



**Town of Newmarket, New Hampshire
Town Council Workshop
July 24, 2013 7:00 p.m.
Town Council Chambers**

AGENDA:

1. Pledge of Allegiance

2. Public Forum: *(This is an opportunity for the public to address the Town Council)*

3. Town Council to Consider Acceptance of Minutes

- a. July 10, 2013 Business Meeting

4. Review of 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

6. Discussions/Presentations

- a. Resolution #2013/2014-09 Authorizing the Participation in the USDA Rural Development Program Loan of Up to \$10,340,000 for Costs Associated with the Waste Water Treatment Facility Upgrade *(TA Requests to Suspend the Rules)*
- b. Resolution #2013/2-14-10 Authorizing the Participation in the State of New Hampshire Revolving Fund (SRF) Loan of Up to \$14,100,000 for Costs Associated with the Waste Water Treatment Facility Upgrade *(TA Requests to Suspend the Rules)*
- c. Ordinance 2012/2013-02 Amendments to Sections 1.04 Zoning Map, Section 1.09 Special Use Permits, Section 2.02 M-2 District, Section 5.08 Downtown Commercial Overlay District, and Section 7.02 Mixed Use Development of the Town of Newmarket Zoning Ordinance, Adopted 02/14/96, as Amended Through August 4, 2010 *(TA Requests to Suspend the Rules)*

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.



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- 3. Town Council to Consider Acceptance of Minutes**
 - a. July 10, 2013 Business Meeting

TOWN OF NEWMARKET, NEW HAMPSHIRE
TOWN COUNCIL BUSINESS MEETING
JULY 10, 2013
COUNCIL CHAMBERS

PRESENT:

Council Chairman Gary Levy, Council Vice Chairman John Bentley, Councilor Dan Wright, Councilor Larry Pickering, Councilor Dale Pike, (on speaker phone), Councilor Ed Carmichael

Town Administrator Steve Fournier

EXCUSED:

Councilor Phil Nazzaro

Council Chairman Levy opened the meeting at 7:02 p.m., followed by the Pledge of Allegiance.

PUBLIC FORUM:

Bert Allen of 56 Smith Garrison Road objected to Resolution #2012/2013-63 Contract for the Lamprey River Macallen Dam Removal Feasibility and Impact Analysis on the basis that removing the dam would increase the population of the aggressive and predatory lamprey eel. He was asked to send the supporting information to the Dam Study Committee. He then spoke about the possibility of the town adopting full 501C3 status, and believed this could save money. Currently, if a citizen makes a donation to the town, the amount can be deducted from income tax. Town Administrator Fournier said he did not believe that a government agency could adopt 501C3 status. Interim Finance Director Angell said the state does not allow this, and towns can only adopt partial non-profit status so that contributions to the town may be income tax exempt. Mr. Allen then suggested that the Council look into creating 501C status for the Dam, and having dues-paying members who could finance its maintenance.

Leo Fillion of 3 Lafayette Road read from a statement for the record.

"Three or four years ago when I was Chair of the Capital Improvement Program Committee, my recollection which is often not the best, is that the Sewer Department submitted to the CIP Committee in about 2009 a detailed proposal which included the redesign and estimated construction costs of a new Bay Road Sewer pumping station for increased pumping capacity and the replacement costs for the 6" forced sewer main which ran from the Bay Road pumping station across the Lamprey River to the gravity Sewer main behind Rivermoor Landing.

After a few CIP meetings which the CIP Committee felt showed significant flaws in the proposal, the sewer department withdrew their application for inclusion of this proposal in the Capital Improvement Plan.

There are public records which are available somewhere which shows the results of these meetings and I feel no further expenditure from sewer department capital reserve funds is necessary at this time until these records are made available to the Council. The report by Underwood Engineers in about 2009 on

their extensive study of the Bay Road sewer system and the pumping station and their recommendations on which much of the CIP findings were based should also be made available.”

Town Administrator Fournier will find the documents and make them available to the Council and public. The Public Forum closed at 7:22 p.m.

MINUTES OF THE JUNE 19, 2013 COUNCIL WORKSHOP

Council Vice Chairman Bentley moved to approve the minutes of the June 19, 2013 workshop, and Councilor Carmichael seconded. Discussion and corrections: Councilor Pickering asked that the name Russell Polk on page 4 be corrected to Russell pope, and that Hammell Brook be changed to Hamel Brook, also on page 4. Town Administrator Fournier polled the Council. Motion passed 5 – 0 -1, with Council Vice Chairman Bentley abstaining as he had not been at the meeting.

REPORT OF THE TOWN ADMINISTRATOR

Town Administrator Fournier reported that, in the addition to the \$31,435 that had been budgeted as a contribution holiday for FY2014 from the LGC Health Trust Fund, the town had also been awarded \$85,098. He and the Finance Director will work together on how best to use the additional funds. Council Chairman Levy asked if the threatened litigation between some towns and LGC could forestall Newmarket receiving funds. Town Administrator Fournier explained that the towns that had filed suit were members in 2010, but currently were not members of the Trust. The Supreme Court did not let them intervene. The towns might try another avenue for their suit, which might delay the receipt of \$85,098, but the town can expect to receive the \$31,435.

The revised Personnel Policy also referred to as the Personnel Handbook is currently being reviewed by the Town Attorney, and, when finalized, will be presented to the Council in August.

The Wastewater Review Committee, comprised of Councilors Carmichael and Wright, Council Vice Chairman Bentley, Town Administrator Fournier and Wastewater Superintendent Greig, met with Wastewater Superintendents from Dover and Rochester to review applications from 2 engineering firms. The Town and Administrator and Wastewater Superintendent were meeting frequently with representatives from Rural Development and DES to secure more funding for the sewer plant upgrades. At the next workshop, the Council can expect to receive a list of actions necessary to receive more funding.

The Codification process had started and was expected to be complete in 9 – 12 months. When finalized, the town can expect to have a bound, legal document including all ordinances and policies for a Municipal Code. Work will also involve the Town Attorney, Police Chief, Fire Chief and Town Planner.

The town had received some resumes in response to the advertisement for a part-time Finance Director. Councilor Pickering asked while they were discussing a Finance Director in the near future, if they could have current salary and benefit information for the Interim Director. Town Administrator Fournier said that the current Director does not receive benefits, and he will get the salary information.

The Municipal Budget Committee is hosting a Budget Workshop on Monday evening, July 22nd in the town auditorium. The workshop is open to public officials and community members. Those interested in attending need to contact either the Town Administrator or Administrative Assistant.

OLD BUSINESS: ORDINANCES AND RESOLUTIONS IN THE 2ND READING

Resolution #2012/2013-57 Authorizing the Town Administrator to Enter into an Agreement for Asphalt

Council Vice Chairman Bentley moved to accept Resolution #2012/2013-57 Authorizing the Town Administrator to Enter into an Agreement for Asphalt. Councilor Carmichael seconded.

Discussion: The Resolution states the price at \$67 a ton, but a total figure will not be available until the projects are determined. Councilor Pickering asked DPW Director Malasky what the distance limit was for receiving asphalt. He responded that Portsmouth, Brentwood and Rochester plants were within the distance, but plants in Boston or Concord were too far away to be feasible.

Town Administrator Fournier polled the Council. Motion carried unanimously, 6 – 0.

Resolution #2012/2013-58 Authorizing the Town Administrator to Enter into an Agreement for Granite Curb Stone

Council Vice Chairman Bentley moved to approve Resolution #2012/2013-58 Authorizing the Town Administrator to Enter into an Agreement for Granite Curb Stone. Councilor Carmichael seconded.

Discussion: The amount for curbing is \$24,600. Councilor Pickering asked, since only 2 bids had been received, how many companies had been contacted, and if it would be worthwhile looking further away. Mr. Malasky said both companies were within an 80 mile radius, and they were the only 2 companies he was aware of who could do the type of work needed. The town does small curbing projects in-house. This curbing would be for Packers Falls Road and a section from the rectory to the old fire station.

Town Administrator Fournier polled the Council. Motion carried unanimously, 6 – 0.

Resolution #2012/2013-59 Transferring Funds from the Downtown TIF Capital Reserve Fund

Council Vice Chairman Bentley moved to accept Resolution # 2012/2013-59 Transferring Funds from the Downtown TIF Capital Reserve Fund. Councilor Pickering seconded.

Discussion: The town will pay debt service of \$15,075 and interest of \$92,130 for a total of \$107,250. Councilor Pickering asked if the debt service interest rate could be altered. Interim Finance Director Angell said there was no call date on the loan, and it cannot be paid off early. There are 10 years left on the 20 year loan. Town Meeting had put money aside for debt service for the remaining term of the loan. Previously, the loan had been refinanced to its current rate of 4.25%. A town cannot refinance a loan, only the bonding company. Mr. Angell said that First Southwest reviews the bonding company's portfolio monthly, and looks at rates to see if it is cost-effective to refinance. Councilor Pickering reiterated that the town was halfway to paying off the loan, and even though the funds had been set aside, the loan could not be paid off before the end date. Mr. Angell said this would be an annual request until the loan was paid off.

Town Administrator Fournier polled the Council. Motion carried unanimously, 6 – 0.

Resolution #2012/2013-60 Increase of Sewer Rates

Town Administrator Fournier said that the Council could not vote on this Resolution until after the Public Hearing was held in August.

Resolution #2012/2013-63 Contract for the Lamprey River Macallen Dam Removal Feasibility and Impact Analysis

Town Administrator Fournier said there had been a procedural defect in the March, 2011 Warrant Article. The original article had been to raise and appropriate \$85,000, but the amount had been amended at the Deliberative Session by the amount of the \$40,000 grant to \$45,000. The state requires that the town raise and appropriate the total expenditure, which is \$85,000. He said he was in the process of working with the grantee organization to see if it would serve as half the payee of the project and the town the other half. The town cannot enter into a contract for \$85,000 as it is only authorized to spend \$45,000. He recommended that the Resolution be tabled until the issue is clarified.

Resolution #2012/2013-64 Withdrawal of \$100,000 from the Municipal Transportation Fund for the Purpose of Road Maintenance

Council Vice Chairman Bentley moved to accept Resolution #2012/2013-64 Withdrawal of \$100,000 from the Municipal Transportation Fund for the Purpose of Road Maintenance. Councilor Carmichael seconded. Discussion: Council Chairman Levy noted that one of the areas to be paved was the parking area across from Bryant Rock, and asked if there were any plans for the lot. Town Administrator Fournier said they could look into leasing spaces or encouraging business owners and employees to park there, freeing up closer spaces for business patrons. DPW Director Malasky said there were 17 potential spaces, which were currently used mostly by area residents, and that the lot was full in the winter. The condition of the pavement made plowing difficult and could damage equipment. Councilor Pickering said that Newmarket owns about 100 parcels of which 24 have buildings, but the lot in question did not contain a building. The lot was acquired from NCDC when the mills were acquired and was in bad shape at that time. He felt the lot was too far from businesses and business owners would not want to park there. He felt they should not be spending the money to hot top the lot at this time, but wait until there was a discussion of all the parcels. Councilor Wright thought that Water/Wastewater Superintendent Greig had mentioned that the lot could be the site of a future pumping station.

Mr. Malasky said that they had first begun plowing the lot in January, but in its present condition, he would not be able to plow it again. Plowing would further deteriorate the surface and damage equipment. Town Administrator Fournier had discovered that PSNH had several access easements on the property which could affect the town's ability to dispose of it. Councilor Pickering said this was one of 2 lots the town had acquired from NCDC, the other being the dam. Considering the costs the town faced with the dam, and the terrible condition of the parking lot, he felt consideration of paving the lot should be put on hold. He also questioned whether the town should be supplying spaces for homes that did not have sufficient parking. Council Vice Chairman Bentley wondered why the town was plowing the lot if it currently had no use for it. He noted that he had been an advocate of looking into unused parcels that the town owns. He felt they should look into leasing the lot, and noted that business owners and employees in other towns walked some distance to their businesses.

The cost for paving, providing drainage and curbing for the lot would total \$15,740 of the \$100,000 requested in the Resolution. Councilor Carmichael asked about easements on the property and said he thought the Resolution should be tabled until more was known. Town Administrator Fournier suggested that the Resolution could be amended and the amount lowered by \$15,740. Council Chairman Levy said that if they were going to amend the Resolution, he thought they should get input on interest in leasing spaces and find out current rates. He thought they should also consider leasing some spaces behind Town Hall, and felt paving the lot would not be a bad investment if spaces could be leased. Town Administrator Fournier said if the lot was not going to be repaired, he felt it should be blocked off for the winter. Council Chairman Levy felt that there could be nearby businesses or residents who might be interested in leasing spaces that they are now using for free. Councilor

Wright said the lot is now a liability, and he would not wait until winter to block it off. He thought that at one time, Bryant Rock was looking at the parcel for extra parking. Town Administrator Fournier said that if the 17 spaces were leased for \$400 annually, the town would realize \$6,800 in revenue for a payback period of about 2.5 years, but if the town leased even half the spaces, the payback period would be about 5 years. As it stands now, the lot is a liability and an eyesore.

Mr. Malasky said that if the decision was to not repair the lot, the money in the Resolution could remain the same and be put catching up with road repairs. Council Vice Chairman Bentley said they could amend the Resolution to \$84,206 or keep the amount at \$100,000, which would leave \$10,000 in the account if they decided to repair the lot at a later time. Mr. Malasky said that if the money was kept at \$100,000, they would be able to extend the length of the repairs on Ash Swamp Road by about 2 tenths of a mile, which he felt was safer considering the contours of the road. Repairs entail grinding, grading, compacting and providing 2 foot wide shoulders.

Town Administrator Fournier said they could amend the motion to remove the repairs to the parking lot from the 4th "Whereas" in the Resolution. Council Vice Chairman Bentley so moved and Councilor Carmichael seconded. Town Administrator Fournier polled the Council on the amended Resolution. Motion carried unanimously, 6 – 0. The total amount of the money in the Resolution will remain at \$100,000, all of which will be used for the road repairs. Town Administrator Fournier said he would post signs that the parking lot will soon be closed. Town Administrator Fournier polled the Council on the motion as amended. Motion carried unanimously, 6 – 0.

Resolution #2012/2013-65 Authorizing Lot Line Adjustment and Access Easements for Heron Point Sanctuary (Wajda Family Trust)

Council Vice Chairman Bentley moved to accept Resolution #2012/2013-65 Authorizing Lot Line Adjustment and Access Easements for Heron Point Sanctuary. Councilor Carmichael seconded.

Discussion: Doucette Surveying, the Conservation Commission, the Town and Trust Attorneys had all walked the property. This would be the final document on the adjustment to come before the Council.

Town Administrator Fournier polled the Council. Motion passed unanimously, 6 – 0.

NEW BUSINESS: ORDINANCES/RESOLUTIONS IN THE 1ST READING: *These items are normally held over for discussion and voting at the next Business Meeting after the second reading. However, Councilors may ask that an item be placed on the Workshop agenda or vote to suspend the rules and discuss and vote on a Resolution after the first reading if an issue is urgent.*

There was a discussion of back up material being presented to supplement the first reading. The Council will try having this material available only with the agenda for the second reading. Two readings were initially decided upon to allow time for public comment. Town Administrator Fournier suggested that they have a discussion to abolish the workshops in favor of 2 business meetings per month, which would allow the Council to act more quickly. The Council would have to have a resolution to amend the rules.

Resolution #2013/2014-01 Small Claims Unpaid Police Detail Fees \$200: Council Chairman Levy read the Resolution in full. Councilor Carmichael suggested that, especially with those requesting police detail for the first time, that the town require payment up front.

Resolution #2013/2014-02 Repair and Maintenance on George Stevens Tower Clock: Council Chairman Levy read the Resolution in full.

Resolution # 2013/2014-03 Establishing a Recreation Revolving Fund: Council Chairman Levy read the Resolution in full.

Resolution # 2013/2014-04 Authorizing the Withdrawal of \$99,000 from the Public Works Capital Reserve Fund to Purchase a Trackless Sidewalk Plow/Trackless: Council Chairman Levy read the Resolution in full.

Resolution #2013/2014-05 Authorizing the Town Administrator to Enter into a Two-Year Agreement with Municipal Resources Inc. for Assessing Services: Council Chairman Levy read the Resolution on full.

Resolution #2013/2014- 06 Relating to the Withdrawal of \$10,000 from Sewer Impact Fees for Engineering Services to Determine the Needed Increased Capacity and Cost of the Bay Road Force Main: Council Vice Chairman Bentley read the Resolution in full.

Resolution #2013/2014-07 Authorizing the Town Administrator to Enter into an 18-Month Agreement with ENH as the Town's Electrical Provider: Council Vice Chairman Bentley read the Resolution in full.

Town Administrator Fournier asked for a vote to suspend the rules and a vote on the Resolution, so that the town would not miss the 30 window to retain the proposed price. Council Vice Chairman Bentley moved to suspend the rules and Councilor Carmichael seconded. Town Administrator Fournier polled the Council. Motion to suspend carried unanimously, 6 – 0.

Discussion: Interim Finance Director Angell said there had been 3 responses to the 60 RFPs he had sent out. ENH, which is located in New Hampshire, was the lowest bidder at a fixed rate of .07212 per kilowatt hour, which is \$75 more per year than the town is paying now, but \$26,000 lower per year than estimated cost from PSNH. A one-year extension to the contract with Nextera had been signed by the previous Town Administrator, but it will end in December. Mr. Angell said that contracts should end with the fiscal year, and he and Town Administrator Fournier are working on having all contracts line up with the fiscal year. The charge from ENH is in addition to the line charge.

Town Administrator Fournier polled the Council. Motion carried unanimously, 6 – 0.

Resolution # 2013/2014-08 Relating to the Releasing of \$14,148 of Comcast Franchise Fee: Council Vice Chairman Bentley read the Resolution in full.

CLOSING COMMENTS BY TOWN COUNCILORS

Councilor Pickering asked if he and the other new Councilor could have a copy of Town Administrator Fournier's contract. This was on the CD given to the new Councilors. The annual goals should also have been included. Council Chairman Levy asked Town Administrator Fournier to provide copies in all the Councilors' mailboxes. To Councilor Pickering's question, DPW Director Malasky said that he, along with other public works employees could open the dam gates.

Council Chairman Levy said it seemed that the M-2 zoning change ordinance would be on the next meeting's (Workshop) agenda, when they had a full Council. First the item would have to be taken off the table, and there would have to be a vote passed to suspend the rules. If no amendments were made to the ordinance, a vote could be taken. If there were amendments, there would have to be a Public Hearing and action on the ordinance at the first meeting in August. He said that if anyone in the audience had a public comment pertinent

Town Council Business Meeting
July 10, 2013

to the M-2 zoning change, he would entertain it at this point. Bert Allen said he understanding was that if Mr. Decker's plan went forward for the M-2 zone, he intended to give the town his 26 plus spots for municipal parking. Town Administrator Fournier said he would look into this as no one recalled the statement, but this was under the purview of the Planning Board, not the Council.

ADJOURNMENT: Council Vice Chairman Bentley moved to adjourn and Councilor Pickering seconded. Motion carried unanimously, 6 – 0, and the meeting adjourned at 8:28 p.m.

Respectfully submitted, Ellen Adlington, Recording Secretary



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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

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FOUNDED DECEMBER 15, 1727
CHARTERED JANUARY 1, 1991

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

REPORT OF THE TOWN ADMINISTRATOR
July 24, 2013

Personnel Policy Revisions: I have received the first review by the Town Attorney on the personnel policy. The Finance Director and I are reviewing the recommended changes and adding some changes we heard from the Town Council that they would like included. I should have a final draft for the Council to review at its August workshop.

End of FY13 Estimates: The Finance Director in his monthly report to the Town Council has submitted his estimates for the end of FY2013 budget numbers. **I cannot stress enough that these are estimates and are not final until the auditors review them.**

We are estimating that revenues are going to be coming in \$496,433 higher than anticipated. While this seems very high, the large portion of this was the sale of the former DPW facility. The remaining differences were increases in building permits and increased motor vehicle registrations.

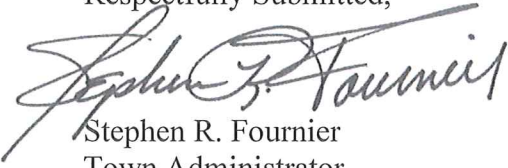
In addition, there is a one-time transfer in of \$187,761 from the closing of the Parking Capital Reserve Fund.

On the expense side, we are estimating that we will be under budget by \$411,916. This was due mainly to vacancies not being filled during the year in Police and Public Works. These are not reductions in the budget, but are one-time savings.

So in total, we will have \$1,077,533 going into fund balance. This will bring our fund balance to an estimated \$2,380,246 or 10.5% of our gross budget. Our goal fund balance percentage is 8%. So currently, we are \$579,460 above the goal. Again, this is very preliminary and we are awaiting a review by our auditors. I would also remind the Council that in the ordinance passed last year, the money should not be used to offset this autumn's tax rate, but can be used to lower the FY15 tax rate by doing one time capital project or using these funds to contribute to Capital Reserve Funds.

Macintosh Well: The committee met to interview potential engineering firms on July 9 and July 18. We should have a final decision to the Council shortly.

Respectfully Submitted,



Stephen R. Fournier
Town Administrator



Department Heads Monthly Reports to the Town Council and Town Administrator

Police Department

Activity:

Activity for the first six month period of 2013 is as follows along with the numbers from the same period last year. Call for service volume, arrests, reportable motor vehicle accidents and reported incidents of criminal activity are up over this same period of time in 2012.

	<u>6/30/2012</u>	<u>6/30/2013</u>	<u>% Increase</u>
Dispatch Calls for Service	9144	10,946	19%
Custodial Arrests	93	127	36%
Criminal Investigations	92	131	42%
Reportable M/V Accidents	44	45	2%

Occasionally the Police Department is requested to handle a non-typical call for service. We had two animal control related calls within the Month of June which have not occurred here within my thirty year career. On June 11, we were called to assist NH Fish and Game with a search warrant at a residence in Newmarket where the homeowner had advertised rattlesnakes for sale on Craig's List. One venomous snake was seized and the investigation continues. On July 5th we were called to the river behind the mill where we located a three foot alligator which was captured and seized by NH Fish and Game Officers who responded to our request. The investigation into the origin of these reptiles continues since both species are not native to NH.

Personnel:

There are no changes from last month to report and we are fully staffed.

Drug Task Force:

At the end of this month Detective Scott Kukesh will be returning to the Police Department on a full-time basis from his grant position on the Attorney General's Drug Task Force. At this time we will not be sending an officer to replace him, although we will continue to work very closely with the Drug Task Force on drug matters that effect Newmarket and the Seacoast. During his tenure at the Task Force, Scott gained a wealth

of investigative knowledge, experience, and training which he can share with our officers here. His law enforcement contacts and experience will benefit the Town and its residents.

Police Vehicle Replacement:

Within the next couple of weeks I will be forwarding a proposal to replace a police line vehicle currently used by the patrol supervisors. This vehicle is currently scheduled within the CIP to be replaced in fiscal year 2013-2014, and has over 130,00 miles on the vehicle. We have also incurred increased maintenance costs on this vehicle in the last couple of years. I am in the process of locating a vehicle within these specifications and requesting quotes from multiple vendors on the equipment setup. I will be forwarding this information to the Council as soon as the quotes have been received.

School Safety Grant:

Last month I reported that we have been working in conjunction with the school district to take advantage of grant monies that are currently available to enhance physical security at the Town’s two school buildings. Currently we have identified some of the area we could improve and are obtaining estimates on completing these projects. The funding would require a percentage match from the school district. We will be meeting again in the upcoming weeks to complete the grant application process after identifying the projects we wish to undertake.

Previous/Current Year Budgets:

At this time FY 2012/2013 budget has completed and most of the expenses incurred have been posted. The Police Department ended the year within budget as expected. At this time the actual figures are not available and the last payroll period hasn’t been posted. There have been no expenditures to date on the FY 2013-2014 budget other than one week of payroll expenditures which have not been posted to date.

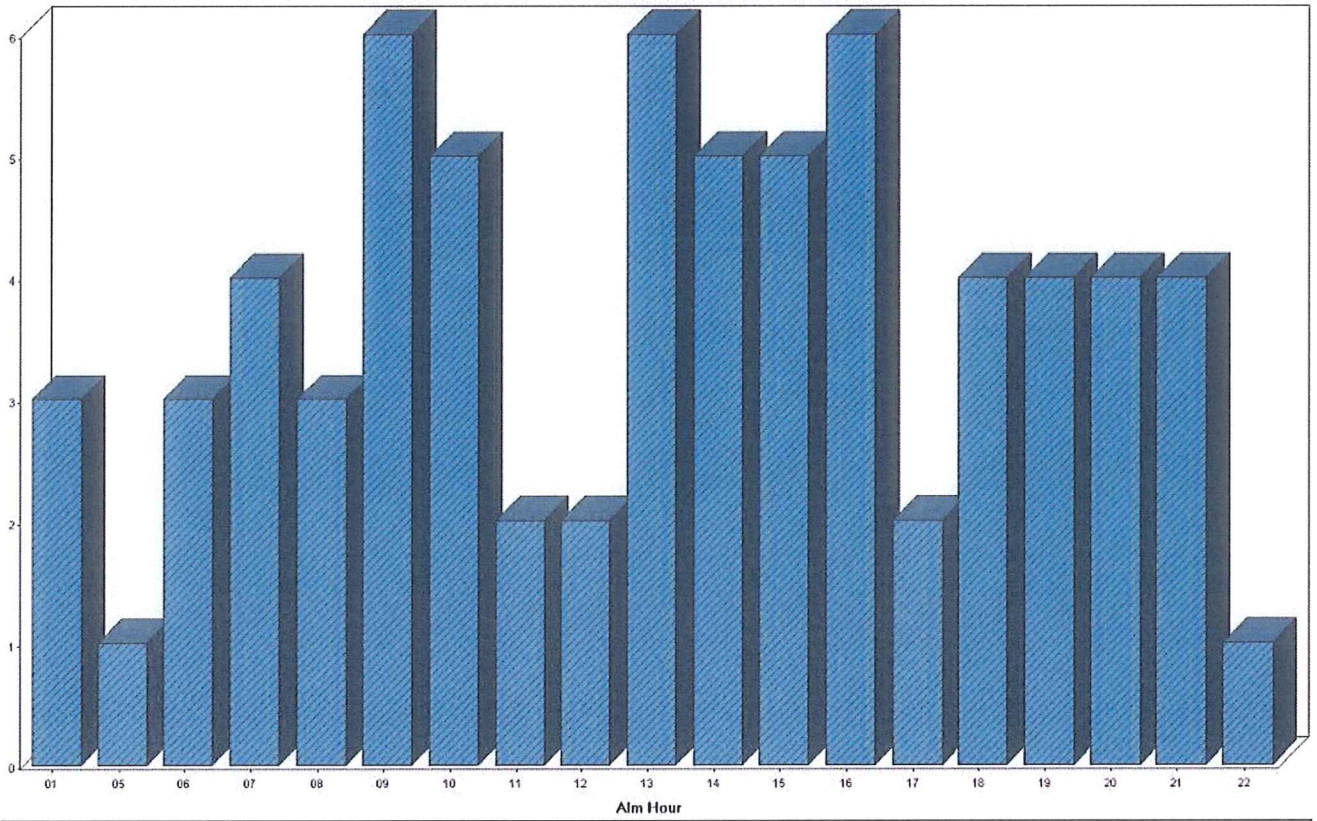
	<u>Budget</u>	<u>Month Exp.</u>	<u>YTD Exp</u>	<u>Amount Remaining</u>	<u>% Expended</u>	<u>Previous Year % Expended</u>
<i>Police Total</i>	1,251,496.98	116,114.31	1,169,586.80	49,650.18	96%	98%

Fire and Rescue Department

- For the month of May the department responded to 70 calls for service. Thirty-nine of those calls were medical calls, transporting 31 patients to area hospitals. The ambulance responded mutual aid to Newfields six times and Stratham three times. Engine 1 responded mutual aid to Durham for a structure fire and the ambulance was requested to Kensington for coverage while they were at a structure fire.
- I have attached charts with activity reports. The activity reports compare this year to last year and the activity for the month of May.
- The following individuals received letters of merit last week, along with lifesaving awards, for an incident involving an 8 month old that was found not conscious or breathing. The recipients were: Captain Doug Hamilton, Captain Bill Barr, Lieutenant Mark Pelczar, Firefighter/EMT Lenny Dube, and Firefighter/EMT Nick Gould. The crews quick response and actions saved this infants life on the early morning of March 27, 2013.
- On Saturday, May 25th crews were out on the Lamprey River conducting water rescue and boat training. This training was very beneficial to the department.
- No concerns at this point with my budget expenditures.

	<u>Budget</u>	<u>Month Exp.</u>	<u>YTD Exp</u>	<u>Amount</u> <u>Remaining</u>	<u>%</u> <u>Expended</u>	<u>Previous</u> <u>Year %</u> <u>Expended</u>
<i>Fire & Rescue Total</i>	322,095.20	27,831.00	289,830.21	32,264.99	90%	115%

Count of Incidents by Alarm Hour
Alarm Date Between (05/01/2013) And (05/31/2013)



Public Works Department

June was one of the rainiest months we had in over 100 years. Luckily we didn't have any flooding concerns but the beavers have posed other issues. We have several locations throughout town where they are plugging up the culverts. Crews are working hard to clear them and we are also working with a trapper to relocate the beavers.

In preparation for replacing the sidewalk on Packers Falls Road we laid out the new sidewalk, saw cut driveways and walkways, replaced several old galvanized water services and added drainage.

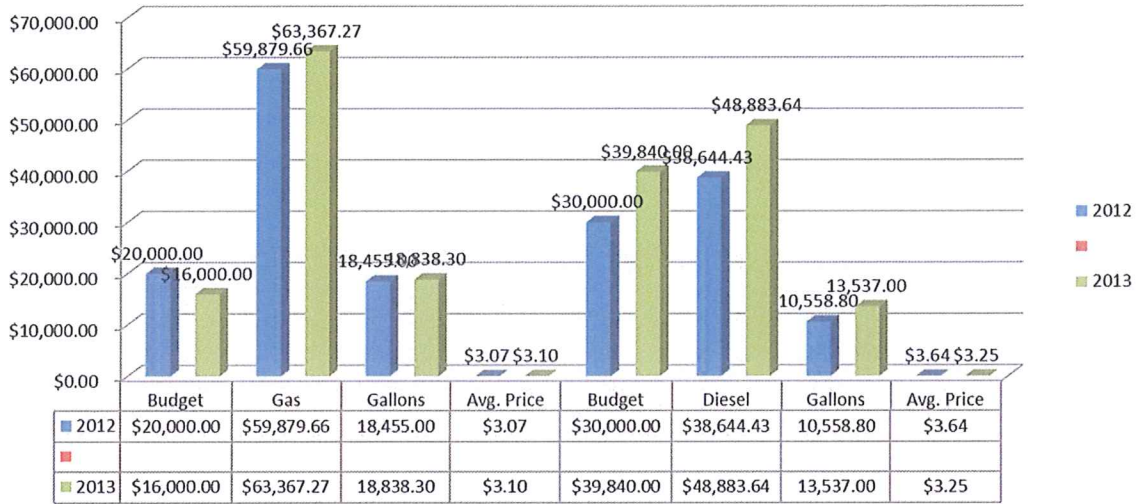
Building and Grounds has been busy over seeding and deep tine aerating all the ball fields. Once again the Newmarket Gardeners assisted us with mulching and planting all the flowers in the traffic islands around town. Their assistance is appreciated!

