



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

**WEDNESDAY, JULY 19, 2017, 7:00PM  
NEWMARKET TOWN HALL COUNCIL CHAMBERS**

**6:15PM 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. June 21, 2017 Regular Meeting Minutes
  - b. June 21, 2017 Non-public Minutes
5. **Report of the Town Administrator**
6. **Committee Reports**
7. **Old Business**
  - a. **Resolutions/Ordinances in the 2<sup>nd</sup> Reading**
    - i. **Resolution #2016/2017-36** – Resolution Authorizing the Town Administrator to Enter into an Agreement with GZA GeoEnvironmental, Inc. to Conduct a Stability Analysis and Design Conceptual Plans for Abutment Walls for the Macallen Dam.
    - ii. **Resolution #2016/2017-37** – Resolution Authorizing the Town Administrator to Enter into a three-year agreement with First Light for hosted PBX Telephone System Services.
  - 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
    - i. *Economic Development Committee – Gary Levy – Term Expiration March 2019*

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

- i. *Resolution 2017/2018-01 – Authorization to Purchase 2017 Ford F-250 Pickup for the Sewer Dept.*
- ii. *Resolution 2017/2018-02 – Creation of an Energy and Environment Advisory Committee*
- iii. *Resolution 2017/2018-03 – Issuing \$10.34M in Bonds and Notes for the Wastewater Treatment Facility Upgrade*
- iv. *Resolution 2017/2018-04 – Amending Cable Franchise Agreement with Comcast Main/New Hampshire for a Five Year Extension*

**c. Correspondence to the Town Council**

**d. Closing Comments by Town Councilors**

**e. Next Council Meeting – August 16, 2017**

**9. Adjournment**



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7 **TOWN OF NEWMARKET, NEW HAMPSHIRE**

8 **TOWN COUNCIL REGULAR MEETING**

9 **June 21, 2017 7:00 PM**

10 **TOWN COUNCIL CHAMBERS**

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12  
13 **PRESENT:** Council Chairman Dale Pike, Councilor Amy Thompson, Councilor Gretchen Kast, Councilor  
14 Kyle Bowden, Councilor Amy Burns, Councilor Casey Finch

15  
16 **EXCUSED:** Council Vice Chairman Toni Weinstein

17  
18 **ALSO PRESENT:** Town Administrator Steve Fournier, Environmental Services Director Sean Greig, NHDES  
19 Industrial Pretreatment Supervisor Alexis Rastorguyeff, W. Steven Clifton of Underwood Engineers, Public  
20 Works Director Rick Malasky, Financial Administrator Lisa Ambrosio, Town Planner Diane Hardy, Senator  
21 Martha Fuller Clark, Representative Mike Cahill

22  
23  
24 **AGENDA**

25  
26 Chairman Dale Pike welcomed everyone to the June 21, 2017 Newmarket Town Council Meeting and  
27 called the meeting to order at 7:12 pm, followed by the Pledge of Allegiance.

28  
29 Chairman Pike stated that they would open the meeting with the Public Hearings.

30  
31 **PUBLIC HEARING:**

32  
33 **Ordinance #2016/2017-04 An Ordinance Adopting Chapter 14, Article III of the Code of the Town of**  
34 **Newmarket, New Hampshire: Sewer Use Ordinance**

35  
36 Chairman Pike opened the Public Hearing for *Ordinance #2016/2017-04 An Ordinance Adopting Chapter*  
37 *14, Article III of the Code of the Town of Newmarket, New Hampshire: Sewer Use Ordinance* at 7:14 pm.

38  
39 Environmental Services Director Sean Greig stated that the last Sewer Ordinance was done in Newmarket  
40 in 1977 and needed to be updated to include industrial pretreatment and infiltration inflow processes for

41 the new Wastewater Treatment Plant. He said to do that he had worked with the NH Department of  
42 Environmental Services (NHDES) to put in the proper language, and was helped by Steven Clifton of  
43 Underwood Engineers and Alex Rastorguyeff, the Industrial Pretreatment Supervisor for NHDES.

44  
45 Steve Clifton of Underwood Engineers gave a brief presentation of the history and regulatory framework  
46 of the Sewer Ordinance along with a general overview. He said the adoption of a Sewer Use Ordinance  
47 was a requirement of accepting Federal and State grants and low-interest loans. As part of the regulatory  
48 framework, the ordinance set forth uniform requirements for users of the Town's Publicly-Owned  
49 Treatment Works and enabled the Town to comply with all applicable State and Federal laws. He said the  
50 purpose of the ordinance was to protect wastewater treatment facilities, protect the environment, and  
51 comply with Federal and State regulations. He said it defined uniform requirements for design,  
52 construction, and use of the sewer collection system, and provided for their enforcement and defined  
53 responsibility for sewer collection system maintenance.

54  
55 Mr. Clifton stated that major changes to the 1977 Sewer Ordinance included expanded and updated  
56 general sewer use policies and the addition of industrial pretreatment, industrial user permit, and  
57 reporting requirements. He said they also added administrative, judicial, and supplemental enforcement  
58 remedies and added septage disposal regulations. He said they had also looked at other towns which were  
59 pretty much all the same but were structured a little differently and had some language differences.

60  
61 As there was no comment from the public, Chairman Pike closed the Public Hearing with regard to  
62 *Ordinance #2016/2017-04* at 7:22 pm.

63  
64 **Ordinance #2016/2017-05 An Ordinance Amending Chapter 32 Zoning, Article I, Section 32-2 Purposes**  
65 **and Article IV Signs of the Municipal Code of the Town of Newmarket and Zoning Ordinance, adopted**  
66 **02/14/1996, as amended through March 1, 2017**

67  
68 Chairman Pike opened the Public Hearing for *Ordinance #2016/2017-05 An Ordinance Amending Chapter*  
69 *32 Zoning, Article I, Section 32-2 Purposes and Article IV Signs of the Municipal Code of the Town of*  
70 *Newmarket and Zoning Ordinance, adopted 02/14/1996, as amended through March 1, 2017* at 7:22 pm.

