



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

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**WEDNESDAY, FEBRUARY 1, 2017, 7:00PM  
NEWMARKET TOWN HALL COUNCIL CHAMBERS**

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**6:00PM Non-Public Meeting pursuant to RSA 91-A:3.II(a) Personnel**

1. **Pledge of Allegiance**
2. **Public Forum** (*Public Forum is an opportunity for the public to address the Town Council. All comments should be addressed to the Chair of the Council. No person will be allowed to speak longer than five (5) minutes.*)
3. **Public Hearing – None**
4. **Town Council to Consider Acceptance of Minutes**
  - a. January 18, 2017 Non-public Meeting Minutes
  - b. January 18, 2017 Regular Meeting Minutes
5. **Report of the Town Administrator**
  - a. Moderator Chris Hawkins – Discussion regarding Town Election
6. **Committee Reports**
7. **Old Business**
  - a. **Resolutions/Ordinances in the 2<sup>nd</sup> Reading**
    - i. **Resolution 2016/2017-19** – *Approval of Memorandum of Understanding Between the Town and School for Facilities Director Services.*
    - ii. **Resolution 2016/2017-20** – *Approval of Director of Facilities Job Description.*
    - iii. **Resolution 2016/2017-21** – *Resolution Regarding 12-Month Extension of Current Cable Television Franchise with Comcast.*
  - b. **Resolutions/Ordinances in the 3<sup>rd</sup> Reading – None**
  - c. \* Items Laid on the Table –
    - i. **Resolution #2015/2016-52** – *Resolution Authorizing the Designation of a portion of Rt. 152 as an Economic Recovery Zone (This Resolution is tabled from the June 15, 2016 Council Meeting pending Planning Board action).*
8. **New Business/Correspondence**

a. Town Council to Consider Nominations, Appointments and Elections - None

**b. Resolutions/Ordinances in the 1<sup>st</sup> Reading**

- i. **Resolution #2016/2017-22** – Resolution Relating to Town Hall Bollards
- ii. **Resolution #2016/2017-23** – Resolution Relating to a Withdrawal from the Compensated Absences Expendable Trust Fund
- iii. **Resolution #2016/2017-24** – Resolution Relating to the Purchase of Certain Easements for Access to and Use of Land Owned by the Newmarket Community Church
- iv. **Resolution #2016/2017-25** – Resolution Relating to the refurbishment of the Water/Sewer Vacuum Truck
- v. **Resolution #2016/2017-26** – Resolution Relating to Transferring Funds from the Downtown TIF Capital Reserve Fund

c. Correspondence to the Town Council

d. Closing Comments by Town Councilors

e. Next Council Meeting – February 15, 2017

**9. Adjournment**

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**TOWN OF NEWMARKET  
TOWN COUNCIL REGULAR MEETING  
January 18, 2017 at 7:00pm  
TOWN COUNCIL CHAMBERS**

**DRAFT**

COUNCILORS PRESENT: Gary Levy, Chair; Phil Nazarro, Vice Chair; Dale Pike, Amy Thompson, Toni Weinstein, Amy Burns and Kyle Bowden.

ALSO PRESENT: Town Administrator Steve Fournier, Newmarket Housing Authority Executive Director Ernie Clark, CDBG Consultant Donna Lane and Recording Secretary Wendy Chase.

**PLEDGE OF ALLEGIANCE**

Chair Levy convened the Meeting at 7:03pm and led the Pledge of Allegiance.

**PUBLIC FORUM**

Chair Levy opened the Public Forum at 7:04pm, and closed the Public Forum at 7:04:05 without public comment.

**PUBLIC HEARING**

**Resolution 2016/2017-18 – Authorizing the Town Administrator to submit an application for a Community Development Block Grant for Housing Upgrades at Great Hill Terrace and to Sign the Town Housing and Community Development Plan and Residential and Anti-displacement and Relocation Plan.**

Chair Levy opened the Public Hearing at 7:07pm.

Ms. Lane made available, packets of information for the Council and the public.

Ms. Lane read the following statement into the record:

“Community Development Block Grant funds are available to municipalities through the NH Community Development Finance Authority. Up to \$500,000 annually is available on a competitive basis for public facility and housing projects, up to \$500,000 for economic development projects and up to \$350,000 for emergency activities. All projects must directly benefit low and moderate income persons. Up to \$12,000 per study is available for Planning Grants.



This is a proposed application to the Community Development Finance Authority for up to \$500,000 in Community Development Block Grant funds. The town will retain up to \$25,000 for administrative expenses and the remainder will be used for upgrades to 50 residential units at Great Hill Terrace, Newmarket's low income public housing project (NH13-01), operated by the Newmarket Housing Authority, 34 Gordon Avenue, Newmarket, New Hampshire.

This project conforms with Newmarket's Housing and Community Development Plan's Goal of: Encourage a varied stock of safe, sanitary, decent and affordable housing for persons of all age and income groups. (Short-term and Long-term goal)."

Ms. Lane asked for public comment.

There was no one from the public in attendance; therefore no public comment.

Mr. Clark read the list of proposed improvements to the Great Hill Terrace Apartments that will be covered by the CDBG Grant:

- Sewer lines from building to street
- Domestic water supply upgrades (40 years old)
- Remove underground propane tanks and replace with above ground tanks.
- Renovate the bathrooms (last done in the 1970s)
- Bring all CO and Smoke Detectors up to code
- Make office building handicapped accessible

Mr. Clark explained that they currently have two buried propane tanks they can't use because they are under water due to faulty installation approximately 8 years ago. He said at the time of installation the town required all propane tanks to be buried.

Councilor Bowden asked if all the improvements would be covered by the grant money.

Ms. Lane explained they can request \$500,000 from CDBG. The Housing Authority will contribute \$300,000; no money will come from town taxpayer funds; it comes from federal taxes. She further explained that a portion of the grant money may be used to pay an Administrator to oversee the project and to cover lawyer fees so that it doesn't cost the town anything.

Chair Levy closed the Public Hearing at 7:20 p.m. without public comment.

Chair Levy opened the Public Hearing for the Housing and Community Development Plan at 7:21 p.m.

Ms. Lane explained that there has to be an adopted Housing and Community Development Plan in order to receive CDBG money, and that it has to be updated every 3 years.

Ms. Lane read the Housing and Community Development Plan into the record:

"The Town of Newmarket commits to the following goals to meet its Housing and Community Development needs:

**Goal:** Encourage a varied stock of safe, sanitary, decent and affordable housing for persons of all age and income groups. (Short-term and Long-term goal).

**Goal:** Encourage economic development activities to increase quality industrial and commercial



development. Encourage the expansion and retention of employment opportunities for residents. (Short-term and Long-term goal).

**Goal:** Encourage municipal and private water and wastewater systems that are safe, sanitary and that meet DES regulations. (Short-term and Long-term goal).

**Goal:** Preserve and promote the town's historically and culturally significant structures. (Short-term and Long-term goal).

**Goal:** Encourage improved social services which provide assistance to low and moderate income persons. (Short-term and Long-term goal).

**Goal:** Promote activities that protect the health and safety of residents and visitors. (Short-term and Long-term goal).

As a matter of policy, Newmarket will minimize the involuntary displacement of households from their neighborhoods.

These goals are consistent with Newmarket's Master Plan and Ordinances.

Any federal CDBG grant funds awarded to address any of these goals shall be expended consistent with national objectives and shall, at a minimum, provide improved housing in accordance with Section 8 standards, be used for public facility projects, employment opportunities, or feasibility studies. All CDBG funded projects, shall primarily benefit low and moderate income persons or households, and shall not benefit moderate income persons to the exclusion of low income persons."

Chair Levy closed the Public Hearing at 7:24 p.m. without public comment.

Chair Levy opened the Public Hearing at 7:24:05 for the Displacement and Relocation Certification Assistance Plan.

Ms. Lane explained that this plan needs to be adopted in order to receive CDGB money, but the Housing Authorities renovation project will not involve relocating anyone. The construction will be worked around the tenants.

Councilor Nazarro asked if it was the responsibility of the Housing Authority to relocate the tenants if needed.

Ms. Lane said that legally it is the town's responsibility to relocate the tenants and they would have to be relocated to housing comparable to their current living conditions. Ms. Lane said there are no additional requirements under federal obligations. She said it's important to hire an Administrator to ensure nothing will go wrong with the process.

Mr. Clark explained that once they sign the agreement to accept the grant money they will be signing an agreement to extend low income housing for 20 years.

Ms. Lane commented that all of the work related to the renovations will go out to bid and they will be bonded.

Chair Levy closed the Public Hearing at 7:38 p.m. without public comment.

Motion by Councilor Thompson to authorize the Town Administrator to submit an Application for a Community Development Block Grant for housing upgrades at Great Hill Terrace and to sign the Town Housing and Community Development Plan and Residential and Anti-displacement and Relocation Plan. Seconded by Councilor Pike. Motion carries 7-0.

Town Administrator Fournier informed Mr. Clark and Ms. Lane that he would sign the application tomorrow.

## **TOWN COUNCIL TO CONSIDER ACCEPTANCE OF MINUTES**

### **Acceptance of the January 4, 2017 Meeting Minutes**

Motion by Councilor Thompson to approve the January 4, 2017 Town Council Meeting Minutes. Seconded by Councilor Pike.

Minor typographical changes were made to the January 4, 2017 Minutes.

Councilor Pike commented on "bolded" and capitalized words and phrases peppered throughout the minutes that had no reason to be. Those corrections were made.

Motion carries 6 in favor, 0 opposed and 1 abstention. Councilor Nazarro abstained because he was not present at the January 4, 2017 meeting.

## **REPORT OF THE TOWN ADMINISTRATOR**

Town Administrator Fournier asked the Council for a motion to authorize the Town Administrator to enter into a Purchase and Sales Agreement for Map R4, Lot 50-2 commonly known as a portion of the Tucker property for \$435,000, and to withdraw said funds from the Water Capital Reserve Fund.

Town Administrator Fournier explained that the town is purchasing a 12.74 acre parcel from Sharon Tucker for a potential new town well. It distributes 275 gallons of water per minute and will assist with the town's water supply.

Motion by Councilor Nazarro to authorize the Town Administrator to enter into a Purchase and Sales Agreement for Map R4, Lot 50-2 commonly known as a portion of the Tucker property for \$435,000, and to withdraw said funds from the Water Capital Reserve Fund. Seconded by Councilor Burns.

Motion carries 7-0.

Town Administrator Fournier said that the town received an invoice from NH DOT in the amount of \$34,564.00 for the cancellation of the Route 108 bike path project. He replied by letter indicating that the town will not be paying the invoice under the authorization from town meeting not to use tax payers money to fund this project. A copy of the letter was forwarded to the town's attorney and Town Administrator Fournier will keep the Council apprised of what transpires.

## **Town Meeting – Deliberative Session**

Town Administrator Fournier informed the Council that the Deliberative Session is scheduled to take place on Saturday, February 4, 2017 at 9:00 a.m. at the Newmarket Junior/Senior High School. Election Day will be March 14, 2017 from 7:00 a.m. to 7:00 p.m. at the High School as well. Councilors, or Acting Councilors are needed to attend except for those Councilors running for re-election whose names will appear on the



ballot. The Moderator has the ability to appoint Acting Councilors for the Election. The filing period for Candidacy begins January 25<sup>th</sup> and ends February 3<sup>rd</sup>.

Town Administrator Fournier presented the Town Warrant for Council's signature.

### **Meeting with the Planning Board**

Councilor Pike informed the Council that the Chair of the Planning Board will not be able to meet on February 1<sup>st</sup>. He opined that it would be important to have the Planning Board Chair at the meeting.

After a brief discussion it was decided to hold a joint meeting with the Planning Board on March 1, 2017 at the regularly scheduled Council Meeting.

### **Director of Facilities**

Town Administrator Fournier explained that the Director of Facilities job description was reviewed by the joint committee a few months back. He and Superintendent Nadeau revised it to reflect a higher level position, looking at similar positions in the City of Manchester and UNH. He further explained that the memorandum of understanding is similar to the previous agreement between the Town and School for finance director services. He informed the Council that they did further tweaking to the memorandum of understanding and will supply copies of the updated version to the Councilors tomorrow. The position would be budgeted at \$65,000 for salary.

Chair Levy commented that for the amount of qualifications required for the position the salary seems a bit "lean".

### **FY17 Budget**

Town Administrator Fournier reported that half of FY17 is completed. At this point in time, 55% of the total operating budget and 54% of the General Fund Budget has been expended. He said that we are right on target to where we were last year at this point in time. There is nothing out of the ordinary for expenses, except the Library. The Librarian informed the Town Administrator that they have expenses that will be offset by withdrawals from capital reserve funds.

Town Administrator Fournier also reported that revenues continue to remain strong. The town is approximately \$500,000 higher in revenues than last year at this point in time. Motor vehicle registrations have increased approximately \$40,000 and building permits increased \$21,000, and the revenues are up slightly due to the sale of the Eagles building for \$85,000.

Councilor Thompson thanked the Department Heads for their monthly reports and asked if Matt Angell is still writing the finance report. Town Administrator Fournier said that Matt Angell is the Interim Finance Director until March 1, 2017.

Councilor Thompson informed the Town Administrator that the January 12, 2017 Budget Committee Meeting is not displayed on *townhall streams*. He said he would look into that.

Councilor Weinstein referred to the Police Department's report and said she appreciates the information on the number of police calls, and would like to have last year's numbers to compare and see how we are doing as a town. She referred to the Recreation Department report and said the numbers look fantastic. She mentioned that the Sunrise Sunset Center is putting together a cookbook for the community and are



currently collecting recipes. People can submit their recipes to Kim Tilton at the Sunrise Sunset Center. There are also opportunities to sponsor the cookbook.

Councilor Thompson referred to the Planning Department report regarding the pedestrian crossing in front of the Big Bean restaurant. There is a pot hole that people have been complaining about. Town Administrator Fournier said that the contractor is going back out to fix the pot hole. They are waiting for the weather to warm up a bit.

Councilor Pike asked how the hiring process was going for the Recreation Director position. Town Administrator Fournier said that they have an Interim Director in place and he is looking over the resumes. He said he should have something within a month. He said that he will be interviewing for the Channel 13 Station Manager position next week.

Chair Levy referred to the Cable TV Franchise agreement and wondered if they could negotiate the ability to receive channel 13 *on demand*, so that cable customers can watch a specific board meeting whenever they want on T.V.

#### COMMITTEE REPORTS

Councilor Burns reported that the Planning Board held a workshop meeting last week to discuss signage restrictions and regulations. The Board has a regular meeting scheduled for next week.

Councilor Weinstein said that the Budget Committee met to review the School's Warrant Articles. They also held a Public Hearing on the School Budget and on the Bond. The Budget Committee voted unanimously to recommend the School Budget as proposed.

Councilor Bowden said the CIP Committee met last week and discussed the High School and Elementary School proposal.

Chair Levy asked the Town Administrator to talk to the Finance Director and come up with a realistic bond rate and report back to the Council.