Unfortunately we had some scheduling issues that delayed the painting of the interior of the town hall. Those issues have been addressed and the work is scheduled to be completed by the end of the month. We are also in the process of getting proposals to replace the carpet in the council chambers, the hallway on the administration level and the entryway to the clerk's office. This carpet is over 20 years old and in much need of replacement.

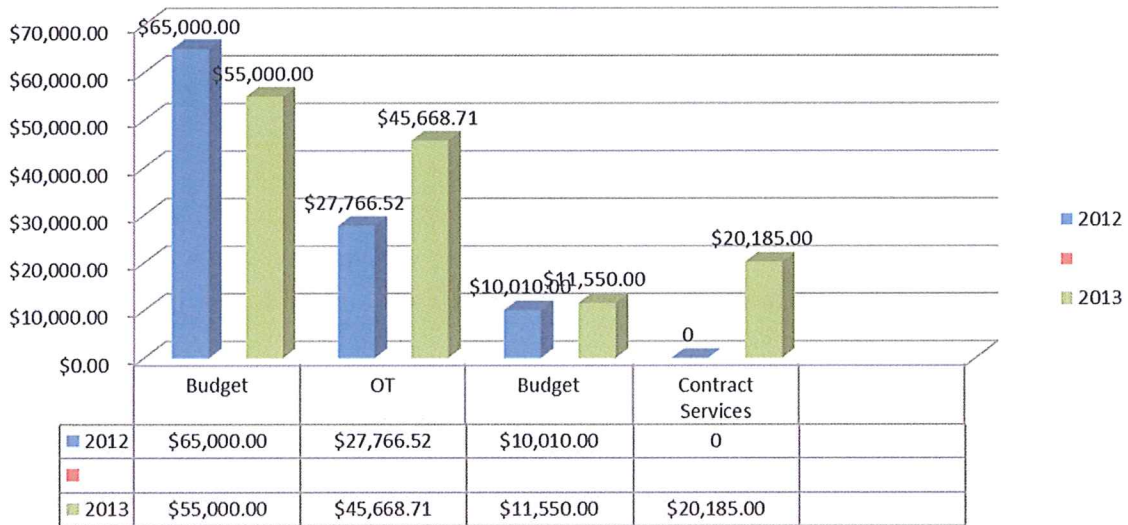
	<u>Budget</u>	<u>Month Exp.</u>	<u>YTD Exp</u>	<u>Amount Remaining</u>	<u>% Expended</u>	<u>% Expended Previous Yr</u>
Public Works Admin. Total	388,313.65	22,494.31	358,175.31	30,138.34	92%	78%
Roadways and Sidewalks Total	374,925.00	-525.81	365,120.69	9,804.31	97%	92%
Street Lights Total	45,000.00	6,352.79	43,382.44	1,617.56	96%	100%
Bridges and Signs Total	500.00	0.00	0.00	500.00	0%	0%
Building and Grounds Total	468,702.80	45,303.86	423,544.24	45,158.56	90%	101%

Cemeteries Total	35,540.20	9,070.68	29,601.42	5,938.78	83%	78%
Vehicle Maintenance Total	197,840.00	-8,324.06	152,601.33	45,238.67	77%	71%

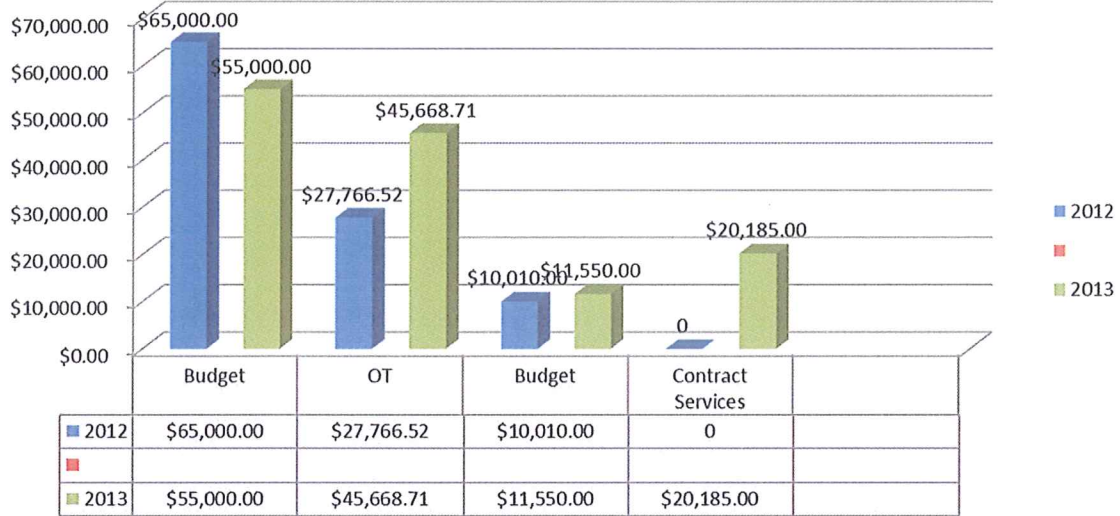
Public Works Department YTD Gas/Diesel



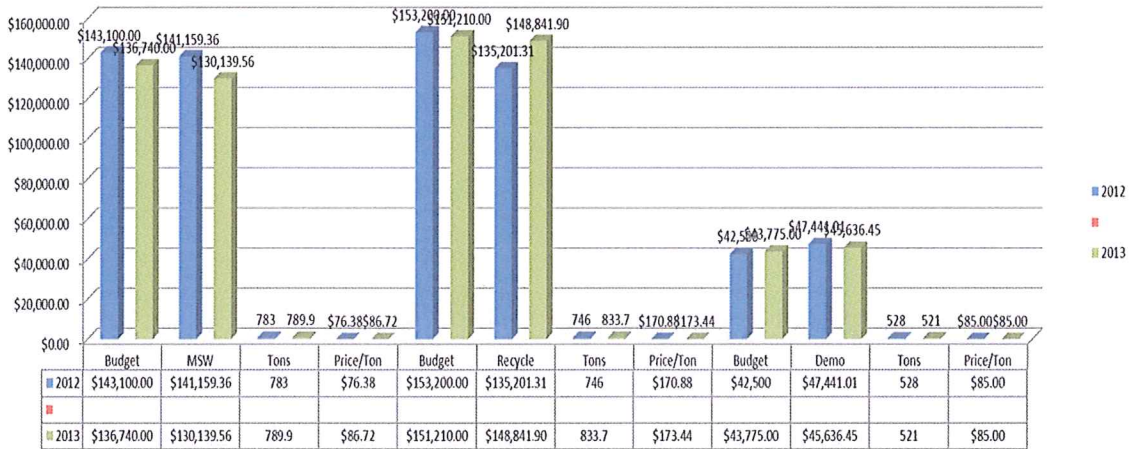
Public Works Department YTD Overtime/Contract Services



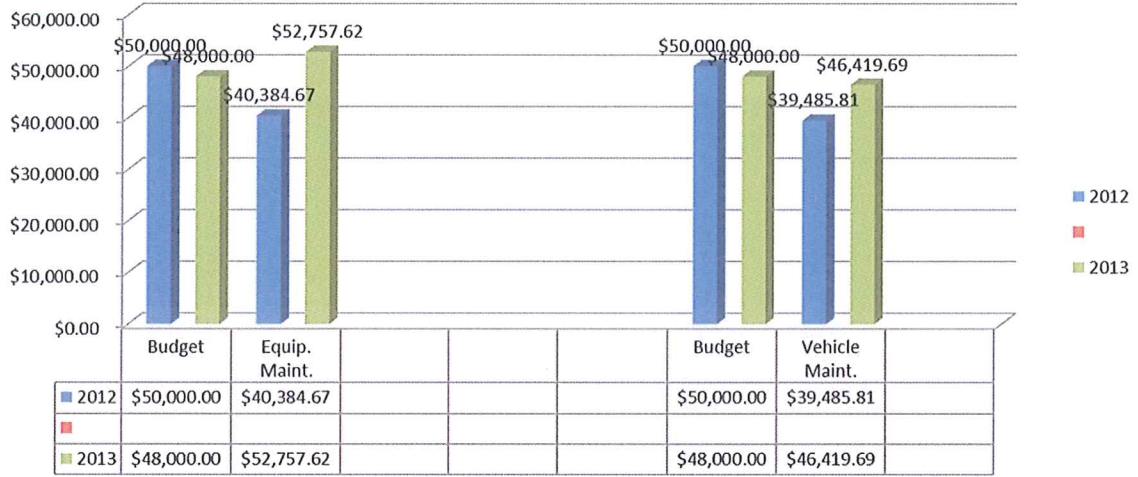
Public Works Department YTD Overtime/Contract Services



Public Works Department YTD Solid Waste



Public Works Department YTD Equipment/Vehicle Maintenance



Water System

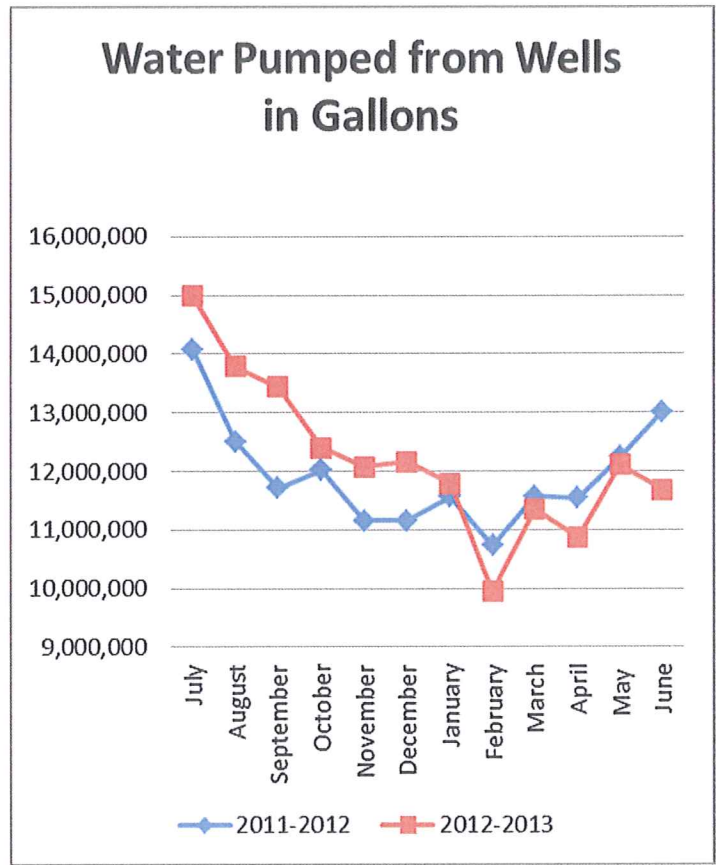
The MacIntosh Well Selection Committee is in the process of interviewing engineering firms. The Committee should have a selected firm soon.

The Department will be meeting with the NHDES to discuss the soil contamination from the gas station at 35 North Main Street. The State is with the gas station is performing more test borings. We are working with NHDOT to locate the water line so it does not conflict with their route 108 sidewalk/bike path/drainage project.

The Department is working on replacing and repairing broken curb and valve boxes, valves, and hydrants.

June water loss: 3.00%

Water Loss Goal: 12.00%



	<u>Budget</u>	<u>Month Exp.</u>	<u>YTD Exp</u>	<u>Amount Remaining</u>	<u>% Expended</u>	<u>% Expended Previous Yr</u>
Water Total	843,230.15	39,098.11	805,869.72	37,360.43	96%	98%

Sewer System

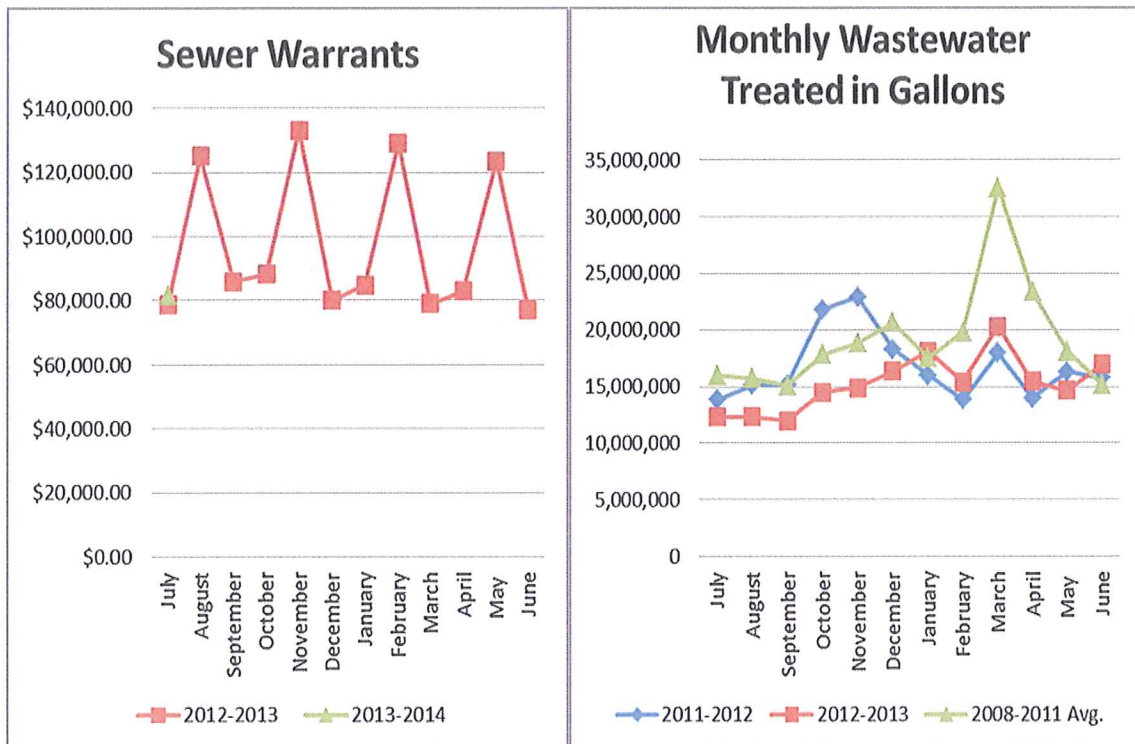
The Wastewater Department had no permit Violations for the month of June.

We have had a pump failure at Cedar Street Lift Station. We are currently operating the station on a back-up pump. The pump has been sent out to be rebuilt.

The Vac-Truck Operator position has closed. We have received two applications. The two applicants will be interviewed.

The Department is working on a sewer system evaluation to meet its new NPDES Permit discharge requirements. The evaluation will be presented to the Council upon completion.

June Infiltration and Inflow (I/I): 253,867 Gallons/Day Year to date I/I: 157,601 Gallons/Day



	<u>Budget</u>	<u>Month Exp.</u>	<u>YTD Exp</u>	<u>Amount Remaining</u>	<u>% Expended</u>	<u>% Expended Previous Yr</u>
Waste Water Total	948,195.61	61,931.68	883,635.56	64,560.05	93%	99%

Information Technology

1. I am in the process of swapping out very old equipment for only modestly old equipment at the Senior Center. This usually works pretty well as they don't require all of the latest bells and whistles and super powers.
2. Our safety video camera system at Town Hall has been having problems. The first step will be to replace the main server for the cameras. This is just a regular PC with a lot of special settings, so shouldn't be a major deal.
3. I will be working with the Police Dept to test all of our panic alarms at Town Hall. I try to do this once a year so when we really need them, they work!
4. I will be changing out our email spam filtering system for a newer system in the next week. Lower in cost, and better features, I think this will be a nice addition to our systems. The current spam blocker keeps blocking too many legitimate messages.
5. I have also started the process of upgrading our web content filtering system. It largely protects us from bad sites that tend to host a lot of malware and spyware, as well as keeping users from inadvertently falling on inappropriate websites. I am still drawing up a schedule for how long this will take.
6. The schools are finally getting staffed up and I have been cutting back my time with them as the new people come more up to speed. I continue to drop by the schools when they need my help.
8. Steve has requested a new conference phone for Council Chambers which I hope to have in place in the next two weeks. It should be dramatically better than the current phone which isn't designed for conference calls. I want to work with Buildings and Grounds to get the phone in FRONT of the credenza as opposed to out back, where I think it does little use.
9. I am still working with the Tax Collection office to make sure we haven't missed anything by shutting off Becky Benvenuti's accounts. Some of the email and communications with Concord has serious legal liabilities if we didn't meet them in a timely fashion, and we want to be sure we don't accidentally miss those.
10. Finalizing the setting up of the new servers and lots of new features I can push out to the end users. I think they will definitely improve productivity in some places!

	<u>Budget</u>	<u>Month Exp.</u>	<u>YTD Exp</u>	<u>Amount Remaining</u>	<u>% Expended</u>	<u>% Expended Previous Yr</u>
<i>IT Total</i>	117,575.66	10,935.63	114,205.31	3,370.35	97%	98%

Building Inspector/Code Enforcement Officer

Current Activity

- The building season is in full swing. While we only have one new home start, we have numerous additions, remodels and renovations underway keeping us busy with field inspections and consultations. These efforts have consumed 80-90% of the inspector's time.
- We still have a considerable back-log of permits that were not closed out. This is not an un-usual situation, but one that requires some effort to address.
- We are investing 1-2 hours of inspection and job meeting time with the high school project. Many of the conditions being discovered are disturbing to some, but they are permitted to exist as those construction methods were permitted at the presumed time of construction. They are what some call 'grandfathered'. In time, all buildings fall out of compliance with new construction standards. All new work is to current code and we have some opportunities to improve on some legal-non-conforming conditions. All in all, this is a reasonably safe occupancy and getting better.
- The 8 Bay Road suspension of building permit has made its way through the ZBA. The ZBA granted two variances (height and floodplain restrictions to rebuild a legal non-conforming) and denied a third on horizontal expansion. In consultation with legal counsel, we have lifted the suspension of permit and created a timeline for compliance.
- Attended Legal Aspects of Code Enforcement and Zoning training with the New Hampshire Seacoast Building Code Officials (NHSBOA). Monthly training on a variety of topic is delivered free of charge with our \$35 annual membership fee.
- Attended the International Code Congress (ICC) Wood Wall Bracing day long seminar presented by New Hampshire Building Officials Association (NHBOA). This critical element of wood frame design is of paramount importance to structural integrity and resistance to lateral forces. While it was a rather long day, it was also time well spent.

	<u>Budget</u>	<u>Month Exp.</u>	<u>YTD Exp</u>	<u>Amount Remaining</u>	<u>% Expended</u>	<u>% Expended Previous Yr</u>
<i>Code Enforcement</i>	59,438.00	6,654.35	57,978.93	1,459.07	98%	103%
<i>Total</i>						

Report of the Town Clerk - Tax Collector

	CURRENT YEAR 2012-2013		PREVIOUS YEAR 2011-2012	
<u>PROPERTY TAXES</u>				
Total Amount Billed-1st Billing	8,725,668		9,483,369	
Uncollected* - As of June 30	2,612,231	29.94%	2,405,596	25.37%
Veteran Tax Credits	175,500		174,500	
Eld./Blind/Disable/Energy Exemptions	7,437,100		7,427,100	
Exemptions Resulting Tax Credit	176,036		187,980	
*Due Dates:	07/01/13		07/02/12	
<u>WATER & SEWER</u>				
Water Billed - 2013	407,262		409,541	
Sewer Billed - 2013	578,673		541,840	
Total Uncollected - As of June 30	216,959	22.01%	200,651	21.09%
<u>Liens - 2 years prior to Deeding</u>				
Property Tax Amount Liened	248,049		270,860	
W/S Amount Liened	81,699		58,651	
# Properties Liened	127		134	
Uncollected - As of June 30	268,435	81.41%	274,636	83.35%
<u>Liens- 1 year prior to Deeding</u>				
Property Tax Amount Liened	270,860		263,574	
W/S Amount Liened	58,651		57,409	
# Properties Liened	134		123	
Uncollected - As of June 30	162,156	49.21%	128,682	40.09%
<u>Motor Vehicle ("MV")</u>				
Revenue - As of June 30	1,124,922		1,063,987	5.73%
<u>Other Town "Non-MV" Revenue</u>				
Revenue - As of June 30	1,246,680		1,179,648	5.68%
<u>STATE NH Revenue (MV, Vitals, Boats, Dogs)</u>				
Revenue - As of June 30	485,084		586,762	-17.33%
			Decrease due to repeal of \$30 Surcharge	

- Tax bills were due July 1.
- We are now approved and online with DMV for boat registrations.
- Annual DMV audit completed.

- To date 1165 dogs licensed. Notices mailed 7/9/13 regarding civil forfeiture fees for unlicensed dogs.

	<u>Budget</u>	<u>Month Exp.</u>	<u>YTD Exp</u>	<u>Amount Remaining</u>	<u>% Expended</u>	<u>% Expended Previous Yr</u>
<i>Town Clerk - Tax Collector Total</i>	179,679.82	19,273.13	173,504.19	6,175.63	97%	96%

Welfare

	<u>Budget</u>	<u>Month Exp.</u>	<u>YTD Exp</u>	<u>Amount Remaining</u>	<u>% Expended</u>	<u>% Expended Previous Yr</u>
<i>Direct Assistance</i>	44,600.00	2,699.01	34,144.56	10,455.44	77%	34%

Planning Department

Planning Board Activities

Re-zoning Proposal. This concerns the Planning Board's recommendations regarding a proposal to re-zone a portion of the B-1 and R-2 Zoning Districts to expand mixed-use functions within the downtown to promote positive economic development. The first reading of the ordinance was held on February 6, 2013 and a second reading and public hearing was held on February 20, 2013. The proposal was tabled at the March 6, 2013 Town Council meeting. Town Planner Diane Hardy has provided a memorandum to the Town Council in response to questions raised by the Town Council relative to the proposed M-2 Zoning. Consultant Bruce Mayberry has provided a review of demographic and fiscal impacts related to the proposed re-zoning. Ms. Hardy, former Planning Board Chair Val Shelton, and Mr. Mayberry attended the Town Council workshop meeting on June 19 to review the results of this research and to address questions and concerns raised by the Town Council. This matter has been tabled and is expected to be taken up again at the July 24 Council workshop meeting.

Landscaping Regulations. A draft of the landscaping regulations to be included in the Town's subdivision and site review regulations was circulated to interested developers, engineers, the Conservation Commission, the Tree Warden and others for comments and feedback. Nine (9) sets of responses were received. The committee, assigned to this project, met on June 27 to evaluate the comments. A second meeting will be scheduled shortly to complete the evaluation. The Committee will recommend further modifications to the ordinance, as appropriate. This will be taken up for discussion at a future Planning Board meeting.

Procedures and Policies. A subcommittee of the Planning Board has been set up to work with the Town Planner and staff on revised procedures and policies to streamline the development review process.

Applications. The following applications were considered at recent Planning Board meetings:

Newmarket Mills, LLC - Application for Major Site Plan, at Main Street, Tax Map U2, Lots 60A and 61, B1 Zone. The proposal is to construct a single story, 9,600 sq. ft. commercial building near Spring St at the west end of the Newmarket Mills parking lot. The structure will house various businesses, including a small grocery, restaurant, and retail shops. This application was conditionally approved at the July 9, 2013 meeting. Mr. Chinburg is to meet shortly with the Town Council to clarify the terms of a right-of-way easement across the town-owned property adjacent to the Newmarket Library which provides access to the property.

The Wajda Family Real Estate Trust/Cathleen A. Zocchi & Karl M. Wajda Trustees and the Town of Newmarket - Public hearing for an application for a lot line adjustment, at 18 Lamprey River Park & Heron Point, Tax Map R2, Lots 86-18 and 119, R2 Zone. The proposal is for the conveyance of a 50' x 100' lot to the Wajdas to address a mobile home encroachment issue and

an easement to the Town to clarify public access rights to Heron Point. The application was conditionally approved by the Planning Board at its meeting on June 11, 2013. A resolution authorizing the lot line adjustment and access easement for the Heron Point Sanctuary was approved at the July 10, 2013 Town Council meeting.

Bronstein & Stubendorff – Application for lot line adjustment and subdivision, requested by Arna B. Bronstein at 2 Gonet Drive, Tax Map R2, Lot 12, and James and Melvin Stubendorff Rev. Trust, 6 Gonet Drive, Tax Map R2, Lot 11-22, both lots located in the R-1 Zone. This application, which was approved at the May 15, 2013 Planning Board meeting, has been recorded at the Rockingham County Register of Deeds.

Chinburg Builders, Inc. – The Planning staff has met with the developer and his engineers regarding plans to develop a residential open space design subdivision, involving 52 house lots, at the site of the “Rockingham County Club” at 200 Exeter Road. The Developer is expected to submit plans for the August 13, 2013 Planning Board meeting.

Master Plan Update

- The subcommittee, which has been working on this project, will continue its work and hopes to have a draft of the Future Land Use Chapter completed by June 30, 2013. The “Future Land Use Chapter will include a climate adaptation and resiliency focus. It will identify community vulnerabilities and establish goals to protect coastal infrastructure and resources from future flooding hazards. There is interest in conducting some kind of visioning session as part of this project to help define the community’s goals for future land use, possibly in conjunction with a similar effort being undertaken by the Town’s economic development committee.

Zoning Board of Adjustment

- The Zoning Board of Adjustment met on April 8, 2013 on the application of William Pothier for Special Exceptions and Variances to permit the expansion of a non-conforming boat house and accessory building. The ZBA granted a variance and special exception to allow the vertical expansion of the structures, but denied the special exception that would have allowed the horizontal expansion of the structures. The applicant requested a re-hearing of the application and the Zoning Board of Adjustment at its meeting on Monday, May 20, 2013 denied the request on the basis there was no new information presented. The applicant has not appealed this matter to appeal this matter to the Rockingham County Superior Court and the Zoning Administrator and Code Enforcement Officer have requested that the applicant take steps to bring the structure into compliance with the Town’s Zoning Ordinance and decision of the Zoning Board of Adjustment.
- An application has been filed by Joseph and Elizabeth Valinski for variances to permit the construction of a retaining wall in the front yard of their property at 32 Huckins Drive,

Tax Map R5, Lot 107, R-2 Zone in a wetland buffer. The Zoning Board of Adjustment approved this application at its meeting on June 27, 2013.

- The Zoning Board of Adjustment is working on amendments to its Rules of Procedure. It is expected they will be adopted at its meeting scheduled for August 5.
- The Zoning Board of Adjustment approved the application for Mark Pierkarski and Lennel Stroud for a setback variance to allow the construction of a shed within ten (10) feet of the property boundary at its meeting on July 15, 2013.
- The Zoning Board of Adjustment will consider an application from F.J. Durell Corp/Perkins Agency/ David Loiselle for a Special Exception to allow the conversion of a single family home at 195 South Main Street into a mixed-use development involving a professional office on the ground floor and a residential unit on the second floor. This will be heard at a meeting on August 5, 2013.

Special Projects

Pedestrian Bridge. The Steering Committee met on March 28 to discuss possible alternatives to the project, following a meeting with representatives of NH DOT on March 6, who had concerns relating to the latest design concept, the budget shortfall and hours of operation. The committee decided to continue to seek alternative funding and to pursue the original design concept, which means the Town would have to raise and seek additional funding in the amount of \$600, 000 - \$720,000 as the project budget with federal funds is capped at \$631,950 dollars.

The committee voted at a meeting on March 28 to continue efforts to raise funds for the project. The staff has submitted a Road Safety Audit (RSA) to the Department of Transportation, which is a pre-requisite for acquiring federal Highway Safety Improvement Program (HSIP) funding. The Town remains hopeful that funding under the (HSIP) funds may be available to supplement existing funding.

The Town representatives will be attending a mandatory meeting on July 23, 2013 regarding its TE grant. The Transportation Enhancement Program (TE) program was not renewed as a result of the new federal transportation program known as MAP-21. There are concerns that if funds are not obligated in a timely fashion that the TE funds that have been received by the Town for this project may in jeopardy of being revoked.

Dubois-King, the Town's consultant, is expected to complete the feasibility phase of the Pedestrian Stair Tower/Sky Bridge, which identifies potential alternatives this summer. A draft report should be available shortly.

Macallen Dam

Repair of Dam and Letter of Deficiency. The Wright Pierce engineers have completed the Dam Breach Analysis. On March 5, 2013, the NH Department of Environmental Services approved the methodology that was used to determine the 100 year flood. It was established at 10,259 cfs.

Wright Pierce engineers presented the results of their analysis and the potential cost implications at a Town Council workshop on June 19.

Dam Removal Feasibility Study. The Macallen Dam Removal Committee met on May 6, 2013 and concurred with the revised work scope and proposed cost proposal provided by Gomez and Sullivan. A resolution was presented at the June 5 Town Council business meeting for a first reading to authorize the Town Administrator to enter into a contract with Gomez and Sullivan of Henniker, NH in the amount of \$82,389. The Town Planner, members of the committee, and Gomez and Sullivan will attend the Town Council workshop on June 19, 2013 to give an overview of the project and answer any questions the Town Council may have. We hope to have a signed contract with the consultant by the first business meeting in August, so the work of the feasibility study can proceed, shortly thereafter. We have requested a one year extension from The Conservation Law Foundation on the \$40,000 NOAA grant to allow the dam feasibility study to be completed by April 2014.

Route 108 Shoulder Widening and Bike Path Construction Project. In 2010, the Town Meeting approved a warrant article to raise and appropriate the sum of \$809,292 to allow the Town to construct a bicycle shoulder project from the Irving Gas Station to the Newmarket/Newfields town line. The NH DOT and Federal Highway Administration (FHWA) is providing funding under the federal Congestion Mitigation and Air Quality Improvement Program. We have just received confirmation from the New Hampshire Department of Transportation (NH DOT) that the State will be providing the matching funds for this project, so the entire project will be funded at 100% without the need for any local matching funds. The Town will be issuing a Request for Qualifications to hire an engineer to move forward with the preliminary design and engineering within the next few weeks.