71  
72 Town Planner Diane Hardy stated that she and Town Code Enforcement Officer Mike Hoffman were there  
73 on behalf of the Planning Board, and that they had started working on the zoning changes. She said after  
74 a Workshop in January and a Public Hearing they were recommending 2 areas for discussion. The first was  
75 to provide clear authority for a Town Zoning Ordinance with the Planning Board to exercise its authority  
76 to consider design and aesthetic considerations as part of the site and subdivision planning. She said the  
77 second area was changes to Signage, and said Code Enforcement Officer Hoffman would discuss what was  
78 needed to bring them forward with newer standards.

79  
80 Code Enforcement Officer Mike Hoffman stated that the issue had come forward as a result of a street  
81 court case. He said the Town could not regulate the contents of a sign or regulate signs differently, but  
82 they did allow certain design standards and size restrictions. He said major changes included broadening  
83 the language around Electronic Message Boards and restricting the number of Yard Sales that could be



84 scheduled on a yearly basis. He said Real Estate signs could no longer be in the public the right-of-way and  
85 they had cleaned up some of the language as far as ADA and persons with disabilities.

86  
87 Code Enforcement Officer Hoffman said there had been an issue with an awning being used as a backlit  
88 sign, and said they had cleaned up the language to specify that awnings could not be made of translucent  
89 material with lighting behind. He said they had expanded a little on the types of materials that could be  
90 used for signs which prohibit the use of plastic on the exterior, but permit High Density Urethane signs  
91 with the appearance of wood. He said flashing/blinking message boards were not allowed in any Town  
92 zone but sandwich boards could be placed on sidewalks in certain zones. He said they specified that  
93 projection signs could be 24 square feet and size restrictions were set for message wall signs. He said they  
94 also addressed the maintenance and safety of all signs.

95  
96 As no public comment was brought forward, Chairman Pike closed the Public Hearing on *Ordinance*  
97 *#2016/2017-05* at 7:32 pm.

98  
99 **PUBLIC FORUM – Senator Martha Fuller Clark**

100  
101 Chairman Pike opened the Public Forum at 7:32 pm.

102  
103 Senator Martha Fuller Clark of District 21 said she was there to provide an update and overview of the  
104 legislative session, and said the main topic was the State Budget which would be voted on tomorrow. She  
105 congratulated Newmarket on being able to move forward with additions and renovations to their Schools,  
106 and said she also had the opportunity to visit the new state-of-the-art Wastewater Treatment Facility in  
107 Newmarket and was very impressed.

108  
109 Senator Clark stated that there would be a budget surplus this year from the 2016/2017 budget and that  
110 additional dollars would be put in the Rainy Day Fund which was currently at \$100-\$130 million. She said  
111 money from that fund was made available to assist local towns with additional dollars for roads and  
112 bridges and to help them with infrastructure outside the 10-year plan. She said \$10 million of the surplus  
113 was used to create a scholarship fund for New Hampshire students to help with high tuition costs, but  
114 unfortunately was not earmarked for their University System and could be applied to any college or  
115 university in the State, public or private.

116  
117 Senator Clark said there was some concern that revenues were coming in very strongly and there was an  
118 opportunity to invest more dollars in New Hampshire, as there were critical issues like the Opioid Crisis,  
119 which needed a considerable amount of money was for treatment and recovery. She said nationally 90  
120 individuals/day were dying of opioid overdoses in the country, and that New Hampshire was leading in  
121 terms of percentages. She said the critical issue was that though facilities were being built, there was no  
122 increase in the amount of money available to hire the staff, and which was also hurting their Nursing  
123 Homes as salaries could not compete. She said the Disability Waiver for adults over 21 who could not care  
124 for themselves was only partially funded, and people were having to quit their jobs to take care of them  
125 and falling behind financially.

Senator Clark said another issue was paying for workforce training and said New Hampshire currently had 20,000 jobs they could not fill as skilled workers were not available to fill the positions. She said UNH had the highest tuition rates but no money to help students and they were going to out-of-state colleges. She stated that Medicaid expansion would end in 2018 if they did not extend it for another 2 years, and said there were currently 53,000 receiving health insurance and another 10,000 being treated for opioid addiction. She said legislators were taking a no-action stance as they did not know what was happening in Washington, but hospitals were seeing a 30% reduction in ER visits from people with no insurance.

Senator Clark said they did not know what would happen with the budget tomorrow but said the cost of living had increased 1-2%. She said that in 2010 hundreds of thousands of dollars had been cut out of the State Budget. She said another legislative fight going on concerned whether or not there should be additional cuts in the Business Profits Tax and the Business Enterprise Tax. She said this would mean \$30 to \$40 million lost in the first year of the next biennium and an additional \$100 million in the second year along with other cuts made to the budget last year.

Senator Clark said she also served on the Energy Committee and that they were continuing to move forward with renewable energy. She said a bill had been passed that would make it possible for small hydro plants to continue to receive additional support, and said Energy Efficiency Resource Standards were being studied and would be out next January. She said a bill was also passed that would allow for vouchers for religious and private schools, and a bill which increased access and ease for voters to insure fraud was not occurring. She said funding for full-day Kindergarten would now be tied to monies raised from allowing keno in the State, which was highly controversial and unpredictable.

Town Administrator Fournier stated that in addition to the budget cuts in 2010, the State cut off the source of funding for the Town and suspended the revenue-sharing with municipalities. Senator Clark said that if they did not move forward with more tax cuts there would be \$20 million that could be dedicated to those issues, and said they were not getting the attention and support they needed as communities. Town Administrator Fournier said before the State added additional programming, there was a commitment made by State Legislators to help municipalities pay their fair share of the taxes and always give something back to communities.

Chairman Pike asked about the additional money for transportation and Senator Clark said she would get the specific amount for Newmarket. Chairman Pike said that a lot of improvements had been made to North Route 108, but that the heaviest traffic was in the southern portion which would need some attention in the future. Senator Clark said she would be happy to work with him on that. Representative Mike Cahill said the money that would be sent to towns for construction of roadways would be apportioned to the towns based on population and income. He said there might also be some money which would go into a special fund for schools for to address air quality and security.

Chairman Pike closed the Public Forum at 8:03 pm.

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

**Acceptance of the Minutes of the Non-Public Session of May 31, 2017**



Councilor Thompson made a motion to approve the minutes of the Non-Public Session of May 31, 2017, which was seconded by Councilor Kast.