#### OLD BUSINESS

**Ordinances in the 2<sup>nd</sup> Reading – Public Hearing above Resolution 2016/2017-18.**

**Ordinances in the 3<sup>rd</sup> Reading – None**

**Items Laid on the Table - Resolution #2015/2016-52 – Resolution Authorizing the Designation of a portion of Rt. 152 as an Economic Recovery Zone (This Resolution is tabled from the June 15, 2016 Council Meeting pending Planning Board action).**

#### NEW BUSINESS/CORRESPONDENCE

**Town Council to Consider Nominations, Appointments and Elections – None**

**Resolutions/Ordinances in the 1<sup>st</sup> Reading**

**Resolution 2016/2017-19 – Approval of Memorandum of Understanding Between the Town and School for Facilities Director Services.**

Chair Levy read Resolution #2016/2017-19 into the record.

**Resolution 2016/2017-20** – Approval of Director of Facilities Job Description.

Chair Levy read Resolution #2016/2017-20 into the record.

**Resolution 2016/2017-21** – Resolution Regarding 12-Month Extension of Current Cable Television Franchise with Comcast.

Chair Levy read Resolution #2016/2017-21 into the record.

#### **CLOSING COMMENTS/CORRESPONDENCE**

Town Administrator Fournier commented that the two biggest things that cannot be negotiated in the Cable Television Franchise Agreement are the channel lineup and the prices.

**NEXT MEETING:** The next regular meeting of the Town Council is scheduled for February 1, 2017.

#### **ADJOURNMENT**

Motion made by Councilor Thompson to adjourn the meeting at 8:13 p.m. Seconded by Councilor Weinstein. Motion carries 7-0.

Respectfully submitted,

Wendy V. Chase  
Recording Secretary



TOWN OF NEWMARKET, NEW HAMPSHIRE  
OFFICE of the TOWN ADMINISTRATOR

## **REPORT OF THE TOWN ADMINISTRATOR** **February 1, 2017**

**Town Meeting – Deliberative Session:** Just a reminder that we will be holding Deliberative Session on Saturday February 4 at 9AM at the Newmarket Junior/Senior High School.

Election Day will be March 14 from 7AM to 7PM at the High School as well. We will need Councilors or Acting Councilors to be present that day.

**Town Council Goals:** I have received the final report from Primex on the Town Council goals and I am attaching the findings to this report.

Primex has outlined the following as the Town Council's goals for the coming year.

*Goal #1 - Unified Town-wide CIP*

- Build process by June 2017
- Unified request delivered to Town Council by October 2017
- Town Administrator responsible for task

*Goal #2 - Increased parking in downtown by exploring public and/or private solutions*

- A parking study will need to be conducted
- Town Administrator to identify additional parking options by December 2017

*Goal #3 - Continue relations with School Board and SAU staff to find further efficiencies and solidify current agreement with shared finance and facilities*

*Goal #4 - Meet with Planning Board to work together to align goals for 2017 based off summaries of consultants and Strafford Regional Planning Commission reports*

- Meeting to take place First or Second quarter of 2017

**Child Advocacy Center Accolades for Chief True and Lt. Beaudet:** The Child Advocacy Center of Rockingham County has chosen Chief True and Lt. Beaudet as two of their Champions for Children. This is awarded to people across the county that they feel work tirelessly to prevent child abuse and enhance



the lives of children in the community.

I would like to extend my heartfelt congratulations to the two of them for their efforts.

**2017 Calendar:** The following is the proposed meeting calendar for the coming year:

Wednesday, March 01, 2017	Wednesday, September 20, 2017
Monday, March 20, 2017	Wednesday, October 04, 2017
Wednesday, March 15, 2017	Wednesday, October 18, 2017
Wednesday, April 05, 2017	<u>Saturday, October 28, 2017, Budget Workshop</u>
Wednesday, April 19, 2017	Wednesday, November 01, 2017
Wednesday, May 03, 2017	<u>Saturday, November 04, 2017, Budget Workshop</u>
Wednesday, May 17, 2017	Wednesday, November 15, 2017
Wednesday, June 07, 2017	Wednesday, December 06, 2017
Wednesday, June 21, 2017	Wednesday, December 20, 2017
<i>Wednesday, July 05, 2017</i>	Wednesday, January 03, 2018
Wednesday, July 19, 2017	Wednesday, January 17, 2018
<i>Wednesday, August 02, 2017</i>	Wednesday, February 07, 2018
Wednesday, August 16, 2017	Tuesday, February 20, 2018
Wednesday, September 06, 2017	

I would suggest cancelling the July 5 and August 2 meetings, as they fall in the traditional period for vacations. In addition, I am scheduling two budget workshops for Saturday October 28 and November 4. We do not usually need both dates, but I would block them just in case.

**Channel 13 Producer:** I am happy to announce the appointment of Timothy Cremmin as the new Channel 13 Station Manager. Mr. Cremmen has extensive experience in community television, working for Metrocast in Rochester NH as their program director for many years and is currently the Town of Berwick's community television coordinator part-time.

Mr. Cremmen will begin here shortly part-time.

## ONGOING PROJECTS

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**\*\*\*This section will not be reported on orally to the Town Council at the meeting, but will use this as a chance to update on any developments in ongoing projects. \*\*\***

**MRI Efficiency Study:** Department heads are working on their responses to the findings in the report.

**New Email Server:** The IT Director and I have been working to address email and server issues that we have been having. We investigated various options, and decided to move all of our email, calendar etc. servers to the cloud. We examined two products Office 365 (Microsoft) and G Suite (Google). We have decided to use G Suite at this time. Many municipalities have done this and the Department of Justice has stated it meets their security requirements. To show the extent of the security, the cities of Boston, Los Angeles and Pittsburgh have switched all of their departments to the service. The School District

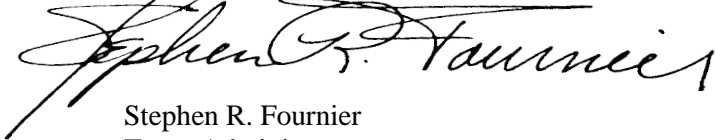
currently uses it as well. This should be online within the week. We will ultimately see productivity improvements with the IT Director having to perform less server maintenance.

**Channel 13 Producer:** We are in the process of interviewing a new producer for Channel 13. I hope to have someone on board shortly.

**Water and Sewer Capacity:** We have signed these documents and will begin work shortly.

**Additional Wells:** We have signed the purchase and sales agreement for the Tucker Well. We are going to be in front of the planning board requesting a subdivision

Respectfully Submitted,

A handwritten signature in black ink, reading "Stephen R. Fournier". The signature is fluid and cursive, with a long horizontal line extending from the end of the name.

Stephen R. Fournier  
Town Administrator





















CHARTERED JANUARY 1, 1991

FOUNDED DECEMBER 15, 1727



**TOWN OF NEWMARKET, NEW HAMPSHIRE**  
**By the Newmarket Town Council**

**Resolution 2016/17 – 19**

**Approval of Memorandum of Understanding Between the Town and School for Facilities**  
**Director Services**

- WHEREAS: the Town Council and School Board has set a goal to find efficiencies and savings by sharing services, and
- WHEREAS: the joint Town – School Shared Services Subcommittee has recommended that the School contract Facility Director Services from the Town, and
- WHEREAS: the Town Administrator and Superintendent of School have negotiated a memorandum of understanding to achieve this.

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

The Newmarket Town Council approves the memorandum of understanding outlining the facility director services that will be provided to the School Administrative Unit 31.

First Reading: January 18, 2017

Second Reading: February 1, 2017

Approval:

Approved: \_\_\_\_\_

Gary Levy, Chairman Newmarket Town Council

A True Copy Attest: \_\_\_\_\_

Terri Littlefield, Town Clerk





TOWN HALL  
186 MAIN STREET  
NEWMARKET, NH 03857

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


FOUNDED DECEMBER 15, 1727  
CHARTERED JANUARY 1, 1991

## TOWN OF NEWMARKET, NEW HAMPSHIRE

# STAFF REPORT

**DATE:** January 25, 2017

**TITLE:** Resolution #20162017-19 – Memorandum of Understanding between the Town and School for Facilities Director Services

**PREPARED BY:** Steve Fournier, Town Administrator 

**TOWN ADMINISTRATOR'S COMMENTS – RECOMMENDATION:**

I recommend approving this memorandum of understanding.

**BACKGROUND:** The Newmarket Town Council has had a goal for a number of years to find efficiencies and to explore sharing services with other governmental entities, including other municipalities and the Newmarket School District. The Town Council met with the Newmarket School Board in the spring of 2016 to discuss ways to share services. These two entities agreed to appoint a subcommittee made up of two Town Councilors, two School Board Members, the Superintendent of Schools, and the Town Administrator.

One item they discussed sharing would be a Facilities Director. The School has no individual in charge of their facilities while the Town has a buildings and grounds department under the Department of Public Works.

**DISCUSSION:** The Joint Committee came up with a job description and this attached memorandum of understanding. The following items were agreed to:

- The position would be an employee of the Town, with direct supervision by the Town Administrator in consultation with the Superintendent.
- The School Custodial staff and the Town Building and Grounds Department shall remain independent departments supervised by a single Director of Facilities
- Perform the duties of both the School Business Administrator and the Town Finance Director
- In the event, the Administrators are unable to come to agreement, the matter in dispute or would be discussed by the Town Council Chair and School Board Chair. Any further disagreements shall be resolved by the entire Town Council and School Board in a joint meeting.
- This agreement shall take effect on April 1, 2017 or when a Director Facilities is hired.
- This agreement may be terminated for convenience by either Party by giving written notice to the other no later than six (6) months prior to the intended termination date. This agreement may be terminated sooner if agreeable by both parties.
- The Town and School shall share all costs associated with this position based on each entity's percentage share of the total gross Town and School budgets from the previous fiscal year.

**FISCAL IMPACT:** The position is currently be budgeted at \$65,000 for salary. Much like the agreement with the School for the Finance Director, the position would be funded by each entity based on their gross budgets, as such the Town would pay 36% of this salary or \$23,400.

**RECOMMENDATION:** I recommend the adoption of this resolution and memorandum of understanding.

***ATTACH ALL PERTINENT DOCUMENTS TO SUPPORT THE REQUEST.***

**MEMORANDUM OF UNDERSTANDING BETWEEN**  
**THE TOWN OF NEWMARKET, NH**  
**AND**  
**NEWMARKET SCHOOL DISTRICT – SAU 31**  
**FOR SHARED SUPERVISION OF BUILDING AND GROUNDS SERVICES**

This Memorandum of Understanding sets forth the purpose, nature and operational aspects of the relationship between the Town of Newmarket (“the Town”) and the Newmarket School District (“the Schools”), as it relates to the responsibility of the supervision financial services within the Town of Newmarket. This memorandum shall be administered by and between the Town Administrator, hereby authorized by the Town Council, and the Superintendent of Schools, hereby authorized by the School Board. In particular, it shall apply to the supervision of the Town and School financial services and accounting practices. It may, however, be amended to extended to other property of common interest.

1. The Parties agree to work together cooperatively and through their respective administrators to uphold and perform according to the terms of this agreement.
2. The Facilities Director shall be an employee of the Town under the direct supervision of the Town Administrator, in consultation with Superintendent of Schools.
  - a. The Superintendent of Schools shall provide input into the annual review of the Facilities Director as part of the Town Administrator’s annual employee review process.
3. The School Finance Office and the Buildings and Grounds Department shall remain independent departments supervised by a single Facilities Director.
4. The Facilities Director shall be chosen solely on the basis of applicable education, skill and experience by the Town Administrator in consultation with the Superintendent of Schools.
  - a. As it relates to the School, the Facilities Director: Selects and recommends persons to be hired, disciplined, discharged, or promoted.
  - b. Establishes and administers schedules and procedures for the regular, ongoing custodial and maintenance care of all buildings.
  - c. Examines all buildings on a regular basis for needed repairs and maintenance, organizes, documents and implements a program of preventive maintenance for all buildings.
  - d. Inspects all buildings on a regular basis to determine that high standards of workmanship, cleanliness, safety, and security are maintained.
  - e. Establishes and recommends priorities on repair projects and writes contracts.
  - f. Establishes an on-going six-year capital plan.
  - g. Is responsible for planning of ADA compliance for all buildings.
  - h. Coordinates the ordering of requested materials, equipment and supplies as needed and for inventory needs following the purchase order procedures.
  - i. Tracks all work orders and log expenses.
  - j. Manages expense accounts with the supervision of the Town Administrator and Superintendent of Schools.
  - k. Maintains monthly account expense sheets for town and school review.
  - l. Consults with the Town Administrator and Superintendent of Schools as to the need for services and/or repairs by outside contractors.
  - m. Maintains a system for effective energy efficiency and recycling in all buildings.
  - n. Consults with town department heads and building principals regarding the establishment of regular preventive maintenance programs.
  - o. Advises on the hiring of contractors, architects and engineers and assigns work orders.
  - p. Has thorough knowledge of operation and maintenance of all of the heating and cooling



- systems.
- q. Maintains safety standards in conformance with state and insurance regulations and develops a program of preventive safety.
  - r. Complies with all state laws and regulations, submits all reports and maintains records as required by the state.
  - s. Prepares and administers the custodial and maintenance budgets, works with administrators and department heads to be sure that all facility needs are identified.
  - t. Arranges for and insures that all custodial and maintenance staff participate in all required trainings.
  - u. Monitors the time records of all maintenance and custodial staff and certifies them for salary payments.
  - v. Maintains a positive relationship with staff and citizens at all times and strives constantly to promote the safety, health and comfort of employees and community members.
  - w. Performs other tasks as may be assigned by the Town Administrator.
  - x. Responds to emergency calls pertaining to buildings.
  - y. Attends meetings in the evenings and makes presentations, as needed.
5. In the event the Administrators are unable to come to agreement within a reasonable period of time with respect to any of their joint oversight or management responsibilities, the matter in dispute or lacking agreement shall be discussed by a joint meeting of the Town Council Chair and School Board Chair. Any further disagreements shall be resolved by the entire Town Council and School Board in a joint meeting.
  6. The Town and School shall share all costs associated with this position based on each entity's percentage share of the total gross Town and School budgets from the previous fiscal year. This formula shall be determined no later than July 31.
    - a. *Example:* For the fiscal year ending June 30, 2017, the total gross appropriation for the school district was \$17,416,795 and the town was \$9,996,942 for a total of \$27,413,737. The Town is 36% of that number and the School is 64%
  7. This agreement shall take effect on April 1, 2017 or when a Director Facilities is hired.
  8. This agreement may be terminated for convenience by either Party by giving written notice to the other no later than six (6) months prior to the intended termination date. This agreement may be terminated sooner if agreeable by both parties.

FOR THE TOWN COUNCIL

FOR THE SCHOOL BOARD

\_\_\_\_\_  
Gary Levy, Town Council Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Nate Lunney, School Board Chair

\_\_\_\_\_  
Date

TOWN ADMINISTRATOR

SUPERINTENDENT OF SCHOOLS

\_\_\_\_\_  
Stephen R. Fournier,  
Town Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Meredith Nadeau,  
Superintendent of Schools

\_\_\_\_\_  
Date

CHARTERED JANUARY 1, 1991

FOUNDED DECEMBER 15, 1727



**TOWN OF NEWMARKET, NEW HAMPSHIRE**  
**By the Newmarket Town Council**

**Resolution 2016/17 - 20**  
**Approval of Director of Facilities Job Description**

- WHEREAS: the Town Council has approved the creation of a Department of Buildings and Grounds, and
- WHEREAS: the Town Administrator is recommending the creation of a Director of Facilities to head this department.
- WHEREAS: in accordance with the Newmarket Town Charter the Town Administrator has proposed a job description for the position.

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

The Newmarket Town Council approves the job description for the Director of Facilities.