Tree City Program. The ‘Linked Together’ children have postponed the Arbor Day event until fall 2013. The planning staff has been in communication with the Department of Forest and Lands regarding the annual submission of the ‘Tree City’ nomination by the end of this year.

	<u>Budget</u>	<u>Month Exp.</u>	<u>YTD Exp</u>	<u>Amount Remaining</u>	<u>% Expended</u>	<u>% Expended Previous Yr</u>
Planning Total	119,168.60	10,540.30	113,436.08	5,732.52	95%	81%

Finance Department

Department's primary function:

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

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

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

Projects:

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

Major Projects

- Personnel manual update – No change from prior report.
- Chart of account revision – We are planning on doing the COA conversion on August 9th.
- Utility Assessment – No change from prior report.

Minor Projects

- 2013 Audit – We are in the middle of preparing for the audit, which is schedule for the end of August.
- Accounts receivables (non-tax related A/R) – We continued our monthly receivable collections efforts. We have brought a small claims resolution to the Town Council for an unpaid A/R.
- Eviction – The Town extended the garage eviction for one full week. We will take control of it this week.
- New Impact Fee Reporting – We have issued our required impact fee report. We also have fielded some questions from taxpayers regarding the report.

Financial Highlights:

Below are preliminary June 30, 2013 budget v. actual and available fund balance. The Town Administrator had requested the information to be reviewed by the Town’s new audit firm; however, this information has not yet been given to the auditors for their quick review.

Please note that appropriations turned back to surplus is primarily from employee vacancies. Had none of the employees left their positions, the Town would not have experienced the level of appropriation turned back as seen below.

	Actual Budget	Actual Exp.	Variance
Revenue:			
Taxes	\$ 4,312,044.00	\$ 4,327,931.03	\$ 15,887.03
Licenses, permits, & fees	1,255,300.00	1,386,445.96	131,145.96
Intergovernmental	537,747.00	553,370.01	15,623.01
Charges for service	129,850.00	214,461.89	84,611.89
Miscellaneous	24,000.00	273,165.25	249,165.25
Use of Fund Balance	486,000.00	486,000.00	-
Total revenue	<u>6,744,941.00</u>	<u>7,241,374.14</u>	<u>496,433.14</u>
Expenditures:			
General government	2,824,946.25	2,603,320.13	(221,626.12)
Public safety	1,602,220.18	1,518,409.69	(83,810.49)
Highway and streets	1,006,578.65	919,279.77	(87,298.88)
Sanitation	-	-	-
Water distribution and treatment	-	-	-
Health	-	-	-
Welfare	44,600.00	34,144.56	(10,455.44)
Culture and recreation	111,048.00	104,461.00	(6,587.00)
Conservation	610.00	471.11	(138.89)
Economic development	2,000.00	-	(2,000.00)
Debt service	147,267.26	147,267.26	-
Capital outlay	-	-	-
Intergovernmental	-	-	-
Total expenditures	<u>5,739,270.34</u>	<u>5,327,353.52</u>	<u>(411,916.82)</u>
Excess/(deficiency) of revenues over expenditures			
Other financing sources/(uses)			
Transfers in	77,246.03	265,024.80	187,778.77
Transfers out	<u>(1,082,915.00)</u>	<u>(1,101,510.39)</u>	<u>(18,595.39)</u>
Total other financing sources/(uses)	<u>(1,005,668.97)</u>	<u>(836,485.59)</u>	<u>169,183.38</u>
Excess/(deficiency) of revenues and other sources over expenditures and other uses			
	\$ <u><u>1.69</u></u>	\$ <u><u>1,077,535.03</u></u>	\$ <u><u>1,077,533.34</u></u>

Highlights are:

- Taxes – Redemption interest on liens exceeded the revenue budget by \$16,752.
- Licenses and Permits – Motor vehicle permits, building permits, and cable franchise fees exceeded the revenue budget by \$90,067, \$15,396, and \$15,612, respectively.
- Intergovernmental – Highway Block Grant was greater than expected by \$13,300.
- Charges for Service – Ambulance and Court receipts exceeded the revenue budget by \$66,251 and \$5,899, respectively.
- Miscellaneous – Sale of municipal property, insurance settlement, and rent from municipal property exceeded the revenue budget by \$234,310, \$5,653, and \$4,769, respectively.

- General Government – Health insurance, NH Retirement, FICA/Medicare, Buildings and Grounds PT salaries, Heating Oil, and Electricity appropriations were underspent by \$91,161, \$35,900, \$20,322, \$21,708, \$7,776, and \$10,827.
- Public Safety – Police FT Salaries and Overtime were underspent by \$39,620. Additionally, Fire PT Salaries were underspent by \$22,869.
- Welfare – The entire department underspent by \$10,455.
- Transfers in – The general fund saw a one-time transfer in for \$187,761 due to the closure of the parking fund.
- Transfers out – The general fund transferred out roughly \$18,000 for its share of FEMA grant costs.

Below is a preliminary estimate of the amount of fund balance:

	General Fund
Unreserved fund balance, ending June 30, 2013	\$ 2,380,246.17
2013 general fund operating budget	22,510,194.00
TC Resolution 2012/13-23	<u>5%</u>
Estimated minimum fund balance	<u>1,125,510.00</u>
Amount above the minimum fund balance	<u>\$ 1,254,736.17</u>

Please keep in mind that because the year-end is still being reconciled, all of my numbers above are subject to change.

	<u>Budget</u>	<u>Month Exp.</u>	<u>YTD Exp</u>	<u>Amount Remaining</u>	<u>% Remaining</u>	<u>% Expended Previous Yr</u>
Finance Total	200,506.70	25,560.14	213,415.82	-12,909.12	106%	100%
Human Resources Total	1,351,197.24	50,400.61	1,190,850.72	160,346.52	88%	85%

Town of Newmarket, New Hampshire
Preliminary Expenditure Report^a
For the Period Ended June 30, 2013

Department	Account N/Account Description	Fiscal Year 2013					Fiscal Year 2012					Percent Used
		Budget	Month to Date Transactions	Year to Date Transactions	Balance Year	Percent Used	Budget	Month to Date Transactions	Year to Date Transactions	Balance Year		
Town Council		18,979.02	411.00	15,536.27	3,442.75	82%	18,985.00	750.00	15,147.10	3,837.90	80%	
Town Administrator		171,193.81	19,955.67	161,726.41	9,467.40	94%	162,767.00	22,943.73	181,181.53	-18,414.53	111%	
Finance		200,506.70	25,560.14	213,415.82	-12,909.12	106%	207,849.00	17,693.80	207,774.08	74.92	100%	
Human Resources		1,351,197.24	50,400.61	1,190,850.72	160,346.52	88%	1,504,461.00	37,741.06	1,273,660.78	230,800.22	85%	
Town Clerk/Tax Collector		179,679.82	19,273.13	173,504.19	6,175.63	97%	174,759.00	17,580.21	167,340.92	7,418.08	96%	
Code Enforcement		59,438.00	6,654.35	57,978.93	1,459.07	98%	72,908.00	6,965.16	75,145.94	-2,237.94	103%	
Welfare		44,600.00	2,699.01	34,144.56	10,455.44	77%	128,950.00	6,784.24	43,399.08	85,550.92	34%	
Assessing		60,894.80	6,313.63	57,284.08	3,610.72	94%	76,085.00	7,619.33	51,011.62	25,073.38	67%	
Legal		74,000.00	13,917.55	81,743.11	-7,743.11	110%	50,000.00	10,717.70	109,899.69	-59,899.69	220%	
Planning		119,168.60	10,540.30	113,436.08	5,732.52	95%	144,686.00	11,348.75	117,635.98	27,050.02	81%	
Conservation Commission		610	0	471.11	138.89	77%	1070	0	675.42	394.58	63%	
Economic Development		2,000.00	0.00	0.00	2,000.00	0%	4,000.00	0.00	2,000.00	2,000.00	50%	
Debt Service		283,267.26	0.00	283,267.26	0.00	100%	154,300.00	0.00	149,418.00	4,882.00	97%	
Information Technologies		117,575.66	10,935.63	114,205.31	3,370.35	97%	138,235.00	9,467.40	135,060.87	3,174.13	98%	
Channel 13		27,507.60	2,199.50	27,621.14	-113.54	100%	29,050.00	4,555.52	29,927.28	-877.28	103%	
Police		1,219,236.98	116,114.31	1,169,586.80	49,650.18	96%	1,250,989.00	116,745.03	1,221,786.66	29,202.34	98%	
Public Works Admin		388,313.65	22,494.31	358,175.31	30,138.34	92%	443,120.00	33,367.47	343,734.36	99,385.64	78%	
Roadway and sidewalks		374,925.00	-525.81	365,120.69	9,804.31	97%	346,495.00	10,348.41	320,459.54	26,035.46	92%	
Street lights		45,000.00	6,352.79	43,382.44	1,617.56	96%	47,000.00	8,947.61	46,783.06	216.94	100%	
Bridges		500	0	0	500	0%	2000	0	0	2000	0%	
Buildings and Grounds		468,702.80	45,303.86	423,544.24	45,158.56	90%	435,227.00	55,625.11	441,579.40	-6,352.40	101%	
Cemetery		35,540.20	9,070.68	29,601.42	5,938.78	83%	36,030.00	4,836.25	28,253.21	7,776.79	78%	
Vehicle Maintenance		197,840.00	-8,324.06	152,601.33	45,238.67	77%	249,489.00	27,932.49	177,205.95	72,283.05	71%	
Fire/Rescue		322,095.20	27,831.00	289,830.21	32,264.99	90%	292,528.00	25,457.70	335,851.99	-43,323.99	115%	
Emergency Management		1450	0	1013.75	436.25	70%	1450	798.64	6368.69	-4918.69	439%	
Grants		67,048.00	0.00	61,461.00	5,587.00	92%	71,695.00	-1,343.28	58,338.72	13,356.28	81%	
Social Service Grants		44,000.00	0.00	43,000.00	1,000.00	98%	46,500.00	0.00	45,000.00	1,500.00	97%	
Capital Reserve		281,701.00	0.00	281,701.00	0.00	100%	494,900.00	0.00	494,900.00	0.00	100%	
Total General Fund		6,156,971.34	387,177.60	5,744,203.18	412,768.16	93%	6,585,528.00	436,882.33	6,079,539.87	505,988.13	92%	
Library		284,130.49	26,469.47	267,167.27	16,963.22	94%	277,855.00	28,625.27	264,145.84	13,709.16	95%	
Recreation		393,938.40	41,560.30	349,348.66	44,589.74	89%	400,383.00	45,120.60	365,599.35	35,383.65	91%	
Solid Waste		441,577.00	56,428.89	428,734.77	12,842.23	97%	458,437.00	66,262.29	407,762.69	50,674.31	89%	
Water		843,230.15	39,098.11	805,869.72	37,360.43	96%	852,965.18	54,864.11	832,150.80	20,814.38	98%	
Wastewater		948,195.61	61,931.68	883,635.56	64,560.05	93%	902,617.00	95,940.65	893,253.32	9,363.68	99%	
Total SRF and Enterprise Funds		2,911,071.65	225,488.45	2,734,755.98	176,315.67	94%	2,892,857.18	290,812.92	2,762,912.00	129,945.18	96%	
Grand Total		9,068,042.99	612,666.05	8,478,959.16	589,083.83	94%	9,478,385.18	727,695.25	8,842,451.87	635,933.31	93%	

Town of Newmarket, New Hampshire
Preliminary Expenditure Report^a
For the Period Ended June 30, 2013

Department	Account Number	Account Description	Fiscal Year 2013				Fiscal Year 2012				Percent Used
			Budget	Month to Date Transactions	Year to Date Transactions	Balance Year	Budget	Month to Date Transactions	Year to Date Transactions	Balance Year	
	01-401-100-0000	TC - ELECTED SALARIES	11,000.00	0	11,000.00	0	11,000.00	0	11,000.00	0	100%
	01-401-103-0000	TC - PART-TIME	7,735.00	262.5	4,143.75	3,591.25	7,735.00	480	3,591.90	4,143.10	46%
	01-401-190-0000	TC - TRAINING	10	0	10	0	250	0	0	250	0%
	01-401-202-0000	TC - GENERAL SUPPLIES	234.02	148.5	382.52	-148.5	0	0	240.2	-240.2	0%
	01-401-222-0000	TC - COMMITTEE SUPPORT	0	0	0	0	0	0	45	-45	0%
	01-401-450-0000	TC - CONTINGENCY/GRANTS	0	0	0	0	0	270	270	-270	0%
Town Council			18,979.02	411.00	15,536.27	3,442.75	18,985.00	750.00	15,147.10	3,837.90	80%
	01-402-101-0000	TA - FULL TIME SALARIES	118,437.44	11,795.88	109,800.66	8,636.78	116,517.00	17,502.75	125,287.25	-8,770.25	108%
	01-402-103-0000	TA - PART TIME SALARIES	4,106.37	1,225.05	5,331.42	-1,225.05	0	0	0	0	0%
	01-402-190-0000	TA - TRAINING/STAFF DEV	2,000.00	1,873.99	2,270.57	-270.57	3,000.00	0	191	2,809.00	6%
	01-402-201-0000	TA - POSTAGE	3,000.00	157.22	2,561.47	438.53	4,000.00	384.7	3,071.49	928.51	77%
	01-402-202-0000	TA - GENERAL SUPPLIES	11,000.00	2,022.14	10,169.79	830.21	12,000.00	265.09	10,756.26	1,243.74	90%
	01-402-301-0000	TA - COMMUNICATION SERVICES	4,000.00	551.84	3,704.30	295.7	4,000.00	537	3,485.94	514.06	87%
	01-402-310-0002	TA - DUES/SUBSCRIPTIONS	9,600.00	183.78	8,710.47	889.53	7,000.00	263.78	8,372.24	-1,372.24	120%
	01-402-310-0003	TA - ADVERTISING	7,400.00	352.87	5,722.54	1,677.46	2,500.00	1,248.54	8,320.36	-5,820.36	333%
	01-402-310-0005	TA - BOOKS	750	0	265	485	750	-2,362.26	1,543.71	-793.71	206%
	01-402-402-0000	TA - EQUIPMENT MAINTENA	5,900.00	906	8,166.65	-2,266.65	6,000.00	428.43	8,026.66	-2,026.66	134%
	01-402-501-0000	TA - PRINTING/PUBLISHING	2,500.00	886.9	2,859.25	-359.25	4,500.00	2,564.76	2,790.76	1,709.24	62%
	01-402-702-0000	TA - CONTRACTED SERVICE	2,500.00	0	2,164.29	335.71	2,500.00	2,110.94	9,335.86	-6,835.86	373%
Town Administrator			171,193.81	19,955.67	161,726.41	9,467.40	162,767.00	22,943.73	181,181.53	-18,414.53	111%
	01-403-100-0000	FINANCE - ELECTED OFFICIALS	5,900.00	1,316.67	5,900.04	-0.04	5,900.00	1,316.67	5,900.04	-0.04	100%
	01-403-101-0000	FINANCE - FULL TIME SALARIES	137,126.40	33,927.75	157,641.46	-20,515.06	124,613.00	11,612.50	117,860.49	6,752.51	95%
	01-403-103-0000	FINANCE - PART TIME SALARIES	28,580.30	-10,149.00	22,417.06	6,163.24	39,551.00	3,940.43	41,622.87	-2,071.87	105%
	01-403-190-0000	FINANCE - TRAINING/STAFF DEVELU	1,000.00	0	382.59	617.41	1,000.00	0	531.98	468.02	53%
	01-403-202-0000	FINANCE - GENERAL SUPPLIES	5,600.00	182.48	5,036.02	563.98	5,600.00	233.17	4,745.49	854.51	85%
	01-403-301-0000	FINANCE - COMMUNICATIONS SEF	2,300.00	282.24	2,025.94	274.06	2,300.00	143.53	1,293.52	1,006.48	56%
	01-403-310-0001	FINANCE - BUDGET COMMITTEE E;	200	0	212.71	-12.71	500	0	186.5	313.5	37%
	01-403-310-0002	FINANCE - DUES/SUBSCRIPTIONS	0	0	0	0	385	0	0	385	0%
	01-403-402-0000	FINANCE - EQUIPMENT MAINTENA	0	0	0	0	1,200.00	447.5	587	613	49%
	01-403-703-0000	FINANCE - AUDIT	19,800.00	0	19,800.00	0	26,800.00	0	35,046.19	-8,246.19	131%
Finance			200,506.70	25,560.14	213,415.82	-12,909.12	207,849.00	17,693.80	207,774.08	74.92	100%

Town of Newmarket, New Hampshire
Preliminary Expenditure Report
 For the Period Ended June 30, 2013

Department	Account Number	Account Description	Fiscal Year 2013				Fiscal Year 2012				Percent Used	Balance Year	Balance Year	Percent Used
			Budget	Month to Date	Year to Date	Balance Year	Budget	Month to Date	Year to Date	Balance Year				
			Transactions	Transactions	Transactions	Transactions	Transactions	Transactions	Transactions	Transactions				
	01-404-101-0000	HR - FULL TIME SALARIES	0	0	0	0	0%	60,362.00	0	32,909.49	27,452.51	55%		
	01-404-150-0000	EMP BEN - FICA	124,291.30	10,087.51	109,336.81	14,954.49	88%	135,312.00	7,889.12	114,345.77	20,966.23	85%		
	01-404-151-0000	EMP BEN - MEDICARE	44,468.64	3,628.04	39,101.32	5,367.32	88%	44,486.00	2,893.47	40,457.21	4,028.79	91%		
	01-404-152-0000	EMP BEN - PRE-EMPLOYMENT TES	3,400.00	347.45	2,906.90	193.1	94%	650	179	1,446.90	-796.9	223%		
	01-404-155-0000	EMP BEN - HEALTH INSURANCE	574,106.11	3,843.75	482,945.20	91,160.91	84%	682,526.00	2,731.23	534,876.49	147,649.51	78%		
	01-404-156-0000	EMP BEN - NH RETIREMENT	340,538.37	30,611.25	304,637.85	35,900.52	89%	335,417.00	21,640.24	312,986.21	22,430.79	93%		
	01-404-157-0000	EMP BEN - ICMA RETIREMENT	6,090.47	0	666	5,424.47	11%	6,500.00	459.32	5,971.16	528.84	92%		
	01-404-159-0000	EMP BEN - LIFE/DISABILITY BENE	30,603.00	2,655.13	27,367.54	3,235.46	89%	31,000.00	2,056.96	27,514.70	3,485.30	89%		
	01-404-160-0000	EMP BEN - WORKERS COMPENSAT	112,548.00	-723.51	111,351.30	1,196.70	99%	84,585.00	-108.28	83,965.22	619.78	99%		
	01-404-161-0000	EMP BEN - UNEMPLOYMENT	9,587.00	-49.01	8,758.45	828.55	91%	9,887.00	0	9,421.32	465.68	95%		
	01-404-162-0000	EMP BEN - EMPLOYEE TESTING	655	0	570	85	87%	655	0	525	130	80%		
	01-404-190-0000	HR - TRAINING STAFF DEVELOPME	0	0	0	0	0%	500	0	0	500	0%		
	01-404-198-0000	EMP BEN - LONGEVITY	13,725.00	0	13,725.00	0	100%	16,875.00	0	15,525.00	1,350.00	92%		
	01-404-201-0000	HR - POSTAGE	0	0	0	0	0%	25	0	0	25	0%		
	01-404-202-0000	HR - GENERAL SUPPLIES	0	0	0	0	0%	100	0	0	100	0%		
	01-404-402-0000	HR - EQUIPMENT MAINTENANCE	0	0	0	0	0%	500	0	0	500	0%		
	01-404-504-0006	EMP BEN - PROPERTY LIABILITY IN:	89,484.35	0	89,484.35	0	100%	93,081.00	0	91,716.31	1,364.69	99%		
	01-404-504-0007	EMP BEN - INSURANCE DEDUCTIBL	2,000.00	0	0	2,000.00	0%	2,000.00	0	2,000.00	0	100%		
Human Resources			1,351,197.24	50,400.61	1,190,850.72	160,346.52	88%	1,504,461.00	37,741.06	1,273,660.78	230,800.22	85%		
	01-405-101-0000	TC/TC - FULL TIME SALARIES	113,583.78	12,945.13	111,529.02	2,054.76	98%	107,786.00	9,972.67	109,365.72	-1,579.72	101%		
	01-405-103-0000	TC/TC - PART TIME SALARIES	28,053.04	3,512.89	27,697.71	355.33	99%	30,061.00	3,063.94	27,095.00	2,966.00	90%		
	01-405-103-0070	TC/TC PT - ELECTION OFFICIALS	7,290.00	1,365.00	6,641.25	648.75	91%	5,040.00	0	4,095.00	945	81%		
	01-405-190-0000	TC/TC - TRAINING STAFF DEVELOP	3,170.00	87.03	1,923.50	1,246.50	61%	3,170.00	-18.65	1,436.21	1,733.79	45%		
	01-405-201-0000	TC/TC - POSTAGE	5,832.00	386.63	5,058.48	773.52	87%	10,636.00	1,061.49	10,426.20	209.8	98%		
	01-405-201-1000	TC/TC - SPECIAL POSTAGE	5,700.00	6.11	4,607.61	1,092.39	81%	0	0	0	0	0%		
	01-405-202-0000	TC/TC - GENERAL SUPPLIES	3,265.00	417.33	3,209.01	55.99	98%	3,705.00	479	2,425.00	1,280.00	65%		
	01-405-301-0000	TC/TC - COMMUNICATION SERVI	1,600.00	246.01	1,455.77	144.23	91%	1,600.00	238.51	1,427.00	173	89%		
	01-405-310-0002	TC/TC - DUES/SUBSCRIPTIONS	485	0	421.12	63.88	87%	585	0	606.89	-21.89	104%		
	01-405-310-0003	TC/TC - ADVERTISING	0	0	0	0	0%	200	0	28.17	171.83	14%		
	01-405-310-0070	TC/TC - ELECTION/REGISTRATION	5,875.00	218.08	6,653.74	-778.74	113%	4,450.00	256.35	3,525.60	924.4	79%		
	01-405-402-0000	TC/TC - EQUIPMENT MAINTENANC	726	0	425.6	300.4	59%	1,426.00	736	1,458.96	-32.96	102%		
	01-405-702-0000	TC/TC - DEED RESEARCH	2,600.00	88.92	2,648.73	-48.73	102%	2,600.00	1,742.45	2,902.72	-302.72	112%		
	01-405-800-0000	TC/TC - EQUIPMENT PURCHASE	1,500.00	0	1,232.65	267.35	82%	3,500.00	48.45	2,548.45	951.55	73%		
Town Clerk/Tax Collector			179,679.82	19,273.13	173,504.19	6,175.63	97%	174,759.00	17,580.21	167,340.92	7,418.08	96%		
	01-407-101-0000	CODE - FULL-TIME SALARIES	25,855.00	2,550.50	25,955.72	-100.72	100%	25,355.00	2,925.60	25,940.32	-585.32	102%		
	01-407-103-0000	CODE - PART TIME SALARIES	30,053.00	3,779.20	29,428.24	624.76	98%	44,053.00	3,757.50	46,706.81	-2,653.81	106%		
	01-407-190-0000	CODE - TRAINING	500	80	460	40	92%	500	35	311	189	62%		
	01-407-201-0000	CODE - POSTAGE	300	6.18	109.94	190.06	37%	300	46.52	234	66	78%		
	01-407-202-0000	CODE - GENERAL SUPPLIES	1,030.00	165.42	1,301.17	-271.17	126%	1,000.00	82.75	695.73	304.27	70%		
	01-407-301-0000	CODE - TELEPHONE	1,000.00	73.05	477.86	572.14	43%	1,000.00	117.79	1,033.08	-33.08	103%		
	01-407-310-0002	CODE - DUES/SUBSCRIPTIONS	500	0	296	204	59%	500	0	225	275	45%		
	01-407-702-0000	CODE - LAB TESTING	200	0	0	200	0%	200	0	0	200	0%		
Code Enforcement			59,438.00	6,654.35	57,978.93	1,459.07	98%	72,908.00	6,965.16	75,145.94	-2,237.94	103%		

Town of Newmarket, New Hampshire
Preliminary Expenditure Report³
For the Period Ended June 30, 2013

Department	Account Number	Account Description	Fiscal Year 2013				Fiscal Year 2012				Percent Used	Balance Year	Percent Used
			Budget	Month to Date Transactions	Year to Date Transactions	Balance Year	Budget	Month to Date Transactions	Year to Date Transactions	Balance Year			
	01-408-103-0000	DIR ASSIST - PART-TIME SALARIES	20,800.00	1,760.00	17,320.00	3,480.00	83%	20,800.00	2,025.00	18,435.00	2,365.00	89%	
	01-408-202-0000	DIR ASSIST - GENERAL SUPPLIES	400	69.01	491.42	-91.42	123%	100	94.31	1,012.49	-912.49	1012%	
	01-408-310-0002	DIR ASSIST - DUES/SUBSCRIPTIONS	50	0	0	0	0%	0	0	0	0	0%	
	01-408-310-0038	DIR ASSIST - FOOD	800	0	208	592	26%	4,500.00	0	28.45	4,471.55	1%	
	01-408-315-0039	DIR ASSIST - RENT	15,000.00	870	10,113.15	4,886.85	67%	80,000.00	4,664.93	18,765.66	61,234.34	23%	
	01-408-315-0040	DIR ASSIST - ELECTRICITY	1,150.00	0	664.38	485.62	58%	6,000.00	0	3,238.55	2,761.45	54%	
	01-408-315-0041	DIR ASSIST - HEAT	0	0	0	0	0%	6,500.00	0	0	6,500.00	0%	
	01-408-315-0042	DIR ASSIST - MEDICAL	1,000.00	0	0	1,000.00	0%	9,000.00	0	330.54	8,669.46	4%	
	01-408-315-0043	DIR ASSIST - MISCELLANEOUS	5,400.00	0	5,347.61	52.39	99%	2,000.00	0	1,588.39	411.61	79%	
Welfare			44,600.00	2,699.01	34,144.56	10,455.44	77%	128,950.00	6,784.24	43,399.08	85,550.92	34%	
	01-409-101-0000	ASSESS - FULL TIME SALARIES	17,132.80	1,635.46	17,135.76	-2.96	100%	16,973.00	266.05	14,985.91	1,987.09	88%	
	01-409-103-0000	ASSESS - PART TIME SALARIES	32,512.00	4,594.25	30,387.58	2,124.42	93%	48,512.00	6,873.16	27,287.50	21,224.50	56%	
	01-409-190-0000	ASSESS - TRAINING	300	0	0	300	0%	1,000.00	0	0	1,000.00	0%	
	01-409-191-0000	ASSESS - MILEAGE	850	68.08	881.16	-31.16	104%	800	201.47	308.63	491.37	39%	
	01-409-201-0000	ASSESS - POSTAGE	500	15.84	274.63	225.37	55%	500	174.65	578.3	-78.3	116%	
	01-409-202-0000	ASSESS - GENERAL SUPPLIES	400	0	0	400	0%	600	104	114.13	485.87	19%	
	01-409-310-0002	ASSESS - DUES/SUBSCRIPTIONS	900	0	304.95	595.05	34%	1,000.00	0	787.15	212.85	79%	
	01-409-407-0000	ASSESS - SOFTWARE	7,100.00	0	7,100.00	0	100%	6,700.00	0	6,950.00	-250	104%	
	01-409-702-0000	ASSESS - PROPERTY APPRAISER	1,200.00	0	1,200.00	0	100%	0	0	0	0	0%	
Assessing			60,894.80	6,313.63	57,284.08	3,610.72	94%	76,085.00	7,619.33	51,011.62	25,073.38	67%	
	01-410-602-0000	LEGAL - LEGAL EXPENSES	74,000.00	13,917.55	81,743.11	-7,743.11	110%	50,000.00	10,717.70	109,899.69	-59,899.69	220%	
Legal			74,000.00	13,917.55	81,743.11	-7,743.11	110%	50,000.00	10,717.70	109,899.69	-59,899.69	220%	
	01-411-101-0000	PLAN - FULL TIME SALARIES	94,668.60	9,102.75	94,205.38	463.22	100%	94,661.00	9,590.35	95,520.43	-859.43	101%	
	01-411-103-0000	PLAN - PART TIME SALARIES	3,000.00	566.88	1,994.01	1,005.99	66%	10,000.00	291.37	2,046.46	7,953.54	20%	
	01-411-190-0000	PLAN - TRAINING/STAFF DEVELOPI	2,500.00	493.64	806.94	1,693.06	32%	2,000.00	243.77	489.07	1,510.93	24%	
	01-411-201-0000	PLAN - POSTAGE	1,500.00	54.7	1,497.78	2.22	100%	1,000.00	221.29	1,558.44	-558.44	156%	
	01-411-202-0000	PLAN - GENERAL SUPPLIES	2,000.00	91.41	1,401.48	598.52	70%	2,000.00	56.7	1,722.45	277.55	86%	
	01-411-202-0054	PLAN - MAPPING SUPPLIES	4,000.00	0	3,000.00	1,000.00	75%	4,000.00	0	4,000.00	0	100%	
	01-411-301-0000	PLAN - COMMUNICATIONS SERVICE	600	108.58	635.81	-35.81	106%	1,000.00	146.72	1,174.44	-174.44	117%	
	01-411-310-0002	PLAN - DUES/SUBSCRIPTIONS	8,900.00	52	7,942.69	957.31	89%	8,525.00	388	8,583.74	-58.74	101%	
	01-411-310-0003	PLAN - ADVERTISING	2,000.00	70.34	1,945.99	54.01	97%	1,500.00	410.55	1,923.95	-423.95	128%	
	01-411-703-0000	PLAN - CONTRACTED SERVICES	0	0	6	-6	0%	20,000.00	0	617	19,383.00	3%	
Planning			119,168.60	10,540.30	113,436.08	5,732.52	95%	144,686.00	11,348.75	117,635.98	27,050.02	81%	
	01-413-201-0000	CON COMM - POSTAGE	60	0	0	60	0%	120	0	16.76	103.24	14%	
	01-413-202-0000	CON COMM - GENERAL SUPPLI	60	0	0	60	0%	350	0	77.89	272.11	22%	
	01-413-310-0002	CON COMM - DUES/SUBSCRIPT	290	0	290	0	100%	250	0	290	-40	116%	
	01-413-702-0000	CON COMM - CONTRACTED SERVI	200	0	181.11	18.89	91%	350	0	290.77	59.23	83%	
Conservation Commission			610	0	471.11	138.89	77%	1070	0	675.42	394.58	63%	
	01-414-310-0000	ECON DEV - OPERATING EXPENSE	1,000.00	0	0	1,000.00	0%	2,000.00	0	0	2,000.00	0%	
	01-414-702-0000	ECON DEV - CONTRACTED SERVIC	1,000.00	0	0	1,000.00	0%	2,000.00	0	2,000.00	0	100%	
Economic Development			2,000.00	0.00	0.00	2,000.00	0%	4,000.00	0.00	2,000.00	2,000.00	50%	

