES REGARDING THE QUALITY OF ELECTRICITY DELIVERED TO CUSTOMER PURSUANT TO THIS AGREEMENT, WHETHER WRITTEN, ORALLY EXPRESSED, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

17. LIMITATION OF LIABILITY. UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, ANY LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO DIRECT ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES AND DAMAGES AT LAW OR IN EQUITY ARE WAIVED AND NEITHER PARTY WILL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISIONS OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT. THE LIMITATIONS IMPOSED ON REMEDIES AND DAMAGE MEASUREMENT WILL BE WITHOUT REGARD TO CAUSE, INCLUDING NEGLIGENCE OF ANY PARTY, WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE, PROVIDED NO SUCH LIMITATION SHALL APPLY TO DAMAGES RESULTING FROM WILLFUL MISCONDUCT OF ANY PARTY.

18. FORWARD CONTRACT. The Parties agree that this Agreement is a "forward contract" and that NextEra Energy Services is a "forward contract merchant" for purposes of the United States Bankruptcy Code, as amended, (the "Bankruptcy Code") any payment related hereto will constitute a "settlement payment" as defined in Section 101 (51A) of the Bankruptcy Code.

19. ATTORNEY'S FEES. If Customer fails to timely pay amounts due under this Agreement and NextEra Energy Services refers Customer's outstanding balance to an attorney or collection agent for collection, or if NextEra Energy Services files a lawsuit in connection with this Agreement, or collects Customer's outstanding balance through bankruptcy or judicial proceedings, Customer agrees to pay NextEra Energy Services its reasonable fees and expenses (including reasonable attorney's fees) incurred by NextEra Energy Services in connection therewith.

20. DO NOT CALL LIST. The New Hampshire Public Utilities Commission requires electricity suppliers to notify their residential and small commercial customers that they can be placed on a Do Not Call list by registering with the Federal Trade Commission at www.donotcall.gov or by telephone at 866-382-1222.

21. AMENDMENT. This Agreement may not be amended except by a written amendment signed by both Customer and NextEra Energy Services.

22. SEVERABILITY. If any provision of this Agreement is held to be void or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect to the extent that the intended essential purposes of this Agreement are not materially altered.

23. HEADINGS. Headings are for the convenience of the parties and shall be ignored for purposes of interpreting this Agreement.

24. ASSIGNMENT. NextEra Energy Services may assign its rights and obligations under this Agreement to a third party. Customer may not assign its rights and obligations under this Agreement to a third party without the prior written consent of NextEra Energy Services, which consent shall not be unreasonably withheld. NextEra Energy Services may deny such assignment based on the creditworthiness of the assignee.

25. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall be deemed to be one and the same instrument.

26. WAIVER. No waiver by any Party hereto of any one or more defaults, by the other Party in the performance of any of the provisions of this Agreement shall be construed as a waiver of any other default or defaults whether of a like kind or different nature.

27. GOVERNING LAW OR VENUE. This Agreement shall be governed by and construed, enforced and performed in accordance with the laws of the state of New Hampshire. Each party hereby designates the New Hampshire state courts of competent jurisdiction or the United States District Court for the District of New Hampshire as the exclusive courts of proper jurisdiction of any suit, claim, action or other proceedings, whether at law or in equity, relating to this Agreement, and venue for any such suit, claim action or other proceedings shall be in Concord, New Hampshire.

28. CONFIDENTIALITY. Parties agree to keep all terms and provisions of this Agreement confidential and not to disclose the terms of the same to any third parties without the prior written consent of the other Party; provided, however, each Party shall have the right to make such disclosures, if any, to governmental agencies and to its own agents, attorneys, auditors, accountants and shareholders or members as may be reasonable necessary. If disclosure is sought through process of a court, or a state or federal regulatory agency, the Party from whom the disclosure is sought shall provide reasonable notice thereof to the other Party. NextEra Energy Services will not release any Customer confidential information without obtaining prior written authorization of the Customer unless required by law.