First Reading: January 18, 2017

Second Reading: February 1, 2017

Approval:

Approved: \_\_\_\_\_

Gary Levy, Chairman Newmarket Town Council

A True Copy Attest: \_\_\_\_\_

Terri Littlefield, Town Clerk



TOWN HALL  
186 MAIN STREET  
NEWMARKET, NH 03857

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

FOUNDED DECEMBER 15, 1727  
CHARTERED JANUARY 1, 1991

## TOWN OF NEWMARKET, NEW HAMPSHIRE

# STAFF REPORT

**DATE:** January 12, 2017

**TITLE:** Resolution #20162017-20 – Creation of Facilities Director Position

**PREPARED BY:** Steve Fournier, Town Administrator

**TOWN ADMINISTRATOR'S COMMENTS – RECOMMENDATION:**

I recommend approving this job description.

**BACKGROUND:** The Newmarket Town Council has had a goal for a number of years to find efficiencies and to explore sharing services with other governmental entities, including other municipalities and the Newmarket School District. The Town Council met with the Newmarket School Board in the spring of 2016 to discuss ways to share services. These two entities agreed to appoint a subcommittee made up of two Town Councilors, two School Board Members, the Superintendent of Schools, and the Town Administrator.

One item they discussed sharing would be a Facilities Director. The School has no individual in charge of their facilities while the Town has a buildings and grounds department under the Department of Public Works.

**DISCUSSION:** It was recommended by the Joint Committee that the Department of Buildings and Grounds be a Department of the Town government and not the School.

On January 4 the Town Council created the Department of Buildings and Grounds. The Department Head supervising this department would be a Director of Facilities. The position would be funded in a similar fashion as the proposed Director of Finance.

The job description was reviewed by the joint committee a few months back. The Superintendent and I revised it to reflect a higher level position, looking at similar positions in the City of Manchester and the University of New Hampshire.

The Director of Facilities would have a college degree or post-secondary training in facilities maintenance field. A degree in civil, mechanical or electrical engineering would be preferred. Education requirements may be waived based on advanced experience.

**FISCAL IMPACT:** The position would be budgeted at \$65,000 for salary. Much like the agreement with the School for the Finance Director, the position would be funded by each entity based on their gross budgets, as such the Town would pay 36% of this salary or \$23,400.

**RECOMMENDATION:** I recommend the adoption of this job description.

***ATTACH ALL PERTINENT DOCUMENTS TO SUPPORT THE REQUEST.***



**Town of Newmarket, NH**  
**Job Description**

**TITLE: Director of Facilities**

**SUMMARY:** This is an administrative position managing the facilities of both the Town and Schools.

**QUALIFICATIONS:**

1. **Education/Certification:** Graduation from an accredited college or university with a college degree or post-secondary training in facilities maintenance field. A degree in civil, mechanical or electrical engineering preferred. Education requirements may be waived based on advanced experience. Hold a valid State of New Hampshire Criminal History Records Check Approval.
2. **Special Knowledge/Skills:**
  - a. Demonstrated knowledge of the basic principles of construction, maintenance, safety and security.
  - b. Demonstrated aptitude or competence in electrical, plumbing, heating and mechanical systems.
  - c. Demonstrated aptitude or competence in supervision and training of maintenance and custodial employees.
  - d. Identifies outsourcing needs, administers and supervises all contracts for consultant services to include architects, mechanical, civil, electrical and environmental engineers
  - e. Develops plans for future projects and continued improvements in facility operations
  - f. Sets goals and establishes policies and procedures to protect the Town and School's capital assets
  - g. Knowledge and experience in energy conservation and utility management.
  - h. Thorough knowledge of the proper handling of hazardous materials, including asbestos management, and maintaining of Safety and Material Safety Data Sheets.
  - i. Thorough knowledge of cleaning programs that encourage the use of green products and practices in public buildings.
  - j. Considerable knowledge of environmental regulations.
  - k. Must possess strong organizational skills.
  - l. Ability to write specifications and to write reports to other officials.

**Job Description**  
**Director of Facilities (continued)**

- m. Ability to communicate effectively.
- n. Experience in preparing and administering Facilities budget.
- o. Computer Literacy.
- p. Strong interpersonal skills in a team environment.
- q. Knowledge, understanding and demonstrated aptitude or competence in the performance responsibilities listed below
- r. Such alternatives to the above qualifications as the Town Administrator may find appropriate and acceptable.

**3. Experience:**

- a. At least three years of experience in a supervisory capacity in either business, industry, or a governmental agency.
- b. At least three years of experience in the area of planning and maintaining physical facilities.
- c. Experience as a facility manager in an educational facility desired.
- d. Demonstrated aptitude or competence for successful fulfillment of assigned performance responsibilities.

**REPORTS TO:** The Town Administrator with input from the Superintendent of Schools.

**SUPERVISES AND EVALUATES:** Buildings and Grounds Supervisor and Head Custodian.

**JOB GOAL:** To provide students, employees and the community at large, with a safe, secure, clean, attractive, comfortable and efficient environment in which to work, learn, play, and engage in personal growth and development.

**PERFORMANCE RESPONSIBILITIES:**

- 1. Selects and recommends persons to be hired, disciplined, discharged, or promoted.
- 2. Establishes and administers schedules and procedures for the regular, ongoing custodial and maintenance care of all buildings.
- 3. Examines all buildings on a regular basis for needed repairs and maintenance, organizes, documents and implements a program of preventive maintenance for all buildings.

**Job Description**  
**Director of Facilities (continued)**

4. Inspects all buildings on a regular basis to determine that high standards of workmanship, cleanliness, safety, and security are maintained.
5. Establishes and recommends priorities on repair projects and writes contracts.
6. Establishes an on-going six-year capital plan.
7. Responsible for planning of ADA compliance for all buildings.
8. Coordinates the ordering of requested materials, equipment and supplies as needed and for inventory needs following the purchase order procedures.
9. Tracks all work orders and log expenses.
10. Manage expense accounts with the supervision of the Town Administrator and Superintendent of Schools.
11. Maintain monthly account expense sheets for town and school review.
12. Consults with the Town Administrator and Superintendent of Schools as to the need for services and/or repairs by outside contractors.
13. Maintains a system for effective energy efficiency and recycling in all buildings.
14. Consults with town department heads and building principals regarding the establishment of regular preventive maintenance programs.
15. Advises on the hiring of contractors, architects and engineers and assigns work orders.
16. Has thorough knowledge of operation and maintenance of all of the heating and cooling systems.
17. Maintains safety standards in conformance with state and insurance regulations and develops a program of preventive safety.
18. Complies with all state laws and regulations, submits all reports and maintains records as required by the state.
19. Prepares and administers the custodial and maintenance budgets, works with administrators and department heads to be sure that all facility needs are identified.
20. Arranges for and insures that all custodial and maintenance staff participate in all required trainings.



**Job Description**  
**Director of Facilities (continued)**

21. Monitors the time records of all maintenance and custodial staff and certifies them for salary payments.
22. Maintains a positive relationship with staff and citizens at all times and strives constantly to promote the safety, health and comfort of employees and community members.
23. Performs other tasks as may be assigned by the Town Administrator.
24. Respond to emergency calls pertaining to buildings.
25. Attend meetings in the evenings and make presentations.

**TERMS OF EMPLOYMENT:** Compensation and work hours in accordance with recommendation established by the Town Administrator.

**WORKING CONDITIONS:**

**Mental Demands:** calculating, comparing, editing, evaluating, interpreting, organizing, consulting, analyzing, planning, designing, documenting, specifying, coordinating, implementing, and presenting

**Physical Demands:** The physical demands listed here are representative of those that are required to successfully perform the essential functions of this job: sitting, walking, climbing stairs, operating computers and other equipment, using tools, and lifting or moving up to 50 pounds.

**Environmental Conditions:** outside, inside, slippery surfaces, microwaves, chemical exposure, biological exposure, working around moving objects or vehicles, and working alone

**EVALUATION:** Performance of this job will be evaluated in accordance with provisions of the board's policy. The Town Administrator will perform the evaluation.

The Town of Newmarket expects that all employees will perform assigned duties diligently, professionally and efficiently and in compliance with all district policies and procedures as well as all federal and state laws.

**NOTE:** The above job description reflects the general requirements necessary to describe the principle functions or responsibilities of the job identified and shall not be interpreted as a detailed description of all work requirements that may be inherent in the job, either at present or in the future.





**TOWN OF NEWMARKET, NEW HAMPSHIRE  
By the Newmarket Town Council**

**Resolution # 2016/2017 - 21**

**Resolution Regarding 12-Month Extension of Current Cable Television Franchise with  
Comcast**

**WHEREAS**, Comcast of Maine/New Hampshire, Inc. (hereinafter "Comcast"), is the duly authorized holder of a Renewal Cable Television Franchise (hereinafter "Franchise") to operate a cable television system in the Town of Newmarket, New Hampshire (hereinafter the "Town") pursuant to NH RSA 53-C, as amended, said Franchise having commenced on November 4th, 2009; and

**WHEREAS**, Comcast has timely requested renewal of the Franchise, by means of a letter to the Town Administrator, dated March 20, 2014, pursuant to 47 US Code Section 546; and

**WHEREAS**, the Town has timely commenced renewal negotiations with Comcast, including propounding a set of audit questions on Comcast, the answers to which were received on or about November 10, 2016,

**WHEREAS**, the Franchise was set to expire on November 3, 2016, at midnight; and

**WHEREAS**, the Town requires more time to complete the negotiations with Comcast to renew the Franchise,

**NOW, THEREFORE, BE IT RESOLVED**, that the Newmarket Town Council, as the franchising authority for the Town, does hereby extend the Franchise for a **period of twelve (12) months**, until **midnight on November 3, 2017**, or until such time as the Franchise is renewed for a longer term, whichever occurs sooner, and authorizes the Town Administrator to sign such and extension, as duly authorized.

First Reading: January 18, 2017

Second Reading: February 1, 2017

Approval:

Approved: \_\_\_\_\_  
Gary Levy, Chairman Newmarket Town Council

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



TOWN HALL  
186 MAIN STREET  
NEWMARKET, NH 03857

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

FOUNDED DECEMBER 15, 1727  
CHARTERED JANUARY 1, 1991

## TOWN OF NEWMARKET, NEW HAMPSHIRE

# STAFF REPORT

**DATE:** January 11, 2017

**TITLE:** Resolution #2016/2017-21 - 12-Month Extension of Current Cable Television Franchise with Comcast

**PREPARED BY:** Steve Fournier, Town Administrator

**TOWN ADMINISTRATOR'S COMMENTS – RECOMMENDATION:**

I recommend adoption of this resolution and extend the current cable franchise agreement in order to finalize negotiations.

**BACKGROUND:** The Town of Newmarket is in a Franchise Agreement with Comcast to provide cable services in the community. We began renegotiating the franchise agreement two years ago. That agreement expired on November 3, 2016. We just received audit responses from Comcast, and there do not appear to be any areas of non-compliance with the current franchise agreement.

**DISCUSSION:** In order to finalize negotiations, the Town's cable attorney recommends extending the current agreement one year to November 3, 2017.

**FISCAL IMPACT:** None

**RECOMMENDATION:** We recommend the extension of the current cable franchise agreement by one year to finalize negotiations.

***ATTACH ALL PERTINENT DOCUMENTS TO SUPPORT THE REQUEST.***

STAFF REPORT



**EXTENSION OF THE CABLE TELEVISION  
FRANCHISE AGREEMENT  
BETWEEN  
THE TOWN OF NEWMARKET, NEW HAMPSHIRE, AND COMCAST**

In its statutory role as Franchising Authority, pursuant to the laws of the State of New Hampshire, the Town of Newmarket (the "Town") hereby **extends** the current Renewal Cable Television Franchise Agreement (the "Franchise Agreement"), granted to Comcast of Maine/New Hampshire, Inc. ("Comcast") said Franchise Agreement originally set to expire at midnight on November 3, 2016, **by mutual agreement, upon the same terms and conditions contained therein, from 12:01 AM on November 4, 2016 until midnight on November 3, 2017** ("Extension"), or until such time as the Franchise is renewed for a longer term, whichever occurs sooner.

This Extension shall under no circumstances be construed or deemed to be a renewal of the Franchise Agreement under either state or federal law(s) or the terms of said Franchise Agreement. The Town and Comcast reserve all of their lawful rights pursuant to all applicable state and federal law(s).

This Extension is subject to the terms and conditions contained in the regulations of the FCC; the Cable Communications Policy Act of 1984 (the "1984 Cable Act"); the Cable Television Consumer Protection and Competition Act of 1992 (the "1992 Cable Act") and all Town, State and Federal statutes and by-laws of general application.

Nothing herein shall be construed in any manner whatsoever as a waiver, release or surrender of any right that the Town and/or Comcast may have under Section 626 and Section 635 of the 1984 Cable Act with respect to this Extension. The Town expressly reserves all of its rights under applicable provisions of the 1984 Cable Act, including Section 626. Comcast expressly reserves all of its rights under applicable provisions of the 1984 Cable Act – including Section 626 and Section 635.

The Franchising Authority and Comcast agree to negotiate diligently and in good faith during the Extension period to finalize a longer term agreement.

In Witness Whereof, this \_\_\_\_ day of January, 2017, this Extension is hereby issued by the Town Council of the Town of Newmarket, New Hampshire as Franchising Authority, and all terms and conditions are hereby agreed to by Comcast.

Town of Newmarket

Comcast of Maine/New Hampshire, Inc.

By:

By:

\_\_\_\_\_  
Stephen Fournier, Town Administrator,  
Duly Authorized

\_\_\_\_\_  
Name:

Title: \_\_\_\_\_



CHARTERED JANUARY 1, 1991

FOUNDED DECEMBER 15, 1727



**TOWN OF NEWMARKET, NEW HAMPSHIRE**  
**By the Newmarket Town Council**

**Resolution 2015/2016-52**

**Authorizing the Designation of a portion of Rt. 152 as an Economic Recovery Zone**

WHEREAS: NH RSA 162N allows for the creation of Economic Recover Zones in communities to encourage the redevelopment of certain land in exchange for state tax credits for the developer, and

WHEREAS: The Town desires to redevelop what is the B3 zone along Rt. 152, including the following lots on Town Tax Map R6 (updated April 2015):

Lots 1, 2, 3, 4-1, 4-2, 4-3, 5, 6, 7, 8, 9, 10, 11-1, 11-1A, 11-2, 12, 50, 50A, 50B, 50C, 50-1, 50-2, 50-3, 50-4, 50-4, 50-5, 50-6, 50-7, 50-8, 51 and 52. .

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

The Town Council requests that the Commissioner of the Department of Resources and Economic Development declare this portion an Economic Recovery zone and authorizes the Town Administrator to execute any agreements.

First Reading:	June 1, 2016
Second Reading:	July 20, 2016
Approval:	July 20, 2016

Approved: \_\_\_\_\_  
Gary Levy, Town Council Chairman

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

CHARTERED JANUARY 1, 1991

FOUNDED DECEMBER 15, 1727



**TOWN OF NEWMARKET, NEW HAMPSHIRE**  
**By the Newmarket Town Council**

**Resolution #-2016/2017-22**  
**Relating to Town Hall Bollards**

WHEREAS, There are safety concerns related to vehicles striking the auditorium windows at Town Hall, and

WHEREAS, decorative bollards are strong enough to prevent an accidental car strike on the Auditorium windows, and

WHEREAS, the cost proposals were as follows:

Vendor	Amount
J.R. Hoe and Sons	\$4,976.75
Reliance Foundry	\$10,853.00
Neenah Foundry	\$6,750.00 w/o shipping

WHEREAS, J.R. Hoe and Sons is the low-cost bidder, and

WHEREAS, the Building Improvements capital reserve fund has a balance of \$211,159 as of December 1, 2016.