Town of Newmarket, New Hampshire
Preliminary Expenditure Report³
For the Period Ended June 30, 2013

Department	Account Number	Account Description	Fiscal Year 2013				Fiscal Year 2012					
			Budget	Month to Date Transactions	Year to Date Transactions	Balance Year	Percent Used	Budget	Month to Date Transactions	Year to Date Transactions	Balance Year	Percent Used
	01-418-950-0000	DEBT SER - PRINCIPLE	100,000.00	0	100,000.00	0	100%	100,000.00	0	100,000.00	0	100%
	01-418-951-0000	DEBT SER - INTEREST	47,267.26	0	47,267.26	0	100%	54,300.00	0	49,418.00	4,882.00	91%
	01-700-000-3054	TRANSFER TO PW/FIRE CAPITAL PF	136,000.00	0	136,000.00	0.00	100%	0	0	0	0	0%
Debt Service			283,267.26	0.00	283,267.26	0.00	100%	154,300.00	0.00	149,418.00	4,882.00	97%
	01-420-101-0000	MIS - FULL TIME SALARIES	64,094.16	6,162.90	64,094.16	0	100%	64,085.00	6,162.90	64,340.82	-255.82	100%
	01-420-103-0000	MIS - PART TIME SALARIES	331.5	0	331.5	0	100%	3,000.00	357.04	2,319.00	681	77%
	01-420-190-0000	MIS - TRAINING	2,000.00	54.24	202.07	1,797.93	10%	1,000.00	695	695	305	70%
	01-420-202-0000	MIS - GENERAL SUPPLIES	2,500.00	53.87	2,178.12	321.88	87%	3,000.00	424.93	2,349.43	650.57	78%
	01-420-301-0000	MIS - COMMUNICATION SERVICE	1,100.00	62.47	432.86	667.14	39%	600	94.06	610.41	-10.41	102%
	01-420-310-0002	MIS - DUES SUBSCRIPTIONS	250	0	230.91	19.09	92%	250	0	163	87	65%
	01-420-407-0000	MIS - SOFTWARE MAINT	37,800.00	3,817.76	37,561.07	238.93	99%	45,800.00	0	46,053.50	-253.5	101%
	01-420-409-0000	MIS - REPAIRS/MAINT	4,000.00	784.39	4,333.69	-333.69	108%	4,000.00	0	3,890.53	109.47	97%
	01-420-414-0000	MIS - SOFTWARE LICENSES	4,000.00	0	3,340.93	659.07	84%	4,000.00	1,221.22	3,992.76	7.24	100%
	01-420-702-0000	MIS - VENDOR SUPPORT	1,500.00	0	1,500.00	0	100%	2,500.00	0	1,400.00	1,100.00	56%
	01-420-800-0000	MIS - NEW EQUIPMENT	0	0	0	0	0%	10,000.00	512.25	9,246.42	753.58	92%
Information Technologies			117,575.66	10,935.63	114,205.31	3,370.35	97%	138,235.00	9,467.40	135,060.87	3,174.13	98%
	01-421-103-0000	CHANNEL 13 PART TIME SALARIES	21,450.60	2,062.50	21,450.00	0.6	100%	18,550.00	2,062.50	20,845.29	-2,295.29	112%
Channel 13	01-421-202-0000	CHANNEL 13 MISC EQUIPMENTS	6,057.00	137	6,171.14	-114.14	102%	10,500.00	2,493.02	9,081.99	1,418.01	86%
			27,507.60	2,199.50	27,621.14	-113.54	100%	29,050.00	4,555.52	29,927.28	-877.28	103%

Town of Newmarket, New Hampshire
Preliminary Expenditure Report^a
For the Period Ended June 30, 2013

Department	Account Number	Account Description	Fiscal Year 2013				Fiscal Year 2012				Percent Used	
			Budget	Month to Date Transactions	Year to Date Transactions	Balance Year	Budget	Month to Date Transactions	Year to Date Transactions	Balance Year		
	01-438-101-0000	POLICE - FULL TIME SALARIES	945,406.98	78,213.51	918,222.02	27,184.96	97%	980,159.00	85,777.76	967,273.15	12,885.85	99%
	01-438-102-0000	POLICE - OVERTIME	106,000.00	7,352.56	93,564.86	12,435.14	88%	104,000.00	12,599.46	113,681.44	-9,681.44	109%
	01-438-103-0000	POLICE - PART-TIME SALARIES	33,000.00	2,794.96	32,507.44	492.56	99%	33,000.00	2,364.64	27,333.43	5,666.57	83%
	01-438-162-0000	POLICE - MEDICAL	2,500.00	689.7	2,052.35	447.65	82%	2,500.00	1,443.00	2,542.90	-42.9	102%
	01-438-190-0000	POLICE - TRAINING/STAFF DEVELO	10,000.00	3.32	9,084.71	915.29	91%	10,000.00	561.26	7,261.76	2,738.24	73%
	01-438-191-0000	POLICE - TRAVEL/MILEAGE	200	0	265.21	-65.21	133%	200	68.85	207.62	-7.62	104%
	01-438-193-0000	POLICE - UNIFORMS	8,800.00	974.95	9,234.67	-434.67	105%	8,800.00	3,819.04	7,522.89	1,277.11	85%
	01-438-194-0000	POLICE - EDUCATIONAL INCENTIVE	4,500.00	0	4,000.00	500	89%	4,000.00	0	4,500.00	-500	113%
	01-438-195-0000	POLICE - CLEANING ALLOWANCE	2,500.00	0	2,250.00	250	90%	2,500.00	0	2,250.00	250	90%
	01-438-199-0000	POLICE- CRIMINAL INVESTIGATION	2,000.00	232.2	1,739.06	260.94	87%	2,000.00	0	193.07	1,806.93	10%
	01-438-200-0000	POLICE - YOUTH/PUBLIC RELATION	2,500.00	1,169.53	1,947.66	552.34	78%	2,500.00	131.56	434.85	2,065.15	17%
	01-438-201-0000	POLICE - POSTAGE	600	14.7	383.06	216.94	64%	600	45.87	463.87	136.13	77%
	01-438-202-0000	POLICE - OFFICE SUPPLIES	5,500.00	564.95	4,989.85	510.15	91%	5,500.00	78.94	3,420.39	2,079.61	62%
	01-438-202-0438	POLICE-GENERAL SUPPLIES	500	26.94	310.7	189.3	62%	500	53.86	327.33	172.67	65%
	01-438-209-0000	POLICE - GASOLINE	30,820.00	2,939.63	33,588.02	-2,768.02	109%	30,320.00	2,485.81	30,310.77	9.23	100%
	01-438-301-0000	POLICE - COMMUNICATION SERVI	15,000.00	2,341.73	13,079.24	1,920.76	87%	15,000.00	2,335.29	14,296.26	703.74	95%
	01-438-310-0002	POLICE - DUES/MEMBERSHIPS	4,210.00	165	3,130.00	1,080.00	74%	4,210.00	90	3,635.79	574.21	86%
	01-438-310-0005	POLICE - BOOKS/PUBLICATIONS	2,800.00	694	2,731.97	68.03	98%	2,800.00	0	987.64	1,812.36	35%
	01-438-310-0044	POLICE - EQUIPMENT/FIELD SUPPL	6,000.00	2,182.62	5,712.18	287.82	95%	6,000.00	1,801.46	4,038.59	1,961.41	67%
	01-438-310-0045	POLICE - PRISONER EXPENSES	1,200.00	700	1,048.02	151.98	87%	1,200.00	0	344.6	855.4	29%
	01-438-402-0000	POLICE - EQUIP MAINTENANCE	4,000.00	465	3,384.67	615.33	85%	15,000.00	643	2,862.67	12,137.33	19%
	01-438-410-0000	POLICE - EQUIPMENT LEASE	27,900.00	13,857.04	23,497.94	4,402.06	84%	16,900.00	2,295.23	25,690.95	-8,790.95	152%
	01-438-501-0000	POLICE - PRINTING/PUBLISHING	2,800.00	731.97	2,713.17	86.83	97%	2,800.00	0	1,029.49	1,770.51	37%
	01-438-521-0000	POLICE - ANIMAL CONTROL	500	0	150	350	30%	500	150	600	-100	120%
	01-438-550-4018	POLICE - DRUG TASK FORCE GRAN	0	0	0	0	0%	0	0	577.2	-577.2	0%
			1,219,236.98	116,114.31	1,169,586.80	49,650.18	96%	1,250,989.00	116,745.03	1,221,786.66	29,202.34	98%

Police

Town of Newmarket, New Hampshire
Preliminary Expenditure Report^a
For the Period Ended June 30, 2013

Department	Account Number	Account Description	Fiscal Year 2013				Fiscal Year 2012				Percent Used	Balance Year	Balance Year	Percent Used
			Budget	Month to Date Transactions	Year to Date Transactions	Balance Year	Budget	Month to Date Transactions	Year to Date Transactions	Balance Year				
	01-441-101-0000	PW ADMIN. - FULL TIME SALARIES	104,412.05	9,632.00	100,599.21	3,812.84	96%	104,416.00	10,205.90	104,987.61	-571.61	101%		
	01-441-102-0000	PW ADMIN. - OVERTIME	55,000.00	-4,518.87	47,421.92	7,578.08	86%	65,000.00	398.18	28,508.84	36,491.16	44%		
	01-441-106-0000	PW ADMIN. - LABOR SALARIES	198,713.60	13,266.22	184,868.94	13,844.66	93%	242,736.00	17,518.49	181,684.08	61,051.92	75%		
	01-441-190-0000	PW ADMIN. - TRAINING/STAFF DEV	500	16.95	81.95	418.05	16%	500	100	205	295	41%		
	01-441-193-0000	PW ADMIN. - UNIFORMS	14,188.00	1,777.88	13,127.66	1,060.34	93%	14,188.00	3,810.17	16,242.45	-2,054.45	114%		
	01-441-201-0000	PW ADMIN. - POSTAGE	100	10.41	113.16	-13.16	113%	100	1.35	56.21	43.79	56%		
	01-441-202-0000	PW ADMIN. - GENERAL SUPPLIES	5,800.00	445	4,243.73	1,556.27	73%	5,800.00	432.94	5,330.16	469.84	92%		
	01-441-301-0000	PW ADMIN. - COMMUNICATION S	7,000.00	692.97	5,666.64	1,333.36	81%	7,680.00	900.44	6,120.99	1,559.01	80%		
	01-441-310-0002	PW ADMIN. - DUES/MEMBERSHIP	200	0	85	115	43%	300	0	385	-85	128%		
	01-441-310-0003	PW ADMIN. - ADVERTISING	2,400.00	1,171.75	1,967.10	432.9	82%	2,400.00	0	214.02	2,185.98	9%		
Public Works Admin			388,313.65	22,494.31	358,175.31	30,138.34	92%	443,120.00	33,367.47	343,734.36	99,385.64	78%		
	01-442-202-0000	RDWY/SWK - GENERAL SUPPLIES	9,725.00	1,668.60	11,507.45	-1,782.45	118%	9,500.00	2,452.66	11,142.32	-1,642.32	117%		
	01-442-205-0000	RDWY/SWK - WINTER SALT	98,000.00	-5,524.90	92,132.11	5,867.89	94%	85,115.00	0	53,309.67	31,805.33	63%		
	01-442-208-0000	RDWY/SWK - WINTER SAND	2,100.00	-2,032.57	0.01	2,099.99	0%	6,200.00	1,050.00	5,970.00	230	96%		
	01-442-213-0000	RDWY/SWK - PAVEMENT MARKING	4,000.00	0	3,734.16	265.84	93%	2,000.00	110.75	2,210.72	-210.72	111%		
	01-442-250-0000	RDWY/SWK - COLD MIX	2,125.00	0	2,698.70	-573.7	127%	2,125.00	0	1,132.75	992.25	53%		
	01-442-251-0000	RDWY/SWK - HOT TOP	125,000.00	0	125,000.00	0	100%	125,000.00	0	133,950.29	-8,950.29	107%		
	01-442-402-0000	RDWY/SWK - EQUIPMENT LEASE	10,000.00	0	10,000.00	0	100%	10,000.00	0	6,090.00	3,910.00	61%		
	01-442-514-0000	RDWY/SWK - CONTRACT STREET M	6,120.00	0	5,065.06	1,054.94	83%	6,120.00	0	5,239.85	880.15	86%		
	01-442-516-0000	RDWY/SWK - CONTRACT WINTER I	20,185.00	0	20,185.00	0	100%	10,010.00	0	0	10,010.00	0%		
	01-442-527-0000	RDWY/SWK - CURBSIDE WEED COI	3,900.00	0	3,900.00	0	100%	2,925.00	0	2,925.00	0	100%		
	01-442-528-0000	RDWY/SWK - TREE SERVICE	1,500.00	600	2,000.00	-500	133%	1,500.00	1,200.00	5,790.00	-4,290.00	386%		
	01-442-531-0000	RDWY/SWK - WEATHER SERVICE	2,070.00	0	2,070.00	0	100%	2,000.00	0	2,070.00	-70	104%		
	01-442-704-0000	RDWY/SWK - ENGINEERING	2,000.00	0	1,857.92	142.08	93%	4,000.00	0	129.98	3,870.02	3%		
	01-442-705-0000	RDWY/SWK CONSTRUCTION	88,200.00	4,763.06	84,970.28	3,229.72	96%	80,000.00	5,535.00	90,498.96	-10,498.96	113%		
Roadway and sidewalks			374,925.00	-525.81	365,120.69	9,804.31	97%	346,495.00	10,348.41	320,459.54	26,035.46	92%		
	01-446-202-0000	STREET LIGHT - FIXTURES	2,000.00	0	898.34	1,101.66	45%	2,000.00	0	4,294.89	-2,294.89	215%		
	01-446-302-0000	STREET LIGHT - ELECTRICITY	43,000.00	6,352.79	42,484.10	515.9	99%	45,000.00	8,947.61	42,488.17	2,511.83	94%		
Street lights			45,000.00	6,352.79	43,382.44	1,617.56	96%	47,000.00	8,947.61	46,783.06	216.94	100%		
Bridges			500	0	0	500	0%	2,000.00	0	0	2,000.00	0%		
			500	0	0	500	0%	2,000	0	0	2,000	0%		

Town of Newmarket, New Hampshire
Preliminary Expenditure Report^a
For the Period Ended June 30, 2013

Department	Account Number	Account Description	Fiscal Year 2013				Fiscal Year 2012				Percent Used
			Budget	Month to Date Transactions	Year to Date Transactions	Balance Year	Budget	Month to Date Transactions	Year to Date Transactions	Balance Year	
	01-448-101-0000	BLD/GRNDS - FULL-TIME SALARIES	60,372.80	5,295.73	58,834.19	1,538.61	59,873.00	5,271.73	60,140.95	-267.95	100%
	01-448-102-0000	BLD/GRNDS - OVERTIME	4,550.00	719.28	5,577.42	-1,027.42	3,000.00	1,051.59	4,680.56	-1,680.56	156%
	01-448-103-0000	BLD/GRNDS - PART TIME SALARIES	86,252.00	8,853.50	64,543.95	21,708.05	96,758.00	8,888.63	75,674.67	21,083.33	78%
	01-448-202-0000	BLD/GRNDS - GENERAL SUPPLIES	10,000.00	1,864.12	8,613.66	1,386.34	10,000.00	223.5	9,878.58	121.42	99%
	01-448-302-0000	BLD/GRNDS - ELECTRICITY-TOWN I	12,900.00	1,913.51	10,689.97	2,210.03	10,300.00	1,937.78	10,184.29	115.71	99%
	01-448-302-0406	BLD/GRNDS - ELECTRICITY - PARKS	1,200.00	166.53	1,329.27	-129.27	1,400.00	155.55	860.51	539.49	61%
	01-448-302-0438	BLD/GRNDS - ELECTRICITY POLICE	12,800.00	1,804.55	10,991.60	1,808.40	10,300.00	1,904.18	10,083.25	216.75	98%
	01-448-302-0441	BLD/GRNDS - ELECTRICITY YOUNG	25,600.00	3,249.62	22,150.88	3,449.12	21,115.00	3,663.54	22,055.44	-940.44	104%
	01-448-303-0000	BLD/GRNDS - HEAT & OIL - TOWN	21,560.00	662.31	22,447.66	-887.66	16,900.00	511.32	17,606.31	-706.31	104%
	01-448-303-0170	BLD/GRNDS - HEAT & OIL - HAND 1	100	0	0	100	100	0	0	100	0%
	01-448-303-0438	BLD/GRNDS - HEAT & OIL - POLICE	3,135.00	0	2,992.70	142.3	3,211.00	0	3,851.24	-640.24	120%
	01-448-303-0441	BLD/GRNDS - HEAT & OIL - YOUNG	43,770.00	326.67	35,348.39	8,421.61	33,800.00	283.61	34,790.16	-990.16	103%
	01-448-304-0000	BLD/GRNDS - WATER/SEWER TOW	5,100.00	0	4,958.85	141.15	3,100.00	0	5,651.15	-2,551.15	182%
	01-448-304-0438	BLD/GRNDS - WATER/SEWER - POI	425	0	420.3	4.7	400	0	424.2	-24.2	106%
	01-448-304-0441	BLD/GRNDS - WATER/SEWER - YOI	1,600.00	0	1,590.20	9.8	1,600.00	0	2,093.80	-493.8	131%
	01-448-401-0110	BLD/GRNDS - YOUNGS LANE MAIN	11,900.00	4,002.53	15,900.53	-4,000.53	10,000.00	1,346.77	19,226.30	-9,226.30	192%
	01-448-401-0120	BLD/GRNDS - TOWN HALL MAINT	10,000.00	1,964.34	13,867.41	-3,867.41	10,000.00	4,715.28	23,849.61	-13,849.61	238%
	01-448-401-0125	BLD/GRNDS - ELEVATOR MAINTEN	2,000.00	897	2,052.57	-52.57	2,000.00	308.63	2,112.33	-112.33	106%
	01-448-401-0140	BLD/GRNDS - PARKS MAINTENANC	8,000.00	3,579.68	9,249.64	-1,249.64	8,000.00	2,200.63	4,220.17	3,779.83	53%
	01-448-401-0150	BLD/GRNDS - COMMUNITY CENTE	8,000.00	322.25	5,053.80	2,946.20	8,000.00	1,540.03	12,558.41	-4,558.41	157%
	01-448-401-0151	BLD/GRNDS - COMM CTR ELECTRIK	14,875.00	2,051.47	11,386.75	3,488.25	12,360.00	1,203.43	10,377.36	1,982.64	84%
	01-448-401-0152	BLD/GRNDS - COMM CENTR HEAT	11,913.00	286.58	10,384.69	1,528.31	6,760.00	1,311.06	11,843.76	-5,083.76	175%
	01-448-401-0160	BLD/GRNDS - BANDSTAND MAINT	50	0	0	50	50	0	0	50	0%
	01-448-401-0170	BLD/GRNDS - HAND TUB MAINTEN	300	28.08	283.65	16.35	300	27.06	276.17	23.83	92%
	01-448-401-0175	BLD/GRNDS - DAM MAINTENANCE	2,400.00	93.92	1,849.72	550.28	2,400.00	84.26	2,638.43	-238.43	110%
	01-448-401-0180	BLD/GRNDS - TOWN CLOCK MAIN	5,100.00	500	1,271.66	3,828.34	2,000.00	150	1,500.00	500	75%
	01-448-401-0438	BLD/GRNDS - POLICE BUILDING M	11,300.00	899.17	12,407.49	-1,107.49	6,000.00	773.5	3,167.93	2,832.07	53%
	01-448-402-0000	BLD/GRNDS - EQUIPMENT MAINT	4,000.00	476.74	2,136.89	1,863.11	5,500.00	470	1,549.46	3,950.54	28%
	01-448-403-0000	BLD/GRNDS - GROUNDS MAINTEN	35,400.00	5,346.28	36,710.42	-1,310.42	30,000.00	5,628.03	30,394.36	-394.36	101%
	01-448-533-0000	BLD/GRNDS - MOSQUITO CONTRC	53,600.00	0	50,000.00	3,600.00	60,000.00	11,975.00	59,890.00	110	100%
	01-448-800-0000	BLD/GRNDS - EQUIPMENT PURCH/	500	0	499.98	0.02	0	0	0	0	0%
Buildings and Grounds			468,702.80	45,303.86	423,544.24	45,158.56	435,227.00	55,625.11	441,579.40	-6,352.40	101%
	01-449-101-0000	CEM - FULL TIME SALARIES	18,425.20	1,683.01	19,008.66	-583.46	17,815.00	1,713.00	17,883.76	-68.76	100%
	01-449-103-0000	CEM - PART TIME SALARIES	8,775.00	1,625.00	3,497.00	5,278.00	8,715.00	1,543.75	7,978.75	736.25	92%
	01-449-202-0000	CEM - GENERAL SUPPLIES	1,500.00	730.63	828.36	671.64	1,500.00	60.19	186.7	1,313.30	12%
	01-449-302-0000	CEM - ELECTRICITY	340	59.22	297.36	42.64	200	33.07	246.05	-46.05	123%
	01-449-402-0000	CEM - EQUIPMENT MAINT	1,000.00	197.82	695.04	304.96	700.00	286.24	757.95	42.05	95%
	01-449-702-0000	CEM - CONTRACTED SERVICES	5,000.00	4,775.00	4,775.00	225	7,000.00	1,200.00	1,200.00	5,800.00	17%
	01-449-800-0000	CEM - EQUIPMENT PURCHASE	500	0	500	0	0	0	0	0	0%
Cemetery			35,540.20	9,070.68	29,601.42	5,938.78	36,030.00	4,836.25	28,253.21	7,776.79	78%

Town of Newmarket, New Hampshire
Preliminary Expenditure Report^a
For the Period Ended June 30, 2013

Department	Account Number	Account Description	Fiscal Year 2013						Fiscal Year 2012					
			Month to Date		Year to Date		Balance Year	Percent Used	Month to Date		Year to Date		Balance Year	Percent Used
			Budget	Transactions	Transactions	Transactions			Transactions	Transactions	Transactions	Transactions		
	01-452-101-0000	VEHICLE - FULL TIME SALARIES	0	0	0	0	0	0%	53,789.00	0	16,757.49	37,031.51	31%	
	01-452-102-0000	VEHICLE - OVERTIME	0	0	0	0	0%	5,000.00	0	0	0	5,000.00	0%	
	01-452-202-0000	VEHICLE - GENERAL SUPPLIES	2,500.00	170.03	1,815.41	684.59	73%	5,000.00	567.07	4,890.66	109.34	98%		
	01-452-209-0000	VEHICLE - GASOLINE	22,300.00	553.79	15,218.79	7,081.21	68%	20,000.00	5,157.92	12,187.67	7,812.33	61%		
	01-452-210-0000	VEHICLE - DIESEL FUEL	39,840.00	3,320.70	40,484.30	-644.3	102%	30,000.00	2,957.72	27,675.74	2,324.26	92%		
	01-452-214-0000	VEHICLE - OIL	2,000.00	0	707.22	1,292.78	35%	6,000.00	0	657.62	5,342.38	11%		
	01-452-402-0000	VEHICLE - EQUIP MAINT	50,000.00	3,035.43	52,757.74	-2,757.74	106%	50,000.00	7,582.92	40,707.68	9,292.32	81%		
	01-452-403-0000	VEHICLE - VEHICLE MAINT PUBLIC	48,000.00	-19,116.23	12,710.39	35,289.61	26%	48,000.00	9,248.83	39,433.33	8,566.67	82%		
	01-452-403-0406	VEHICLE - VEHICLE MAINT REC	5,000.00	0	240.77	4,759.23	5%	5,000.00	0	952.58	4,047.42	19%		
	01-452-403-0438	VEHICLE - VEHICLE MAINT POLICE	14,000.00	1,039.95	13,615.35	384.65	97%	14,000.00	581.46	11,054.28	2,945.72	79%		
	01-452-403-0461	VEHICLE - VEHICLE MAINT FIRE	11,500.00	2,672.27	13,543.36	-2,043.36	118%	11,500.00	1,462.05	21,724.19	-10,224.19	189%		
	01-452-404-0000	VEHICLE - RADIO MAINT	1,200.00	0	0	1,200.00	0%	1,200.00	374.52	1,164.71	35.29	97%		
	01-452-800-0000	VEHICLE - EQUIP PURCHASE	1,500.00	0	1,508.00	-8	101%	0	0	0	0	0	0%	
			197,840.00	-8,324.06	152,601.33	45,238.67	77%	249,489.00	27,932.49	177,205.95	72,283.05	71%		

Vehicle Maintenance

Town of Newmarket, New Hampshire
Preliminary Expenditure Report^a
For the Period Ended June 30, 2013

Department	Account Number	Account Description	Fiscal Year 2013				Fiscal Year 2012				Percent Used	
			Budget	Month to Date Transactions	Year to Date Transactions	Balance Year	Budget	Month to Date Transactions	Year to Date Transactions	Balance Year		
												Percent Used
	01-461-101-0000	FIRE/RES - FULL TIME SALARIES	81,478.80	7,758.01	75,222.99	6,255.81	92%	71,478.00	7,834.51	81,713.87	-10,235.87	114%
	01-461-102-0000	FIRE/RES - OVERTIME	14,100.00	1,725.20	14,704.63	-604.63	104%	8,000.00	1,266.58	19,978.00	-11,978.00	250%
	01-461-103-0000	FIRE/RES - PART TIME SALARIES	121,268.40	7,001.69	98,399.06	22,869.34	81%	120,100.00	9,121.01	132,693.96	-12,593.96	110%
	01-461-190-0000	FIRE/RES - TRAINING/STAFF DEVEL	17,000.00	2,513.64	9,505.42	7,494.58	56%	17,200.00	70	17,349.24	-149.24	101%
	01-461-193-0000	FIRE/RES - UNIFORMS	7,600.00	0	7,434.89	165.11	98%	7,000.00	0	9,689.24	-2,689.24	138%
	01-461-201-0000	FIRE/RES - POSTAGE	75	7.24	53.97	21.03	72%	100	8	90.8	9.2	91%
	01-461-202-0000	FIRE/RES - GENERAL SUPPLIES	6,500.00	1,126.66	5,903.65	596.35	91%	6,500.00	1,038.70	5,881.43	618.57	90%
	01-461-202-0046	FIRE/RES - MEDICAL SUPPLIES	9,000.00	704.16	9,834.94	-834.94	109%	9,000.00	2,028.43	12,565.30	-3,565.30	140%
	01-461-209-0000	FIRE/RES - GASOLINE	1,170.00	56.19	1,092.32	77.68	93%	910	0	16.99	893.01	2%
	01-461-210-0000	FIRE/RES - DIESEL FUEL	7,668.00	-288.39	7,458.39	209.61	97%	6,840.00	719.45	10,422.67	-3,582.67	152%
	01-461-220-0000	FIRE/RES - AMBULANCE EXPENSES	7,900.00	1,216.06	8,084.28	-184.28	102%	0	0	0	0	0%
	01-461-301-0000	FIRE/RES - COMMUNICATION SERI	7,100.00	976.85	7,806.77	-706.77	110%	3,900.00	753.52	6,470.93	-2,570.93	166%
	01-461-310-0002	FIRE/RES - DUES/SUBSCRIPTIONS	3,000.00	216	3,030.95	-30.95	101%	3,000.00	0	4,148.29	-1,148.29	138%
	01-461-310-0055	FIRE/RES - FIRE PREVENTION	900	908.2	908.2	-8.2	101%	1,200.00	0	0	1,200.00	0%
	01-461-402-0000	FIRE/RES - EQUIP MAINT	14,500.00	3,489.55	17,639.26	-3,139.26	122%	14,500.00	2,397.50	10,039.38	4,460.62	69%
	01-461-518-0000	FIRE/RES - HAZMAT	2,200.00	0	2,098.14	101.86	95%	2,200.00	0	2,098.14	101.86	95%
	01-461-530-0000	FIRE/RES - MUTUAL AID CONTRAC	600	0	200	400	33%	600	220	370	230	62%
	01-461-800-0000	FIRE/RES - EQUIP PURCHASE	20,035.00	419.94	20,452.35	-417.35	102%	20,000.00	0	22,323.75	-2,323.75	112%
Fire/Rescue			322,095.20	27,831.00	289,830.21	32,264.99	90%	292,528.00	25,457.70	335,851.99	-43,323.99	115%
	01-463-103-0000	EM - PART TIME SALARIE	750	0	750	0	100%	750	750	750	0	100%
	01-463-190-0000	EM - TRAINING/STAFF DE	250	0	0	250	0%	250	0	0	250	0%
	01-463-202-0000	EM - GENERAL SUPPLIES	450	0	263.75	186.25	59%	450	48.64	5,618.69	-5,168.69	1249%
Emergency Management			1450	0	1013.75	436.25	70%	1450	798.64	6368.69	-4918.69	439%

Town of Newmarket, New Hampshire
Preliminary Expenditure Report^a
For the Period Ended June 30, 2013