29. LIMITED AGENT. NextEra Energy Services's responsibility as Customer's limited agent is limited to the tasks authorized for NextEra Energy Services to provide the services under this Agreement and does not result in imposition on NextEra Energy Services, and Customer hereby waives, any other duties of any kind or nature, including fiduciary duties which may otherwise arise by operation of law.

30. ENTIRE AGREEMENT. This Agreement embodies the entire Agreement and understanding between the Parties, and supersedes all prior agreements and understandings between the Parties, whether written or oral, with respect to the subject matter hereof.

31. NOTICES. Any notice or other document to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be delivered to the receiving Party by prepaid registered mail, courier service or facsimile. NextEra Energy Services's mailing address and facsimile number to be used for any notices that shall be given to or served on NextEra Energy Services by Customer are set forth below. Customer's mailing address and facsimile number to be used for any notices that shall be given to or served on Customer by NextEra Energy Services are set forth on the BEA. Notice delivered by prepaid registered mail shall be deemed to have been received at the end of the third business day after the date of mailing, or such earlier time as is confirmed by the receiving Party, except that when there is a strike affecting delivery of mail, all notices shall be delivered by courier or by facsimile. Notice delivered by courier shall be deemed to have been received on the business day after it was sent or such earlier time as is confirmed by the receiving Party. Notice sent by facsimile shall be deemed to have been received at the close of the business day on which it was transmitted (or, if transmitted after the close of business, then on the next business day) or such earlier time as is confirmed by the receiving Party.

Notice Information:

For registered mail and courier service – NextEra Energy Services, 20455 State Highway 249, Suite 200, Houston, TX 77070

For facsimile – 800-627-8813

20455 State Highway, Suite 200, Houston, TX 77070
Customer Service: 877.628.2890; Fax: 800.627.8813; Email: contracts@nexteraenergyservices.com

Additional Contact Information:

For billing and customer service inquiries, email custserv@nexteraenergyservices.com, call 877.528.2890, or fax 800.627.8813

For contract inquiries, email contracts@nexteraenergyservices.com or fax 800-627-8813

Internet address: www.nexteraenergyservices.com

Mailing address: 20455 State Highway 249, Suite 200, Houston, TX 77070

20455 State Highway, Suite 200, Houston, TX 77070

Customer Service: 877.528.2890; Fax: 800.627.8813; Email: contracts@nexteraenergyservices.com



**BUSINESS ELECTRICITY AUTHORIZATION
NEW HAMPSHIRE MEDIUM AND LARGE COMMERCIAL SALES**

SERVICE INFORMATION		
Service Type: <input type="checkbox"/> Switching Service Provider <input checked="" type="checkbox"/> Renewal		
Business Name ("Customer"): <u>TOWN OF NEWMARKET</u>		<i>See Attached Addendum A For Multiple Account Nos., and Service and Billing Addresses</i>
Contact Name: <u>Ed Wojnowski</u>	Primary Phone: <u>603-659-3617, ext. 1301</u>	Fax: <u>603-659-8508</u>
Tax ID#: <u>02-60000643</u>	Secondary Phone: _____	Email: <u>ewojnowski@newmarketnh.gov</u>
Duns #: _____	Prior Electricity Supplier: _____	
Tax Exemption: If a non-renewing customer, a completed tax exemption certificate must accompany this Agreement. If no certificate is attached, NextEra Energy Services will assume that sales to Customer are subject to Taxes and will process Customer's account accordingly.		

Initial Term of service: 12 Months

Start Month/Year: 12/2012

Agreement: This Business Electricity Authorization and all addenda attached hereto (the "BEA"), together with the Electric Supply Terms of Service ("TOS") attached hereto as Exhibit A and incorporated herein by reference will form the Electricity Sales Agreement (the "Agreement") between NextEra Energy Services New Hampshire, LLC ("NextEra Energy Services") and Customer. Any capitalized terms not defined in this BEA shall have the meanings set forth in the TOS. Any inconsistency between the BEA and the TOS shall be governed by the BEA.

Term: This Agreement shall become effective when the BEA is signed by both Parties (the "Effective Date") and shall continue for the Initial Term (as defined in the TOS). After the Initial Term expires; this Agreement shall continue on a month-to-month basis at the Holdover Price unless and until either Party terminates this Agreement, as provided in the TOS, and the LDU successfully switches Customer's Account(s) to another competitive electricity supplier or to the LDU's generation service.