NOW THEREFORE BE IT RESOLVED, that the Newmarket Town Council does hereby approve a transfer of \$4,976.75 from the Building Improvement Capital Reserve Fund for the purpose of purchasing decorative bollards for Town Hall.

*First Reading:*        *February 1, 2017*

*Second Reading:*

*Approval:*

Approved: \_\_\_\_\_  
Gary Levy, Chairman Newmarket Town Council

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



TOWN HALL  
186 MAIN STREET  
NEWMARKET, NH 03857

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FAX: (603) 659-8508

FOUNDED DECEMBER 15, 1727  
CHARTERED JANUARY 1, 1991

## TOWN OF NEWMARKET, NEW HAMPSHIRE

# STAFF REPORT

**DATE:** January 23, 2017

**TITLE:** Town Hall Bollards – Resolution #2016/2017-22

**PREPARED BY:** Matthew Angell, Interim Finance Director

**TOWN ADMINISTRATOR’S COMMENTS – RECOMMENDATION:**

I recommend passage of this resolution. We have had vehicles back into the building and have done mainly cosmetic damage at this time.

**BACKGROUND:** The Town Administrator requested bollards be installed to stop or slow vehicles from accidentally crashing through the auditorium windows at Town Hall. Bollards must be decorative in the style of the building.

Three quotes were obtained for similar type bollards:

Vendor	Amount
J.R. Hoe and Sons	\$4,976.75
Reliance Foundry	\$10,853.00
Neenah Foundry	\$6,750.00 w/o shipping

**DISCUSSION:** J.R. Hoe and Sons are the low-cost bidder. They were also the vendor who spent the most time with us discussing mounting options. The DPW Department will install the bollards with a foundation sufficient to stop a slow moving car.

**FISCAL IMPACT:** We are requesting that the Building Improvements capital reserve fund, which has a balance of \$211,159 as of 12/1/2016.

**RECOMMENDATION:** I recommend.

**DOCUMENTS ATTACHED:** Three quotes with drawings describing the bollards.

STAFF REPORT



12/1/2016	Town of Newmarket				
	Capital Reserve Overview				
		Balance	FY 16/17	FY 16/17	Remaining
	Account #	7/1/2016	Additions	Resolutions	Balance
Public Works	01-490-900-0012	414,827	80,570	0	495,397
Fire	01-490-900-0016	253,177	50,343	0	303,521
Library	01-490-900-0017	129,972	136	0	130,108
Police Vehicles	01-490-900-0018	172,893	48,238	0	221,131
Dispatch/Police Equipment	01-490-900-0019	127,642	29,600	0	157,242
Building Improvements	01-490-900-0020	160,877	50,282	0	211,159
Municipal Trans.Fund	01-213-000-3110	174,827	53,456	0	228,283
Town Clock	01-490-900-0022	8,813	9	0	8,822
Recreation Facilities	01-490-900-0021	118,900	18,814	0	137,714
Community Recreation		84,577	88	0	84,665
Technology	01-490-900-0076	37,552	39	0	37,591
Dam Capital Reserve	01-490-900-0078	50,113	75,096	0	125,209
Cemeteries	01-490-900-0079	6,037	9	0	6,046
Veterans Memorial Trust	01-490-900-0080	23,775	2,026	0	25,801
Cable TV	01-490-900-0034	31,554	33	0	31,587
Sidewalk Development		0	0	0	0
Downtown TIF	09-500-825-0181	501,562	626	0	502,188
Revaluation	01-490-900-0011	13,285	10,020	0	23,305
Downtown Infrastructure		34	0	0	34
Health Trust		1,119	1	0	1,121
Storm Wtr Mgt	01-490-900-0085	37,548	75,129	0	112,677
300th Anniv.Celebration	01-490-900-0086	4,013	2,005	0	6,018
Compensated Absence	01-490-900-0087	39,653	41	0	39,694
Master Plan	01-490-900-0028	10,021	10,016	0	20,037
Roadway Improvement	01-490-900-0023	125,260	125,204	(185,505)	64,959
Total General Fund		2,528,032	631,785	(185,505)	2,974,312
Water Capital Reserve		823,076	365,125	39,464	1,227,664
Water Surplus		2	0	0	2
Sewer Capital Reserve		993,790	175,346	0	1,169,136
Total Capital Reserve		4,344,900	1,172,256	(146,041)	5,371,115





Date: 5/19/16  
REVISED 10/13/16

Quote No.:

051916-1212

Company: New Market, NH  
Attn: Rick

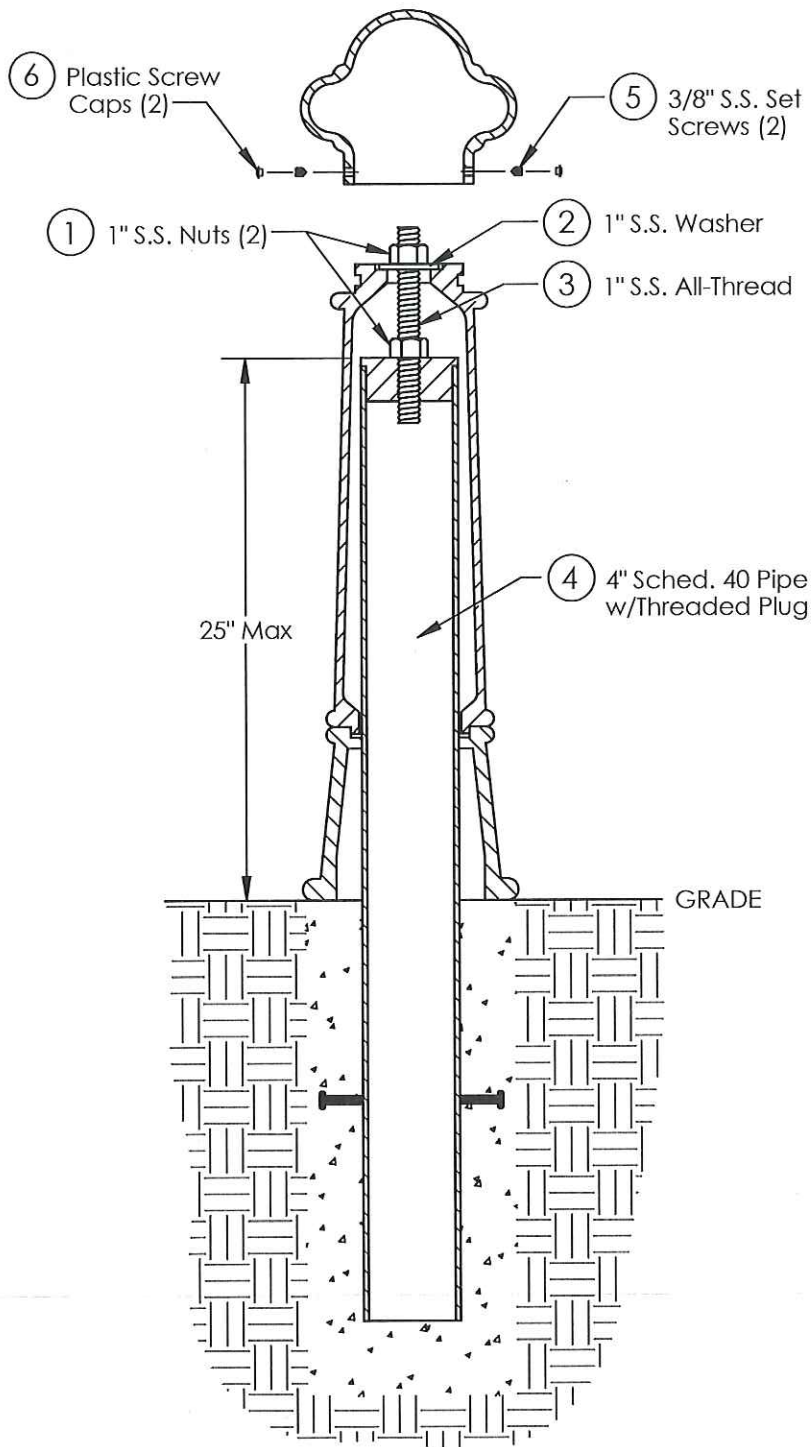
Fax/Email: [rmalasky@newmarketnh.gov](mailto:rmalasky@newmarketnh.gov)  
Project Bel Air, MD

Qty	Unit	Description	Lead-time	Unit Cost	Amount
10	EA	<b>150-QS Cast Iron Decorative Bollards</b>	3-4 wks	\$398.00	\$3,980.00
		Stepped Base, Plain Center, Queen Top, 36" Tall X 10.5" OD Base			
		Powder Coating: Mid-Gloss Black			
		Material: ASTM A-48 CLASS 30 Cast Iron			
1	FT	<b>Chain</b>	3-4 wks	\$9.75	\$9.75
		5/16 Quick Link chain; Powder Coating: mid-gloss black			
1	EA	<b>Eye bolt</b> (for chain attachment)	3-4 wks	\$12.00	\$12.00
		3/8-16 x 1 S/Stl Shol Eye Bolt; Powder Coating: mid-gloss black			
		<b>Mounting Options:</b>			
<del>10</del>	<del>Kits</del>	<del><b>Surface Mounting Kit</b> - Includes 1" SS All-Thread, 1" SS Nut and Washer, Anchoring Adhesive</del>	<del>3-4 wks</del>	<del>\$12.00</del>	<del>\$120.00</del>
<del>10</del>	<del>Kits</del>	<del><b>Pipe Mounting Kit</b> - Includes 4" Sched. 40 Steel Pipe w/ Threaded Plug, 1" SS All-Thread w/ Fixed Nut, 1" SS Nut and Washer</del>	<del>3-4 wks</del>	<del>\$70.00</del>	<del>\$700.00</del>
10	Kits	<b>Iron Base Mounting Kit</b> - Includes Ductile Iron Mounting Base, 1" SS All-Thread w/ Fixed Nut, 1" SS Nut and Washer	3-4 wks	\$75.00	\$750.00
		<b>Shipping Estimate</b>			
1	EA	Delivery to 21014 (for 10 bollards + surface mounting kits)			\$225.00
		<b>PRICING EXCLUDES ALL APPLICABLE TAXES</b>			
		<b>IF TAX EXEMPT, CERTIFICATE MUST BE PROVIDED</b>			
QUOTE IS BASED ON ABOVE QUANTITIES; CUSTOMER IS RESPONSIBLE FOR VERIFYING AND ANY CHANGE WILL EFFECT PRICING.					

Quoted By: **Marina Hoe**  
phone: 502-326-1347 cell: 606-269-6685  
[mhoe@jrhoe.com](mailto:mhoe@jrhoe.com)

# Q-Series - 6" Dia. Bollard - Pipe Mounting

Install steel security pipe according to engineering requirements, screw threaded rod into top of pipe, tighten 1" nut onto washer securing bollard in place, use set screws to secure Queen top.



## Parts List

- 1 1" Stainless Steel Nuts (2)
- 2 1" Stainless Steel Washer
- 3 9"-Long  $\phi$  1" Stainless Steel All-Thread
- 4 4" Sched. 40 Steel Pipe with Threaded Plug
- 5 3/8" Stainless Steel Set Screws (2)
- 6 Plastic Screw Caps (2)

Note:  
Footer detail is for reference only; proper footer construction depends on local soil conditions and engineering requirements.



101 Ironwood Road  
Middlesboro, KY 40965  
Ph: (606)248-5560  
F: (606) 248-6308  
[www.jrhoe.com](http://www.jrhoe.com)

# RELIANCE FOUNDRY

SINCE 1925

Quality Castings Since 1925

#207 - 6450 148th Street  
Surrey, British Columbia, Canada V3S-7G7

Toll Free: 1-888-735-5680  
Phone: 604-592-4333  
Fax: 604-590-8875

Email: [info@reliance-foundry.com](mailto:info@reliance-foundry.com)  
[www.reliance-foundry.com](http://www.reliance-foundry.com)

## Quote Prepared For:

Angell  
4 Young Lane  
Newmarket NH 03857  
United States

Date	Quote Expires	Quote Number
10/13/2016	11/12/2016	38673

## Shipping Destination:

## Delivery: Commercial

Angell  
4 Young Lane  
Newmarket NH 03857  
United States  
Mathew @603-659-3617 x1304

Prepared by	Phone	Email	Terms	Currency
Conner Done	604-592-4325	<a href="mailto:conner@reliance-foundry.com">conner@reliance-foundry.com</a>	TBA	U.S. Dollar
Customer Quote Reference	Lead Time Estimate	Transit Time Estimate	Incoterms 2010	Ship Via
	8-10 Weeks	7-10 Business Days	DDP Delivered Duty Paid	Prepaid

Quan	Item	Price	Tax Code	Amount
10	<b>R-7533</b>  Architectural Bollard, Flat Cap Style, Model No. R-7533 With or without chain eyes 50" high x 16" dia base - will fit over 8" OD pipe x 36" long Material: ASTM A536, Grade 65-45-12 Ductile Iron Powder Coated Textured Black  Material: Ductile Iron ASTM A536 Grade 65-45-12 Country of Origin: China	\$977.00	Exempt	\$9,770.00
10	<b>Mounting Kit: Standard, New Concrete</b>  Hardware for Standard Bollard Mounting Option Kit Suitable for infrequent removable applications using standard hand tools.  Kit Includes: Anchor Casting Threaded Bar, Washer, Nut, Set Screws Installation Instructions  Hardware cost is included in the Bollard price		Exempt	\$0.00
10	<b>Bollard Bar, 1", Custom Length</b>  Threaded Round Bar, 1" UNC, Plated, Custom Length, 50"		Exempt	\$0.00
1	<b>Cartage &amp; Freight</b>  Cartage & freight charges for standard commercial delivery. (See terms attached)	\$1,083.00	Exempt	\$1,083.00



Credit Card Authorization Form

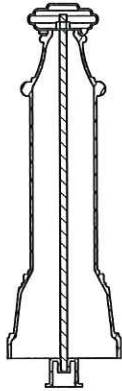
Total \$10,853.00

QUOTATION #38673

1 of 2

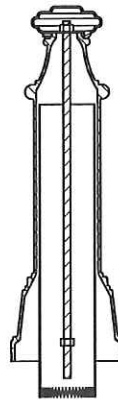


# Bollard Post, Model R-7533



Fixed, Stand Alone

- for new construction (see sheet 2 of 7)
- for installation into existing concrete using concrete insert (see sheet 3 of 7)
- for installation into existing concrete using concrete adhesive (see sheet 4 of 7)



Security Post Covers

- to fit over new steel pipe bollard (see sheet 5 of 7)
- to fit over existing steel pipe bollard using concrete insert (see sheet 6 of 7)
- to fit over existing steel pipe bollard using concrete adhesive (see sheet 7 of 7)

## 5/16" Chain Accessories Installation Sample



Bollard Chain Eyes  
(Powder Coated)



Quick Link Connector  
(Powder Coated)



Bollard Chain 5/16"  
(Powder Coated)

## Optional Chain Accessories Available

### General Description:

Highlight the traditional architecture of your business or community with the model R-7533 bollard. The size of this bollard makes it great for creating stand-alone perimeters or for giving security posts ornamentation. It features a detailed flat top casting and a machined, non-fluted base. An iron composition and powder-coated finish make the R-7533 a robust and durable bollard that can be installed on new or existing surfaces and security posts. For more information on bollard post installation, please visit: <http://www.reliance-foundry.com/bollard/installation-bollards>

### Specifications:

Height: 49"

Base Diameter: 16"

Weight: 254 lbs ( Bollard Only )

Material: Ductile Iron  
Max. Interior Security Post Size:  
Diameter: 8"  
Height: 36"

### Finish Options:

- ✓ Polyester Powdercoated
- See Reliance Foundry's standard color options at <http://www.reliance-foundry.com/bollard/colors-bollards>

### Mount Options:

- Fixed Mount, for new construction (see sheet 2 of 7)
- Fixed Mount, for installation into existing concrete using concrete insert (see sheet 3 of 7)
- Fixed Mount, for installation into existing concrete using concrete adhesive (see sheet 4 of 7)
- Security Post Cover, to fit over new steel pipe bollard (shown at maximum height) (see sheet 5 of 7)
- Security Post Cover, to fit over existing steel pipe bollard using concrete insert (see sheet 6 of 7)
- Security Post Cover, to fit over existing steel pipe bollard using concrete adhesive (see sheet 7 of 7)

**RELIANCE FOUNDRY**  
est. 1910

Unit 207, 6450 - 148 Street, Surrey, BC V3S 7G7, Canada  
1-888-735-5680 info@reliance-foundry.com  
<http://www.reliance-foundry.com>

TITLE

Bollard Post, Model R-7533

SIZE  
C

DWG NO  
R-7533

REV  
B

NOT TO SCALE

SHEET 1 OF 7

COPYRIGHT RESERVED THIS PLAN DRAWING AND DESIGN ARE, AND AT ALL TIMES REMAIN, THE EXCLUSIVE PROPERTY OF RELIANCE FOUNDRY CO. LTD.