Department	Account Number	Account Description	Fiscal Year 2013				Fiscal Year 2012				Percent Used	
			Budget	Month to Date Transactions	Year to Date Transactions	Balance Year	Budget	Month to Date Transactions	Year to Date Transactions	Balance Year		
	01-480-812-0000	GRANTS - MEM DAY PARADE	2,000.00	0	1,735.00	265	87%	1,800.00	0	0	1,800.00	0%
	01-480-813-0000	GRANTS - FESTIVAL SUPPORT	15,500.00	0	15,500.00	0	100%	15,500.00	0	15,500.00	0	100%
	01-480-814-0000	GRANTS - NWMKT ATHLETIC ASSO	21,500.00	0	21,500.00	0	100%	21,500.00	-1,128.00	20,372.00	1,128.00	95%
	01-480-815-0000	GRANTS - NWMKT SENIOR CITIZEN	1,200.00	0	1,200.00	0	100%	1,200.00	0	1,200.00	0	100%
	01-480-816-0000	GRANTS - NWMKT HISTORICAL SO	2,000.00	0	2,000.00	0	100%	1,900.00	0	1,900.00	0	100%
	01-480-817-0000	GRANTS - C.O.A.S.T.	20,748.00	0	19,247.00	1,501.00	93%	15,795.00	0	15,623.00	172	99%
	01-480-818-0000	GRANTS - VETERANS MEMORIAL	2,100.00	0	279	1,821.00	13%	7,000.00	404.72	2,363.72	4,636.28	34%
	01-480-819-0000	GRANTS - NWMKT HANDTUB ASSC	2,000.00	0	0	2,000.00	0%	2,000.00	0	2,000.00	0	100%
	01-480-821-0000	CEMETERY MAINTENANCE	0	0	0	0	0%	5,000.00	-620	5,620.00	0	-12%
Grants			67,048.00	0.00	61,461.00	5,587.00	92%	71,695.00	-1,343.28	58,338.72	13,356.28	81%
	01-481-910-0000	SS GRANTS - RICHIE MCFARLAND	2,000.00	0	2,000.00	0	100%	2,000.00	0	2,000.00	0	100%
	01-481-913-0000	SS GRANTS - LAMPREY HEALTH CEI	10,100.00	0	10,100.00	0	100%	10,100.00	0	10,100.00	0	100%
	01-481-914-0000	SS GRANTS - AREA HOME MAKERS	5,000.00	0	5,000.00	0	100%	5,000.00	0	5,000.00	0	100%
	01-481-915-0000	SS GRANTS - CHILD & FAMILY SERV	3,000.00	0	3,000.00	0	100%	3,000.00	0	3,000.00	0	100%
	01-481-916-0000	SS GRANTS - R.C.C.A.P.	9,000.00	0	9,000.00	0	100%	9,000.00	0	9,000.00	0	100%
	01-481-917-0000	SS GRANTS - R.S.V.P.	600	0	600	0	100%	600	0	600	0	100%
	01-481-918-0000	SS GRANTS - A SAFE PLACE	1,200.00	0	1,200.00	0	100%	1,200.00	0	1,200.00	0	100%
	01-481-919-0000	SS GRANTS - BIG BROTHER/BIG SIS	1,000.00	0	0	1,000.00	0%	1,000.00	0	1,000.00	0	100%
	01-481-920-0000	SS GRANTS - SEACOAST MENTAL H	2,000.00	0	2,000.00	0	100%	2,000.00	0	2,000.00	0	100%
	01-481-921-0000	SS GRANTS - SEXUAL ASSAULT SUF	0	0	0	0	0%	1,000.00	0	1,000.00	0	100%
	01-481-922-0000	SS GRANTS - SEACOAST HOSPICE	0	0	0	0	0%	1,500.00	0	0	1,500.00	0%
	01-481-923-0000	SS GRANTS - LINKED TOGETHER	4,000.00	0	4,000.00	0	100%	4,000.00	0	4,000.00	0	100%
	01-481-924-0000	SS GRANTS - ROCKINGHAM COUN	3,600.00	0	3,600.00	0	100%	3,600.00	0	3,600.00	0	100%
	01-481-925-0000	SS GRANTS - AIDS RESPONSE	500	0	500	0	100%	500	0	500	0	100%
	01-481-926-0000	SS GRANTS - AMERICAN RED CROS	1,000.00	0	1,000.00	0	100%	1,000.00	0	1,000.00	0	100%
	01-481-929-0000	OTHER GRANTS - CHILD ADVOCAC	1,000.00	0	1,000.00	0	100%	1,000.00	0	1,000.00	0	100%
Social Service Grants			44,000.00	0.00	43,000.00	1,000.00	98%	46,500.00	0.00	45,000.00	1,500.00	97%
	01-490-900-0012	CAP RES - FIRE DEPARTMENT	50,000.00	0	50,000.00	0	100%	67,800.00	0	67,800.00	0	100%
	01-490-900-0016	CAP RES - PUBLIC WORKS	150,000.00	0	150,000.00	0	100%	178,400.00	0	178,400.00	0	100%
	01-490-900-0017	CAP RES - POLICE VEHICLES	46,500.00	0	46,500.00	0	100%	46,500.00	0	46,500.00	0	100%
	01-490-900-0018	CAP RES - LIBRARY	8,700.00	0	8,700.00	0	100%	8,700.00	0	8,700.00	0	100%
	01-490-900-0019	CAP RES - BUILDING IMPROVEMEN	26,500.00	0	26,500.00	0	100%	50,000.00	0	50,000.00	0	100%
	01-490-900-0021	CAP RES - RECREATION FACILITIES	0	0	0	0	0%	38,000.00	0	38,000.00	0	100%
	01-490-900-0034	CIP - CABLE TV	0	0	0	0	0%	18,000.00	0	18,000.00	0	100%
	01-490-900-0074	CAPITAL RESERVE POLICE DISPATCH	1	0	1	0	100%	28,500.00	0	28,500.00	0	100%
	01-490-900-0075	CAPITAL RESERVE - TELECOMMUN	0	0	0	0	0%	20,000.00	0	20,000.00	0	100%
	01-490-900-0079	MACALLEN DAM CAP RESERVE	0	0	0	0	0%	25,000.00	0	25,000.00	0	100%
Capital Reserve			281,701.00	0.00	281,701.00	0.00	100%	494,900.00	0.00	494,900.00	0.00	100%
Total General Fund			6,156,971.34	387,177.60	5,744,203.18	412,768.16	95%	6,585,528.00	456,882.33	6,079,539.87	505,988.13	92%

Town of Newmarket, New Hampshire
Preliminary Expenditure Report^a
For the Period Ended June 30, 2013

Department	Account Number	Account Description	Fiscal Year 2013				Fiscal Year 2012				Percent Used		
			Budget	Month to Date Transactions	Year to Date Transactions	Balance Year	Budget	Month to Date Transactions	Year to Date Transactions	Balance Year			
	02-480-000-0000	LIBRARY - MISCELLANEOUS	0	0	0	0	0	231	0	231	-231	0%	
	02-480-101-0000	LIBRARY - SALARIES	55,904.16	5,375.40	55,904.16	0	0	5,375.40	55,910.00	5,375.40	-209.08	100%	
	02-480-103-0000	LIBRARY - PART TIME SALARIES	106,019.16	9,559.85	94,561.47	11,457.69	89%	8,657.60	94,226.00	90,522.44	3,703.56	96%	
	02-480-150-0000	LIBRARY - FICA	10,039.25	909.36	9,287.87	751.38	93%	695.1	9,308.00	9,033.73	274.27	97%	
	02-480-151-0000	LIBRARY - MEDICARE	2,347.89	212.67	2,172.11	175.78	93%	162.57	2,177.00	2,112.89	64.11	97%	
	02-480-155-0000	LIBRARY - HEALTH INSURANCE	14,469.46	0	13,944.96	524.5	96%	0	19,276.00	18,632.52	643.48	97%	
	02-480-156-0000	LIBRARY - RETIREMENT	4,941.57	494.21	5,035.25	-93.68	102%	378.42	6,200.00	5,017.94	1,182.06	81%	
	02-480-159-0000	LIBRARY - LIFE & DISABILITY	708	67.96	707.52	0.48	100%	58.96	708	707.52	0.48	100%	
	02-480-160-0000	LIBRARY-WORKERS COMPENSATIC	702	0	1,200.98	-498.98	171%	0	0	3,705.79	-3,705.79	0%	
	02-480-161-0000	LIBRARY - UNEMPLOYMENT	0	0	611.61	-611.61	0%	0	0	0	0	0%	
	02-480-190-0000	LIBRARY - TRAINING/STAFF DEVEL	300	0	1,667.50	-1,367.50	556%	300	300	330	-30	110%	
	02-480-202-0000	LIBRARY - GENERAL SUPPLIES	5,000.00	424.12	4,366.28	633.72	87%	410.63	5,000.00	3,796.37	1,203.63	76%	
	02-480-301-0000	LIBRARY - TELEPHONE	1,500.00	211.29	1,231.25	268.75	82%	209.69	1,500.00	1,299.48	200.52	87%	
	02-480-302-0000	LIBRARY - ELECTRICITY	10,000.00	1,378.74	7,745.44	2,254.56	77%	1,906.21	7,500.00	8,729.03	-1,229.03	116%	
	02-480-303-0000	LIBRARY - HEAT & OIL	10,400.00	0	12,163.71	-1,763.71	117%	530.99	10,400.00	10,721.45	-321.45	103%	
	02-480-304-0000	LIBRARY - WATER	600	428.1	2,159.30	-1,559.30	360%	0	600	864.2	-264.2	144%	
	02-480-310-0005	LIBRARY - BOOKS/SUBSCRIPTIONS	35,000.00	5,405.44	33,764.28	1,235.72	96%	0	40,000.00	7,612.71	34,633.47	5,366.53	87%
	02-480-330-0000	LIBRARY - AUDIO/VISUAL	1,195.00	0	0	1,195.00	0%	0	1,000.00	0	1,000.00	0%	
	02-480-350-0000	LIBRARY - ELECTRONIC INFO - OTH	5,666.00	29.9	7,394.01	-1,728.01	130%	79.59	7,000.00	7,185.54	-185.54	103%	
	02-480-340-0000	LIBRARY - ARCHIVES/PRESERVATIC	250	0	0	250	0%	250	250	50.25	199.75	20%	
	02-480-350-0000	LIBRARY - PROGRAMS	2,000.00	0	1,019.53	980.47	51%	306	2,000.00	1,143.45	856.55	57%	
	02-480-401-0000	LIBRARY - BUILDING MAINTENANC	8,000.00	527.2	4,801.14	3,198.86	60%	417.48	8,000.00	3,284.27	4,715.73	41%	
	02-480-402-0000	LIBRARY - EQUIPMENT MAINTENA	3,500.00	118	1,055.84	2,444.16	30%	77.7	3,500.00	924.68	2,575.32	26%	
	02-480-504-0000	LIBRARY-PROPERTY LIABILITY INS	4,588.00	0	3,708.97	879.03	81%	0	0	3,585.52	-3,585.52	0%	
	02-480-800-0000	LIBRARY - EQUIPMENT PURCHASE	1,000.00	1,327.23	2,664.09	-1,664.09	266%	1,515.22	3,000.00	1,515.22	1,484.78	51%	
			284,130.49	26,469.47	267,167.27	16,963.22	94%	28,625.27	277,855.00	264,145.84	13,709.16	95%	

Library

Town of Newmarket, New Hampshire
Preliminary Expenditure Report^a
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Department	Account Number	Account Description	Fiscal Year 2013				Fiscal Year 2012					
			Budget	Month to Date Transactions	Year to Date Transactions	Balance Year Used	Percent Used	Budget	Month to Date Transactions	Year to Date Transactions	Balance Year Used	Percent Used
	05-406-101-0000	RECREATION - FULL TIME SALARIES	143,975.00	13,909.04	137,333.45	6,641.55	95%	146,225.00	13,830.56	144,903.55	1,321.45	99%
	05-406-103-0000	RECREATION - PART TIME SALARIE	120,971.40	11,663.21	114,644.39	6,327.01	95%	119,877.00	11,272.03	112,696.87	7,180.13	94%
	05-406-111-0000	RECREATION - WORK STUDY	3,047.00	90	141.5	2,905.50	5%	2,376.00	0	0	2,376.00	0%
	05-406-190-0000	RECREATION - TRAINING/STAFF DE	4,800.00	245	2,692.57	2,107.43	56%	3,595.00	25.3	1,124.62	2,470.38	31%
	05-406-191-0000	RECREATION - TRAVEL EXPENSE	400	0	35.22	364.78	9%	400	0	210.68	189.32	53%
	05-406-192-0000	RECREATION - MEAL ALLOWANCE	735	40.22	162.15	572.85	22%	740	192.36	483.01	256.99	65%
	05-406-201-0000	RECREATION - POSTAGE	1,900.00	37.29	1,437.02	462.98	76%	2,000.00	98.25	1,561.62	438.38	78%
	05-406-202-0000	RECREATION - GENERAL SUPPLIES	3,923.00	543.58	3,391.85	531.15	86%	4,092.00	681.79	3,422.99	669.01	84%
	05-406-202-0034	RECREATION - ATHLETIC SUPPLIES	796	114	234.96	561.04	30%	526	0	1,203.12	-677.12	229%
	05-406-202-0036	RECREATION - CLASS SUPPLIES	6,204.00	1,554.25	5,815.07	388.93	94%	5,075.00	255.59	3,431.17	1,643.83	68%
	05-406-301-0000	RECREATION - COMMUNICATION :	2,220.00	1,034.40	3,862.94	-1,642.94	174%	2,000.00	454.45	3,443.59	-1,443.59	172%
	05-406-302-0000	RECREATION - ELECTRICITY	0	0	0	0	0%	0	186.08	186.08	-186.08	0%
	05-406-302-0001	RECREATION - FIELD LIGHTS	6,000.00	536.25	3,688.60	2,311.40	61%	6,000.00	198.97	3,445.89	2,554.11	57%
	05-406-310-0002	RECREATION - DUES/SUBSCRIPTIO	870	0	770.96	99.04	89%	820	0	517.96	302.04	63%
	05-406-310-0003	RECREATION - ADVERTISING	800	0	576.5	223.5	72%	700	0	702.06	-2.06	100%
	05-406-402-0000	RECREATION - EQUIPMENT MAINT	8,106.00	2,862.90	8,607.18	-501.18	106%	8,120.00	3,835.52	8,978.68	-858.68	111%
	05-406-501-0000	RECREATION - PRINTING & PUBLIS	7,763.00	0	7,441.52	321.48	96%	7,335.00	0	8,975.00	-1,640.00	122%
	05-406-508-0000	RECREATION - BUS TRIPS	47,605.00	2,416.57	34,825.07	12,779.93	73%	58,010.00	2,942.71	38,027.01	19,982.99	66%
	05-406-800-0000	RECREATION - EQUIPMENT PURCH	3,874.00	590.63	1,367.56	2,506.44	35%	900	829	1,642.57	-742.57	183%
	05-406-902-0000	RECREATION - SUMMER CAMP	9,145.00	3,387.91	7,783.30	1,361.70	85%	10,021.00	4,926.26	11,751.27	-1,730.27	117%
	05-406-902-0037	RECREATION - TEEN CAMP	2,632.00	165	337.47	2,294.53	13%	3,225.00	1,478.52	1,478.52	1,746.48	46%
	05-406-904-0000	RECREATION - SUNRISE SUNSET SF	8,022.00	1,322.13	3,105.66	4,916.34	39%	8,596.00	2,842.07	7,597.10	998.9	88%
	05-406-906-0000	RECREATION - SPECIAL EVENTS	10,150.00	1,047.92	11,093.72	-943.72	109%	10,350.00	1,071.14	9,815.99	534.01	95%
			393,938.40	41,560.30	349,348.66	44,589.74	89%	400,983.00	45,120.60	365,599.35	35,383.65	91%

Recreation

Town of Newmarket, New Hampshire
Preliminary Expenditure Report^a
For the Period Ended June 30, 2013

Department	Account Number	Account Description	Fiscal Year 2013				Fiscal Year 2012					
			Budget	Month to Date Transactions	Year to Date Transactions	Balance Year Used	Percent Used	Budget	Month to Date Transactions	Year to Date Transactions	Balance Year Used	Percent Used
	07-450-103-0000	SW - PART TIME	9,802.00	2,060.25	14,409.78	-4,607.78	147%	11,098.00	1,109.23	9,882.33	1,215.67	89%
	07-450-202-0000	SW - GENERAL SUPPLIES	23,250.00	44.72	22,499.15	750.85	97%	21,250.00	0	14,196.64	7,053.36	67%
	07-450-310-0002	SW - DUES/SUBSCRIPTIONS	800	0	496.8	303.2	62%	800	0	625.8	174.2	78%
	07-450-402-0000	SW - EQUIPMENT LEASE	2,000.00	80	1,120.00	880	56%	2,000.00	80	1,120.00	880	56%
	07-450-403-0000	SW - VEHICLE MAINTENANCE	5,000.00	0	665.35	4,334.65	13%	5,000.00	0	3,534.68	1,465.32	71%
	07-450-501-0000	SW - PRINTING & PUBLICATION	500	0	0	500	0%	1,000.00	0	932.5	67.5	93%
	07-450-532-0000	SW - FREON REMOVAL	1,500.00	0	672	828	45%	1,500.00	0	824	676	55%
	07-450-536-0000	SW - HOUSEHOLD HAZARDOUS	10,000.00	0	8,230.00	1,770.00	82%	10,000.00	0	0	10,000.00	0%
	07-450-702-0047	SW - LAMPREY REG. CO-OP	2,000.00	0	2,028.08	-28.08	101%	1,969.00	0	2,028.08	-59.08	103%
	07-450-702-0048	SW - MSW CONTRACT	136,740.00	18,173.27	142,568.83	-5,828.83	104%	143,100.00	20,288.91	141,159.36	1,940.64	99%
	07-450-702-0049	SW - RECYCLING CONTRACT	151,210.00	25,209.63	155,420.05	-4,210.05	103%	153,220.00	26,524.37	155,298.76	-2,078.76	101%
	07-450-702-0050	SW - CONSTRUCTION DEBRIS	43,775.00	10,373.35	45,636.45	-1,861.45	104%	42,500.00	9,149.85	47,617.20	-5,117.20	112%
	07-450-702-0051	SW - POST CLOSURE LANDFILL TES	50,000.00	487.67	26,979.31	23,020.69	54%	60,000.00	9,109.93	30,543.34	29,456.66	51%
	07-450-800-0000	SW - EQUIPMENT PURCHASE	5,000.00	0	8,008.97	-3,008.97	160%	5,000.00	0	0	5,000.00	0%
			441,577.00	56,428.89	428,734.77	12,842.23	97%	458,437.00	66,262.29	407,762.69	50,674.31	89%

Solid Waste

Town of Newmarket, New Hampshire
Preliminary Expenditure Report^a
 For the Period Ended June 30, 2013

Department	Account Number	Account Description	Fiscal Year 2013				Fiscal Year 2012					
			Budget	Month to Date Transactions	Year to Date Transactions	Balance Year Used	Budget	Month to Date Transactions	Year to Date Transactions	Balance Year Used		
	20-451-101-0000	WATER - FULL TIME SALARIES	119,343.31	12,113.83	122,956.07	-3,612.76	103%	117,397.00	12,949.58	121,200.13	-3,803.13	103%
	20-451-102-0000	WATER - OVERTIME	6,000.00	669.6	7,113.30	-1,113.30	119%	6,000.00	1,061.77	7,992.78	-1,992.78	133%
	20-451-103-0000	WATER - PART TIME SALARIES	6,968.00	0	4,173.34	2,794.66	60%	6,968.00	849.55	7,147.55	-179.55	103%
	20-451-150-0000	WATER - FICA	8,238.15	734.58	8,037.80	200.35	98%	8,328.00	616.77	7,805.69	522.31	94%
	20-451-151-0000	WATER - MEDICARE	1,926.66	171.46	1,879.52	47.14	98%	1,948.00	144.26	1,819.42	128.58	93%
	20-451-155-0000	WATER - HEALTH INSURANCE	27,441.00	1,143.02	26,170.92	1,270.08	95%	26,859.00	0	27,948.72	-1,089.72	104%
	20-451-156-0000	WATER - RETIREMENT	10,329.03	1,143.02	11,759.43	-1,430.40	114%	13,019.00	845.92	10,675.00	2,344.00	82%
	20-451-159-0000	WATER - LIFE/DISABILITY INSURAN	1,152.00	114.01	1,152.12	-0.12	100%	1,152.18	96.01	1,152.12	0.06	100%
	20-451-160-0000	WATER - WORKERS COMPENSATIC	3,385.00	0	4,040.92	-655.92	119%	3,041.00	0	3,041.00	0	100%
	20-451-161-0000	WATER - UNEMPLOYMENT	336	0	224.01	111.99	67%	385	0	385	0	100%
	20-451-190-0000	WATER - TRAINING/STAFF DEVELO	2,500.00	732	1,669.50	830.5	67%	2,000.00	0	829.68	1,170.32	41%
	20-451-193-0000	WATER - UNIFORMS	3,000.00	404.99	3,695.67	-695.67	123%	3,500.00	592.62	3,272.04	227.96	93%
	20-451-198-0000	WATER - LONGEVITY	563	0	562.5	0.5	100%	563	0	562.5	0.5	100%
	20-451-201-0000	WATER - POSTAGE	2,800.00	1,046.04	2,680.67	119.33	96%	2,800.00	969.02	2,504.36	295.64	89%
	20-451-202-0000	WATER - GENERAL SUPPLIES	2,200.00	276.2	2,514.66	-314.66	114%	2,000.00	307.92	2,736.07	-736.07	137%
	20-451-202-0002	WATER - DUES/SUBSCRIPTIONS	1,050.00	175	723	327	69%	1,050.00	0	663	387	63%
	20-451-202-0003	WATER - ADVERTISING	1,200.00	1,207.00	1,828.49	-628.49	152%	1,200.00	0	1,306.57	-106.57	109%
	20-451-204-0000	WATER - TAXES	300	0	0	300	0%	300	0	0	300	0%
	20-451-209-0000	WATER - GASOLINE	3,600.00	258.84	4,727.46	-1,127.46	131%	3,600.00	-136.51	4,913.83	-1,313.83	136%
	20-451-211-0000	WATER - LP GAS	15,000.00	0	11,603.93	3,396.07	77%	15,000.00	0	12,457.78	2,542.22	83%
	20-451-217-0000	WATER - CHEMICALS	27,000.00	1,775.04	17,766.37	9,233.63	66%	25,000.00	6,259.74	20,571.50	4,428.50	82%
	20-451-301-0000	WATER - COMMUNICATION SERVI-	3,800.00	495.76	3,411.42	388.58	90%	3,500.00	623.2	3,411.88	88.12	97%
	20-451-302-0000	WATER - ELECTRICITY	50,000.00	4,973.52	36,176.48	13,823.52	72%	50,000.00	6,683.87	37,193.91	12,806.09	74%
	20-451-401-0000	WATER - BUILDING MAINTENANCE	6,000.00	1,764.55	7,428.03	-1,428.03	124%	6,000.00	484.45	10,309.56	-4,309.56	172%
	20-451-402-0000	WATER - EQUIPMENT MAINTENAN	4,000.00	953.81	1,798.04	2,201.96	45%	4,000.00	17,966.86	17,966.86	-13,966.86	449%
	20-451-403-0000	WATER - VEHICLE MAINTENANCE	5,000.00	1,705.30	4,732.31	267.69	95%	5,000.00	2,907.32	5,015.77	-15.77	100%
	20-451-406-0000	WATER - SYSTEM MAINTENANCE	45,000.00	5,273.56	43,869.57	1,130.43	97%	45,000.00	12,909.70	46,609.49	-1,609.49	104%
	20-451-504-0000	WATER - PROPERTY-LIABILITY INSL	4,283.00	0	4,282.76	0.24	100%	4,205.00	0	4,189.80	15.2	100%
	20-451-702-0000	WATER - CONTRACTED SERVICES	12,000.00	135	8,471.52	3,528.48	71%	12,000.00	1,154.00	7,914.64	4,085.36	66%
	20-451-703-0000	WATER - AUDIT	3,350.00	0	3,350.00	0	100%	3,350.00	0	3,350.00	0	100%
	20-451-704-0000	WATER - ENGINEERING	30,000.00	2,975.00	22,081.61	7,918.39	74%	30,000.00	1,044.92	22,871.01	7,128.99	76%
	20-451-900-0000	WATER - TRANSFER TO CAPITAL R	359,800.00	0	359,800.00	0	100%	359,800.00	0	359,800.00	0	100%
	20-451-950-0000	WATER - BONDS & NOTES PRINCIP	53,732.00	0	53,256.00	476	99%	62,000.00	-12,404.86	49,595.14	12,404.86	80%
	20-451-951-0000	WATER - BONDS & NOTES INTERE	1,933.00	0	1,932.30	0.7	100%	6,000.00	-1,062.00	4,938.00	1,062.00	82%
	20-451-954-0000	WATER - LAND ACQUISITION	20,000.00	0	20,000.00	0	100%	20,000.00	0	20,000.00	0	100%
Water			843,230.15	39,098.11	805,869.72	37,360.43	96%	852,965.18	54,864.11	832,150.80	20,814.38	98%

Town of Newmarket, New Hampshire
Preliminary Expenditure Report
 For the Period Ended June 30, 2013

Department	Account Number	Account Description	Fiscal Year 2013				Fiscal Year 2012				Percent Used
			Budget	Month to Date Transactions	Year to Date Transactions	Balance Year	Budget	Month to Date Transactions	Year to Date Transactions	Balance Year	
	30-471-101-0000	WW - FULL TIME SALARIES	17,715.00	17,220.58	170,962.65	1,752.35	17,210.64	172,716.34	-4,484.34	103%	
	30-471-102-0000	WASTEWATER - OVERTIME	17,000.00	1,297.36	15,355.41	1,644.59	1,071.42	15,486.38	1,513.62	91%	
	30-471-103-0000	WASTEWATER PART TIME SALARIE	23,530.00	0	3,425.08	20,104.92	849.55	14,851.99	9,083.01	62%	
	30-471-150-0000	WASTEWATER - FICA	13,221.23	1,052.66	11,099.44	2,121.79	790.44	11,556.33	1,657.67	87%	
	30-471-151-0000	WASTEWATER - MEDICARE	3,092.06	245.85	2,595.41	496.65	184.88	2,708.73	381.27	88%	
	30-471-155-0000	WASTEWATER - HEALTH INSURAN	60,334.00	0	57,553.05	2,780.95	0	61,471.34	-2,672.34	105%	
	30-471-156-0000	WASTEWATER - RETIREMENT	15,944.32	1,662.29	16,861.56	-917.24	1,116.65	16,134.52	2,521.48	86%	
	30-471-159-0000	WASTEWATER - LIFE/DISABILITY IN	3,000.00	177.45	1,805.40	1,194.60	150.45	1,805.39	1,194.61	60%	
	30-471-160-0000	WASTEWATER - WORKERS COMPE	3,780.00	0	4,557.49	-777.49	0	3,577.00	0	100%	
	30-471-161-0000	WASTEWATER - UNEMPLOYMENT	580	0	336	244	0	599	0	100%	
	30-471-162-0000	WASTEWATER - EMPLOYEE TESTIN	750	0	0	750	0	0	750	0%	
	30-471-190-0000	WASTEWATER - TRAINING/STAFF I	3,000.00	0	2,683.50	316.5	170	2,145.52	1,354.48	61%	
	30-471-193-0000	WASTEWATER - UNIFORMS	3,000.00	636.55	4,325.90	-1,325.90	617.14	2,309.51	690.49	77%	
	30-471-198-0000	SEWER - LONGEVITY	1,237.00	0	1,237.50	-0.5	0	1,237.50	-224.5	122%	
	30-471-201-0000	WASTEWATER - POSTAGE	2,800.00	155.86	3,233.70	-433.7	2,500.00	1,697.46	802.54	68%	
	30-471-202-0000	WASTEWATER - GENERAL SUPPLIE	2,500.00	259.7	2,395.30	104.7	2,500.00	1,792.96	707.04	72%	
	30-471-202-0002	WASTEWATER - DUES/SUBSCRIPTI	600	127	770	-170	50	889	-289	148%	
	30-471-202-0003	WASTEWATER - ADVERTISING	1,200.00	807.89	2,161.89	-961.89	0	1,200.00	0	0%	
	30-471-209-0000	WASTEWATER - GASOLINE	4,000.00	249.18	3,456.77	543.23	779.15	4,002.75	-2.75	100%	
	30-471-215-0000	WASTEWATER - LAB SUPPLIES	18,000.00	1,209.30	18,490.60	-490.6	2,703.75	18,578.89	-578.89	103%	
	30-471-217-0000	WASTEWATER - CHEMICALS	37,000.00	4,462.04	36,739.41	260.59	4,234.42	30,295.01	3,704.99	89%	
	30-471-301-0000	WASTEWATER - COMMUNICATION	6,800.00	865.22	5,708.56	1,091.44	920.41	5,718.08	1,081.92	84%	
	30-471-302-0000	WASTEWATER - ELECTRICITY	87,000.00	10,703.47	75,039.62	11,960.38	11,645.10	75,827.60	11,172.40	87%	
	30-471-303-0000	WASTEWATER - HEAT & OIL	26,000.00	5,380.08	28,904.18	-2,904.18	26,000.00	28,386.80	-2,386.80	109%	
	30-471-401-0000	WASTEWATER - BUILDING MAINTE	20,000.00	1,020.12	39,484.99	-19,484.99	2,562.99	25,472.49	-5,472.49	127%	
	30-471-403-0000	WASTEWATER - VEHICLE MAINTEN	5,000.00	1,097.56	1,249.29	3,750.71	4,500.00	3,819.79	680.21	85%	
	30-471-406-0000	WASTEWATER - SYSTEM MAINTEN	50,000.00	3,481.30	42,246.17	7,753.83	50,000.00	59,324.62	-9,324.62	119%	
	30-471-504-0000	WASTEWATER - PROPERTY/LIABILI	8,740.00	0	8,386.04	353.96	8,630.00	8,229.55	400.45	95%	
	30-471-538-0000	WASTEWATER - SLUDGE DISPOSAL	30,000.00	2,730.00	23,980.02	6,019.98	1,660.93	30,513.83	-513.83	102%	
	30-471-702-0000	WASTEWATER - CONTRACT SERVIC	15,000.00	5,240.38	15,071.86	-71.86	15,000.00	14,691.45	308.55	98%	
	30-471-703-0000	WASTEWATER - AUDIT	3,350.00	0	3,350.00	0	0	3,350.00	0	100%	
	30-471-704-0000	WASTEWATER - ENGINEERING	30,000.00	0	17,136.32	12,863.68	30,000.00	33,302.99	-3,302.99	111%	
	30-471-804-0000	WASTEWATER - NPDES PERMITS	38,000.00	1,849.84	25,631.33	12,368.67	0	0	0	0%	
	30-471-900-0000	WASTEWATER - TRANSFER TO CAF	100,000.00	0	100,000.00	0	100,000.00	100,000.00	0	100%	
	30-471-950-0000	WW - BONDS & NOTES PRINCIPLE	97,338.00	0	102,540.06	-5,202.06	100,040.00	79,040.00	21,000.00	79%	
	30-471-951-0000	WW - BONDS & NOTES INTEREST	43,684.00	0	34,861.06	8,822.94	40,132.00	61,720.50	-21,588.50	154%	
Wastewater			948,195.61	61,931.68	883,635.56	64,560.05	902,617.00	893,253.32	9,363.68	99%	
Total SRF and Enterprise Funds			2,911,071.65	225,488.45	2,734,755.98	176,315.67	2,892,857.18	2,762,912.00	129,945.18	96%	
Grand Total			9,068,042.99	612,666.05	8,478,959.16	589,083.83	9,478,385.18	8,842,451.87	635,933.31	93%	

Recreation Department

Recreation Revenue for the 2012-13 at fiscal year's end totaled \$197,655.64. The yearend fiscal year Recreation Department expenses were under budget leaving about 28,000.00 in estimated surplus in the Recreation account. Final figures were not available at the time of this report. Part of this surplus is a result of the Recreation Director who was on short term disability for 90 days and the Recreation Department's full time salaries line item was not charged \$8,500.00 over that time period. The balance of the surplus was held back by the department to assure that the projected revenue was met.