Town Administrator Fournier polled the Council and the minutes of the Non-Public Session of May 31, 2017, were approved by a vote of 5-0 with 1 abstention.

**Acceptance of the Minutes of the Regular Meeting of June 7, 2017**

Councilor Thompson made a motion to approve the minutes of the Regular Meeting of June 7, 2017, which was seconded by Burns.

Town Administrator Fournier polled the Council and the minutes of the Regular Meeting of June 7, 2017 were approved by a vote of 5-0 with 1 abstention.

**Acceptance of the Minutes of the Non-Public Session of June 7, 2017**

Councilor Thompson made a motion to approve the minutes of the Non-Public Session of June 7, 2017, which was seconded by Councilor Burns.

Town Administrator Fournier polled the Council and the minutes of the Non-Public Session of June 7, 2017, were approved by a vote of 5-0 with 1 abstention.

**REPORT OF THE TOWN ADMINSTRATOR**

Town Administrator Steve Fournier said the Council had given him authority to negotiate with the owners of 2 Center Street to purchase an easement. He said he needed clarification and a motion on the record that the Council approved the purchase of the easement at 2 Center Street for \$50,000 to come from the Stormwater Management Capital Reserve Fund and authorize the Town Administrator to execute the documents as previously discussed.

Councilor Thompson made a motion to approve the purchase of the easement at 2 Center Street and authorize the Town Administrator to execute the documents, which was seconded by Councilor Burns.

Town Administrator Fournier polled the Council and the motion to purchase the easement at 2 Center Street was approved by a vote of 6-0.

Town Administrator Fournier stated that the monthly Expense and Revenue Report for the **FY2017 Budget** showed that with approximately 92% of the year completed, the Town's expenses continued to be below budget with 86% of the budget expended. He said that revenues had seen an increase over last month, and that to date they had collected 104% of their revenues, with a total of \$25 million compared to \$24.1 million collected last year.

Town Administrator Fournier stated that he and the Facilities Director were working on getting proposals for a **Town Hall Security Upgrade**, which would include the installation and moving of security cameras and the installation of a keyless door system for the building. He said if the cost was reasonable he would be asking to withdraw funds from the Building Improvement Capital Reserve Fund, and said they would be discussing other specific items in Non-Public Session.

Town Administrator Fournier reminded the Council that the **Summer Schedule** would be starting and the next Town Council meeting would be held on July 19, 2017.

**MRI UPDATE – Finance Director Lisa Ambrosio**

Finance Director Lisa Ambrosio said that MRI had worked with the former Finance Director and had identified 2 initiatives for improvement in the Finance Department. She said the first was to set up paperless purchasing and invoice payments which would require a software system behind it, and said the goal had become a Software Implementation goal. She said the software implementation would be for all departments with the Town fully integrated.

Finance Director Ambrosio stated they were looking to have a timeline to be able implement the software by July 2018. She said there had been a request for information in September and funds were included in next year's budget to cover the first year of a multi-year lease. She said a working group was formed in May to look at the implementation of software, and she would next be sending out an RFP with more specific requirements, planning to bring something to the Council in September with installation over the winter. She said all system accounts in the Town would be converted to get everything aligned, and they would have to work together to identify all the resources that needed to be pulled in and provide training.

Chairman Pike asked if the software being adopted would work for both the Town and the School since they had separate finances. Finance Director Ambrosio said they would work toward that eventually but that the School system was working well and they were not looking to change it in the short term. Councilor Kast felt that more efficiencies would allow for more value-added activities. Town Administrator Fournier agreed and said he also wanted to be able to access real-time reports and said they were also looking at a web-based system that would work across all departments. Finance Director Ambrosio said they were looking toward software for accounts payable, cash management, the budget and the whole financial cycle.

Finance Director Ambrosio stated that the first part of the second initiative was consolidation of the Town and School Departments, which was already accomplished. She said the second part had to do with looking at outsourcing the payroll process, and said she did not support this recommendation. She said Payroll was a critical function in the Finance Department and it was preferable to keep it in-house. She said if it was outsourced they could not control errors and would have to track and manage a third party. Town Administrator Fournier agreed and felt it was working well for the Town and issues could be addressed quickly. Chairman Pike he had been impressed with how they had integrated payroll for both the Town and the School in Cape Elizabeth. Finance Director Ambrosio said it was possible long-term but would involve a lot of cross training, but said there were things they could track on both sides like capital reserves and grants.



**COMMITTEE REPORTS**

Councilor Kast said she had attended the *Planning Board* meeting as an alternate last week. She said the major activity was the presentation of findings from the Groundwater Modeling Study, sponsored by Strafford Regional Planning along with staff from UNH, and said it was the final presentation of impact to drinking water by sea level rise. She said the study identified 3 infrastructure locations, 30 private water supplies, and 1 public water supply at Moody Point and that strategies and action plans had been recommended.

Councilor Kast said the second issue discussed was a request for an extension by Cheney Property Management that had been tabled, and said there were questions about the timeframe. She said Town Planner Hardy recommended that the extension be approved. She stated that they also discussed the CCRC Zoning Overlay District off New Road and the committee wanted to revisit definitions of facility types before the next Public Hearing. She said that Gary Levy had attended the meeting and also suggested the projected density of the area be revisited in light of Coastal Protection Zones.

Councilor Kast stated that Town Planner Hardy had announced the rewrite of the grant from Setting Sail which had been awarded to start in July, but that she was not sure if the work could be credited toward Stormwater Management.

Councilor Finch said the *Conservation Commission* had met on June 8<sup>th</sup>, and said the big focus was on a report from UNH about climate change. He said they talked about the NH Setting Sail project and discussed different resources available, invasion of species, and other ways to reach out to the community. He said they also discussed the buffer zone on the Boulder Brook Subdivision, but the big concern was the erosion around Schanda Park and how to reinforce and protect it in the short term.

Chairman Pike said the *Macallen Dam Committee* had met and 3 engineering firms had presented proposals for stability analysis for the abutment walls and conceptual design work around how that would look. He said they were all good firms, but the committee had selected GZA which had the strongest consensus and was also the low bid. He said engineering work would be going on, and they were still hoping work could proceed enough for the Dam Committee to draw up a Warrant Article.