# Bollard Post, Model R-7533

## General Description:

Highlight the traditional architecture of your business or community with the model R-7533 bollard. The size of this bollard makes it great for creating stand-alone perimeters or for giving security posts ornamentation. It features a detailed flat top casting and a machined, non-fluted base. An iron composition and powder-coated finish make the R-7533 a robust and durable bollard that can be installed on new or existing surfaces and security posts. For more information on bollard post installation, please visit: <http://www.reliance-foundry.com/bollard/installation-bollards>

## Specifications:

Height: 49"

Base Diameter: 16"

Weight: 254 lbs (Bollard Only)

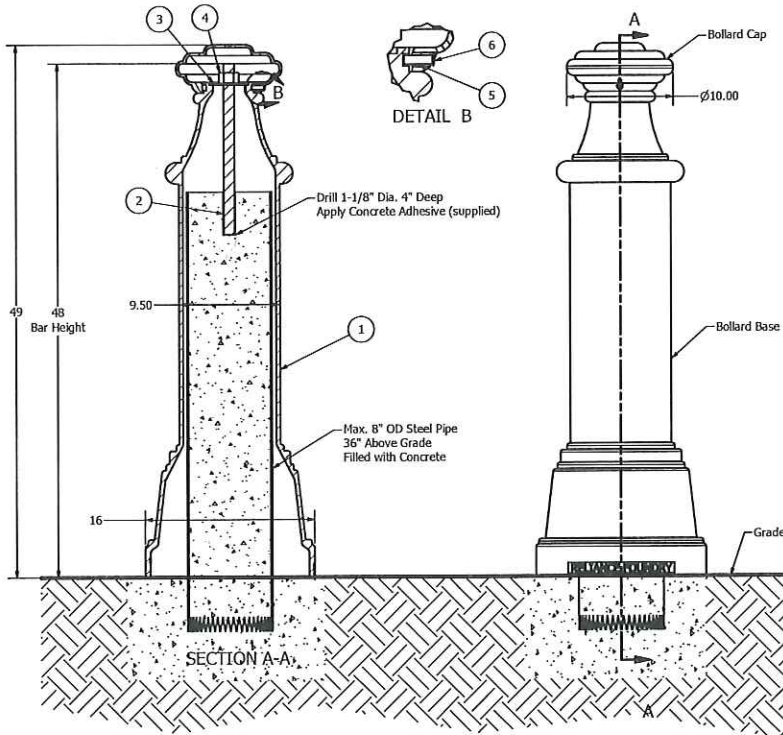
Material: Ductile Iron  
Max. Interior Security Post Size:  
Diameter: 8"  
Height: 36"

## Finish Options:

- ✓ Polyester Powdercoated
- See Reliance Foundry's standard color options at <http://www.reliance-foundry.com/bollard/colors-bollards>

## Mount Options:

- Fixed Mount, for new construction (see sheet 2 of 7)
- Fixed Mount, for installation into existing concrete using concrete insert (see sheet 3 of 7)
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- Security Post Cover, to fit over existing steel pipe bollard using concrete insert (see sheet 6 of 7)
- ✓ Security Post Cover, to fit over existing steel pipe bollard using concrete adhesive (see sheet 7 of 7)



Security Post Cover, to fit over existing steel pipe bollard using concrete adhesive

## Notes:

- Embedment details are for reference illustration only. Minimum foundation sizes depend on local soil conditions, weather conditions, and engineering requirements.
- Bollard post is provided as shown, with material detailed in legend below. Concrete, foundation and/or installation ordered separately or provided by others.
- This drawing is not drawn to scale. Dimensions provided herein is for reference only. Please consult Reliance Foundry sales professionals if any dimension is critical to your particular installation.
- Reliance Foundry reserves the right to amend design and specifications without prior notice for product improvement.

PARTS LIST					
ITEM	QTY	PART NUMBER	DESCRIPTION	MATERIAL	WEIGHT
1	1	R-7533	Bollard Post	Ductile Iron	254 lbs
2	1	1" Dia. Rod	1" Dia. Rod Threaded Both Ends	Steel	
3	1	1" Washer	Plain Washer	Steel	
4	1	1" Nut	Hex Nut	Steel	
5	3	3/8" Set Screw	Hexagon Socket Set Screw - Flat Point	Stainless Steel	
6	3	Hole Plug	Plastic Hole Plug	Polyethylene	
7	1	Concrete Adhesive	Concrete Adhesive		

## RELIANCE FOUNDRY

Unit 207, 6450 - 148 Street, Surrey, BC V3S 7G7, Canada  
1-888-735-5680 info@reliance-foundry.com  
<http://www.reliance-foundry.com>

## Bollard Post, Model R-7533

SIZE	DWG NO	REV
C	R-7533	B

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NOT TO SCALE

SHEET 7 OF 7

# QUOTATION

**Q714387**

**TOWN OF NEWMARKET  
4 YOUNGS LANE  
NEWMARKET NH 03857**

Attn: Matt

**NEENAH  
FOUNDRY COMPANY**



1595 Central Ave  
Stoughton MA 02072

[lesa.girard@neenahenterprises.com](mailto:lesa.girard@neenahenterprises.com)

DATE: October 13, 2016

REFERENCE:  
Town Hall

*We are pleased to submit the following quotation in accordance with your request.*

Quantity	Catalog No.	Description	Each Wt.	Price	Units
10 Sets	R-8403-43DB	<b>Powder Coated Black unless specified a different color</b> BOLLARD, type R, , GI BOLLARD CAP, type N, , GI <b>TOTAL OF 10 Sets R-8403-43DB</b>	75# 16#	\$497.00	/Set
10 Each		<b>Standard Mounting Option A - No Additional Charge</b> <b>Mounting Option B -</b> <b>TOTAL OF 10 Each</b>		\$82.00	ea
10 Each		<b>Mounting Option C -</b> <b>TOTAL OF 10 Each</b>		\$117.00	ea
10 Each		<b>Mounting Option D -</b> <b>TOTAL OF 10 Each</b>		\$178.00	ea
10 Each		<b>Mounting Option E -</b> <b>TOTAL OF 10 Each</b>		\$178.00	ea
See attached for Mounting Options					
<b>DELIVERED COSTS</b>					
<b>TOTAL ESTIMATED WEIGHT: 910 lbs</b>					
<b>(Excluding Skids)</b>					

Neenah Foundry Terms & Conditions apply and are available by fax or mail upon request. Castings furnished unpainted. Quantities are approximate, changes could alter unit prices. Estimated shipping & handling based on above quantities shipping in one complete shipment. Any order submitted pursuant to this quotation shall not result in a contract until it is accepted and acknowledged in writing by Neenah Foundry Company (SELLER).

Prices are valid on orders entered within 30 days from date of quotation, with shipment at earliest availability. All orders are subject to review of buyer's credit status. Standard terms for qualified customers are Net 30 Days. Prices do not include tax. If tax exempt, a valid tax exemption certificate is required at time of order or any applicable tax will be charged.

Page 1 of 1

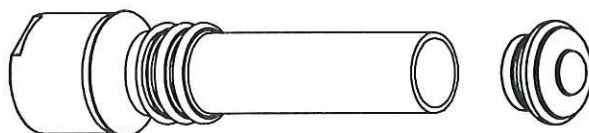
**NEENAH FOUNDRY COMPANY**

BY \_\_\_\_\_

**Lesa Girard**

**Sales, Maine NH, VT**

**FOB DELIVERED**



NOTE: THE CONTRACTOR IS RESPONSIBLE FOR THE FINAL CAP ASSEMBLY AFTER THE BOLLARD BODY IS PROPERLY MOUNTED IN PLACE.  
ASSEMBLY INSTRUCTIONS WILL BE PROVIDED WITH MOUNTING KIT.  
COMPONENT NUMBERS: BOLLARD BODY 8403-4302, FINAL CAP 8400-4004  
MATERIAL: CAST GRAY IRON ASTM A-49, CLASS 35B.  
FINISH: PAINT SHOULD BE SPECIFIED ON PURCHASE ORDER.  
WEIGHT: 98 LBS.

CHARTERED JANUARY 1, 1991

FOUNDED DECEMBER 15, 1727



**TOWN OF NEWMARKET, NEW HAMPSHIRE**  
**By the Newmarket Town Council**

**Resolution #- 2016/2017-23**  
**Relating to a Withdrawal from the**  
**Compensated Absences Expendable Trust Fund**

WHEREAS, The Town of Newmarket created the Compensated Absences Expendable Trust Fund to pay for sick and vacation benefits upon a retirement or termination, and

WHEREAS, two employees retired with an earned sick and vacation benefit totaling \$42,830.75, and

WHEREAS, the Compensated Absence Expendable Fund has a balance of \$39,694 as of December 1, 2016.

NOW THEREFORE BE IT RESOLVED, that the Newmarket Town Council does authorize the withdrawal of \$39,693 from the Compensated Absences Expendable Trust Fund.

*First Reading:*            *February 1, 2017*

*Second Reading:*

*Approval:*

Approved: \_\_\_\_\_  
Gary Levy, Chairman Newmarket Town Council

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





TOWN HALL  
186 MAIN STREET  
NEWMARKET, NH 03857

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

FOUNDED DECEMBER 15, 1727  
CHARTERED JANUARY 1, 1991

## TOWN OF NEWMARKET, NEW HAMPSHIRE

# STAFF REPORT

**DATE:** January 23, 2017

**TITLE:** Withdrawal from the Compensated Absences Capital Reserve Fund –  
Resolution #2016/2017-23

**PREPARED BY:** Matthew Angell, Interim Finance Director

**TOWN ADMINISTRATOR'S COMMENTS – RECOMMENDATION:**

I have reviewed the resolution and recommend its passage.

**BACKGROUND:** According to the Town's personnel policy, retiring employees are eligible for all of their vacation time and ½ of their sick time at retirement.

Town Meeting established the Compensated Absences Expendable Trust for the purpose of funding employee sick and vacation benefits while not impacting the departmental appropriations.

**DISCUSSION:** Two employees retired with payouts of \$11,311.33 and \$31,519.42, totaling \$42,830.75.

The Compensated Absences Expendable Trust has a balance of \$39,694 as of December 1, 2016.

**FISCAL IMPACT:** \$39,693 has been requested to be paid from the Compensated Absence Expendable Trust Fund. This will leave roughly \$1 in the fund, allowing it to receive funding in future years. The remainder will be borne by the respective departments on a percentage basis. Otherwise, if the requested resolution does not pass, the affected department must reduce services to cover this retirement.

**RECOMMENDATION:** I recommend the Town Council approve a withdrawal from the Compensated Absences Expendable Trust Fund.

**DOCUMENTS ATTACHED:** None

STAFF REPORT

12/1/2016	Town of Newmarket Capital Reserve Overview				
		Balance	FY 16/17	FY 16/17	Remaining
	Account #	7/1/2016	Additions	Resolutions	Balance
Public Works	01-490-900-0012	414,827	80,570	0	495,397
Fire	01-490-900-0016	253,177	50,343	0	303,521
Library	01-490-900-0017	129,972	136	0	130,108
Police Vehicles	01-490-900-0018	172,893	48,238	0	221,131
Dispatch/Police Equipment	01-490-900-0019	127,642	29,600	0	157,242
Building Improvements	01-490-900-0020	160,877	50,282	0	211,159
Municipal Trans.Fund	01-213-000-3110	174,827	53,456	0	228,283
Town Clock	01-490-900-0022	8,813	9	0	8,822
Recreation Facilities	01-490-900-0021	118,900	18,814	0	137,714
Community Recreation		84,577	88	0	84,665
Technology	01-490-900-0076	37,552	39	0	37,591
Dam Capital Reserve	01-490-900-0078	50,113	75,096	0	125,209
Cemeteries	01-490-900-0079	6,037	9	0	6,046
Veterans Memorial Trust	01-490-900-0080	23,775	2,026	0	25,801
Cable TV	01-490-900-0034	31,554	33	0	31,587
Sidewalk Development		0	0	0	0
Downtown TIF	09-500-825-0181	501,562	626	0	502,188
Revaluation	01-490-900-0011	13,285	10,020	0	23,305
Downtown Infrastructure		34	0	0	34
Health Trust		1,119	1	0	1,121
Storm Wtr Mgt	01-490-900-0085	37,548	75,129	0	112,677
300th Anniv.Celebration	01-490-900-0086	4,013	2,005	0	6,018
Compensated Absence	01-490-900-0087	39,653	41	0	39,694
Master Plan	01-490-900-0028	10,021	10,016	0	20,037
Roadway Improvement	01-490-900-0023	125,260	125,204	(185,505)	64,959
Total General Fund		2,528,032	631,785	(185,505)	2,974,312
Water Capital Reserve		823,076	365,125	39,464	1,227,664
Water Surplus		2	0	0	2
Sewer Capital Reserve		993,790	175,346	0	1,169,136
Total Capital Reserve		4,344,900	1,172,256	(146,041)	5,371,115

CHARTERED JANUARY 1, 1991

FOUNDED DECEMBER 15, 1727



**TOWN OF NEWMARKET, NEW HAMPSHIRE**  
**By the Newmarket Town Council**

**Resolution #2016/2017-24**

**Resolution Relating to the Purchase of Certain Easements for Access to and Use of Land  
Owned by the Newmarket Community Church:**

**WHEREAS**, the Town of Newmarket Conservation Commission proposes that the Town purchase easements on 3.02 +/- acres of land with parking for eight (8) cars and access thereto to allow for the development and maintenance of a park in honor of Christian Schuppmayr on land owned by the Newmarket Community Church located at 10 North Main Street in Newmarket, NH, and

**WHEREAS**, the Conservation Commission and the Planning Board support this purchase of easements by the Town, subject to the existing State of New Hampshire original easement and other restrictions and notes referenced in the proposed deed to the Town of Newmarket, and

**WHEREAS**, the Town Council is amenable to purchasing these easements from Newmarket Community Church for the sum of Sixty Thousand and 00/100 Dollars (\$60,000.00),

**NOW THEREFORE BE IT RESOLVED**, that the Newmarket Town Council does hereby authorize the Town Administrator to sign a Purchase and Sale Agreement for the easements and to take such additional actions as may be necessary to facilitate the purchase of easements by the Town.