The Recreation Department Wanna Iguana Day Camp program has been accepting campers since the beginning of March 2013. As of June 30th there was 229 campers enrolled for Day Camp. We forecasted last month that that the camp enrollment will be around 185 to 195 participants in 2013, up around 25 more campers than the 2012 numbers. The final number for fiscal years end increased that Recreation Departments camp number to 46 more campers compared to last year.

The Recreation Department Wanna Iguana Day Camp program is in its third week of operation. The camp is going very well and children and parents are very satisfied so far. The rain and hot temperatures have not hampered attendance or participation at this point. Special events and field trips have been big hits along with Wanna Iguana Mondays where each child picks from 10 activities to participate in two of them over two three week morning sessions of camp on Mondays.

The Recreation Department ran its first drama camp the week after school closed for summer. There were 29 participants that attended the camp which brought in \$3, 161.00 in additional revenue for the department. The participants' response to program was ecstatic. The children worked hard all week to learn their lines and songs to the musical "the Princess and the Pea." Parents, family, and friends were treated to a matinee and an evening performance that packed the Community Center multi-purpose room for both performances. The Recreation Department believes this camp will only grow larger next year if offered.

Hershey Track and Field State Track Meet was held on Saturday, June 22, 2013 at Pelham, NH. Two of the Newmarket track participants who qualified at the Hershey Regional Track meet went on to the State finals. Lucas Russell won two firsts: one in the 100 Meter Dash and the other in Softball Throw and a second in the 200 Meter Dash. Fred Holmes came in second in the Softball Throw behind Lucas Russell. It was a good day at the track for Newmarket.

The Sunrise Sunset Center Special has worked out an agreement with Lamprey Health Care for free bus coverage during July and August while the recreation bus is being utilized for day camp. The Recreation Department would like the Town Council to advise the department whether to continue after the summer is concluded with pick up with the Recreation Bus for this Special that would occur at the Sunrise Sunset Center one day a month.

	<u>Budget</u>	<u>Month Exp.</u>	<u>YTD Exp</u>	<u>Amount Remaining</u>	<u>% Used</u>	<u>% Expended Previous Yr</u>
Recreation	393,938.40	41,560.30	349,348.66	44,589.74	89%	91%



**Town of Newmarket, New Hampshire
Town Council Workshop
July 24, 2013 7:00 p.m.
Town Council Chambers**

- 5. Town Council to Consider Reports from Council Rep Committees**



**Town of Newmarket, New Hampshire
Town Council Workshop
July 24, 2013 7:00 p.m.
Town Council Chambers**

6. Discussions/Presentations

- a. Resolution #2013/2014-09 Authorizing the Participation in the USDA Rural Development Program Loan of Up to \$10,340,000 for Costs Associated with the Waste Water Treatment Facility Upgrade
(TA Requests to Suspend the Rules)

TOWN OF NEWMARKET, NEW HAMPSHIRE
By the Newmarket Town Council
Resolution #2013/2014-09

**Authorizing the Participation in the USDA Rural Development Program Loan of
Up to \$10,340,000 for Costs Associated with the Waste Water Treatment Facility
Upgrade**

WHEREAS The Town of Newmarket has been approved by the United States Department of Agriculture Department of Rural Development to receive a loan for the Waste Water Treatment Facility Project, and

WHEREAS the USDA has indicated that by participating in the loan program, the USDA will award the Town a grant of \$1,966,360, for a total amount of \$12,306,360, and

WHEREAS these funds will be used to pay off the previously issued loan from the NH Department of Environmental Services State Revolving Fund.

NOW THEREFORE LET IT BE RESOLVED by the Newmarket Town Council and the Town Treasurer with the approval of the Town Administrator are hereby authorized to borrow up to \$10,340,000 through the participation in the USDA Department of Rural Development Loan Program.

First Reading: *July 24, 2013*
Second Reading: *July 24, 2013*
Approval: *July 24, 2013*

Approved: Gary Levy, Chairman Newmarket Town Council

A True Copy Attest: _____
Donna Dugal, Newmarket Town Clerk

STEPHEN R. FOURNIER
TOWN ADMINISTRATOR

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NEWMARKET, NH 03857

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FAX: (603) 659-8508

FOUNDED DECEMBER 15, 1727
CHARTERED JANUARY 1, 1991

TOWN OF NEWMARKET, NEW HAMPSHIRE
OFFICE of the TOWN ADMINISTRATOR

INTEROFFICE MEMORANDUM

TO: TOWN COUNCIL
FROM: STEVE FOURNIER, TOWN ADMINISTRATOR
SUBJECT: WASTE WATER TREATMENT FACILITY FUNDING PLAN 
DATE: 7/18/2013
CC: SEAN GREIG

NH Department of Environmental Services and USDA Rural Development notified us of two grants/loans that we have been awarded for our Waste Water Treatment Facility. In order to maximize the amount of funds we can receive, we are actually going to be pursuing both loans, and both agencies have signed off. Here is the process.

1. The Town will issue notes in the amount of \$14,100,000 through the NH DES State Revolving Funds. This would allow us to begin the project through construction. The interest rate is 1% until substantial completion of the project.
 - a. Of this \$14,100,000, \$1,762,500 of the principal would be forgiven.
 - b. We would then only repay \$12,337,500 of the loan.
2. Rural Development has indicated that they are going to award a loan of \$10,340,000. The interest rate on this is 2.75% on a 30-year loan. In addition, they are going to award a grant of \$1,966,360. This will total our Rural Development amount to \$12,306,360¹
3. The Rural Development loan cannot be in place until the project is substantially completed. We would use this amount to pay off the loan from the DES. So ultimately, the amount we are going to borrow is \$10,340,000 for the \$14,100,000 project. We will be reducing the cost to the ratepayers by \$3,760,000.

¹ The difference between the DES \$12,337,500 and Rural Development's \$12,306,500 is that DES Rounds the total project figure up to \$14,100,000 while Rural Development uses the actual figure of \$14,068,860. The difference between the two is about \$31,000

In order to take advantage of this, Rural Development needs indication from the Town that this is acceptable by August 7, 2013. This would earmark the money for the Town for the future. I am asking the Council to suspend its rules to act on both resolutions the evening of July 24 in order to allow us time to process these documents. We will continue to work on additional funding sources as well.



Rural Development

July 25, 2013

Area Office

73 Main Street,
P O Box 1020
Conway, NH
03818

Voice 603.447.3318
Fax 603.447.3304

Mr. Steve Fournier
Town Administrator
Town of Newmarket
186 Main Street
Newmarket, NH 03857

RE: Letter of Conditions – Water and Environmental Program Funding for
Treatment Facility and Pump Station Upgrades
\$10,340,000 Loan and \$1,966,360 Grant

Dear Mr. Fournier:

This letter establishes conditions, which must be understood and agreed to before further consideration may be given to your application. Any changes in project cost, source of funds, scope of services or any other significant changes in the project or applicant must be reported to and approved by the Rural Development by written amendment to this letter. Any changes not approved by Rural Development shall be cause for discontinuing processing of your application.

This letter is not to be considered as loan or grant approval or as a representation of the availability of funds. The project may be completed on the basis of a Rural Development loan not to exceed \$10,340,000 and a Rural Development grant not to exceed \$1,762,000.

If Rural Development makes the loan, the interest rate charged will be the rate in effect at the time of loan approval or closing whichever is lower. The loan will be considered approved on the date a signed copy of Form RD 1940-1, "Request for Obligation of Funds," is mailed to you.

You should be aware that you may be requested to refinance the unpaid balance of your loan, in whole or in part, if Rural Development determines that credit from private sources at reasonable rates and terms is available.

Project Funding

The Rural Development loan and grant are based on the following funding breakdown. Any significant changes in the funding must be approved by Rural Development in writing.

Rural Development Loan	\$10,340,000
Rural Development Grant	\$1,966,360
NH DES	\$1,762,500
<u>Total</u>	<u>\$14,068,860</u>

USDA is an equal opportunity provider and employer.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

Your funding needs will be reassessed if there is a significant (20% or more of the project development cost) reduction in project costs after bids are received. Obligated loan or grant funds not needed to complete the proposed project will be cancelled. Any reduction will be applied to grant funds first. An "Amended Letter of Conditions" will be issued for any revised project budget.

The project must be completed and RD loan and grant funds expended no later than 5 years following obligation. Waivers requests will only be considered based on documented unanticipated or unavoidable delays in the project.

Upon project completion, any remaining project funds may be used for eligible loan and grant purposes provided the use will not result in major changes to the original scope of work (included in the approved Preliminary Engineering Report) and the purpose of the loan and grant remains the same. The use of remaining funds for eligible loan and grant purposes must fall within the above 5 year timeframe for use of funds.

Any remaining loan funds will be applied as an extra payment on the Rural Development indebtedness unless other disposition is required by State statute.

Any remaining grant funds not expended or approved for authorized purposes will be cancelled 90 days after project completion. Prior to cancellation, you will be notified of Rural Development's intent to cancel the remaining funds and given appropriate appeal rights.

Applicant Organization

Rural Development assistance is being made available on the basis that you are a legally organized public body and have provided Rural Development evidence in the form of a Certificate of Organization.

Repayment Schedule

Loan repayment will be scheduled over a period not to exceed 30 years from the date of the first draw against interim or construction financing.

Your payment due date(s) will be established based on the date of your closing.

The estimated annual Rural Development debt service requirement will be \$508,522 based on amortized payments.

Payments will be required semi-annually. Payments are estimated at \$254,261 based on a 2.75% interest rate.

Proposed Operating Budget and User Rate Schedule

You are required to submit your proposed annual operating budget and rate analysis prior to advertisement for bids or loan closing whichever occurs first. The operating budget should be based on a typical year cash flow after the completion of the proposed project and show payment of all operating and maintenance, debt service, and funding of any asset replacement reserves. The operating budget should be supported by the user rate analysis. Please show number of users, average consumption based on a twelve month average and proposed rate structure in your analysis.

Reserves

Reserves must be properly budgeted to maintain the financial viability and sustainability of any operation. Reserves are important to fund unanticipated emergency maintenance and repairs, and assist with debt service thru a debt service reserve should the need arise. Reserves can also be established and maintained for the anticipated and expected expenses including but not limited to operation and maintenance, customer deposits, deferred interest during the construction period, and an asset management program.

As your financial assistance was based on establishing and/or maintaining a short lived asset replacement reserve, you must deposit the sum of \$168,167 in this reserve annually for the life of the loan. This amount is based on the short lived asset reserve schedule submitted with our application.

Preauthorized Debit Payment Process (PAD)

Payments will be made through the "Preauthorized Debit" (PAD) payment process. This process allows your payment to be electronically debited from your account on the day it is due.

Security Requirements

This loan will be secured by general obligation bonds. Additional security requirements are contained in grant RUS Bulletin 1780-12, "Water and Waste System Grant Agreement" and RUS Bulletin 1780-27, "Loan Resolution (Public Bodies).

Loan Resolution

The governing board is required to adopt RUS Bulletin 1780-27, Loan Resolution.

Grant Agreement

The appropriate officials are required to execute RUS Bulletin 1780-12, Water and Waste System Grant Agreement, at the time of grant closing. Before this agreement can be executed by Rural Development, we must be provided a deed reference for all sites, easements and/or rights-of-way now owned or to be obtained for the construction/operation of this facility. All easements/rights-of-way will be obtained in the name of the applicant under the supervision of the local attorney. THESE MUST BE RECEIVED BY RURAL DEVELOPMENT PRIOR TO THE ADVERTISEMENT FOR BIDS.

Certification of Compliance with Federal Requirements/Laws

The "Certification of Compliance with Federal Requirements/Laws" must be signed by the appropriate official. (3-13-2013)

System for Award Management (SAM) Registration

The Town must maintain its registration in SAM until the project is completed and all Agency funds have been disbursed or cancelled. Your current registration will expire on **March 4, 2014**. Please insure it is renewed timely as it may prevent fund disbursements.

Interim Financing/Loan Closing Instructions/Disbursement of Funds

You are required to obtain interim financing for the loan portion of the project. Prior to the advertisement for construction bids, award of contracts, and the use of interim financing funds, Rural Development loan closing instructions must be issued by our Office of General Counsel and reviewed by you and your attorney.

Once you have determined that the closing instructions can be met, Rural Development may then authorize the advertisement for construction bids, contract awards, and the expenditure of interim financing. At such time as the project is substantially complete and all of the interim financing has been spent, the Rural Development loan will be closed and the interim bank notes paid off.

Rural Development grant funds will be disbursed on a monthly basis when the loan amount has been expended utilizing interim financing funds. The loan will be closed as soon after the interim financing has been expended as possible.

You must establish a separate account (see below), to be known and referred to as the Construction Account, with a lending institution insured by the Federal Deposit Insurance Corporation (FDIC). All project funds will be deposited into this account. The account will be used solely for the purpose of paying authorized costs of the project as outlined in the project budget. Once the funds are deposited into the construction account, they become your responsibility.

The Construction Account must be an interest bearing account except as follows:

- a. Federal grant awards (includes all Federal funding sources) are less than \$120,000.00 per year
- b. The best available interest bearing account would not be expected to earn in excess of \$100.00 per year. If funds in excess of \$100.00 per year are earned, they will be submitted to Rural Development at least quarterly as required in 7 CFR 3016.
- c. The depository would require a minimum balance so high that it would not be feasible.

Electronically Disbursed Funds

To make funds available in a timelier manner, electronic funds transfer (EFT) will be utilized for both loan and grant funds disbursements.

Bond Counsel

You are required to obtain the services of a Rural Development recognized Bond Counsel for the legal proceedings related to the issuance of the bond. Prior to Rural Development authorization for interim financing borrowing and advertisement for construction bids, Bond Counsel will provide Rural Development with a preliminary bond transcript consisting of preliminary opinion, copy of warning or notice of meeting, proof of posting, result of bond vote, specimen bond, and draft approving opinion. At loan closing, Bond Counsel will provide Rural Development with a final bond transcript and the executed bonds.

Property Rights

Title to all real property owned, or to be acquired, for the facility will be fee simple in the name of the Town of Newmarket. Any other form of title must be approved by Rural Development. Title acceptable to Rural Development or an option to purchase must be received prior to

advertisement for construction bids. Form VT 1942-3, Certificate of As to Title to Project Site, must be completed by your local counsel and provided to Rural Development prior to advertisement for bids.

If it is necessary to secure easements or rights-of-way for the construction or operation of the facility, they will be obtained in the name of the Town of Newmarket under the supervision of the local attorney. Forms RD 442-21, "Right-of-Way Certificate," and Form RD 442-22, "Opinion of Counsel Relative to Rights-of-Way," will be used. A color-coded rights-of-way map is required. This map should indicate that the applicant has continuous and adequate rights-of-way. It should be prepared under the supervision of the consulting engineer. All easements and rights-of-way must be obtained prior to advertisement for construction bids.

Acquisition of necessary land and rights, including permanent easements, must be accomplished in accordance with the Uniform Relocation and Real Property Acquisition Act.

Professional Contracts

All contracts for engineering, legal and accounting services must be reviewed and approved by Rural Development for scope of service and reasonableness of fees prior to you approving and signing them.

Planning, Bidding, Contracting, Construction

This phase of the project must be completed in accordance with RUS Instruction 1780 (C). Facilities financed by Rural Development will be designed and constructed in accordance with sound engineering and architectural practices, and must meet the requirements of state and local agencies having jurisdiction in such matters. You and your engineer must consider all materials suitable for the project. The consultant must specify all materials normally used for the construction conditions expected. The consultant must justify the omission of any materials, which would normally be acceptable. **RURAL DEVELOPMENT MUST REVIEW AND APPROVE FINAL PLANS, SPECIFICATIONS, AND BIDDING DOCUMENTS PRIOR TO THE ADVERTISEMENT FOR BIDS.** Rural Development approved contract documents will be utilized.

Competitive sealed bids (formal advertising) will be the required method of procurement for construction contracts unless otherwise approved by Rural Development. A firm-fixed price contract award shall be made to that responsible bidder whose bid, conforming to the invitation for bids, is lowest.

Solicitation of offers must incorporate a clear and accurate description of the technical requirements for the material, product or service to be procured. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equal" description may be used to define the performance of other salient requirements of procurement. The specific feature of the name brand's which must be met by the offer or will be clearly stated. When a "brand name or equal" description is used, at least two competitive manufacturers or suppliers will be named.

You are responsible for the settlement of all contractual and administrative issues arising out of procurement entered into in support of a loan or grant. These include, but are not limited to: source evaluation, protests, disputes and claims. Matters concerning violation of laws are to be referred to the applicable local, state or Federal authority.

Prior to award of the contract(s), the consultant will provide you and Rural Development with an updated Project Cost Summary.

Unless waived by Rural Development, full-time resident inspection will be required during construction. The inspector's resume must be reviewed and approved by Rural Development.

Preconstruction conferences will ordinarily be required.

Rural Development must review and approve all monthly pay estimates and any changes orders.

You will be required to prepare and submit Monthly Project Budget Reports. All ineligible costs will be kept separately from eligible costs including engineering and resident inspection. The budget report should be considered as a summary sheet of the backup data, not the backup data. Include all invoices with the report. The only exceptions are those that are included in the contractor's payment request.

Cost overruns must be due to high bids or unexpected construction problems that cannot be reduced by negotiations, redesign, use of bid alternatives, rebidding or other means prior to consideration by Rural Development for subsequent funding. Such requests will be contingent on the availability of funds. Cost overruns exceeding 20% of the development costs at time of loan or grant approval or where the scope of the original project has changed will compete for funds with all other applications on hand as of that date.

All facilities financed in whole or in part with Rural Development funds and which are accessible to the public or in which physically handicapped persons may be employed or reside, must be developed in compliance with the Uniform Federal Accessibility Standards.

As an applicant and future recipient, you are required to comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Sec. 794). It provides in relevant part as follows: "No otherwise qualified handicapped individual in the United States ... shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

Legal Sufficiency of Construction Contracts

Your local attorney must render an opinion relative to the legal sufficiency of the construction contract(s) prior to Rural Development's concurrence in said contract(s).

Emergency Response Plan and Vulnerability Assessments

Rural Development requires all financed water and wastewater systems to have a vulnerability assessment (VA) and an emergency response plan (ERP) in place.

You must provide certification that a VA and ERP are complete and current prior to bid authorization.

You will be required to provide certification that the VA and ERP are complete and are current every three years. Rural Development does not need or want a copy of either document. The requested certification will be sufficient to meet this requirement. Technical assistance providers are available to provide on-site assistance if desired.

Compliance with Civil Rights Act of 1964

Any facility that is constructed improved or purchased with federal funds and the services provided therein must be available for the benefit of the public at large without discrimination as to race, color, sex, national origin, disability, marital or familial status.

As a recipient of Federal financial assistance, you agreed to comply with Title VI of the Civil Rights Act of 1964 when you signed the "Certification of Compliance with Federal Requirements/Laws". The Act requires that you keep records regarding the race and ethnicity of your sewer customers. You may need to revise your current application and/or do a separate mailing to your existing customers to obtain this information. Rural Development is required to meet with you periodically, every three to six years, to review your compliance with this Act.

Mitigation Measures

The following mitigation measures and/or actions have been determined necessary as a result of the Rural Development environmental review of the proposed project:

See page 19 of the Environmental Report dated July, 2010.

Your contractor when disposing of excess, soil or other construction materials on public and private property will not fill in or otherwise convert wetlands or 100-year floodplain areas.

Any excavation that uncovers an historical or archaeological artifact will immediately be reported to the Project Engineer and a representative of Rural Development. Construction will be temporarily halted pending the notification process and further directions issued by the agency after consultation with the State Historic Preservation Officer (SHPO).

Any development in your service area that modifies an aquatic or wetland environment without a U. S. Army Corps of Engineers (USACE) permit is a violation of Federal law. Noncompliance will result in enforcement actions by the USACE. Therefore, service connection applications in areas where wetlands exist should be scrutinized to verify that proper Section 404 permits have been obtained.

No-Litigation Certificate

At the Rural Development loan closing, your bond counsel must issue a certificate that there is no litigation pending that will adversely affect the loan.

Insurance and Bonding

Public liability insurance will be obtained on the entire Rural Development financed facility.

Real property insurance will normally be maintained on all structures except reservoirs, pipelines and other structures if such structures are not normally insured and subsurface lift stations except for the value of electrical and pumping equipment. Prior to the acceptance of the facility from the contractor(s), you must obtain real property insurance (fire and extended coverage) on all facilities meeting the above listed criteria.

Worker's Compensation will be carried in accordance with applicable state laws.

Fidelity Bond or Employee Dishonesty coverage will be required for all person(s) entrusted with the receipt and disbursement of funds and custody of valuable property. Coverage may be

provided either for all individual positions or persons, or through "blanket" coverage providing protection for all appropriate employees and/or officials. The amount of the bond will approximate the annual payment to Rural Development of \$508,522. The amount must be reviewed and approved by Rural Development prior to loan closing. RD Form 440-24 may be used.

National Flood Insurance - If the project involves acquisition or construction in designated special flood or mudslide prone areas, you must purchase a flood insurance policy at the time of loan closing.

The above insurances must be obtained prior to loan closing or the start of construction, whichever occurs first. The insurance must remain in effect for the entire term of the loan. Evidence of coverage must be provided to Rural Development prior to the execution of construction contracts or loan closing, whichever occur first.

Verification of Users

The project was developed on the basis of 3,393 users of the system. Any significant changes in the number of users must be reported to and approved by Rural Development. If there is a significant change you will be asked to verify the number of users at loan closing.

Accounting Services

You may, depending on the level of Federal financial assistance received, be required to obtain the services of an independent licensed Certified Public Accountant (CPA) to perform a financial audit. You must enter into a written audit agreement with the CPA and submit a copy to Rural Development prior to the advertisement of bids. The audit agreement may include terms and conditions that you and the auditor deem appropriate; however, the agreement should include the following:

- a. A statement that the auditor will perform and document the audit work in accordance with Auditing Standards Generally Accepted by the Government (GAGAS) and the professional standards of the AICPA;
- b. A statement that the auditor will submit the completed audit and accompanying letters to you thirty (30) days prior to the date the audit is due to Rural Development;
- c. A statement that the auditor will make all audit-related documents, including work papers, available to Rural Development or its representatives, upon request; and
- d. A statement that the auditor will immediately report in writing, all irregularities and illegal acts to you and the Agency.

Financial Reports

Rural Development must review and approve your method of accounting, prior to start of construction or loan closing, whichever occurs first.

In the year in which Federal financial assistance of \$500,000.00 or more is expended an audit shall be performed in accordance with the requirements of OMB Circular A-133. The total Federal funds expended from all sources shall be used to determine Federal financial assistance expended.

During the life of the loan, if Federal financial assistance of less than \$500,000.00 is expended per fiscal year and the outstanding Rural Development aggregate loan balance is \$1,000,000.00

or more, an audit, in accordance with Water and Waste audit requirements (i.e. a GAGAS audit) is required.

Once your aggregate loan balance falls below \$1,000,000.00, you may, with Agency approval, submit internally prepared financial statements in lieu of an audit report. If, in the normal course of business, you have an audit performed, a copy of the audit is preferred over the internally prepared statements

The requirements for submitting an A-133 audit report are based upon the total amount of Federal financial assistance expended during your fiscal year from all Federal sources. You are considered to have "expended" Federal financial assistance when: (a) Federal funds have been disbursed, either directly or as a sub recipient from a pass-thru entity; or, (b) when you have incurred expenditures that will be reimbursed with Federal funds.

Quarterly financial reports will also be required until notified otherwise. Form RD 442-2, Statement of Budget, Income and Equity, may be used.

Press Release and Public Events

Rural Development may issue a press release and to announce the award of loan and grant funds. Our Public Information Coordinator, Marie Ferris, (1-802-828-6080), may contact you for local feedback, quotes or assistance with scheduling and planning an event. If you are planning a groundbreaking or open house event on your own, please contact Marie immediately to avoid duplication of effort.

Please complete and return the enclosed Form RD 1942-46, "Letter of Intent to Meet Conditions," and Form RD 1940-1, "Request for Obligation of Funds," if you desire that further consideration be given to your application. In signing Form RD 1942-46, you are agreeing to comply with the conditions outlined in this letter as soon as possible.

After you have determined that you can comply with all of the above conditions, the necessary documents will be submitted to our Regional Attorney for review. The loan will be closed in accordance with closing instructions issued by our Regional Attorney.

If the conditions set forth in this letter are not met or substantial progress achieved within forty-five (45) days from the date hereof, the Rural Development reserves the right to discontinue the processing of your application.

Sincerely,

ANNE M. GETCHELL
Community Programs Specialist

Enclosures – RD Forms:

- 1942-46, Letter of Intent to Meet Conditions
- 1940-1, Request for Obligation of Funds
- 442-2, Statement of Budget, Income and Equity
- 442-21, Right-of-Way Certificate
- 442-22, Opinion of Counsel Relative to Rights-of-Way

440-24, Position Fidelity Schedule Bond
400-8, Compliance Review

RUS Bulletins:

1780-7, Legal Services Agreement
1780-27, Loan Resolution
RUS Bulletin 1780-12, Water and Waste System Grant Agreement
RUS Bulletin 1780-30, Water Programs Audit Guide and Compliance
RUS Instruction 1780(C)

Miscellaneous Forms

VT 1942-2, Attorney's No-Litigation Certificate (At Closing)
VT 1942-3, Certificate of Title
SF5510, Authorization Agreement for Preauthorized Payments
SF 3881, Automated Clearing House Registration

cc: Local Counsel
Bond Counsel
Engineer
Daniel Fenno

LETTER OF INTENT TO MEET CONDITIONS

Date 07-25-2013

TO: United States Department of Agriculture

Rural Development

(Name of USDA Agency)

73 Main Street, PO Box 1020
Conway, NH 03818

(USDA Agency Office Address)

We have reviewed and understand the conditions set forth in your letter dated 07-25-2013 . It is our intent to meet all of them not later than 09-09-2013 .

Newmarket, Town of

(Name of Association)

BY _____

Steve Fournier, Town Administrator

(Title)

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a persons is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0015 and 0570-0062. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data. needed, and completing and reviewing the collection of information.

Application for Federal Assistance SF-424	
* 1. Type of Submission:	
<input type="checkbox"/> Preapplication	<input type="checkbox"/> New
<input checked="" type="checkbox"/> Application	<input type="checkbox"/> Continuation
<input type="checkbox"/> Changed/Corrected Application	<input type="checkbox"/> Revision
* 2. Type of Application: * If Revision, select appropriate letter(s):	
* Other (Specify)	
* 3. Date Received: Completed by Grants.gov upon submission.	
4. Applicant Identifier:	
5a. Federal Entity Identifier:	
* 5b. Federal Award Identifier:	
State Use Only:	
6. Date Received by State:	7. State Application Identifier: NH100809.253
8. APPLICANT INFORMATION:	
* a. Legal Name: Newmarket, Town of	
* b. Employer/Taxpayer Identification Number (EIN/TIN): *****0643	* c. Organizational DUNS: 037699121
d. Address:	
* Street 1: 186 Main Street	
Street 2:	
* City: Newmarket	
County/Parish: Rockingham	
* State: New Hampshire	
Province:	
* Country: USA: UNITED STATES	
* Zip / Postal Code: 03857	
e. Organizational Unit:	
Department Name:	Division Name:
f. Name and contact information of person to be contacted on matters involving this application:	
Prefix: Mr.	* First Name: Steve
Middle Name:	
* Last Name: Fournier	
Suffix:	
Title: Town Administrator	
Organizational Affiliation:	
* Telephone Number: (603) 659-3617	Fax Number: (603) 659-8508
* Email:	

Application for Federal Assistance SF-424

9. Type of Applicant 1 - Select Applicant Type:

Municipal

Type of Applicant 2- Select Applicant Type:

Type of Applicant 3- Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

11. Catalog of Federal Domestic Assistance Number:

10.760

CFDA Title:

Water and Waste Disposal

* 12. Funding Opportunity Number:

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Town of Newmarket

Add Attachments

Delete Attachments

View Attachments

* 15. Descriptive Title of Applicant's Project:

Treatment Facility & Pump Station 2013

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="\$12,306,360.00"/>
* b. Applicant	<input type="text"/>
* c. State	<input type="text" value="\$1,762,500.00"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="\$14,068,860.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (if "Yes", provide explanation.)**

Yes No

If "Yes, provide explanation and attach.

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

*Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: * Date Signed:

DRAFT
EJ

Town of Newmarket					
Loan Amount \$ 10,340,000 2.75% 30 Years					
Semi-Annual Payments					
	Beginning Balance	Principal Payment	Interest Payment	Total Payment	Interest Rate
	\$ 10,340,000	112,086	142,175	\$ 254,261	2.750%
	10,227,914	113,627	140,634	254,261	2.750%
	10,114,287	115,190	139,071	254,261	2.750%
	9,999,097	116,773	137,488	254,261	2.750%
	9,882,324	118,379	135,882	254,261	2.750%
	9,763,945	120,007	134,254	254,261	2.750%
	9,643,938	121,657	132,604	254,261	2.750%
	9,522,281	123,330	130,931	254,261	2.750%
	9,398,952	125,025	129,236	254,261	2.750%
	9,273,926	126,745	127,516	254,261	2.750%
	9,147,182	128,487	125,774	254,261	2.750%
	9,018,694	130,254	124,007	254,261	2.750%
	8,888,440	132,045	122,216	254,261	2.750%
	8,756,395	133,861	120,400	254,261	2.750%
	8,622,535	135,701	118,560	254,261	2.750%
	8,486,834	137,567	116,694	254,261	2.750%
	8,349,267	139,459	114,802	254,261	2.750%
	8,209,808	141,376	112,885	254,261	2.750%
	8,068,432	143,320	110,941	254,261	2.750%
	7,925,112	145,291	108,970	254,261	2.750%
	7,779,821	147,288	106,973	254,261	2.750%
	7,632,533	149,314	104,947	254,261	2.750%
	7,483,219	151,367	102,894	254,261	2.750%
	7,331,852	153,448	100,813	254,261	2.750%
	7,178,404	155,558	98,703	254,261	2.750%
	7,022,846	157,697	96,564	254,261	2.750%
	6,865,150	159,865	94,396	254,261	2.750%
	6,705,284	162,063	92,198	254,261	2.750%
	6,543,221	164,292	89,969	254,261	2.750%
	6,378,929	166,551	87,710	254,261	2.750%
	6,212,379	168,841	85,420	254,261	2.750%
	6,043,538	171,162	83,099	254,261	2.750%
	5,872,375	173,516	80,745	254,261	2.750%
	5,698,860	175,902	78,359	254,261	2.750%
	5,522,958	178,320	75,941	254,261	2.750%
	5,344,638	180,772	73,489	254,261	2.750%
	5,163,865	183,258	71,003	254,261	2.750%
	4,980,607	185,778	68,483	254,261	2.750%
	4,794,830	188,332	65,929	254,261	2.750%
	4,606,498	190,922	63,339	254,261	2.750%
	4,415,576	193,547	60,714	254,261	2.750%
	4,222,029	196,208	58,053	254,261	2.750%
	4,025,821	198,906	55,355	254,261	2.750%
	3,826,915	201,641	52,620	254,261	2.750%
	3,625,274	204,413	49,848	254,261	2.750%
	3,420,861	207,224	47,037	254,261	2.750%
	3,213,637	210,073	44,188	254,261	2.750%
	3,003,563	212,962	41,299	254,261	2.750%
	2,790,601	215,890	38,371	254,261	2.750%
	2,574,711	218,859	35,402	254,261	2.750%
	2,355,852	221,868	32,393	254,261	2.750%
	2,133,984	224,919	29,342	254,261	2.750%
	1,909,065	228,011	26,250	254,261	2.750%
	1,681,054	231,147	23,114	254,261	2.750%
	1,449,908	234,325	19,936	254,261	2.750%
	1,215,583	237,547	16,714	254,261	2.750%
	978,036	240,813	13,448	254,261	2.750%
	737,223	244,124	10,137	254,261	2.750%
	493,099	247,481	6,780	254,261	2.750%
	245,618	245,618	3,377	248,995	2.750%
		10,340,000	\$ 4,910,394	\$ 15,250,394	
				\$ 15,250,394	

WATER OR WASTE SYSTEM GRANT AGREEMENT
UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL UTILITIES SERVICE

THIS AGREEMENT dated 7/25/2013 between
Newmarket, Town of
a public corporation organized and operating under NH Statutes Annotated
(Authorizing Statute)

herein called "Grantee," and the United States of America acting through the Rural Utilities Service, Department of Agriculture, herein called "Grantor," WITNESSETH:

WHEREAS

Grantee has determined to undertake a project of acquisition, construction, enlargement, or capital improvement of a (water) (waste) system to serve the area under jurisdiction at an estimated cost of \$14,068,860 and has duly authorized the undertaking of such project.