**OLD BUSINESS**

**ORDINANCES AND RESOLUTIONS IN THE 2<sup>ND</sup> READING**

**Resolution #2016/2017-33 Relating to Paving Improvement Bids**

Councilor Burns made a motion to approve *Resolution #2016/2017-33 Relating to Paving Improvement Bids*, which was seconded by Councilor Thompson.

Public Works Director Rick Malasky stated that they had only received 1 bid from Bell & Flynn. Town Administrator Fournier explained that the price per ton had come in lower than anticipated and they would be able to do more paving this year. Councilor Thompson said she had heard residents talking about Granite Street and asked if there was any way to bump that up to this year. Public Works Director Malasky said there were other higher-priority roads in Newmarket, and said felt they needed to stick to the plan. Town Administrator Fournier said Granite Street was planned for next year along with a number of other streets in that area.

Public Works Director Malasky said there were also a few minor areas he would need to address this year. Councilor Bowden asked if he knew the reason for not getting bids from other contractors. Town Administrator Fournier said one of the problems was that the dollar amount was not high enough for companies to put in for as they were looking for bigger projects. Public Works Director Malasky said they also made more money in the private sector, and said the other companies had called and asked questions but did not turn in bids.

Town Administrator Fournier polled the Council and *Resolution #2016/2017-33 Relating to Paving Improvement Bids* was approved by a vote of 6-0.

**Resolution #2016/2107-34 Relating to Paving Improvements to Bay Road/Lamprey Street Parking Lot**

Councilor Thompson made a motion to approve Resolution #2016/2107-34 Relating to Paving Improvements to Bay Road/Lamprey Street Parking Lot, which was seconded by Councilor Burns.

Public Works Director Malasky said briefly that the Lamprey Street Parking Lot was heavily utilized and was almost unplowable at this time. Chairman Pike asked if some of the spaces would continue to be long-term rentals. Town Administrator Fournier stated that as soon as the parking lot was fixed they would then call for the policy. Councilor Bowden asked if there was any benefit to tying this in with the roads. Town Administrator Fournier said it was being tied in with roads, but that the costs were different due to different types of structures.

Town Administrator Fournier polled the Council and *Resolution #2016/2107-34 Relating to Paving Improvements to Bay Road/Lamprey Street Parking Lot* was approved by a vote of 6-0.

**Resolution #2016/2017-35 Relating to the Replacement of the Air Conditioning Unit at the Police Station**

Councilor Thompson made a motion to approve *Resolution #2016/2017-35 Relating to the Replacement of the Air Conditioning Unit at the Police Station*, which was seconded by Councilor Bowden.

Public Works Director Malasky stated that the Air Conditioning unit on the second floor at the Police Station needed to be replaced. Town Administrator Fournier explained they had come before the Council for approval to withdraw the funds from the Capital Reserve Fund for Thermo Dynamics. Councilor Thompson asked why the project was not bid out, as Thermo Dynamics were under contract for repair and maintenance but not replacement. Public Works Director Malasky said they were under contract with Thermo Dynamics and they were free to repair or replace the unit. Town Administrator Fournier stated



that the AC systems for upstairs and downstairs were separate, and said they would definitely go out to bid if they were replacing the whole system.

Town Administrator Fournier polled the Council and *Resolution #2016/2017-35 Relating to the Replacement of the Air Conditioning Unit at the Police Station* was approved by a vote of 6-0.

**Ordinance #2016/2017-04 An Ordinance Adopting Chapter 14, Article III of the Code of the Town of Newmarket, New Hampshire: Sewer Use Ordinance**

Councilor Thompson made a motion to approve *Ordinance #2016/2017-04 An Ordinance Adopting Chapter 14, Article III of the Code of the Town of Newmarket, New Hampshire: Sewer Use Ordinance*, which was seconded by Councilor Bowden.

Town Administrator Fournier polled the Council and *Ordinance #2016/2017-04 An Ordinance Adopting Chapter 14, Article III of the Code of the Town of Newmarket, New Hampshire: Sewer Use Ordinance* was approved by a vote of 6-0.

**Ordinance #2016/2017-05 An Ordinance Amending Chapter 32 Zoning, Article I, Section 32-2 Purposes and Article IV Signs of the Municipal Code of the Town of Newmarket and Zoning Ordinance, adopted 02/14/1996, as amended through March 1, 2017**

Councilor Thompson made a motion to approve *Ordinance #2016/2017-05 An Ordinance Amending Chapter 32 Zoning, Article I, Section 32-2 Purposes and Article IV Signs of the Municipal Code of the Town of Newmarket and Zoning Ordinance, adopted 02/14/1996, as amended through March 1, 2017*, which was seconded by Councilor Finch.

Councilor Kast asked if the changes would affect any existing signs, and Code Enforcement Officer Hoffman said they would not. Councilor Thompson said she had a neon sign in an upper window inside her business, and said it was disconcerting that the ordinance would regulate what she could and could not do inside her space. Code Enforcement Officer Hoffman said that signage stopped at the glass, but that sometimes sign enforcers did go inside businesses. Councilor Bowden asked what a Feather Flag was, and Code Enforcement Officer Hoffman said Feather Flags were usually 12-15 feet high and only 1 foot wide, and said a resident had expressed that they did not want a small town looking like a used car lot.

Chairman Pike said he had worked on the Sub-Committee, and emphasized that a lot of work and effort had gone into drawing up these regulations.

Town Administrator Fournier polled the Council and *Ordinance #2016/2017-05 An Ordinance Amending Chapter 32 Zoning, Article I, Section 32-2 Purposes and Article IV Signs of the Municipal Code of the Town of Newmarket and Zoning Ordinance, adopted 02/14/1996* was approved by a vote of 6-0.