First Reading: February 1, 2017

Second Reading:

Approval:

Approved: \_\_\_\_\_  
Gary Levy, Chairman Newmarket Town Council

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



## **PURCHASE AND SALE AGREEMENT**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, between **NEWMARKET COMMUNITY CHURCH**, with an address of 137 Main Street, Newmarket, New Hampshire 03857 (hereinafter "SELLER"), and the **TOWN OF NEWMARKET**, a New Hampshire municipal corporation, with an address of 186 Main Street, Newmarket, New Hampshire 03857 (hereinafter "BUYER").

**WITNESSETH:** That the SELLER agrees to sell and convey and the BUYER agrees to buy two easements over certain real estate situate at 10 North Main Street, Newmarket, New Hampshire, conceptually shown on Exhibit A (the "Easements Areas"). The final location of the easements to be conveyed shall be mutually agreed upon and shown on a survey plan to be recorded at the Rockingham County Registry of Deeds. For source of title see the deed recorded in the Rockingham County Registry of Deeds at Book 1558, Page 394. See also Estate of Ross A. Tennant at Rockingham County Probate Court.

The SELLING PRICE is Sixty Thousand and 00/100 DOLLARS (\$60,000.00)

Deposit, receipt of which is hereby acknowledged in the form of a check is to be held in an escrow account by Donahue, Tucker & Ciandella, PLLC in the sum of Five Thousand DOLLARS (\$5,000.00)

The balance of the selling price shall be due and payable, by wire transfer, at closing.

**DEED:** Marketable Title shall be conveyed by a WARRANTY DEED, and shall be free and clear of all encumbrances except usual public utilities serving the property.

**TRANSFER OF TITLE:** On or before March 31, 2017, or as mutually extended by the parties, at the Newmarket Town Offices, or another mutually agreeable location, time being of the essence.

**POSSESSION AND CONDITION OF EASEMENT AREAS:** Free of all tenants, personal property, and encumbrances except as stated herein is to be given on or before the date of closing. The BUYER shall have the right to inspect the Easement Areas for compliance twenty-four (24) hours prior to closing.

**BROKERS:** Each party shall indemnify and hold harmless the other for any claims made by any broker claiming to represent that party in regard to this transaction. Each party represents that they have engaged no broker in this transaction other than as provided herein. While Valerie Shelton is involved in this transaction she is not acting in a broker capacity and, therefore, no commission is due. The aforesaid obligation to hold harmless and indemnify shall include all costs, expenses, reasonable attorney's fees, and any other settlement or payment of judgment.



**TITLE:** If BUYER desires an examination of title, it shall cause the same to be completed within sixty (60) days of the Effective Date of this agreement, and shall pay the cost thereof. If, upon examination of title, it is found that the title is not marketable, SELLER shall be informed of the defect or defects and shall be given sixty (60) days to cure such defect. If SELLER cannot cure such defect or defects within this time, at BUYER's sole option he may take title subject to the uncured defect or this Agreement may be rescinded at the option of the BUYER and deposit shall be refunded to the BUYER.

**TAXES, ETC:** Taxes shall not be prorated.

**LIQUIDATED DAMAGES:** If the BUYER shall default in the performance of its obligations under this Agreement, the amount of the deposit may, at the option of the SELLER, become the property of the SELLER as reasonable liquidated damages. SEE BELOW FOR INTERPLEADER PROVISIONS WHICH ARE INCORPORATED HEREIN BY REFERENCE AND MADE A PART THEREOF.

**INSPECTIONS:** SELLER shall provide access to BUYER's inspectors for the inspections including, but not limited to, general site conditions. The BUYER shall perform, or have performed, all such inspections within thirty (30) days of the signing of this Agreement. Results of all inspections must be satisfactory to BUYER in his sole discretion. BUYER must, however, report any unsatisfactory results to SELLER within five (5) days of the completion of said inspections in order to terminate this Agreement for that reason.

**PRIOR STATEMENTS:** All representations, statements and agreements heretofore made between the parties hereto are merged in this Agreement, which alone fully and completely expresses their respective obligations, and this Agreement is entered into by each party after opportunity for investigation, neither party relying on any statements or representations not embodied in this Agreement, made by the other or on his/her/their behalf.

**ESCROW INTERPLEADER:** In the event of any dispute relative to the deposit monies held in escrow, the Escrow Agent may, in its sole discretion, pay said deposit monies into the Clerk of Court of proper jurisdiction in an Action of Interpleader, provide each party with notice thereof at the address recited herein, and thereupon the Escrow Agent shall be discharged from its obligation as recited therein, and each party to this Agreement shall thereafter hold the Escrow Agent harmless in such capacity. Both parties hereto agree that the Escrow Agent may deduct the cost of bringing such Interpleader Action from the deposit monies held in escrow prior to the forwarding of the same to the Clerk of such Court.

**BINDING ON HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS:** This Agreement shall be binding upon the heirs, executors, administrators and assigns of all parties.

**RESIGNING OF FINAL AGREEMENT:** Should this Agreement be altered by any party, such alterations shall be initialed and dated by all parties. Once agreement on all terms and conditions is reached all parties will sign a typewritten version.

**ADDITIONAL PROVISIONS:**

1. This Agreement is contingent upon Buyer's completion of a boundary survey plan, in a recordable form, showing the entirety of the Easement Areas to be conveyed.
2. The Agreement is contingent upon approval of this Agreement by Town Council.
3. Easement Area "A": 3.02+/- acres as shown on Exhibit A. This easement shall be for the exclusive use by the Town of Newmarket and is subject to an existing drainage easement held by the State of New Hampshire also shown on Exhibit A. Easement Area A shall be used by the Town of Newmarket Conservation Commission for the purpose of developing and maintaining a park in honor of Christian Schoppmeyer. The park will be open to the public for passive recreation and access to the Lamprey River for boating and fishing. The Conservation Commission will have the right to construct trails, boardwalks and bridges, erect fencing, install memorial benches, kayak storage racks, and kiosks and to conduct any other related activities on the easement area in keeping with the purpose and intent of the park. Dogs will be permitted in the Park subject to Town regulations. The Conservation Commission will develop a Management Plan to be agreed upon by the Trustees of the Newmarket Community Church. The management plan will include the obligation to mow the existing fields a minimum of 2 times per year. These terms shall be reflected in the deed.
4. Easement Area "B": Easement Area B shall include the right to construct and maintain a gravel parking area for exclusive use by the public for use of the park described above for a minimum of 6 vehicles and a maximum of 8 vehicles within the parking area noted on Exhibit A, an access path to Easement Area A and non-exclusive pedestrian and vehicular access rights from Rt. 108 to the parking area over the existing gravel drive. Seller shall retain the right to relocate the parking and access elsewhere on the property, at Seller's sole expense, should the Property be sold in the future or if Seller undertakes redevelopment activities which necessitates the need to relocate the eight parking spots. If such parking is relocated, there shall be a minimum of 8 parking spaces provided. Buyer shall be responsible for maintenance of the gravel driveway, parking and access path(s) to Easement Area "A" the cost of which shall be paid from the Conservation Commission park maintenance funds. These terms shall be reflected in the deed.

In the presence of:

SELLER: NEWMARKET COMMUNITY  
CHURCH

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Its: \_\_\_\_\_

BUYER:  
TOWN OF NEWMARKET

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Steve Fournier, Town Administrator  
Duly authorized

S:\NA-NE\NEWMARKET\NEWMARKET COMMUNITY CHURCH\2017 01 10 P&S CLEAN.DOCX



CHARTERED JANUARY 1, 1991

FOUNDED DECEMBER 15, 1727



**TOWN OF NEWMARKET, NEW HAMPSHIRE**  
**By the Newmarket Town Council**

**Resolution #2016/2017-25**  
**Relating to Refurbishment of the Vaccon Truck**

**WHEREAS**, the Vaccon truck is 12 years old and is in need of repair, and

**WHEREAS**, the cost to refurbish the current Vaccon is more cost effective than purchasing a new Vaccon,

Cost to refurbish Vaccon: \$151,605.23

Cost to purchase a new Vaccon: \$330,016.50

**WHEREAS**, the Water, Wastewater, and Public Works Departments have been putting money into their Capital Reserve account to purchase a new Vaccon

Monies set aside in capital reserves for a new Vaccon:

Water	\$95,342
Wastewater	\$95,342
Public Works	\$88,000

**NOW, THEREFORE, LET IT BE RESOLVED**, that the Newmarket Town Council does authorize \$50,535.08 from the Water, Wastewater, and Public Works Departments Capital Reserves to refurbish the 2004 Vaccon truck. The Town Council authorizes the Town Administrator to enter into an agreement with Sanitary Equipment Company to refurbish the 2004 Vaccon truck for \$151,605.23.



*First Reading:*            *February 1, 2017*

*Second Reading:*

*Approval:*

Approved: \_\_\_\_\_  
                 Gary, Chairman Newmarket Town Council

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



TOWN HALL  
186 MAIN STREET  
NEWMARKET, NH 03857

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

FOUNDED DECEMBER 15, 1727  
CHARTERED JANUARY 1, 1991

## TOWN OF NEWMARKET, NEW HAMPSHIRE

# STAFF REPORT

**DATE:** January 25, 2017

**TITLE:** Vaccon Truck Refurbishment – Resolution 2016/2017-25

**PREPARED BY:** Sean T. Greig Supt. Water/Sewer

**TOWN ADMINISTRATOR'S COMMENTS – RECOMMENDATION:**

[The Town Administrator will review the proposal and comment on the resolution]

**BACKGROUND:** The Vaccon truck that is used to clean sewers and catch basins, relieve sewer blockages, empty tanks at the wastewater facility, and aid in excavation on water breaks. The truck was purchased in 2004. The truck is aging and is in need of repair. It has failed switches, leaking valves and gaskets, air leaks, and the main front pump seal is leaking a large amount of hydraulic fluid. The Wastewater Department has begun its mandatory EPA Capacity Management Operation and Maintenance (CMOM) Program for the Town's collection system. The Vaccon truck is an important piece of the CMOM program.

**DISCUSSION:** Should the Town refurbish the current Vaccon for \$151,605.23 or replace it with a new one for \$330,016.50. Auto Excellence has evaluated the Vaccon and recommends that the Town refurbish the current Vaccon.

**FISCAL IMPACT:** The Water, Wastewater, and Public Works Departments have been putting money aside in their Capital Reserves every year to purchase a new Vaccon truck. The cost to refurbish the truck would be \$50,535.08 for each department.

Money Saved in the Capital Reserve Funds for a new Vaccon:  
Water Department \$95,342  
Wastewater Department \$95,342  
Public Works \$88,000

**RECOMMENDATION:** Rick Malasky, Auto Excellence, and I recommend that the Town refurbish the Vaccon truck. I recommend that the funds for the refurbishment come out of the Water, Sewer, and Public Works Capital Reserve Funds.

***ATTACH ALL PERTINENT DOCUMENTS TO SUPPORT THE REQUEST.***

STAFF REPORT

**SANITARY EQUIPMENT CO., INC.**



**[www.sanitaryequipment.com](http://www.sanitaryequipment.com)**

25 INDUSTRY DRIVE, WEST HAVEN, CT 06516 203-933-9599

January 17, 2017

Mr. Sean Greig  
Town of New Market, NH  
Superintendent - Water & Wastewater Department  
186 Main Street  
New Market, NH 03857

RE: Vac-Con Unit - Refurbishment

Good Morning Mr. Greig:

Sanitary Equipment Company Inc. is a second generation family run business, whose roots began in the Connecticut tri-state area. We have served both private and municipal entities for almost five decades, offering an array of product lines from major equipment manufacturers. While the foundation of our business was built on servicing waste haulers with collection equipment, we have since expanded both our geographical reach and available product offerings. With the opening of our second location in Stoughton, MA, Sanitary Equipment's team of trained mechanics, qualified field service technicians and expert sales staff are positioned to provide top level products and services to the Town of New Market, NH.

Sanitary Equipment Company Inc. has recently become the authorized factory dealer for Vac-Con and we look forward to assisting the Town in completing the rebuild of its current Vac-Con unit. The work will take place at Vac-Con's newly renovated facility in Green Cove Springs, FL, with all work being completed by factory technicians using factory OEM parts.

Please see the quote for the Gold Seal Refurbishment on the following pages. If there are any questions or concerns, please do not hesitate to contact me.

Sincerely,

L.T. Beale

Sales Representative  
Sanitary Equipment Company Inc.



# Sanitary Equipment Company Inc.

"Do It Right The First Time"

**Quote**

Date: January 17, 2017

25 Industry Drive / PO Box 26006  
West Haven, CT. 06516  
Phone 203-933-9599 Fax 203-933-4271  
www.sanitaryequipment.com

L.T. Beale (66)  
Phone 617-784-2066  
lt.beale@sanitaryequipment.com  
Ref #

Quote for:  
Sean Greig  
Town of New Market, NH

Subject:  
Vac-Con Gold Seal Refurbishment

Line	QTY	DESCRIPTION	EA	AMOUNT
1.)	1.00	Vac-Con Gold Seal Refurbishment w/ freight included	\$151,605.23	\$151,605.23
2.)	1.00	Complete 3-stage Vacuum Blower assembly; incl. drive motor & coupler		Included
3.)	1.00	Complete water pump rebuild		Included
4.)	1.00	New water pump drive belts & water pump drive bearings		Included
5.)	1.00	Complete new style 9yd Debris Body, incl rear door, gaskets, ss filter screens and inlet assembly		Included
6.)	1.00	Replace front drive line & central hydraulic system drive belts		Included
8.)	1.00	Replace rodder hose, hose reel bearings, swivel joint union & all water ball valves		Included
10.)	1.00	Change complete hydraulic system oil and all filters		Included
11.)	1.00	Change auxillary engine oil and filters		Included
12.)	1.00	Replace all kanaflex 8" rubber hoses & clamps w/ new hose ends incl		Included
13.)	1.00	Replace complete Vac-Con unit wire harness w/ modular weather-tight connectors		Included
15.)	1.00	Repair articulating hose reel & install new hydraulic outrigger leg assemb		Included
16.)	1.00	Replace high & low pressure relief valves in water system		Included
17.)	1.00	Replace telescoping boom seals		Included
18.)	1.00	Complete New Unit Accessory Package; 20' of 8" aluminum suction tubes w/ clamps, leader hose, tiger tail guide, (2) standard cleaning nozzles, skid pipe & hydrant wrench		Included
21.)	1.00	Misc. items to be included as needed, including deck repairs		Included
22.)	1.00	Complete Paint of Vac-Con unit w/ new decals & labels		Included
23.)	1.00	All items set to factory settings & service inspection completed		Included
24.)	1.00	New unit standard warranty of 6 months. Parts & Labor		Included
	QTY	<b>** OPTIONS AVAILABLE **</b>		
		Unless a QTY is entered on the left, the items below are an ADDITIONAL COST		
25.)				
26.)				
27.)				
28.)				
29.)				