Grantee is able to finance not more than \$12,102,500 of the development cost through revenues, charges, taxes or assessments, or funds otherwise available to Grantee resulting in a reasonable user charge.

Said sum of \$12,102,500 has been committed to and by Grantee for such project development costs.

Grantor has agreed to grant the Grantee a sum not to exceed \$1,966,360 or 13.98% percent of said development costs, whichever is the lesser, subject to the terms and conditions established by the Grantor. Provided, however, that the proportionate share of any grant funds actually advanced and not needed for grant purposes shall be returned immediately to the Grantor. The Grantor may terminate the grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the conditions of the grant.

As a condition of this grant agreement, the Grantee assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive orders and other generally applicable requirements, including those set out in 7 CFR 3015.205(b), which hereby are incorporated into this agreement by reference, and such other statutory provisions as are specifically set forth herein.

NOW, THEREFORE, In consideration of said grant by Grantor to Grantee, to be made pursuant to

Section 306 (a) of the Consolidated Farm and Rural Development Act the purpose only of defraying a part not to exceed 13.98% percent of the development costs, as defined by applicable Rural Utilities Service Instructions. GRANTEE AGREES THAT GRANTEE WILL:

A. Cause said project to be constructed within the total sums available to it, including said grant, in accordance with the project plans and specifications and any modifications thereof prepared by Grantee and approved by Grantor.

B. Permit periodic inspection of the construction by a representative of Grantor during construction.

C. Manage, operate and maintain the system, including this project if less than the whole of said system, continuously in an efficient and economical manner.

D. Make the services of said system available within its capacity to all persons in Grantee's service area without discrimination as to race, color, religion, sex, national origin, age, marital status, or physical or mental handicap (possess capacity to enter into legal contract for services) at reasonable charges, including assessments, taxes, or fees in accordance with a schedule of such charges, whether for one or more classes of service, adopted by resolution dated July 24, 2013, as may be modified from time to time by Grantee. The initial rate schedule must be approved by Grantor. Thereafter, Grantee may make such modifications to the rate system as long as the rate schedule remains reasonable and nondiscriminatory.

E. Adjust its operating costs and service charges from time to time to provide for adequate operation and maintenance, emergency repair reserves, obsolescence reserves, debt service and debt service reserves.

F. Expand its system from time to time to meet reasonably anticipated growth or service requirements in the area within its jurisdiction.

G. Provide Grantor with such periodic reports as it may require and permit periodic inspection of its operations by a representative of the Grantor.

H. To execute any agreements required by Grantor which Grantee is legally authorized to execute. If any such agreement has been executed by Grantee as a result of a loan being made to Grantee by Grantor contemporaneously with the making of this grant, another agreement of the same type need not be executed in connection with this grant.

I. Upon any default under its representations or agreements set forth in this instrument, Grantee, at the option and demand of Grantor, will repay to Grantor forthwith the original principal amount of the grant stated herein above with the interest at the rate of 5 percentum per annum from the date of the default. Default by the Grantee will constitute termination of the grant thereby causing cancellation of Federal assistance under the grant. The provisions of this Grant Agreement may be enforced by Grantor, at its option and without regard to prior waivers by it previous defaults of Grantee, by judicial proceedings to require specific performance of the terms of this Grant Agreement or by such other proceedings in law or equity, in either Federal or State courts, as may be deemed necessary by Grantor to assure compliance with the provisions of this Grant Agreement and the laws and regulations under which this grant is made.

J. Return immediately to Grantor, as required by the regulations of Grantor, any grant funds actually advanced and not needed by Grantee for approved purposes.

K. Use the real property including land, land improvements, structures, and appurtenances thereto, for authorized purposes of the grant as long as needed.

1. Title to real property shall vest in the recipient subject to the condition that the Grantee shall use the real property for the authorized purpose of the original grant as long as needed.

2. The Grantee shall obtain approval by the Grantor agency for the use of the real property in other projects when the Grantee determines that the property is no longer needed for the original grant purposes. Use in other projects shall be limited to those under other Federal grant programs or programs that have purposes consistent with those authorized for support by the Grantor.

3. When the real property is no longer needed as provided in 1 and 2 above, the Grantee shall request disposition instructions from the Grantor agency or its successor Federal agency. The Grantor agency shall observe the following rules in the disposition instructions:

(a) The Grantee may be permitted to retain title after it compensates the Federal Government in an amount computed by applying the Federal percentage of participation in the cost of the original project to the fair market value of the property.

(b) The Grantee may be directed to sell the property under guidelines provided by the Grantor agency. When the Grantee is authorized or required to sell the property, proper sales procedures shall be established that provide for competition to the extent practicable and result in the highest possible return.
[Revision 1, 04/17/1998]

(c) The Grantee may be directed to transfer title to the property to the Federal Government provided that in such cases the Grantee shall be entitled to compensation computed by applying the Grantee's percentage of participation in the cost of the program or project to the current fair market value of the property.

This Grant Agreement covers the following described real property (use continuation sheets as necessary).

All Real property purchased with grant funds

L. Abide by the following conditions pertaining to equipment which is furnished by the Grantor or acquired wholly or in part with grant funds. Equipment means tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A grantee may use its own definition of equipment provided that such definition would at least include all equipment defined above.

[Revision 1, 04/17/1998]

1. Use of equipment.

(a) The Grantee shall use the equipment in the project for which it was acquired as long as needed. When no longer needed for the original project, the Grantee shall use the equipment in connection with its other Federally sponsored activities, if any, in the following order of priority:

(1) Activities sponsored by the Grantor.

(2) Activities sponsored by other Federal agencies.

(b) During the time that equipment is held for use on the property for which it was acquired, the Grantee shall make it available for use on other projects if such other use will not interfere with the work on the project for which the equipment was originally acquired. First preference for such other use shall be given to Grantor sponsored projects. Second preference will be given to other Federally sponsored projects.

2. Disposition of equipment. When the Grantee no longer needs the equipment as provided in paragraph (a) above, the equipment may be used for other activities in accordance with the following standards:

(a) Equipment with a current per unit fair market value of less than \$5,000. The Grantee may use the equipment for other activities without reimbursement to the Federal Government or sell the equipment and retain the proceeds.

(b) Equipment with a current per unit fair market value of \$5,000 or more. The Grantee may retain the equipment for other uses provided that compensation is made to the original Grantor agency or its successor. The amount of compensation shall be computed by applying the percentage of Federal participation in the cost of the original project or program to the current fair market value or proceeds from sale of the equipment. If the Grantee has no need for the equipment and the equipment has further use value, the Grantee shall request disposition instructions from the original Grantor agency.

The Grantor agency shall determine whether the equipment can be used to meet the agency's requirements. If no requirement exists within that agency, the availability of the equipment shall be reported, in accordance with the guidelines of the Federal Property Management Regulations (FPMR), to the General Services Administration by the Grantor agency to determine whether a requirement for the equipment exists in other Federal agencies. The Grantor agency shall issue instructions to the Grantee no later than 120 days after the Grantee requests and the following procedures shall govern:

(1) If so instructed or if disposition instructions are not issued within 120 calendar days after the Grantee's request, the Grantee shall sell the equipment and reimburse the Grantor agency an amount computed by applying to the sales proceeds the percentage of Federal participation in the cost of the original project or program. However, the Grantee shall be permitted to deduct and retain from the Federal share ten percent of the proceeds for Grantee's selling and handling expenses.

(2) If the Grantee is instructed to ship the equipment elsewhere the Grantee shall be reimbursed by the benefiting Federal agency with an amount which is computed by applying the percentage of the Grantee participation in the cost of the original grant project or program to the current fair market value of the equipment, plus any reasonable shipping or interim storage costs incurred.

(3) If the Grantee is instructed to otherwise dispose of the equipment, the Grantee shall be reimbursed by the Grantor agency for such costs incurred in its disposition.

3. The Grantee's property management standards for equipment shall also include:

(a) Records which accurately provide for: a description of the equipment; manufacturer's serial number or other identification number; acquisition date and cost; source of the equipment; percentage (at the end of budget year) of Federal participation in the cost of the project for which the equipment was acquired; location, use and condition of the equipment and the date the information was reported; and ultimate disposition data including sales price or the method used to determine current fair market value if the Grantee reimburses the Grantor for its share.

(b) A physical inventory of equipment shall be taken and the results reconciled with the equipment records at least once every two years to verify the existence, current utilization, and continued need for the equipment.

(c) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage, or theft of equipment shall be investigated and fully documented.

(d) Adequate maintenance procedures shall be implemented to keep the equipment in good condition.

(e) Proper sales procedures shall be established for unneeded equipment which would provide for competition to the extent practicable and result in the highest possible return.

This Grant Agreement covers the following described equipment (use continuation sheets as necessary).

All equipment purchased with grant funds

M. Provide Financial Management Systems which will include:

1. Accurate, current, and complete disclosure of the financial results of each grant. Financial reporting will be on an accrual basis.
2. Records which identify adequately the source and application of funds for grant-supported activities. Those records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
3. Effective control over and accountability for all funds, property and other assets. Grantees shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.
4. Accounting records supported by source documentation.

N. Retain financial records, supporting documents, statistical records, and all other records pertinent to the grant for a period of at least three years after grant closing except that the records shall be retained beyond the three-year period if audit findings have not been resolved. Microfilm or photo copies or similar methods may be substituted in lieu of original records. The Grantor and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Grantee's government which are pertinent to the specific grant program for the purpose of making audits, examinations, excerpts and transcripts.

O. Provide information as requested by the Grantor to determine the need for and complete any necessary Environmental Impact Statements.

P. Provide an audit report prepared in accordance with Grantor regulations to allow the Grantor to determine that funds have been used in compliance with the proposal, any applicable laws and regulations and this Agreement.

Q. Agree to account for and to return to Grantor interest earned on grant funds pending their disbursement for program purposes when the Grantee is a unit of local government. States and agencies or instrumentality's of states shall not be held accountable for interest earned on grant funds pending their disbursement.

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R. Not encumber, transfer or dispose of the property or any part thereof, furnished by the Grantor or acquired wholly or in part with Grantor funds without the written consent of the Grantor except as provided in item K above.

S. To include in all contracts for construction or repair a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). The Grantee shall report all suspected or reported violations to the Grantor.

T. To include in all contracts in excess of \$100,000 a provision that the contractor agrees to comply with all the requirements of the Clean Air Act (42 U.S.C. §7414) and Section 308 of the Water Pollution Control Act (33 U.S.C. §1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 of the Clean Air Act and Section 308 of the Water Pollution Control Act and all regulations and guidelines issued thereunder after the award of the contract. In so doing the Contractor further agrees:

[Revision 1, 11/20/1997]

1. As a condition for the award of contract, to notify the Owner of the receipt of any communication from the Environmental Protection Agency (EPA) indicating that a facility to be utilized in the performance of the contract is under consideration to be listed on the EPA list of Violating Facilities. Prompt notification is required prior to contract award.
2. To certify that any facility to be utilized in the performance of any nonexempt contractor subcontract is not listed on the EPA list of Violating Facilities pursuant to 40 CFR Part 32 as of the date of contract award.

[Revision 1, 11/20/97]

3. To include or cause to be included the above criteria and the requirements in every nonexempt subcontract and that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

As used in these paragraphs the term "facility" means any building, plan, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by a Grantee, cooperator, contractor, or subcontractor, to be utilized in the performance of a grant, agreement, contract, subgrant, or subcontract. Where a location or site of operation contains or includes more than one building, plant, installation, or structure, the entire location shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are co-located in one geographical area.

Grantor Agrees That It:

A. Will make available to Grantee for the purpose of this Agreement not to exceed 1,966,360.00 which it will advance to Grantee to meet not to exceed 13.98% percent of the project development costs of the project in accordance with the actual needs of Grantee as determined by Grantor.

B. Will assist Grantee, within available appropriations, with such technical assistance as Grantor deems appropriate in planning the project and coordinating the plan with local official comprehensive plans for sewer and water and with any State or area plans for the area in which the project is located.

C. At its sole discretion and at any time may give any consent, deferment, subordination, release, satisfaction, or termination of any or all of Grantee's grant obligations, with or without valuable consideration, upon such terms and conditions as Grantor may determine to be (1) advisable to further the purpose of the grant or to protect Grantor's financial interest therein and (2) consistent with both the statutory purposes of the grant and the limitations of the statutory authority under which it is made.

Termination of This Agreement

This Agreement may be terminated for cause in the event of default on the part of the Grantee as provided in paragraph I above or for convenience of the Grantor and Grantee prior to the date of completion of the grant purpose. Termination for convenience will occur when both the Grantee and Grantor agree that the continuation of the project will not produce beneficial results commensurate with the further expenditure of funds.

In witness whereof Grantee on the date first above written has caused these presence to be executed by its duly authorized

Town Administrator

and attested and its corporate seal affixed by its duly authorized

Attest:

By: _____

(Title) _____

By: _____

Steve Fournier

(Title) **Town Administrator**

UNITED STATES OF AMERICA

RURAL UTILITIES SERVICE

By: _____

(Title)

REQUEST FOR OBLIGATION OF FUNDS

INSTRUCTIONS-TYPE IN CAPITALIZED ELITE TYPE IN SPACES MARKED () Complete Items 1 through 29 and applicable Items 30 through 34. See FMI.							
1. CASE NUMBER ST CO BORROWER ID 34-008-*****0643		LOAN NUMBER		FISCAL YEAR 13			
2. BORROWER NAME Newmarket, Town of			3. NUMBER NAME FIELDS (1, 2, or 3 from Item 2)				
			4. STATE NAME New Hampshire				
			5. COUNTY NAME Rockingham				
GENERAL BORROWER/LOAN INFORMATION							
6. RACE/ETHNIC CLASSIFICATION 1 - WHITE 2 - BLACK 3 - A/IAN 4 - HISPANIC 5 - API		7. TYPE OF APPLICANT 1 - INDIVIDUAL 2 - PARTNERSHIP 3 - CORPORATION 4 - PUBLIC BODY 5 - ASSOC. OF FARMERS 6 - ORG. OF FARMERS 7 - NONPROFIT-SECULAR 8 - NONPROFIT-FAITH BASED 9 - INDIAN TRIBE 10 - PUBLIC COLLEGE/UNIVERSITY 11 - OTHER		8. COLLATERAL CODE 1 - REAL ESTATE SECURED 2 - REAL ESTATE AND CHATTEL 3 - NOTE ONLY OR CHATTEL ONLY 4 - MACHINERY ONLY 5 - LIVESTOCK ONLY 6 - CROPS ONLY 7 - SECURED BY BONDS 8 - RLF ACCT		9. EMPLOYEE RELATIONSHIP CODE 1 - EMPLOYEE 2 - MEMBER OF FAMILY 3 - CLOSE RELATIVE 4 - ASSOC.	
10. SEX CODE 6 1 - MALE 2 - FEMALE 3 - FAMILY UNIT 4 - ORGAN MALE OWNED 5 - ORGAN FEMALE OWNED 6 - PUBLIC BODY		11. MARITAL STATUS 1 - MARRIED 2 - SEPARATED 3 - UNMARRIED (INCLUDES WIDOWED/DIVORCED)		12. VETERAN CODE 1 - YES 2 - NO		13. CREDIT REPORT 2 1 - YES 2 - NO	
14. DIRECT PAYMENT 3 (See FMI)		15. TYPE OF PAYMENT 3 1 - MONTHLY 2 - ANNUALLY 3 - SEMI-ANNUALLY 4 - QUARTERLY		16. FEE INSPECTION 2 1 - YES 2 - NO			
17. COMMUNITY SIZE 1 - 10 000 OR LESS (FOR SFH AND HPG ONLY) 2 - OVER 10,000			18. USE OF FUNDS CODE (See FMI)				
COMPLETE FOR OBLIGATION OF FUNDS							
19. TYPE OF ASSISTANCE 062 (See FMI)		20. PURPOSE CODE 3		21. SOURCE OF FUNDS		22. TYPE OF ACTION 1 1 - OBLIGATION ONLY 2 - OBLIGATION/CHECK REQUEST 3 - CORRECTION OF OBLIGATION	
23. TYPE OF SUBMISSION 1 1 - INITIAL 2 - SUBSEQUENT		24. AMOUNT OF LOAN \$1,340,000.00		25. AMOUNT OF GRANT			
26. AMOUNT OF IMMEDIATE ADVANCE		27. DATE OF APPROVAL MO DAY YR		28. INTEREST RATE 2.7500 %		29. REPAYMENT TERMS 30	
COMPLETE FOR COMMUNITY PROGRAM AND CERTAIN MULTIPLE-FAMILY HOUSING LOANS							
30. PROFIT TYPE 1 - FULL PROFIT 2 - LIMITED PROFIT 3 - NONPROFIT							
COMPLETE FOR EM LOANS ONLY			COMPLETE FOR CREDIT SALE-ASSUMPTION				
31. DISASTER DESIGNATION NUMBER (See FMI)			32. TYPE OF SALE 1 - CREDIT SALE ONLY 2 - ASSUMPTION ONLY 3 - CREDIT SALE WITH SUBSEQUENT LOAN 4 - ASSUMPTION WITH SUBSEQUENT LOAN				
FINANCE OFFICE USE ONLY			COMPLETE FOR FP LOANS ONLY				
33. OBLIGATION DATE MO DA YR			34. BEGINNING FARMER/RANCHER (See FMI)				

If the decision contained above in this form results in denial, reduction or cancellation of USDA assistance, you may appeal this decision and have a hearing or you may request a review in lieu of a hearing. Please use the form we have included for this purpose.

Position 2

ORIGINAL - Borrower's Case Folder COPY 1 - Finance Office COPY 2 - Applicant/Lender COPY 3 - State Office

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0570-0062. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

CERTIFICATION APPROVAL

For All Farmers Programs

EM, OL, FO, and SW Loans

This loan is approved subject to the availability of funds. If this loan does not close for any reason within 90 days from the date of approval on this document, the approval official will request updated eligibility information. The undersigned loan applicant agrees that the approval official will have 14 working days to review any updated information prior to submitting this document for obligation of funds. If there have been significant changes that may affect eligibility, a decision as to eligibility and feasibility will be made within 30 days from the time the applicant provides the necessary information.

If this is a loan approval for which a lien and/or title search is necessary, the undersigned applicant agrees that the 15-working-day loan closing requirement may be exceeded for the purposes of the applicant's legal representative completing title work and completing loan closing.

35. COMMENTS AND REQUIREMENTS OF CERTIFYING OFFICIAL

Per Letter of Conditions dated July 25, 2013.

36. I HEREBY CERTIFY that I am unable to obtain sufficient credit elsewhere to finance my actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near my community for loans for similar purposes and periods of time. I agree to use the sum specified herein, subject to and in accordance with regulations applicable to the type of assistance indicated above, and request payment of such sum. I agree to report to USDA any material adverse changes, financial or otherwise, that occur prior to loan closing. I certify that no part of the sum specified herein has been received. I have reviewed the loan approval requirements and comments associated with this loan request and agree to comply with these provisions.

(For FP loans at eligible terms only) If this loan is approved, I elect the interest rate to be charged on my loan to be the lower of the interest rate in effect at the time of loan approval or loan closing. If I check "NO", the interest rate charged on my loan will be the rate specified in Item 28 of this form. YES NO

WARNING: Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than five years, or both."

Date _____, 20 _____ Steve Fournier, Town Administrator (Signature of Applicant)

Date _____, 20 _____ (Signature of Co-Applicant)

37. I HEREBY CERTIFY that all of the committee and administrative determinations and certifications required by regulations prerequisite to providing assistance of the type indicated above have been made and that evidence thereof is in the docket, and that all requirements of pertinent regulations have been complied with. I hereby approve the above-described assistance in the amount set forth above, and by this document, subject to the availability of funds, the Government agrees to advance such amount to the applicant for the purpose of and subject to the availability prescribed by regulations applicable to this type of assistance.

(Signature of Approving Official)

Typed or Printed Name: RHONDA L. SHIPPEE

Date Approved: _____ Title: Community Programs Director

38. TO THE APPLICANT: As of this date _____, this is notice that your application for financial assistance from the USDA has been approved, as indicated above, subject to the availability of funds and other conditions required by the USDA. If you have any questions contact the appropriate USDA Servicing Office.

REQUEST FOR OBLIGATION OF FUNDS

INSTRUCTIONS-TYPE IN CAPITALIZED ELITE TYPE IN SPACES MARKED () Complete Items 1 through 29 and applicable Items 30 through 34. See FMI.			
1. CASE NUMBER ST CO BORROWER ID 34-008-*****0643		LOAN NUMBER	FISCAL YEAR 13
2. BORROWER NAME Newmarket, Town of		3. NUMBER NAME FIELDS (1, 2, or 3 from Item 2)	
		4. STATE NAME New Hampshire	
		5. COUNTY NAME Rockingham	
GENERAL BORROWER/LOAN INFORMATION			
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14. DIRECT PAYMENT 3 (See FMI)	15. TYPE OF PAYMENT 3 1 - MONTHLY 2 - ANNUALLY 3 - SEMI-ANNUALLY 4 - QUARTERLY	16. FEE INSPECTION 2 1 - YES 2 - NO	
17. COMMUNITY SIZE 1 - 10,000 OR LESS (FOR SFH AND HPG ONLY) 2 - OVER 10,000	18. USE OF FUNDS CODE (See FMI)		
COMPLETE FOR OBLIGATION OF FUNDS			
19. TYPE OF ASSISTANCE 062 (See FMI)	20. PURPOSE CODE 3	21. SOURCE OF FUNDS	22. TYPE OF ACTION 1 1 - OBLIGATION ONLY 2 - OBLIGATION/CHECK REQUEST 3 - CORRECTION OF OBLIGATION
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COMPLETE FOR COMMUNITY PROGRAM AND CERTAIN MULTIPLE-FAMILY HOUSING LOANS			
30. PROFIT TYPE 1 - FULL PROFIT 2 - LIMITED PROFIT 3 - NONPROFIT			
COMPLETE FOR EM LOANS ONLY		COMPLETE FOR CREDIT SALE-ASSUMPTION	
31. DISASTER DESIGNATION NUMBER (See FMI)		32. TYPE OF SALE 1 - CREDIT SALE ONLY 2 - ASSUMPTION ONLY 3 - CREDIT SALE WITH SUBSEQUENT LOAN 4 - ASSUMPTION WITH SUBSEQUENT LOAN	
FINANCE OFFICE USE ONLY		COMPLETE FOR FP LOANS ONLY	
33. OBLIGATION DATE MO DA YR		34. BEGINNING FARMER/RANCHER (See FMI)	

If the decision contained above in this form results in denial, reduction or cancellation of USDA assistance, you may appeal this decision and have a hearing or you may request a review in lieu of a hearing. Please use the form we have included for this purpose.

Position 2

ORIGINAL - Borrower's Case Folder COPY 1 - Finance Office COPY 2 - Applicant/Lender COPY 3 - State Office

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0570-0062. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

CERTIFICATION APPROVAL

For All Farmers Programs

EM, OL, FO, and SW Loans

This loan is approved subject to the availability of funds. If this loan does not close for any reason within 90 days from the date of approval on this document, the approval official will request updated eligibility information. The undersigned loan applicant agrees that the approval official will have 14 working days to review any updated information prior to submitting this document for obligation of funds. If there have been significant changes that may affect eligibility, a decision as to eligibility and feasibility will be made within 30 days from the time the applicant provides the necessary information.

If this is a loan approval for which a lien and/or title search is necessary, the undersigned applicant agrees that the 15-working-day loan closing requirement may be exceeded for the purposes of the applicant's legal representative completing title work and completing loan closing.

35. COMMENTS AND REQUIREMENTS OF CERTIFYING OFFICIAL

Per Letter of Conditions dated July 25, 2013.

36. I HEREBY CERTIFY that I am unable to obtain sufficient credit elsewhere to finance my actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near my community for loans for similar purposes and periods of time. I agree to use the sum specified herein, subject to and in accordance with regulations applicable to the type of assistance indicated above, and request payment of such sum. I agree to report to USDA any material adverse changes, financial or otherwise, that occur prior to loan closing. I certify that no part of the sum specified herein has been received. I have reviewed the loan approval requirements and comments associated with this loan request and agree to comply with these provisions.

(For FP loans at eligible terms only) If this loan is approved, I elect the interest rate to be charged on my loan to be the lower of the interest rate in effect at the time of loan approval or loan closing. If I check "NO", the interest rate charged on my loan will be the rate specified in Item 28 of this form. YES NO

WARNING: Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than five years, or both."

Date _____, 20____ Steve Fournier, Town Administrator (Signature of Applicant)

Date _____, 20____ (Signature of Co-Applicant)

37. I HEREBY CERTIFY that all of the committee and administrative determinations and certifications required by regulations prerequisite to providing assistance of the type indicated above have been made and that evidence thereof is in the docket, and that all requirements of pertinent regulations have been complied with. I hereby approve the above-described assistance in the amount set forth above, and by this document, subject to the availability of funds, the Government agrees to advance such amount to the applicant for the purpose of and subject to the availability prescribed by regulations applicable to this type of assistance.

(Signature of Approving Official)

Typed or Printed Name: RHONDA L. SHIPPEE

Date Approved: _____ Title: Community Programs Director

38. TO THE APPLICANT: As of this date _____, this is notice that your application for financial assistance from the USDA has been approved, as indicated above, subject to the availability of funds and other conditions required by the USDA. If you have any questions contact the appropriate USDA Servicing Office.



Rural Development

July 1, 2013

Area Office

73 Main Street,
P O Box 1020
Conway, NH
03818

Mr. Steve Fournier
Town of Newmarket
186 Main Street
Newmarket, NH 03857

Voice 603.447.3318
Fax 603.447.3304

Subject: \$14,068,860 Wastewater Application

Dear Mr. Fournier:

This is a follow up on the letter we sent you on May 9th, regarding funding for this project. Unfortunately we were not successful in getting the loan and grant combination that we had requested. Not all the criteria were met to receive that level of grant funding.

We recently went over a number of possible scenarios with you and based on that conversation decided to submit an alternative funding package that included a \$12,252,000 RD loan and a \$1,816,860 RD grant. This request has been approved by our National Office and the funds are now available to move forward.

We are ready to execute the necessary paperwork to obligate these funds. This must be accomplished no later than August 7th as the funding will revert to a national pool if not committed at that time.

As requested, Rhonda Shippee, Community Programs Director is available to meet with you on July 9th at the RD Concord office to further discuss the proposal.

Sincerely,

ANNE GETCHELL
Community Programs Specialist

Cc: Rhonda Shippee, Community Programs Director
Dave Mercier, Underwood Engineering

USDA is an equal opportunity provider and employer.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

TOWN OF NEWMARKET	
SUMMARY OF CURRENT FUNDING SCENARIO	
(\$14,068,860 Project, Present Annual Sewer Use Charge \$360)	
USDA RD Loan \$10,340,000; USDA RD Grant \$1,966,360; NHDES SRF Principal Forgiveness \$1,762,500	
Level Principal Loan Repayment	
Initial Year Payment	\$629,017
Total Interest	\$4,407,421
Total Payments	\$14,747,431
Level Payment Loan Repayment	
Initial Year Payment	\$510,635
Total Interest	\$4,979,047
Total Payments	\$15,319,047
Initial Year Sewer Use Charge	\$700 \$660
Note: The sewer use charge is based on actual average usage of 111 gallons per day, or 5,400 cubic feet per year.	
The present annual sewer use charge on this basis is \$360.	

ESTIMATE

Newmarket RD Loan \$10.34M
 Level Principal Debt Repayment

ESTIMATED PAYMENT SCHEDULE

Borrower Name: Town of Newmarket
Type of Loan: RUS Bond
Loan Code:
Est. Closing Date: 1/1/2017
Loan Amount: \$10,340,000.00
Factor:
Loan Term: 30
Interest Rate: 2.7500%
Annual Payment: varied - principal payment of \$344,667.00 plus interest
Est. Interest Only Payment: {If applicable}

This schedule represents estimated Principal and Interest payments only.