**ORDINANCES AND RESOLUTIONS IN THE 3<sup>RD</sup> READING – None**

**ITEMS LAID ON THE TABLE – Resolution #2015/2016-52 Authorizing the Designation of a Portion of Route 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**

**ORDINANCES AND RESOLUTIONS IN THE 1ST READING**

**Resolution #2016/2017-36 Resolution Authorizing the Town Administrator to Enter into an Agreement with GZA GeoEnvironmental, Inc. to Conduct a Stability Analysis and Design Conceptual Plans for Abutment Walls for the Macallen Dam**

Town Administrator Fournier read *Resolution #2016/2017-36 Resolution Authorizing the Town Administrator to Enter into an Agreement with GZA GeoEnvironmental, Inc. to Conduct a Stability Analysis and Design Conceptual Plans for Abutment Walls for the Macallen Dam* in full.

**Resolution #2016/2017-37 Resolution Authorizing the Town Administrator to Enter into a Three-year Agreement with First Light for Hosted PBX Telephone System Services**

Chairman Pike read *Resolution #2016/2017-37 Resolution Authorizing the Town Administrator to Enter into a Three-year Agreement with First Light for Hosted PBX Telephone System Services* in full.

**CORRESPONDENCE/CLOSING COMMENTS**

Councilor Bowden thanked everyone who had worked hard to make a successful Softball Season for the girls of Newmarket. He said the first Tournament for boys 10 and under had been held, and he congratulated the boys 12 and under who had won the District Championship against Seacoast United and would be up for the State Tournament.

Chairman Pike congratulated Amy Gigandet on having taken over the leadership of the Recreation Department and hosting her first Fishing Derby. He said he was an exciting day and a great event, and thanked the volunteers and landowners.

**NEXT MEETING:** Next regular Town Council Meeting scheduled for July 19, 2017.

**ADJOURNMENT**

Chairman Pike adjourned the meeting at 8:59 pm.

Respectfully submitted,

Patricia Denmark, Recording Secretary





TOWN OF NEWMARKET, NEW HAMPSHIRE  
OFFICE of the TOWN ADMINISTRATOR

**REPORT OF THE TOWN ADMINISTRATOR**  
**July 19, 2017**

**Emergency Operation Plan Update Grant:** The Town of Newmarket has an Emergency Operation Plan. The purpose of this plan is to address the response to consequences of any disaster or emergency in Town. This includes natural disasters, hazardous materials, manmade incidents, terrorism, power failures and national emergencies. This plan should be updated periodically.

As the Emergency Management Director, I am working with the Chiefs and a consultant who previously worked for the Town writing the plan to update our current plan. We are applying for a grant from the Bureau of Homeland Security and Emergency Management to cover half of the cost. The town's contribution can be made with in kind services, such as our time. The total cost of the project is \$8,000 with \$4,000 funded through the grant.

**Street Lighting - LED:** As I previously mentioned, we are working on converting all of the streetlights in Town over to LED lighting. These are brighter and more energy efficient. We have been in contact with Eversource to help fund the streetlights. We were notified that they will not have funds to do so until calendar year 2018.

We are currently working with the Community Development Finance Authority to provide funding to replace all of our decorative lights in town with LED lighting. The Director of Public Works and Affinity Lighting of Dover are working on a price to replace all of the lighting. As soon as that is available, we will submit the number to CDFA to assist with funding. The saving from our electrical bill will pay back the funding.

**Keno:** As part of the State of New Hampshire budget, the state has introduced Keno gambling as a revenue source. After reviewing the bill, if the Town Council wishes, it may place the question on the ballot in March to allow Keno in Town. Only establishments with a valid liquor license are allowed to have Keno.

Since the Town Council will have to decide whether to place the question on the ballot, I would propose a resolution doing so at a future meeting. I am attaching a copy of the legislation to this report.

**ONGOING PROJECTS**

**\*\*\*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:** We continue to work on these goals.

**Downtown Project:** Target Construction has completed the reinstallation of the crosswalks, and they seem to be holding up. We will be looking at them again in a few weeks.

The line painting company has been notified and will come into town when they have available time.

**Beech Street Senior Center:** We took ownership of the Beech Street Senior Center on July 1. We have had some rentals since taking it over.

**NHDOT v Town of Newmarket:** No new developments.

**Town Council Goals:**

*Goal #1 - Unified Town-wide CIP*

- Draft CIP process plan document is finished. We are waiting for the Facilities Director to come on board to comment on the plan.

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

- Ongoing.

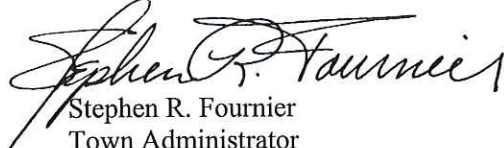
*Goal #3 - Continue relations with School Board and SAU staff to find further efficiencies and solidify current agreement with shared finance and facilities*

- The Facilities Director began Monday.
- The Superintendent and I will begin looking at sharing IT service late this summer or early fall. We are currently working to make sure that our upgraded phone system will be expandable to include the school in the future.

*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*

- The Town Council met with the Planning Board.

Respectfully Submitted,

  
Stephen R. Fournier  
Town Administrator



**CHAPTER 229**  
**SB 191-FN - FINAL VERSION**

03/30/2017 1190s  
4May2017... 1516h  
1Jun2017... 2022h  
06/22/2017 2369CofC

2017 SESSION

17-0138  
04/06

**SENATE BILL 191-FN**

AN ACT establishing keno and relative to funding for kindergarten.

SPONSORS: Sen. Watters, Dist 4; Sen. D'Allesandro, Dist 20; Sen. Feltes, Dist 15; Sen. Hennessey, Dist 5; Sen. Kahn, Dist 10; Sen. Lasky, Dist 13; Sen. McGilvray, Dist 16; Sen. Reagan, Dist 17; Sen. Soucy, Dist 18; Sen. Ward, Dist 8; Sen. Woodburn, Dist 1; Rep. Gile, Merr. 27; Rep. Grenier, Sull. 7; Rep. Bates, Rock. 7

COMMITTEE: Education

AMENDED ANALYSIS

This bill establishes keno in New Hampshire and establishes a program to provide grants to kindergarten students.

Explanation: Matter added to current law appears in ***bold italics***.

Matter removed from current law appears ~~[in brackets and struck through]~~

Matter which is either (a) all new or (b) repealed and reenacted appears in regular type.