SUBTOTAL w/ SELECTED OPTIONS \$ 151,605.23

## QUOTE NOTES:

Please Note - Pricing does not include applicable taxes  
Truck Chassis will be in "Road Worhty" condition  
Estimated time: 4-6 weeks

**Thank You for the Opportunity to Quote our Products and Services**

TAX RATE	
SALES TAX	\$ -
12% FET TAX	\$ -
FREIGHT	\$ -
<b>TOTAL</b>	<b>\$ 151,605.23</b>

This proposal may be withdrawn by S.E.C.I if not accepted with a deposit > Thu -02/16/17

PAYMENT TERMS: Balance Due at Time of Delivery unless otherwise noted. Equipment and Materials remain the property of S.E.C.I. until paid in full.

Accepted By: \_\_\_\_\_ Company: \_\_\_\_\_ Date: \_\_\_\_\_

**Thank you, for the opportunity to quote you on your service needs**





# VAC-CON

## REFURBISHING PROGRAM

### **GOLD PACKAGE**

**Includes the Bronze and Silver plus:**

- Rebuild Blower
- Complete Water Pump Rebuild
- Replace Water Pump Belts
- Replace Water Jet Hose
- Replace Blower Belts
- Replace Lower Drive Bearings
- Replace Front Driveline
- Complete Paint-Chassis and Cab

### **SILVER PACKAGE**

**Includes the Bronze plus:**

- Replace Hose Reel Bearings
- Replace Hose Reel Pivot Pin and Bushings
- Replace Rotary Union
- Replace Blower Bearings
- Replace Auxiliary Engine/Water Pump Drive Bearings
- Replace Boom Elbow
- Replace Layflat Hose
- Replace Fill Hose
- Replace Water Pump Suction Hoses
- Replace Blower Coupler
- Replace Water Pump Check Valves
- Replace Water Pump Drain Valves
- Replace Throttle Cables
- Rebuild High Pressure Relief Valve
- Replace Handgun Relief Valve

### **BRONZE PACKAGE**

- Wash and Degrease Entire Unit
- Dot Inspection
- Vac-Con Service Inspection
- Replace In-Out Seals
- Replace Rear Door Seal
- Replace Vacuum Breaker Door Seals
- Replace Tele-Scopic Boom Seals
- Replace Reed Valve Rubbers
- Replace Rear Door Plate
- Replace All Kanaflex Suction Hose and Power Clamps
- Replace Mud Flaps
- Replace Hose Ends
- Replace Water Pump Suction Strainer and Gasket
- Replace Hydraulic Tank Suction Strainer
- Replace Hydraulic Oil
- Change All Vac-Con Oil Filters
- Change Auxiliary Engine Oil and Filters
- Lubricate Entire Unit
- Change Water Pump Oil
- Replace All Ball Valves
- Install Water Pump Packing
- Install Complete Decal Package
- Replace Hydrostatic Pump Belt
- Repack Rotary Union
- Change Oil in Splitshaft PTO
- Change Positive Displacement Blower Oil
- All Components Readjusted To Factory Specifications



# **VAC-CON** **ONETOUCHSERVICE™** **MORE POWER TO KEEP YOU WORKING**



## **REFURBISHING PROGRAM**

The Vac-Con One Touch Service Center offers many benefits, including expert technical assistance, individual component rebuilding and specialized training. One of the most exciting and important services is our refurbishing program. Offered for all makes and types of truck-mounted combination sewer cleaners, hydroexcavators, industrial vacuums, and jet rodders this comprehensive program brings your machine back to optimum performance, revitalized and ready for many more years of profitable operation. You can choose one of our pre-specified Bronze, Silver, or Gold level programs, or tailor a program to your specific needs. In today's competitive world, your capital has to go a long way; Vac-Con's refurbishing program can help.

Vac-Con employs highly-trained and certified technicians to perform all services, including Federal DOT inspections. Our component remanufacturing center has the ability to rebuild and test vacuum compressors, positive displacement blowers, high pressure water pumps and most major hydraulic components. An authorized repair center for Roots blowers, Myers & FMC water pumps, and Cummins auxiliary engines, you can count on Vac-Con to tell you, "If it's ready, it's right."

**Call us today for a quotation.**

904-284-4200 | [www.vac-con.com/service](http://www.vac-con.com/service) | [servicegroup@vac-con.com](mailto:servicegroup@vac-con.com)



Sanitary Equipment Co, Inc.  
PO Box 26006  
West Haven, CT 06516

Date 1/17/2017  
Number 44901  
Type of Quote Dual  
PO

### Quote

Retail Purchaser Town of New Market Ship To SANITARY EQUIPMENT

#### Comments

Price excludes any applicable F.E.T., sales taxes, tag, title or registration fees.

Option content is subject to engineering approval.

### Model Number - V 390/850 L H A

#### Standard Equipment Includes:

Vacuum System (as specified by Model Number)  
Vacuum Drive: Split Shaft PTO  
3/16" Corten Steel Debris Tank - (size as specified by model number)  
Full opening rear door  
Hydraulic rear door locks, with door grabber with safety latch  
5" Butterfly valve with 10' layflat hose  
Debris tank Dumping: minimum 50 deg., hydraulic scissors lift - power up/power down  
Polyethylene water tank  
Automatic Vacuum Breaker and overfill protection  
8" vacuum intake hose  
Boom travel tie down  
4 Way hydraulic boom with 270 deg. Rotation and joystick controls  
Front mounted 600' capacity (1" hose)/hydraulic hose reel  
60 gpm/2000 psi water pump system  
Water pump drive: Standard Aux Engine is WSG-1068 6.8 Litre, 10-Cylinder, Gas Engine 222HP @ 3200 rpm  
400' high pressure jet rodder hose (1" or 3/4")  
Manual hose rewind guide  
Hose guide (Tiger Tail)  
30" leader hose  
20 gpm at 600 psi wash down hand gun with 25' of hose and nozzle  
Sealed and locking tool box (es) (as indicated by model number)  
1) each sanitary and penetrator nozzles  
20.5' aluminum intake pipe(1-3', 1-5', 1-6', and 1-6.5' nozzle)  
ICC lighting  
DuPont Elite Polyurethane Paint  
12 month standard warranty - see certificate for details

Note: PD Units Include Price for required Hydrostatic Drive Option.  
5# Fire Extinguisher  
Set Triangles



**Main Information**

Model	390/850
Blower	Hydrostatic Drive
Boom	10' Aluminum Telescoping Boom with Pendant Control Station
Hose Reel	Front Mounted, Articulating to Driver Side (Std Pivot)
Jet Rodder Hose	500' x 1" Jet Rodder Hose
Water System	60 gpm/3000 psi Pump
Auxiliary Engine	John Deere 6-Cylinder 185 HP at 2400 rpm 415 CID Tier 3 Flex (if available)
Water Pump	FMC

**Other Items****Qty Description**

- 1 Debris Body "Power Flush" System, 8 jets
- 1 Centrifugal Compressor Fan Flush Out System
- 1 Debris Tank Inspection Hatch , 8" w/steps & handles
- 1 Winter Recirculating System for Rodder Hose
- 1 Winter Recirculating connection for low pressure circuit.
- 1 Air Purge System
- 1 2½" Water Drain Gate Valve Assembly (cannot choose both 2-1/2" gate valve and 1/4 turn ball valve, only choose one)
- 1 Variable Flow Valve (Valve Only ) - nozzles required
- 1 Folding Pipe Rack (3), Tank Mtd, Curbside
- 1 Mirror Mounted LED Beacon/Strobe Light with Limb Guard - Whelen L21HAP LED Beacon with Whelen BGH Branch Guard
- 1 LED strobe with Limb Guard, Rear Debris Tank Mounted - Whelen L21HAP LED Beacon with Whelen BGH Branch Guard
- 1 LED 4 Strobes - (2) front bumper / (2) rear bumper - Whelen 50A03ZCR - Amber
- 1 50' Capacity Retractable Hand Gun Hose Reel
- 1 8" Adjustable Air Gap w/quick clamp
- 1 Auxiliary Engine Remote Oil Drain
- 1 Aluminum Storm Nozzle
- 1 1" Storm Nozzle Pipe Assembly (skid)
- 1 1" 60 gpm Penetrator Chisel - Standard, spare
- 1 1" 60 gpm Grenade Nozzle
- 1 Paint Module: DuPont Elite Coca Cola Red N0252EX
- 1 Standard Striping Package - White 692-5204-01
- 1 Centrifugal Compressor Quiet Silencer, Class 4, 304 Stainless Steel Construction, 14in x 40in with 8in discharge, available 8-1-12
- 1 FMC Water Pump Option: 30/3000, 60/2000, 65/3000, 80/2000, 80/2500

**Truck Chassis Information**

Pool Truck Chassis Model	Freightliner 114SD 4x2 43000GVWR ISL370 3000RDS	Pool Trucks are subject to availability.
Qty	Description	

Customer Supplied Chassis

Make

Model

Engine Make and Model

Engine HP and RPM

Transmission Make and Model

CA/CT Measurement

Est Date of Arrival at Vac-Con

1/1/1900

Dealership Providing Chassis/Phone/Contact

Machine Total\$327,096.50

Delivery \$2,920.00

Total\$330,016.50

Offered by: L.T. Beale



CHARTERED JANUARY 1, 1991

FOUNDED DECEMBER 15, 1727



**TOWN OF NEWMARKET, NEW HAMPSHIRE  
By the Newmarket Town Council**

**Resolution 2016/2017-26**

**Resolution Relating to Transferring Funds**

**From the Downtown TIF Capital Reserve Fund**

**WHEREAS**, the May 10, 2011 Town Meeting established the Downtown TIF Capital Reserve fund for the purpose of paying the Downtown TIF debt service, and

**WHEREAS**, the Town Council has been appointed as agent to expend from the Capital Reserve Fund for this purpose, and

**WHEREAS**, the Town must pay debt service interest of \$8,298.93 on July 15, 2017 and principal and interest totaling \$85,631.25 on January 15, 2018.

**NOW, THEREFORE BE IT RESOLVED** that the Newmarket Town Council does hereby approve a transfer of \$93,930.18 from the Downtown TIF Capital Reserve Fund to the General Fund for the purpose of paying the fiscal year 2018 Downtown TIF debt service.

Given at the Town Council Chambers, Newmarket, New Hampshire, this \_\_\_\_<sup>th</sup> day of \_\_\_\_\_  
in the Year of our Lord, Two Thousand \_\_\_\_\_.

*First Reading:*        *February 1, 2017*

*Second Reading:*

*Approval:*

Approved: \_\_\_\_\_  
              Gary Levy, Chairman Newmarket Town Council

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



TOWN HALL  
186 MAIN STREET  
NEWMARKET, NH 03857

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

FOUNDED DECEMBER 15, 1727  
CHARTERED JANUARY 1, 1991

## TOWN OF NEWMARKET, NEW HAMPSHIRE

# STAFF REPORT

**DATE:** January 24, 2017

**TITLE:** Withdrawal from the Downtown TIF Capital Reserve Fund – Resolution #2016/2017-26

**PREPARED BY:** Matthew Angell, Interim Finance Director

**TOWN ADMINISTRATOR'S COMMENTS – RECOMMENDATION:**

I recommend the passage of this resolution.

**BACKGROUND:** At one point, the Downtown TIF had enough available funds to pay the entire outstanding bond related to the TIF. However, the bond does not allow for prepayment. Therefore, the May 10, 2011 Town Meeting established the Downtown TIF Capital Reserve Fund for the purpose of paying debt service related to the now closed Downtown TIF, making the Town Council agents to expend without further appropriation. Annually, the Town must request a withdrawal from the capital reserve fund to pay the related debt service.

Annually, we request authorization to withdraw funds prior to the actual debt service payment. We could ask for one sweeping authorization for present and future debt service payments, however, at some point during the next few years, the fund will have a surplus that will need to be dealt with. At this point, the capital reserve fund has a deficit of \$4,035 as compared to the total outstanding debt service. It is possible that the fund can cover the deficit with interest earnings. If not, then the final year's deficit will become part of the 2023 operating budget. Given today's interest rates (.25%), we can expect to earn roughly \$2,970 before extinguishing the fund, which will result in a potential deficit.

**DISCUSSION:** I am making this request early so that the next Finance Director and Town Council will not have to consider housekeeping for almost one year.

**FISCAL IMPACT:** The follow is the remaining debt service payment by fiscal year and an estimated balance of the capital reserve fund.

Debt Service			
Fiscal Year	Principal	Interest	Total Debt Service
2018	\$75,000	18,930	\$93,930
2019	75,000	15,031	90,031

Capital Reserve Funds	
Payment from	Balance (Estimated)
\$93,930	\$408,258
90,031	318,227

Debt Service			
Fiscal Year	Principal	Interest	Total Debt Service
2020	75,000	9,758	84,758
2021	75,000	5,648	80,648
2022	75,000	3,181	78,181
2023	75,000	3,675	78,675
Total	\$450,000	\$56,223	\$506,223

Capital Reserve Funds	
Payment from	Balance (Estimated)
84,758	233,469
80,648	152,821
78,181	74,640
78,675	(4,035)

**RECOMMENDATION:** I recommend the Town Council approve a withdrawal from the Downtown TIF capital reserve fund for the purpose of paying FY 2018 debt service.