Annual Payment Dates	Payment Amount	Principal Portion	Interest Portion	Principal Balance
				\$ 10,340,000.00
1/1/2018	\$ 629,017.00	\$ 344,667.00	\$ 284,350.00	\$ 9,995,333.00
	\$ 619,538.66	\$ 344,667.00	\$ 274,871.66	\$ 9,650,666.00
	\$ 610,060.32	\$ 344,667.00	\$ 265,393.32	\$ 9,305,999.00
	\$ 600,581.97	\$ 344,667.00	\$ 255,914.97	\$ 8,961,332.00
	\$ 591,103.63	\$ 344,667.00	\$ 246,436.63	\$ 8,616,665.00
1/1/2023	\$ 581,625.29	\$ 344,667.00	\$ 236,958.29	\$ 8,271,998.00
	\$ 572,146.95	\$ 344,667.00	\$ 227,479.95	\$ 7,927,331.00
	\$ 562,668.60	\$ 344,667.00	\$ 218,001.60	\$ 7,582,664.00
	\$ 553,190.26	\$ 344,667.00	\$ 208,523.26	\$ 7,237,997.00
	\$ 543,711.92	\$ 344,667.00	\$ 199,044.92	\$ 6,893,330.00
1/1/2028	\$ 534,233.58	\$ 344,667.00	\$ 189,566.58	\$ 6,548,663.00
	\$ 524,755.23	\$ 344,667.00	\$ 180,088.23	\$ 6,203,996.00
	\$ 515,276.89	\$ 344,667.00	\$ 170,609.89	\$ 5,859,329.00
	\$ 505,798.55	\$ 344,667.00	\$ 161,131.55	\$ 5,514,662.00
	\$ 496,320.21	\$ 344,667.00	\$ 151,653.21	\$ 5,169,995.00
1/1/2033	\$ 486,841.86	\$ 344,667.00	\$ 142,174.86	\$ 4,825,328.00
	\$ 477,363.52	\$ 344,667.00	\$ 132,696.52	\$ 4,480,661.00
	\$ 467,885.18	\$ 344,667.00	\$ 123,218.18	\$ 4,135,994.00
	\$ 458,406.84	\$ 344,667.00	\$ 113,739.84	\$ 3,791,327.00
	\$ 448,928.49	\$ 344,667.00	\$ 104,261.49	\$ 3,446,660.00
1/1/2038	\$ 439,450.15	\$ 344,667.00	\$ 94,783.15	\$ 3,101,993.00
	\$ 429,971.81	\$ 344,667.00	\$ 85,304.81	\$ 2,757,326.00
	\$ 420,493.47	\$ 344,667.00	\$ 75,826.47	\$ 2,412,659.00
	\$ 411,015.12	\$ 344,667.00	\$ 66,348.12	\$ 2,067,992.00
	\$ 401,536.78	\$ 344,667.00	\$ 56,869.78	\$ 1,723,325.00
1/1/2043	\$ 392,058.44	\$ 344,667.00	\$ 47,391.44	\$ 1,378,658.00
	\$ 382,580.10	\$ 344,667.00	\$ 37,913.10	\$ 1,033,991.00
	\$ 373,101.75	\$ 344,667.00	\$ 28,434.75	\$ 689,324.00
	\$ 363,623.41	\$ 344,667.00	\$ 18,956.41	\$ 344,657.00
1/1/1947	\$ 354,145.07	\$ 344,667.00	\$ 9,478.07	\$ (10.00)
Totals	\$ 14,747,431.01	\$ 10,340,010.00	\$ 4,407,421.01	

Newmarket RD Loan \$10.34M
Level Payment Debt Repayment

Enter Values	
Loan Amount	\$ 10,340,000
Annual Interest Rate	2.75 %
Loan Period in Years	30
Number of Payments Per Year	1
Start Date of Loan	1/1/2017
Optional Extra Payments	

Loan Summary	
Scheduled Payment	\$ 510,635
Scheduled Number of Payments	30
Actual Number of Payments	30
Total Cumulative Payments	\$ 15,319,047.08
Total Interest	\$ 4,979,047
Average Annual Debt Service	\$ 510,635

Lender Name: _____

Pmt No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance
1	1/1/2018	\$ 10,340,000.00	\$ 510,634.90	\$ -	\$ 510,634.90	\$ 226,284.90	\$ 284,350.00	\$ 10,113,715.10
2	1/1/2019	10,113,715.10	510,634.90	-	510,634.90	232,507.74	278,127.17	9,881,207.36
3	1/1/2020	9,881,207.36	510,634.90	-	510,634.90	238,901.70	271,733.20	9,642,305.66
4	1/1/2021	9,642,305.66	510,634.90	-	510,634.90	245,471.50	265,163.41	9,396,834.16
5	1/1/2022	9,396,834.16	510,634.90	-	510,634.90	252,221.96	258,412.94	9,144,612.20
6	1/1/2023	9,144,612.20	510,634.90	-	510,634.90	259,158.07	251,476.84	8,885,454.13
7	1/1/2024	8,885,454.13	510,634.90	-	510,634.90	266,284.91	244,349.99	8,619,169.22
8	1/1/2025	8,619,169.22	510,634.90	-	510,634.90	273,607.75	237,027.15	8,345,561.47
9	1/1/2026	8,345,561.47	510,634.90	-	510,634.90	281,131.96	229,502.94	8,064,429.51
10	1/1/2027	8,064,429.51	510,634.90	-	510,634.90	288,863.09	221,771.81	7,775,566.41
11	1/1/2028	7,775,566.41	510,634.90	-	510,634.90	296,806.83	213,828.08	7,478,759.59
12	1/1/2029	7,478,759.59	510,634.90	-	510,634.90	304,969.01	205,665.89	7,173,790.57
13	1/1/2030	7,173,790.57	510,634.90	-	510,634.90	313,355.66	197,279.24	6,860,434.91
14	1/1/2031	6,860,434.91	510,634.90	-	510,634.90	321,972.94	188,661.96	6,538,461.97
15	1/1/2032	6,538,461.97	510,634.90	-	510,634.90	330,827.20	179,807.70	6,207,634.77
16	1/1/2033	6,207,634.77	510,634.90	-	510,634.90	339,924.95	170,709.96	5,867,709.82
17	1/1/2034	5,867,709.82	510,634.90	-	510,634.90	349,272.88	161,362.02	5,518,436.94
18	1/1/2035	5,518,436.94	510,634.90	-	510,634.90	358,877.89	151,757.02	5,159,559.05
19	1/1/2036	5,159,559.05	510,634.90	-	510,634.90	368,747.03	141,887.87	4,790,812.02
20	1/1/2037	4,790,812.02	510,634.90	-	510,634.90	378,887.57	131,747.33	4,411,924.45
21	1/1/2038	4,411,924.45	510,634.90	-	510,634.90	389,306.98	121,327.92	4,022,617.47
22	1/1/2039	4,022,617.47	510,634.90	-	510,634.90	400,012.92	110,621.98	3,622,604.55
23	1/1/2040	3,622,604.55	510,634.90	-	510,634.90	411,013.28	99,621.63	3,211,591.27
24	1/1/2041	3,211,591.27	510,634.90	-	510,634.90	422,316.14	88,318.76	2,789,275.13
25	1/1/2042	2,789,275.13	510,634.90	-	510,634.90	433,929.84	76,705.07	2,355,345.29
26	1/1/2043	2,355,345.29	510,634.90	-	510,634.90	445,862.91	64,772.00	1,909,482.38
27	1/1/2044	1,909,482.38	510,634.90	-	510,634.90	458,124.14	52,510.77	1,451,358.25
28	1/1/2045	1,451,358.25	510,634.90	-	510,634.90	470,722.55	39,912.35	980,635.70
29	1/1/2046	980,635.70	510,634.90	-	510,634.90	483,667.42	26,967.48	496,968.28
30	1/1/2047	496,968.28	510,634.90	-	496,968.28	483,301.65	13,666.63	0.00

LOAN RESOLUTION
(Public Bodies)

A RESOLUTION OF THE Town Council

OF THE Newmarket, Town of

AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS

Sewer

FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE.

WHEREAS, it is necessary for the Newmarket, Town of

(Public Body)

(herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of

pursuant to the provisions of NH Statutes Annotated; and

WHEREAS, the Association intends to obtain assistance from the United States Department of Agriculture, (herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) in the planning, financing, and supervision of such undertaking and the purchasing of bonds lawfully issued, in the event that no other acceptable purchaser for such bonds is found by the Association:

NOW THEREFORE, in consideration of the premises the Association hereby resolves:

1. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds containing such items and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.
2. To refinance the unpaid balance, in whole or in part, of its bonds upon the request of the Government if at any time it shall appear to the Government that the Association is able to refinance its bonds by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by section 333(c) of said Consolidated Farm and Rural Development Act (7 U.S.C. 1983(c)).
3. To provide for, execute, and comply with Form RD 400-4, "Assurance Agreement," and Form RD 400-1, "Equal Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of \$10,000.
4. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Association. Such indemnification shall be payable from the same source of funds pledged to pay the bonds or any other legal ly permissible source.
5. That upon default in the payments of any principal and accrued interest on the bonds or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the bonds or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the facility and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the facility, repair, maintain, and operate or rent it. Default under the provisions of this resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Association, and default under any such instrument may be construed by the Government to constitute default hereunder.
6. Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so, without the prior written consent of the Government.
7. Not to defease the bonds, or to borrow money, enter into any contractor agreement, or otherwise incur any liabilities for any purpose in connection with the facility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the bonds.
8. To place the proceeds of the bonds on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.
9. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.
10. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue accumulated over and above that needed to pay operating and maintenance, debt service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses which are not directly incurred for the facility financed by USDA. No free service or use of the facility will be permitted.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0572-0121. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

11. To acquire and maintain such insurance and fidelity bond coverage as may be required by the Government.
12. To establish and maintain such books and records relating to the operation of the facility and its financial affairs and to provide for required audit thereof as required by the Government, to provide the Government a copy of each such audit without its request, and to forward to the Government such additional information and reports as it may from time to time require.
13. To provide the Government at all reasonable times access to all books and records relating to the facility and access to the property of the system so that the Government may ascertain that the Association is complying with the provisions hereof and of the instruments incident to the making or insuring of the loan.
14. That if the Government requires that a reserve account be established, disbursements from that account(s) may be used when necessary for payments due on the bond if sufficient funds are not otherwise available and prior approval of the Government is obtained. Also, with the prior written approval of the Government, funds may be withdrawn and used for such things as emergency maintenance, extensions to facilities and replacement of short lived assets.
15. To provide adequate service to all persons within the service area who can feasibly and legally be served and to obtain USDA's concurrence prior to refusing new or adequate services to such persons. Upon failure to provide services which are feasible and legal, such person shall have a direct right of action against the Association or public body.
16. To comply with the measures identified in the Government's environmental impact analysis for this facility for the purpose of avoiding or reducing the adverse environmental impacts of the facility's construction or operation.
17. To accept a grant in an amount not to exceed \$ 1,966,360

under the terms offered by the Government; that the Town Administrator

and Finance Director of the Association are hereby authorized and empowered to take all action necessary or appropriate in the execution of all written instruments as may be required in regard to or as evidence of such grant; and to operate the facility under the terms offered in said grant agreement(s).

The provisions hereof and the provisions of all instruments incident to the making or the insuring of the loan, unless otherwise specifically provided by the terms of such instrument, shall be binding upon the Association as long as the bonds are held or insured by the Government or assignee. The provisions of sections 6 through 17 hereof may be provided for in more specific detail in the bond resolution or ordinance; to the extent that the provisions contained in such bond resolution or ordinance should be found to be inconsistent with the provisions hereof, these provisions shall be construed as controlling between the Association and the Government or assignee.

The vote was: Yeas _____ Nays _____ Absent _____

IN WITNESS WHEREOF, the Town Council _____ of the

Newmarket, Town of _____ has duly adopted this resolution and caused it

to be executed by the officers below in duplicate on this _____, _____ day of _____

Newmarket, Town of _____

(SEAL)

By Steve Fournier _____

Attest:

Title Town Administrator _____

Title _____

CERTIFICATION TO BE EXECUTED AT LOAN CLOSING

I, the undersigned, as _____ of the Newmarket, Town of
 hereby certify that the Town Council _____ of such Association is composed of
7 members, of whom, 4 constituting a quorum, were present at a meeting thereof duly called and
 held on the 24 day of July; and that the foregoing resolution was adopted at such meeting
 by the vote shown above, I further certify that as of _____,
 the date of closing of the loan from the United States Department of Agriculture, said resolution remains in effect and has not been
 rescinded or amended in any way.

Dated, this _____ day of _____

Title _____



**Town of Newmarket, New Hampshire
Town Council Workshop
July 24, 2013 7:00 p.m.
Town Council Chambers**

6. Discussions/Presentations

- b. Resolution #2013/2-14-10 Authorizing the Participation in the State of New Hampshire Revolving Fund (SRF) Loan of Up to \$14,100,000 for Costs Associated with the Waste Water Treatment Facility Upgrade (*TA Requests to Suspend the Rules*)

TOWN OF NEWMARKET, NEW HAMPSHIRE
By the Newmarket Town Council
Resolution #2013/2014-10

**Authorizing the participation in the State of New Hampshire Revolving Fund (SRF)
Loan of up to \$14,100,000 for Costs Associated with the Waste Water Treatment
Facility Upgrade**

WHEREAS the Town of Newmarket has been approved by the State of New Hampshire Department of Environmental Services (NHDES) to participate in the State Revolving Loan Fund (SRF) for the Waste Water Treatment Facility Project, and

WHEREAS the NHDES has indicated that by participating in the SRF the State will award the Town \$1,762,500 in principal forgiveness, requiring the Town to only repay \$12,337,500.

NOW THEREFORE LET IT BE RESOLVED by the Newmarket Town Council and the Town Treasurer with the approval of the Town Administrator are hereby authorized to borrow up to \$14,100,000 through the participation in the State of New Hampshire State Revolving Fund Loan Program.

First Reading: *July 24, 2013*
Second Reading: *July 24, 2013*
Approval: *July 24, 2013*

Approved: Gary Levy, Chairman Newmarket Town Council

A True Copy Attest: _____
Donna Dugal, Newmarket Town Clerk

1 STATE OF NEW HAMPSHIRE

2 WATER POLLUTION CONTROL REVOLVING FUND PROGRAM

3 TOWN OF NEWMARKET, NEW HAMPSHIRE

4 (Project No. CS-330162-07)

5 ORIGINAL LOAN AGREEMENT

6 I. This AGREEMENT is made this _____ day of _____, 2013, between the State of
7 New Hampshire Water Pollution Control Revolving Loan Fund Program (State) and the **Town**
8 **of Newmarket, New Hampshire** (Loan Recipient) in accordance with RSA 486:14 and New
9 Hampshire Code of Administrative Rules Env-Wq 500 (Rules) for the purpose of financing, to
10 the extent of the aggregate amount of funds transferred (Disbursements) to the Loan Recipient
11 made hereunder, the **Wastewater Facilities Upgrade Project** (Project) now being undertaken
12 by the Loan Recipient. The Project is described in Exhibit A. The Loan Recipient shall abide by
13 all of the requirements of RSA 486:14 and the Rules.

14
15 II. The State agrees to loan to the Loan Recipient, and the Loan Recipient agrees to repay to the
16 State, in accordance with the terms of this Agreement, the principal sum of **Fourteen Million,**
17 **One Hundred Thousand and 00/100 Dollars (\$14,100,000.00)** (Principal Sum) or such lesser
18 amount as shall equal the aggregate of Disbursements made hereunder by the State to the Loan
19 Recipient. In addition to the principal sum, the Loan Recipient agrees to pay the applicable
20 interest accrued as described in Paragraphs III, V, and VII. A portion of the Principal Sum, not
21 to exceed **One Million, Seven Hundred Sixty Two Thousand, Five Hundred Dollars**
22 **(\$1,762,500.00)** or up to **12.5%** of the aggregate of Disbursements, whichever is less, shall be
23 provided through the State in the form of principal forgiveness as described in Paragraph VI.
24 Federal financial assistance provided through the State Water Pollution Control Revolving Fund

1 Program (CFDA #66.458) will comprise a portion of the Principal Sum. Any Disbursement or
2 other payment from the State to the Loan Recipient is contingent upon the availability of funds.

3
4 III. Disbursements shall be made on a periodic basis, as requested by the Loan Recipient, but not
5 more frequently than monthly, subject to the approval of the amount of each Disbursement by
6 the State. The State shall approve the amount requested if it determines that the costs covered by
7 the request are eligible under Env-Wq 505.02 through Env-Wq 505.05, as applicable. Interest on
8 any Disbursement shall accrue from the date of the Disbursement at the rate of 1% per annum
9 computed on the basis of 30-day months and 360-day years until the date of Substantial
10 Completion of the Project. At the option of the Loan Recipient, such interest may be paid (1)
11 semi-annually, prior to the commencement of Loan repayment, (2) prior to the commencement
12 of Loan repayment, (3) at the time of the first Loan repayment, or (4) added to the principal
13 outstanding Loan balance, so long as the Loan Recipient's authority to borrow is not exceeded.

14
15 IV. Upon Substantial Completion of the Project, the aggregate of the Disbursements shall be
16 consolidated by a Promissory Note (Note) of the Loan Recipient issued under and in accordance
17 with the applicable provisions of the Municipal Finance Act, RSA 33, as amended and
18 supplemented, including the provisions of RSA 486:14. The Note shall be substantially in the
19 form of Exhibit B.

20
21 V. The interest rate applicable to the Note will be determined in accordance with RSA 486:14
22 and Env-Wq 500 et seq. Such interest rate will be the lesser of **2.7200%** and the adjusted market
23 rate as determined by the 11-GO Bond Buyer Index in effect on the date of the Note.

1 VI. Pursuant to the Federal Fiscal Year 2011 Capitalization Grant conditions, the Loan
2 Recipient is eligible for up to **12.5%** forgiveness of the principal sum described in Paragraph II.
3 Principal forgiveness will be applied at the time of the initial loan repayment; provided, however,
4 that such principal forgiveness is contingent upon the Loan Recipient complying with all
5 requirements of this agreement. In accordance with the Rules, this original loan agreement may,
6 at the discretion of the State, be terminated if the Loan Recipient does not comply with all
7 conditions of this Agreement.

8

9 VII. The Loan Recipient hereby authorizes the State to compute the payments of principal and
10 interest on the Note. The principal shall be paid in full within **20 years** from the date of the
11 Note. Note payments shall commence on the first day of the month following the first
12 anniversary of the Substantial Completion date of the Project or the first anniversary of the
13 Scheduled Completion date of the project, whichever is earlier. The Scheduled Completion date
14 is hereby determined to be **May 1, 2017**; however, should the project experience an excusable
15 delay beyond this date, an extension may be granted by the Commissioner upon request in
16 writing by the Loan Recipient. In no event shall Note payments commence later than ten years
17 from the effective date of this agreement.

18

19 VIII. The Loan Recipient reserves the right to prepay, at any time and without penalty, all or any
20 part of the outstanding principal of the Note.

21

22 IX. In the event of a default in the full and timely remittance of any Note payment, any State
23 Aid Grant funds payable to the Loan Recipient under RSA 486:1 may be offset against and
24 applied to the payment of any obligations that are due hereunder. The Loan Recipient agrees to

1 be liable for all costs of collection, legal expenses, and attorney fees incurred or paid by the State
2 in enforcing this agreement or in collecting any delinquent payments due hereunder.

3
4 X. No delay or omission on the part of the State in exercising any right hereunder shall operate
5 as a waiver of such right or of any other right under this agreement. A waiver on any one
6 occasion shall not be construed as bar to any right and/or remedy on any future occasion.

7
8 XI. The Loan Recipient agrees to comply, and to require all of its contractors to comply, with all
9 applicable state and federal requirements contained in the Rules and applicable federal law.
10 Exhibit C contains specific requirements for prevailing wages applicable to this agreement
11 (Davis-Bacon Requirements).

12
13 XII. The effective date of this agreement shall be the date of its approval by the Governor and
14 Executive Council. This agreement may be amended, waived, or discharged only by a written
15 instrument signed by the parties hereto and only after approval of such amendment, waiver, or
16 discharge by the Governor and Executive Council.

17
18 XIII. This agreement shall be construed in accordance with the laws of the State of New
19 Hampshire and is binding upon and inures to the benefit of the parties and their respective
20 successors. The parties hereto do not intend to benefit any third parties and, consequently, the
21 agreement shall not be construed to confer any such benefit.

22
23 XIV. The Loan Recipient acknowledges that by accepting the Loan it will be a sub-recipient of
24 federal financial assistance and, as such, subject to requirements of the federal Single Audit Act
25 of 1984, as amended by the Single Audit Act Amendments of 1996 (the "SAA"). The Loan

1 Recipient further acknowledges that, if the Loan Recipient expends more than \$500,000 in
2 federal financial assistance from all sources in any fiscal year, it must perform an SAA audit in
3 accordance with the requirements of Office of Management and Budget Circular A-133. In that
4 event, the Loan Recipient shall provide the State with a copy of the SAA audit report within nine
5 months of the end of the audit period.

6

7 XV. This agreement, which may be executed in a number of counterparts, each of which shall
8 be deemed an original, constitutes the entire agreement and understanding between the parties
9 and supersedes all prior agreements and understandings relating thereto. Nothing herein shall be
10 construed as a waiver of sovereign immunity, such immunity being hereby specifically reserved.

11

12

13 STATE OF NEW HAMPSHIRE

TOWN OF NEWMARKET, NEW HAMPSHIRE

14

15 By: _____
16 Thomas S. Burack Date
17 Commissioner,
18 Department of Environmental Services

By: _____
Town Administrator Date

17

18

Finance Director Date

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1 **EXHIBIT A**

2 **STATE OF NEW HAMPSHIRE**

3 **WATER POLLUTION CONTROL REVOLVING LOAN FUND PROGRAM**

4 **PROJECT DESCRIPTION**

5 The Town of Newmarket, New Hampshire has applied for a Loan to be used for the Wastewater
6 Facilities Upgrade Project. The project will include an upgrade to the wastewater facilities to
7 enable the facility to adequately treat current and projected flows, to ensure that NPDES permit
8 compliance is achieved and maintained. The project also includes the upgrade of the Creighton
9 Street Pump Station. This upgrade project will result in improved water quality in the Lamprey
10 River and Great Bay.

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1 EXHIBIT B

2 STATE OF NEW HAMPSHIRE

3 WATER POLLUTION CONTROL REVOLVING LOAN FUND PROGRAM

4 PROMISSORY NOTE AND REPAYMENT SCHEDULE

5 The Town of Newmarket, New Hampshire (“Loan Recipient”) promises to pay to the
6 Treasurer of the State of New Hampshire the sum of **Fourteen Million, One Hundred**
7 **Thousand and 00/100 Dollars (\$14,100,000.00)** in installments on the anniversary date of this
8 Promissory Note (Note) in each year as set forth below, commencing on the first principal
9 payment date and annually thereafter on each principal payment date, including interest at the
10 rate of _____% per annum, computed on the basis of 30-day months and 360-day years, in
11 the respective years set forth below. A total of \$_____ of principal will be forgiven
12 at the time of the initial loan repayment, as shown below.

13
14 REPAYMENT SCHEDULE

15	<u>Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Principal Forgiveness</u>	<u>Payment Due</u>
16	1				
17	2				
18	3				
19	4				
20	5				
21	6				
22	7				
23	8				
24	9				
25	10				

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11 This Note is issued under and by virtue of the New Hampshire Municipal Finance Act, an
12 agreement duly entered into by the Loan Recipient and the Water Pollution Control Revolving
13 Loan Fund Program (Agreement), a vote of the Loan Recipient at its Annual Town Meeting on
14 March 12, 2013, and a duly-adopted resolution of the Governing Body of the Loan Recipient and
15 is issued for the purpose of financing the cost of the Project as described in said Resolution and
16 Agreement.

17

18 The Loan Recipient reserves the right to prepay, at any time and without penalty, all or
19 any part of the outstanding principal or interest on this Note.

20

21 The terms and provisions of the Agreement are hereby incorporated in and made a part of
22 this Note to the same extent as if said terms and provisions were set forth in full herein.

23

24 It is hereby certified and recited that all acts, conditions, and things required to be done
25 precedent to and in the issuing of this Note have been done, have happened, and have been

1 performed in regular and due form and, for the payment hereof when due, the full faith and credit
2 of the Loan Recipient are hereby irrevocably pledged.

3

4 IN WITNESS whereof the Loan Recipient has caused this Note to be signed by its
5 _____, and the seal of the Loan Recipient to be affixed hereto, as of the
6 ____ day of _____, 20__.

7

8 **TOWN OF NEWMARKET, NEW HAMPSHIRE** by:

9 Name/Title _____

10 Authorized Representative _____

11 (Seal)

EXHIBIT C
STATE OF NEW HAMPSHIRE
WATER POLLUTION CONTROL REVOLVING LOAN FUND PROGRAM

DUNS NUMBER

The Loan Recipient must obtain a Data Universal Numbering System (DUNS) number. A DUNS number may be obtained by visiting <http://fedgov.dnb.com/webform/> and providing the following information:

- a. Legal Name
- b. Tradestyle, Doing Business As (DBA), or other name by which your organization is commonly recognized
- c. Physical Address, City, State and Zip Code
- d. Mailing Address (if separate)
- e. Telephone Number
- f. Contact Name
- g. SIC Code (Line of Business)
- h. Number of Employees at your location
- i. Headquarters name and address (if there is a reporting relationship to a parent corporate entity)
- j. Is this a home-based business?

PREVAILING WAGE REQUIREMENT

In accordance with P.L. 111-88, the standard Davis-Bacon contract clause as specified by 29 CFR §5.5(a) and set forth below shall be included in the bid package:

1(a) Minimum wages.

1(a)(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered

wages paid to such laborers or mechanics, subject to the provisions of paragraph 1(a)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1(a)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

1(a)(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

1(a)(ii)(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

1(a)(ii)(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative,

will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

1(a)(ii)(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1(a)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

1(a)(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

1(a)(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

1(b) Withholding. The Loan Recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other State contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Loan Recipient may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

1(c) Payrolls and basic records.

1(c)(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the

amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

1(c)(ii)(A). The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Loan Recipient. The Loan Recipient shall forward copies of the payrolls to the State. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Loan Recipient who shall forward the employee information to the State. If so requested, the Loan Recipient shall forward the payrolls and employee information to the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

1(c)(2)(ii)(B). Each payroll submitted to the State by the Loan Recipient shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions

have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

1(c)(2)(ii)(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 1(c)(2)(ii)(B) of this section.

1(c)(2)(ii)(D) Each disbursement request submitted by the Loan Recipient to the State shall be accompanied by a "Statement of Compliance" signed by the Loan Recipient or his agent certifying the following:

(1) That the contractor has submitted to the Loan Recipient or his agent all documents described in paragraph 1(c)(2)(ii)(B) of this section for the payroll periods subject to the disbursement request and that the documents are complete and comply with all contract provisions, to the best of the Loan Recipient's knowledge.

1(c)(2)(ii)(E) The falsification of any of the above certifications may subject the loan recipient, contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code or New Hampshire Revised Statutes Annotated Chapter 641.

1(c)(2)(iii) The loan recipient, contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of 29 CFR 5.5 available for inspection, copying, or transcription by authorized representatives of the State of New Hampshire or the federal Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the government agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

1(d) Apprentices and trainees--

1(d)(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in

the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

1(d)(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In

addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

1(d)(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

1(e) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

1(f) Subcontracts. The contractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

1(g) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

1(h) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

1(i) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the federal Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

1(j) Certification of eligibility.

1(j)(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

1(j)(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

1(j)(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001 and New Hampshire RSA Chapter 641.

1(k) Contract Work Hours and Safety Standards Act. For any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1(k)(i) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

1(k)(ii) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1(k)(i) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States and the State of New Hampshire, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1(k)(i) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1(k)(i) of this section.

1(k)(iii) Withholding for unpaid wages and liquidated damages. The loan recipient shall upon its own action or upon written request of an authorized representative of the federal Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 1(k)(ii) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph 1(k)(i) through 1(k)(iv) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1(k)(i) through 1(k)(iv) of this section.

1(l) In any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR § 5.1, the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a

period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the State of New Hampshire and the federal Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

2. Debarment. The Loan Recipient shall not knowingly award a construction contract to a contractor which has been debarred or suspended by the federal government. The Loan Recipient or its agent shall compare the names of contractors who have bid on the project against the searchable list in the federal "Excluded Parties List System" (EPLS) database, which can be found at <https://www.epls.gov/>.

Before visiting the database, your web browser must be configured to allow secure connections using TLS 1.0. Instructions are provided below:

Internet Explorer

To enable TLS in Internet Explorer, perform the following steps:

1. Click the **Tools** drop down menu and select **Internet Options** to open the **Internet Options** dialog window.
2. Click the **Advanced** tab at the top of the **Internet Options** dialog window.
3. Scroll down to the end of the list of items and locate the item labeled "Use TLS 1.0".
4. Check the box next to "Use TLS 1.0".
5. Click the **OK** button at the bottom of the dialog window to confirm the change.
6. You should now be able to access the EPLS web site at [https://www.epls.gov.](https://www.epls.gov/)

Firefox

To enable TLS in Firefox, perform the following steps:

1. Click the **Tools** drop down menu and select **Options...** to open the **Options** dialog window.
2. Click the **Advanced** icon at the top of the **Options** dialog window.
3. Click the **Encryption** tab in the area of the window below the icons.
4. Check the box next to "Use TLS 1.0".
5. Click the **OK** button at the bottom of the dialog window to confirm the change.
6. You should now be able to access the EPLS web site at [https://www.epls.gov.](https://www.epls.gov/)

If problems are incurred, contact EPLS help desk:

Phone: 1-866-GSA-EPLS
1-866-472-3757

Email: support@epls.gov
eplscomments@epls.gov



**Town of Newmarket, New Hampshire
Town Council Workshop
July 24, 2013 7:00 p.m.
Town Council Chambers**

6. Discussions/Presentations

- c. Ordinance 2012/2013-02 Amendments to Sections 1.04 Zoning Map, Section 1.09 Special Use Permits, Section 2.02 M-2 District, Section 5.08 Downtown Commercial Overlay District, and Section 7.02 Mixed Use Development of the Town of Newmarket Zoning Ordinance, Adopted 02/14/96, as Amended Through August 4, 2010
(TA Requests to Suspend the Rules)

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

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

The Town of Newmarket ordains that:

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

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

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

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

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

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

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

SECTION 1.04 ZONING MAPS.

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

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

SECTION 1.09 SPECIAL USE PERMITS.

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

SECTION 2.02 M-2 DISTRICT.

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

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

Make the following changes to the Table of Permitted Uses.

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

Changes to the Dimensions Table (See Attachment 3)

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

SECTION 5.08 DOWNTOWN COMMERCIAL OVERLAY DISTRICT.

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

SECTION 7.02 MIXED USE DEVELOPMENT.

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

This Ordinance shall become effective upon its passage.

Introduction Date: February 6, 2013
Public Hearing: February 20, 2013
Action by Council: March 6, 2013 (Was Tabled)
Final Action by Council: July 24, 2013

Approved: _____
Gary Levy, Chairman Newmarket Town Council

A True Copy Attest: _____
Donna Dugal, Town Clerk



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7. New Business

- a. Closing Comments by Town Councilors

8. Adjournment