Termination: If Customer terminates this Agreement before the end of the Initial Term, Customer will be assessed the Early Termination Fee or pay NextEra Energy Services's damages, as provided in the TOS.

Price: The unit price for electric service provided to Customer by NextEra Energy Services during the Initial Term (the "Price") is set forth in Addendum B. The total monthly charge for electric service (the "NextEra Energy Services Electricity Charge") is the sum of (i) the product of Customer's total metered Energy Usage during a Billing Cycle and the Price or Holdover Price, whichever is applicable, (ii) the Monthly Base Charge, (iii) Pass-Through Charges, if applicable, and (iv) Taxes. The NextEra Energy Services Electricity Charge does not include Delivery Charges.

Billing and Payment: Customer will be billed monthly for the NextEra Energy Services Electricity Charge. If Customer's bill is not paid when due, Customer will be charged the Late Fee and other charges, as provided in the TOS.

Switching Fee: NextEra Energy Services does not charge a fee to switch to its service.

Authorization and Acknowledgement: Customer hereby acknowledges that it is changing its electricity supplier from that set forth above to NextEra Energy Services and hereby authorizes NextEra Energy Services, for the duration of this Agreement, to become its electricity supplier and to act as its limited agent to perform the necessary tasks to establish electricity service with NextEra Energy Services. By signing this BEA (facsimile signature accepted as if it were an original), Customer hereby agrees, as of the Effective Date, that Customer has read the Agreement and agrees to the terms and conditions set forth herein. The undersigned below warrants and represents that he/she is legally authorized to enter into this Agreement on behalf of Customer. This Agreement is not valid or binding unless and until signed by both Parties.

Customer - Authorized Signature:	NextEra Energy Services New Hampshire, LLC:
Customer Name: <u>TOWN of NEWMARKET</u>	By: _____
By: <u>[Signature]</u>	Name: _____
Name: <u>EDWARD J. WISNIEWSKI</u>	Title: _____
Title: <u>TOWN ADMINISTRATOR</u>	Effective Date: _____
Date: <u>MAY June 24, 2012</u> <u>[Signature]</u>	Sales Representative/Code: 1049

ECALLNHBEA031111



**BUSINESS ELECTRICITY AUTHORIZATION
NEW HAMPSHIRE COMMERCIAL SALES
Fixed Price Product**

Addendum B

CUSTOMER NAME: TOWN OF NEWMARKET

PRICING DETAILS:

Price:

- \$0.07075 per kWh, which includes Customer's costs and charges for the energy components checked in the table below as "Included in the Price".
- The Price is fixed for the duration of the Initial Term.
- The Price excludes Taxes and any "Pass-Through Charges Excluded from Price" checked in the table below, which charges may vary.

Component (NEPOOL)	Included in Price	Pass-Through Charges Excluded From Price
Energy Congestion and ISO Losses	X	
Transmission and Distribution Losses	X	
Renewable Energy Credits for State RPS Requirements, if any	X	
Ancillary Services (excluding RMR)	X	
Reliability Must Run (RMR)	X	
Capacity	X	

Monthly Base Charge: \$0.00 per Account per month.

Accepted and Agreed:

Customer – Authorized Signature: Customer Business Name: <u>TOWN OF NEWMARKET</u> Signature: <u><i>Edward J. Wosinski</i></u> Printed Name: <u>EDWARD J. WOSINSKI</u> Title: <u>TOWN ADMINISTRATOR</u> Date: <u>5.24.2012</u>	NextEra Energy Services New Hampshire, LLC Signature: _____ Printed Name: _____ Title: _____ Effective Date: _____ Sales Representative: 1049
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------



BUSINESS ELECTRICITY AUTHORIZATION
NEW HAMPSHIRE COMMERCIAL/INDUSTRIAL SALES

Addendum A

Customer Name: TOWN OF NEWMARKET

NOTICE TO CUSTOMER: Notwithstanding any provision in the Agreement to the contrary, the following shall apply: It is possible that, for various reasons, the LDU will not enroll some or all the Accounts listed above and the LDU will so advise NextEra Energy (such unenrolled Accounts being referred to as "UE Accounts"). In such case, NextEra Energy will provide written notice to Customer of Customer's UE Accounts. All UE Accounts shall be automatically deleted from this Addendum A without an amendment hereto (i.e., an amendment signed by both Parties) and NextEra Energy shall not be required to serve such UE Accounts.