**DOCUMENTS ATTACHED:** Debt service schedule and capital reserve fund balance as of December 1, 2016.



12/1/2016	Town of Newmarket				
	Capital Reserve Overview				
		Balance	FY 16/17	FY 16/17	Remaining
	Account #	7/1/2016	Additions	Resolutions	Balance
Public Works	01-490-900-0012	414,827	80,570	0	495,397
Fire	01-490-900-0016	253,177	50,343	0	303,521
Library	01-490-900-0017	129,972	136	0	130,108
Police Vehicles	01-490-900-0018	172,893	48,238	0	221,131
Dispatch/Police Equipment	01-490-900-0019	127,642	29,600	0	157,242
Building Improvements	01-490-900-0020	160,877	50,282	0	211,159
Municipal Trans.Fund	01-213-000-3110	174,827	53,456	0	228,283
Town Clock	01-490-900-0022	8,813	9	0	8,822
Recreation Facilities	01-490-900-0021	118,900	18,814	0	137,714
Community Recreation		84,577	88	0	84,665
Technology	01-490-900-0076	37,552	39	0	37,591
Dam Capital Reserve	01-490-900-0078	50,113	75,096	0	125,209
Cemeteries	01-490-900-0079	6,037	9	0	6,046
Veterans Memorial Trust	01-490-900-0080	23,775	2,026	0	25,801
Cable TV	01-490-900-0034	31,554	33	0	31,587
Sidewalk Development		0	0	0	0
Downtown TIF	09-500-825-0181	501,562	626	0	502,188
Revaluation	01-490-900-0011	13,285	10,020	0	23,305
Downtown Infrastructure		34	0	0	34
Health Trust		1,119	1	0	1,121
Storm Wtr Mgt	01-490-900-0085	37,548	75,129	0	112,677
300th Anniv. Celebration	01-490-900-0086	4,013	2,005	0	6,018
Compensated Absence	01-490-900-0087	39,653	41	0	39,694
Master Plan	01-490-900-0028	10,021	10,016	0	20,037
Roadway Improvement	01-490-900-0023	125,260	125,204	(185,505)	64,959
Total General Fund		2,528,032	631,785	(185,505)	2,974,312
Water Capital Reserve		823,076	365,125	39,464	1,227,664
Water Surplus		2	0	0	2
Sewer Capital Reserve		993,790	175,346	0	1,169,136
Total Capital Reserve		4,344,900	1,172,256	(146,041)	5,371,115

## 2002 SERIES E NON GUARANTEED - AFTER 2010 SERIES A REFUNDING

## 20 YEAR DEBT SCHEDULE FOR

## TOWN OF NEWMARKET - Total

DATE PREPARED: 03/07/13  
 BONDS DATED: 01/15/03  
 INTEREST START DATE: 206 days 12/19/02  
 FIRST INTEREST PAYMENT: 07/15/03  
 NET INTEREST COST: 4.5200%

DEBT YEAR	PERIOD ENDING	PRINCIPAL OUTSTANDING	PRINCIPAL	RATE	INTEREST	Less 2010A Refunding	INTEREST after refunding	TOTAL PAYMENT	FISCAL YEAR TOTAL PAYMENT
	07/15/03				\$88,422.84		\$88,422.84	\$88,422.84	
1	01/15/04	\$3,500,000.00	\$175,000.00	4.250%	77,262.50		77,262.50	252,262.50	\$340,685.14
	07/15/04				73,543.75		73,543.75	73,543.75	
2	01/15/05	3,325,000.00	175,000.00	4.250%	73,543.75		73,543.75	248,543.75	322,087.50
	07/15/05				69,825.00		69,825.00	69,825.00	
3	01/15/06	3,150,000.00	175,000.00	4.250%	69,825.00		69,825.00	244,825.00	314,650.00
	07/15/06		0.00		66,106.25		66,106.25	66,106.25	
4	01/15/07	2,975,000.00	175,000.00	4.250%	66,106.25		66,106.25	241,106.25	307,212.50
	07/15/07		0.00		62,387.50		62,387.50	62,387.50	
5	01/15/08	2,800,000.00	175,000.00	4.250%	62,387.50		62,387.50	237,387.50	299,775.00
	07/15/08		0.00		58,668.75		58,668.75	58,668.75	
6	01/15/09	2,625,000.00	175,000.00	4.250%	58,668.75		58,668.75	233,668.75	292,337.50
	07/15/09		0.00		54,950.00		54,950.00	54,950.00	
7	01/15/10	2,450,000.00	175,000.00	4.250%	54,950.00		54,950.00	229,950.00	284,900.00
	07/15/10		0.00		51,231.25		51,231.25	51,231.25	
8	01/15/11	2,275,000.00	175,000.00	4.250%	51,231.25		51,231.25	226,231.25	277,462.50
	07/15/11		0.00		47,512.50	(4,882.00)	42,630.50	42,630.50	
9	01/15/12	2,100,000.00	175,000.00	4.250%	47,512.50		47,512.50	222,512.50	265,143.00
	07/15/12		0.00		43,793.75	(4,882.00)	38,911.75	38,911.75	
10	01/15/13	1,925,000.00	175,000.00	4.250%	43,793.75		43,793.75	218,793.75	257,705.50
	07/15/13		0.00		40,075.00	(4,882.00)	35,193.00	35,193.00	
11	01/15/14	1,750,000.00	175,000.00	4.250%	40,075.00		40,075.00	215,075.00	250,268.00
	07/15/14		0.00		36,356.25	(5,424.00)	30,932.25	30,932.25	
12	01/15/15	1,575,000.00	175,000.00	4.300%	36,356.25		36,356.25	211,356.25	242,288.50
	07/15/15		0.00		32,593.75	(5,424.00)	27,169.75	27,169.75	
13	01/15/16	1,400,000.00	175,000.00	4.400%	32,593.75		32,593.75	207,593.75	234,763.50
	07/15/16		0.00		28,743.75	(5,424.00)	23,319.75	23,319.75	
14	01/15/17	1,225,000.00	175,000.00	4.500%	28,743.75		28,743.75	203,743.75	227,063.50
	07/15/17		0.00		24,806.25	(5,424.00)	19,382.25	19,382.25	
15	01/15/18	1,050,000.00	175,000.00	4.500%	24,806.25		24,806.25	199,806.25	219,188.50
	07/15/18		0.00		20,868.75	(6,644.00)	14,224.75	14,224.75	
16	01/15/19	875,000.00	175,000.00	4.600%	20,868.75		20,868.75	195,868.75	210,093.50
	07/15/19		0.00		16,843.75	(10,882.00)	5,961.75	5,961.75	
17	01/15/20	700,000.00	175,000.00	4.700%	16,843.75		16,843.75	191,843.75	197,805.50
	07/15/20		0.00		12,731.25	(11,042.00)	1,689.25	1,689.25	
18	01/15/21	525,000.00	175,000.00	4.800%	12,731.25	(1,200.00)	11,531.25	186,531.25	188,220.50
	07/15/21		0.00		8,531.25	(8,408.00)	123.25	123.25	
19	01/15/22	350,000.00	175,000.00	4.850%	8,531.25	(1,200.00)	7,331.25	182,331.25	182,454.50
	07/15/22		0.00		4,287.50		4,287.50	4,287.50	
20	01/15/23	175,000.00	175,000.00	4.900%	4,287.50		4,287.50	179,287.50	183,575.00
=====									
TOTALS			\$3,500,000.00		\$1,673,397.64	(\$75,718.00)	\$1,597,679.64	\$5,097,679.64	\$5,097,679.64



## 2002 SERIES E NON GUARANTEED - AFTER 2010 SERIES A REFUNDING

## 20 YEAR DEBT SCHEDULE FOR

TOWN OF NEWMARKET - Open Space

DATE PREPARED: 03/07/13  
 BONDS DATED: 01/15/03  
 INTEREST START DATE: 208 days 12/19/02  
 FIRST INTEREST PAYMENT: 07/15/03  
 NET INTEREST COST: 4.5200%

DEBT YEAR	PERIOD ENDING	PRINCIPAL OUTSTANDING	PRINCIPAL	RATE	INTEREST	Less 2010A Refunding	INTEREST after refunding	TOTAL PAYMENT	FISCAL YEAR TOTAL PAYMENT
	07/15/03				\$50,527.22		\$50,527.22	\$50,527.22	
1	01/15/04	\$2,000,000.00	\$100,000.00	4.250%	44,150.00		44,150.00	144,150.00	\$194,677.22
	07/15/04				42,025.00		42,025.00	42,025.00	
2	01/15/05	1,800,000.00	100,000.00	4.250%	42,025.00		42,025.00	142,025.00	184,050.00
	07/15/05				39,800.00		39,800.00	39,800.00	
3	01/15/06	1,800,000.00	100,000.00	4.250%	39,800.00		39,800.00	139,800.00	179,800.00
	07/15/06				37,775.00		37,775.00	37,775.00	
4	01/15/07	1,700,000.00	100,000.00	4.250%	37,775.00		37,775.00	137,775.00	175,550.00
	07/15/07				35,650.00		35,650.00	35,650.00	
5	01/15/08	1,800,000.00	100,000.00	4.250%	35,650.00		35,650.00	135,650.00	171,300.00
	07/15/08				33,525.00		33,525.00	33,525.00	
6	01/15/09	1,500,000.00	100,000.00	4.250%	33,525.00		33,525.00	133,525.00	167,050.00
	07/15/09				31,400.00		31,400.00	31,400.00	
7	01/15/10	1,400,000.00	100,000.00	4.250%	31,400.00		31,400.00	131,400.00	162,800.00
	07/15/10				29,275.00		29,275.00	29,275.00	
8	01/15/11	1,300,000.00	100,000.00	4.250%	29,275.00		29,275.00	129,275.00	158,550.00
	07/15/11				27,150.00	(2,782.74)	24,367.26	24,367.26	
9	01/15/12	1,200,000.00	100,000.00	4.250%	27,150.00		27,150.00	127,150.00	151,517.26
	07/15/12				25,025.00	(2,782.74)	22,242.26	22,242.26	
10	01/15/13	1,100,000.00	100,000.00	4.250%	25,025.00		25,025.00	125,025.00	147,267.26
	07/15/13				22,900.00	(2,782.74)	20,117.26	20,117.26	
11	01/15/14	1,000,000.00	100,000.00	4.250%	22,900.00		22,900.00	122,900.00	143,017.26
	07/15/14				20,775.00	(3,081.68)	17,693.32	17,693.32	
12	01/15/15	800,000.00	100,000.00	4.300%	20,775.00		20,775.00	120,775.00	138,458.32
	07/15/15				18,625.00	(3,081.68)	15,533.32	15,533.32	
13	01/15/16	800,000.00	100,000.00	4.400%	18,625.00		18,625.00	118,625.00	134,158.32
	07/15/16				16,425.00	(3,081.68)	13,333.32	13,333.32	
14	01/15/17	700,000.00	100,000.00	4.500%	16,425.00		16,425.00	116,425.00	129,758.32
	07/15/17				14,175.00	(3,081.68)	11,083.32	11,083.32	
15	01/15/18	600,000.00	100,000.00	4.500%	14,175.00		14,175.00	114,175.00	125,258.32
	07/15/18				11,925.00	(3,787.08)	8,137.92	8,137.92	
16	01/15/19	500,000.00	100,000.00	4.600%	11,925.00		11,925.00	111,925.00	120,082.92
	07/15/19				9,825.00	(6,202.74)	3,422.26	3,422.26	
17	01/15/20	400,000.00	100,000.00	4.700%	9,825.00		9,825.00	109,825.00	113,047.26
	07/15/20				7,275.00	(6,293.94)	981.08	981.08	
18	01/15/21	300,000.00	100,000.00	4.800%	7,275.00	(684.00)	6,591.00	106,591.00	107,572.06
	07/15/21				4,875.00	(4,792.58)	82.44	82.44	
19	01/15/22	200,000.00	100,000.00	4.850%	4,875.00	(684.00)	4,191.00	104,191.00	104,273.44
	07/15/22				2,450.00		2,450.00	2,450.00	
20	01/15/23	100,000.00	100,000.00	4.900%	2,450.00		2,450.00	102,450.00	104,800.00
TOTALS			\$2,000,000.00		\$958,227.22	(\$43,159.26)	\$913,067.96	\$2,913,067.96	\$2,913,067.96

FY 2013



2002 SERIES E NON GUARANTEED - AFTER 2010 SERIES A REFUNDING

20 YEAR DEBT SCHEDULE FOR

TOWN OF NEWMARKET - Downtown TIF

DATE PREPARED: 03/07/13  
 BONDS DATED: 01/15/03  
 INTEREST START DATE: 206 days 12/19/02  
 FIRST INTEREST PAYMENT: 07/15/03  
 NET INTEREST COST: 4.5200%

DEBT YEAR	PERIOD ENDING	PRINCIPAL OUTSTANDING	PRINCIPAL	RATE	INTEREST	Less 2010A Refunding	INTEREST after refunding	TOTAL PAYMENT	FISCAL YEAR TOTAL PAYMENT
	07/15/03				\$37,895.42		\$37,895.42	\$37,895.42	
1	01/15/04	\$1,500,000.00	\$75,000.00	4.250%	33,112.50		33,112.50	108,112.50	\$146,007.92
	07/15/04				31,518.75		31,518.75	31,518.75	
2	01/15/05	1,425,000.00	75,000.00	4.250%	31,518.75		31,518.75	108,518.75	138,037.50
	07/15/05				29,925.00		29,925.00	29,925.00	
3	01/15/06	1,350,000.00	75,000.00	4.250%	29,925.00		29,925.00	104,925.00	134,850.00
	07/15/06				28,331.25		28,331.25	28,331.25	
4	01/15/07	1,275,000.00	75,000.00	4.250%	28,331.25		28,331.25	103,331.25	131,662.50
	07/15/07				26,737.50		26,737.50	26,737.50	
5	01/15/08	1,200,000.00	75,000.00	4.250%	26,737.50		26,737.50	101,737.50	128,475.00
	07/15/08				25,143.75		25,143.75	25,143.75	
6	01/15/09	1,125,000.00	75,000.00	4.250%	25,143.75		25,143.75	100,143.75	125,287.50
	07/15/09				23,550.00		23,550.00	23,550.00	
7	01/15/10	1,050,000.00	75,000.00	4.250%	23,550.00		23,550.00	98,550.00	122,100.00
	07/15/10				21,956.25		21,956.25	21,956.25	
8	01/15/11	975,000.00	75,000.00	4.250%	21,956.25		21,956.25	96,956.25	118,912.50
	07/15/11				20,362.50	(2,099.26)	18,263.24	18,263.24	
9	01/15/12	900,000.00	75,000.00	4.250%	20,362.50		20,362.50	95,362.50	113,625.74
	07/15/12				18,768.75	(2,099.26)	16,669.49	16,669.49	
10	01/15/13	825,000.00	75,000.00	4.250%	18,768.75		18,768.75	93,768.75	110,438.24
	07/15/13				17,175.00	(2,099.26)	15,075.74	15,075.74	
11	01/15/14	750,000.00	75,000.00	4.250%	17,175.00		17,175.00	92,175.00	107,250.74
	07/15/14				15,581.25	(2,332.32)	13,248.93	13,248.93	
12	01/15/15	675,000.00	75,000.00	4.300%	15,581.25		15,581.25	90,581.25	103,830.18
	07/15/15				13,988.75	(2,332.32)	11,656.43	11,656.43	
13	01/15/16	600,000.00	75,000.00	4.400%	13,988.75		13,988.75	88,988.75	100,605.18
	07/15/16				12,318.75	(2,332.32)	9,986.43	9,986.43	
14	01/15/17	525,000.00	75,000.00	4.500%	12,318.75		12,318.75	87,318.75	97,305.18
	07/15/17				10,631.25	(2,332.32)	8,298.93	8,298.93	
15	01/15/18	450,000.00	75,000.00	4.500%	10,631.25		10,631.25	85,631.25	93,930.18
	07/15/18				8,943.75	(2,858.92)	6,084.83	6,084.83	
16	01/15/19	375,000.00	75,000.00	4.600%	8,943.75		8,943.75	83,943.75	90,030.58
	07/15/19				7,218.75	(4,679.26)	2,539.49	2,539.49	
17	01/15/20	300,000.00	75,000.00	4.700%	7,218.75		7,218.75	82,218.75	84,758.24
	07/15/20				5,456.25	(4,748.06)	708.19	708.19	
18	01/15/21	225,000.00	75,000.00	4.800%	5,456.25	(516.00)	4,940.25	79,940.25	80,648.44
	07/15/21				3,656.25	(3,615.44)	40.81	40.81	
19	01/15/22	150,000.00	75,000.00	4.850%	3,656.25	(516.00)	3,140.25	78,140.25	78,181.06
	07/15/22				1,837.50		1,837.50	1,837.50	
20	01/15/23	75,000.00	75,000.00	4.900%	1,837.50		1,837.50	76,837.50	78,075.00
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TOTALS			\$1,500,000.00		\$717,170.42	(\$32,558.74)	\$684,611.68	\$2,184,611.68	\$2,184,611.68

FY 2013