03/30/2017 1190s  
4May2017... 1516h  
1Jun2017... 2022h  
06/22/2017 2369CofC 17-0138  
04/06

STATE OF NEW HAMPSHIRE

*In the Year of Our Lord Two Thousand Seventeen*

AN ACT establishing keno and relative to funding for kindergarten. .

*Be it Enacted by the Senate and House of Representatives in General Court convened:*

229:1 New Subdivision; Keno. Amend RSA 284 by inserting after section 40 the following new subdivision:

Keno

284:41 Definition. In this subdivision, "keno" means any game where a player purchases a ticket from a field of 80 numbers and selects a specific amount of numbers. A random number generator employed by the lottery commission chooses 20 numbers at random and the player is paid out against his or her original wager.

284:42 Administration and Enforcement. The lottery commission shall administer and enforce this subdivision in any town or city that has voted to allow such gaming.

284:43 Rulemaking. The lottery commission shall adopt rules, pursuant to RSA 541-A, relative to:

I. The application procedure for keno licenses.

II. Information to be required on license applications.

- III. Procedures for a hearing following the revocation of a license.
- IV. The operation of keno games, including types and amounts of wagers.
- V. Information required and forms for submission of financial reports.
- VI. Guidelines for licensees under this subdivision to set transaction limits for daily, weekly, and monthly play of keno for individual keno players.

#### 284:44 License Fees.

- I. The license fee for a commercial premises keno license issued under RSA 284:46 shall be \$500 per year. Such fee shall be submitted to the lottery commission at the time the application is made and shall be refunded if the application is denied.
- II. All net proceeds collected by the lottery commission under this section shall be deposited in the education trust fund established in RSA 198:39.

#### 284:45 License Applications.

- I. Applications shall be submitted to the lottery commission by the licensee. Proof of authority to submit the application on behalf of the licensee may be required.
- II. Applications shall be made only on the forms supplied to the licensee by the lottery commission.
- III. The application form shall be fully completed by the licensee.
- IV. Applicants for commercial premises keno licenses shall be submitted at least 30 days before the first game date.
- V. The applicant shall certify under oath that:
  - (a) The information provided on the application is accurate.
  - (b) Neither the applicant nor any employee will operate keno games if such person has been convicted of a felony within the previous 10 years which has not been annulled by a court, or a misdemeanor involving falsehood or dishonesty within the previous 5 years which has not been annulled by a court, or has violated the statutes or rules governing charitable gaming in this or any state.
  - (c) The applicant and any employee who will be participating in the operation of the keno games is aware of all statutes and rules applicable to the operation of keno games.
- VI. To be eligible for licensure under this subdivision an applicant shall:
  - (a) Document that it is one of the following:
    - (1) A restaurant or hotel holding a valid liquor license under RSA 178:20, II, RSA 178:21, II(a) or (b), or RSA 178:22, V(q).
    - (2) A brew pub holding a valid liquor license under RSA 178:13.
    - (3) A ballroom holding a valid liquor license under RSA 178:22, V(c).
    - (4) A veterans' club, private club, or social club holding a valid liquor license under RSA 178:22, V(h).
    - (5) A convention center holding a valid liquor license under RSA 178:22, V(i).
    - (6) A hotel holding a valid liquor license under RSA 178:22, V(k).
    - (7) A racetrack holding a valid liquor license under RSA 178:22, V(n).
    - (8) A sports recreation facility holding a valid liquor license under RSA 178:22, V(v).
  - (b) Document that the keno games will only be operated in towns and cities that have voted to allow the operation of keno games pursuant to RSA 284:51.
  - (c) Maintain a current list of employees.
  - (d) Document that no minor under the age of 18 shall be allowed to purchase or redeem a keno ticket.

VII. A suspension or revocation of a liquor license shall result in the immediate suspension of the keno license issued under this chapter.

#### 284:46 License; Issuance.

- I. Upon receipt of an application under RSA 284:45 the lottery commission shall review the application and shall, in writing, grant or deny the application within 45 days of receipt.
- II. The lottery commission shall deny a license application for any one of the following reasons:
  - (a) The license of the applicant has been previously revoked by the commission.
  - (b) The applicant has been convicted of a crime provided for in this chapter or in any other chapter for any gaming offense.
  - (c) The applicant loses his or her liquor license after submitting the application.



III. No person who has been convicted of a felony or class A misdemeanor within the previous 10 years which has not been annulled by a court, or a class B misdemeanor within the past 5 years which has not been annulled by a court, or who has violated any of the statutes or rules governing charitable gambling in the past in this or in any other state shall be licensed under this subdivision, or rent, lease, sublease, or otherwise provide any hall or keno paraphernalia for the conduct of keno licensed under this subdivision.

IV. The lottery commission shall only issue a license for an eligible location where keno tickets shall be sold and the game played within the area apportioned to distribute beverages pursuant to RSA 284:45. The lottery commission shall control the installation of the keno ticket terminals and ensure that the sale of the tickets is limited to the area apportioned to distribute beverages pursuant to RSA 284:45.

284:47 Operation of Keno Games.

I. A licensee may operate keno games at its business between the hours of 11 a.m. and 11 p.m.

II. A licensee may retain 8 percent of the proceeds from keno games. Of the remaining 92 percent:

(a) One percent shall be paid to the department of health and human services to support research, prevention, intervention, and treatment services for problem gamblers.

(b) The remainder, less the administrative costs of the lottery commission and prize payouts, shall be deposited in the education trust fund established in RSA 198:39.

III. No person who has been convicted of a felony or class A misdemeanor within the previous 10 years which has not been annulled by a court, or a class B misdemeanor within the past 5 years which has not been annulled by a court, or who has violated any of the statutes or rules governing charitable gambling in the past in this or any other state shall operate a keno game licensed under this subdivision, or rent, lease, sublease, or otherwise provide any hall or keno paraphernalia for the conduct of keno licensed under this subdivision.

IV. No one under the age of 18 years shall be allowed to purchase or redeem a keno ticket.

284:48 Financial Reports and Inspection Required.

I. Any person which has been licensed to conduct keno games shall submit a complete financial report to the lottery commission for each license issued under RSA 284:46 within 15 days after the expiration of each license, provided, however, a complete monthly financial report shall be submitted in a timely fashion to the commission for each month covered by a license issued under RSA 284:46 on a form to be approved by the lottery commission.