LDU Account No.	Service Address	Billing Address	New Account on Renewal
56430741074		Town of Newmarket, 186 Main	Renewal
56624931010		Town of Newmarket, 186 Main	Renewal
56683601033		Town of Newmarket, 186 Main	Renewal
56916621071		Town of Newmarket, 186 Main	Renewal
56961674090		Town of Newmarket, 186 Main	Renewal
56994601086		Town of Newmarket, 186 Main	Renewal
8001085-01-3-1		Town of Newmarket, 186 Main	Renewal
8001545-01-7-6		Town of Newmarket, 186 Main	Renewal
8001545-03-3-3		Town of Newmarket, 186 Main	Renewal

Customer Initials: SPDate: 5.24.2012

NextEra Energy Initial: _____

Date: _____

ECALLALLEXCNHAD090810



BUSINESS ELECTRICITY AUTHORIZATION
NEW HAMPSHIRE COMMERCIAL/INDUSTRIAL SALES

Addendum A

Customer Name: TOWN OF NEWMARKET

NOTICE TO CUSTOMER: Notwithstanding any provision in the Agreement to the contrary, the following shall apply. It is possible that, for various reasons, the LDU will not enroll some or all the Accounts listed above and the LDU will so advise NextEra Energy (such unenrolled Accounts being referred to as "UE Accounts"). In such case, NextEra Energy will provide written notice to Customer of Customer's UE Accounts. All UE Accounts shall be automatically deleted from this Addendum A without an amendment hereto (i.e., an amendment signed by both Parties) and NextEra Energy shall not be required to serve such UE Accounts.

LDU Account No.	Service Address	Billing Address	New Account on Renewal
56067041079		Town of Newmarket, 186 Main	Renewal
56121831010		Town of Newmarket, 186 Main	Renewal
56139551006		Town of Newmarket, 186 Main	Renewal
56170941082		Town of Newmarket, 186 Main	Renewal
56283290021		Town of Newmarket, 186 Main	Renewal
56291474039		Town of Newmarket, 186 Main	Renewal
56296931090		Town of Newmarket, 186 Main	Renewal
56307551077		Town of Newmarket, 186 Main	Renewal
56316551084		Town of Newmarket, 186 Main	Renewal
56352690051		Town of Newmarket, 186 Main	Renewal
56403151087		Town of Newmarket, 186 Main	Renewal
56439215088		Town of Newmarket, 186 Main	Renewal
56483741062		Town of Newmarket, 186 Main	Renewal
56572451037		Town of Newmarket, 186 Main	Renewal
56646741041		Town of Newmarket, 186 Main	Renewal
56653021006		Town of Newmarket, 186 Main	Renewal
56653474080		Town of Newmarket, 186 Main	Renewal
56653601096		Town of Newmarket, 186 Main	Renewal
56793801093		Town of Newmarket, 186 Main	Renewal
56942551078		Town of Newmarket, 186 Main	Renewal
56983751045		Town of Newmarket, 186 Main	Renewal
56174141069		Town of Newmarket, 186 Main	Renewal
56176421014		Town of Newmarket, 186 Main	Renewal
56244851069		Town of Newmarket, 186 Main	Renewal
56336041041		Town of Newmarket, 186 Main	Renewal

Customer Initials: EPV Date: 5.24.2012
 NextEra Energy Initials: _____ Date: _____

ECALLALEXCNHAD090810



**Town of Newmarket, New Hampshire
Town Council Workshop
January 16, 2013
Town Council Chambers**

7. New Business

- a. Closing Comments by Town Councilors



**Town of Newmarket, New Hampshire
Town Council Workshop
January 16, 2013
Town Council Chambers**

8. Adjournment