II. All licensees shall maintain a separate checking account for the deposit and disbursement of all income relating to keno, except cash prizes awarded at the games. All expenses shall be paid by check, and all prizes of \$500 or more shall be paid by check. No keno funds shall be commingled with other funds of the licensee. The licensee shall retain all canceled checks for the payment of expenses and prizes for at least 2 years from the date of the check. The licensee shall not cash checks which it issues.

III. All financial reports filed by the licensee shall be maintained by the lottery commission for a period of one year from the date of filing and shall be open to public inspection.

IV. All financial records pertaining to the operation of keno games shall be maintained by the licensee and shall be made available to representatives of the lottery commission or of the commissioner of the department of safety upon request.

V. A licensee which has been licensed to conduct keno games shall maintain complete and accurate documentation of all revenues and expenses contained in the financial reports for at least 2 years from the date the financial report is filed.

284:49 Suspension; Revocation. The commission may suspend or revoke the license of any licensee who violates any provision of this subdivision. Any licensee whose license is revoked shall not be eligible for licensure for a period of up to one year from the date of revocation.

284:50 Rehearing and Appeal. Any person aggrieved by a decision of the commission to deny or revoke a keno license may apply to the commission for a rehearing within 15 business days of the decision. Rehearings and appeals shall be governed by RSA 541.

284:51 Local Option.

I. Any town or city may allow the operation of keno games according to the provisions of this subdivision, in the following manner:

(a) In a town, the question shall be placed on the warrant of an annual town meeting under the procedures set out in RSA 39:3, and shall be voted on a ballot. In a city, the legislative body may vote to place the question on the official



ballot for any regular municipal election, or, in the alternative, shall place the question on the official ballot for any regular municipal election upon submission to the legislative body of a petition signed by 5 percent of the registered voters.

(b) The selectmen, aldermen, or city council shall hold a public hearing on the question at least 15 days but not more than 30 days before the question is to be voted on. Notice of the hearing shall be posted in at least 2 public places in the municipality and published in a newspaper of general circulation at least 7 days before the hearing.

(c) The wording of the question shall be substantially as follows: "Shall we allow the operation of keno games within the town or city?"

II. If a majority of those voting on the question vote "Yes," keno games may be operated within the town or city.

III. If the question is not approved, the question may later be voted upon according to the provisions of paragraph I at the next annual town meeting or regular municipal election.

IV. A municipality that has voted to allow the operation of keno games may consider rescinding its action in the manner described in paragraph I of this section.

V. The lottery commission shall maintain a list of municipalities where keno is available.

229:2 Application of Receipts; Education Trust Fund. Amend RSA 6:12, I(b)(65) to read as follows:

(65) Money received under RSA 77-A, RSA 77-E, RSA 78, RSA 78-A, RSA 78-B, RSA 83-F, ***RSA 284:44 and RSA 284:47***, and from the sweepstakes fund, which shall be credited to the education trust fund under RSA 198:39.

229:3 Education Trust Fund; Keno Profits Added. Amend RSA 198:39, I(k) to read as follows:

***(k) Funds collected and paid over to the state treasurer by the lottery commission pursuant to RSA 284:44 and RSA 284:47.***

***(l)*** Any other moneys appropriated from the general fund.

229:4 New Section; School Money; Kindergarten Grants. Amend RSA 198 by inserting after section 48-b the following new section:

198:48-c Kindergarten Grants.

I.(a) For fiscal year 2019, in addition to any funds received pursuant to RSA 198:40-a, in the first year that a school district or chartered public school that operates an approved full-day kindergarten program, the commissioner of the department of education shall calculate and distribute a grant of \$1,100 per kindergarten pupil based on the enrollment number of eligible full-day kindergarten pupils on the first day of the school year. The superintendent, or designee, shall certify the enrollment number of kindergarten pupils to the commissioner.

(b) For fiscal year 2019, once pupils enrolled in an approved full-day kindergarten program have been counted in the school district's average daily membership in attendance as defined in RSA 198:38, I, a school district, or a chartered public school based on its kindergarten average daily membership enrollment number, shall receive, in addition to any funds received pursuant to RSA 198:40-a, an additional grant of \$1,100 per kindergarten pupil attending a full-day kindergarten program. The commissioner shall certify the amount of the grant to the state treasurer and direct the payment thereof from the education trust fund established in RSA 198:39 to the school district or chartered public school.

(c) Grants shall be disbursed to a school district pursuant to the distribution schedule in RSA 198:42 and to a chartered public school pursuant to the distribution schedule in RSA 194-B:11, I(c).

(d) The amount necessary to fund the grants under this section is hereby appropriated to the department from the education trust fund. The governor is authorized to draw a warrant from the education trust fund to satisfy the state's obligation under this section.

II. A school district or chartered public school that operates an approved full-day kindergarten program for which it receives funding under this section shall permit a pupil to attend kindergarten for a half-day.

III.(a) For fiscal year 2020 and each fiscal year thereafter, in addition to any funds received pursuant to RSA 198:40-a, the department of education shall distribute a total kindergarten grant, pursuant to RSA 198:40-a, for the remaining 1/2 of each average daily membership not counted under RSA 198:40-a to each school district or chartered public school that operates an approved full-day kindergarten program. If the amount of revenue raised through keno is insufficient to fully fund the distribution of grants under this section, the revenue shall be prorated proportionally based on entitlement among the districts entitled to a grant. The prorated portion of this grant shall not be less than the per pupil amount disbursed under paragraph I(b).



(b) Grants shall be disbursed to a school district pursuant to the distribution schedule in RSA 198:42 and to a chartered public school pursuant to the distribution schedule in RSA 194-B:11, I(c).

(c) The amount necessary to fund the grants under this paragraph is hereby appropriated to the department from the education trust fund. The governor is authorized to draw a warrant from the education trust fund to satisfy the state's obligation under this section.

229:5 Applicability. Kindergarten grants pursuant to RSA 198:48-c as inserted by section 4 of this act shall not be disbursed before July 1, 2018.

229:6 Effective Date. This act shall take effect July 1, 2017.

Approved: July 12, 2017

Effective Date: July 01, 2017



## Department Heads Monthly Reports to the Town Council and Town Administrator

### Police Department

#### Activity

Newmarket Police 3 year comparable statistics for month of June.

	<u>2017</u>	<u>2016</u>	<u>2015</u>
Total calls for service	1601	1525	1505
Motor vehicle stops	352	313	227
Arrests	23	16	25
Offense reports	32	24	22
M/V accidents	10	9	8
Parking tickets	31	22	27
Drug Overdoses	2	1	0
Alarms	22	16	10
Unattended death/Suicide	0	3	1

During the month of May, the Newmarket Police Dispatch Center documented 1,601 calls for service. We have investigated 53 criminal complaints that require active investigations in 32 of the complaints. These criminal complaints include offenses such as simple assault, domestic violence, aggravated felonious sexual assault, sexual assault, burglary, theft from vehicles, theft by deception, criminal mischief, possession of drugs, disorderly conduct, driving under the influence of alcohol or drugs, aggravated driving while intoxicated, child neglect, false fire alarm, reckless conduct, dog a menace and several bench warrant investigations. We investigated no unattended deaths and or suicides. Numerous motor vehicle complaints were also investigated. In June, patrol officers conducted 352 motor vehicle stops which led to arrests for charges such as driving while intoxicated, possession of drugs and driving with suspended/revoked driver's licenses and persons who were deemed habitual offender status. Officers conducted a number of welfare checks. The patrol division issued 31 parking tickets.

## **Personnel**

On June 20<sup>th</sup>, the police department interviewed 10 applicants for the open position of Public Safety Dispatcher. The group of 10 who had applied and were interviewed were narrowed down to 2 finalists. On June 22<sup>nd</sup> I personally interviewed the two finalist. One of the finalists was offered a conditional offer of employment and is currently undergoing an extensive background investigation. Once the background investigation is completed, they will be required to submit to a polygraph examination. Once everything has been completed, I will make my recommendation to the Town Administrator. Once hired, the new dispatcher will undergo 12 weeks of training with a field training dispatcher.

I reported to you last month that we had one employee who was out of work due to a work related injury. I am pleased to report that this employee has returned to light duty status. It is my hope that the employee's status will change to full duty status over the next several weeks.

On June 1<sup>st</sup>, the New Hampshire Chiefs of Police Association held its bi-annual training conference in Concord NH. This year, Detective Scott Kukesh was one of the events guest speakers. Detective Kukesh has been teaching officer survival to the police academy recruit classes for several years now. I have been told by several Chiefs who attended the training that Detective Kukesh puts on an outstanding class. We are extremely proud of Detective Kukesh's accomplishments and his willingness to share his story of survival with other law enforcement officers.

I received a letter of appreciation from a citizen who conducted a ride-along with Sergeant Greg Jordan.

I have completed written evaluations for all non-union employees and have submitted them to the Town Administrator. I met with these employees to review their evaluations. We have also completed written evaluations on all members of the collective bargaining unit and have reviewed the evaluations with them.

## **Parking Violations**

As reported earlier in this report, patrol officers issued 31 parking tickets during the month of June.

## **Motor Vehicle Accidents**



During the month of May, we responded to 10 motor vehicle accidents.

### **Fleet**

All cars in the fleet are in good working order and are continuously maintained by the officers as well as Auto Excellence. Officers are consistently washing and keeping the interior of these vehicles clean. Patrol Sergeants conduct routine inspections of the vehicles to ensure we are keeping up with our professional image.

I have been notified by Grappone Ford that our new police cruiser was scheduled to be built on June 26<sup>th</sup>. The cruiser is scheduled to arrive at Grappone around July 21<sup>st</sup>.

### **Police Station Maintenance:**

The Department of Buildings and Grounds have done a fantastic job keeping up with the floors and overall image of the facility.

We have updated our process for "temporary storage of property". These items consist of non-evidentiary items such as lost or found property. We have added a bank of temporary storage lockers within the building to allow a better system for securing the temporary property as well as access for the purpose of returning the property. This new system appears to be working very well.

### **Drug related issues**

During the month of June we responded to two drug related overdoses. One of these overdoses was the result of heroin/opiate type drug.

I am pleased to report the following statistics for Heroin/Opiate related overdoses and deaths since the inception of the Newmarket Alliance for Substance Abuse Prevention (N-ASAP);

**2015- 45 Overdoses with 4 deaths resulting**

**2016- 22 Overdoses with 2 deaths resulting**

**2017- 7 Overdoses with 1 death resulting (thus far)**

Officers still continue to seize illegal drugs as well as drug related paraphernalia throughout the course of their duty.

I have consistently added the foregoing paragraph in my last few reports as I feel that it is important for anyone reading this report to understand the philosophy this agency has relative to this epidemic.

The police department's culture with regards to the opiate epidemic has evolved from "arrest and incarcerate" to "intervene and assist with recovery" when it comes to individuals who are addicted to opiates. It is my personal and professional belief that we cannot arrest our way out of this epidemic. Even if we tried that route, the cost to the taxpayers would be astronomical. Furthermore, the county jails and the state prison could not house all arrested "users". With that being said, we will NOT tolerate anyone who sells, distributes or dispenses any of this poison that is in our community. If anyone is caught selling, distributing or dispensing narcotics we will prosecute them to the fullest extent of the law.

We continue to be involved with Newmarket's Alliance for Substance Abuse Prevention as well as Safe Harbor Recovery Center in Portsmouth. We have had much success in getting a number of individuals the assistance they need to deal with substance misuse.

#### **Miscellaneous**

We have applied for a grant through the Bulletproof Partnership in which we would be reimbursed 50% of the total cost to purchase bulletproof vests for our officers. If approved, vests purchased as recent as April 1, 2017 would be reimbursable under this grant. The total amount of the grant could be as high as \$8,000. According to the majority of manufactures on the bullet proof vest market, Kevlar begins to break down over time and should be replaced every 5 to 6 years. Bullet proof vests are measured to fit the individual officer's size and physical stature.

The Newmarket ASAP in conjunction with the Police Department is planning a community event to be held on August 12<sup>th</sup> from 5:00 PM to 8:00 PM. This event has been named "NEWMARKET NIGHT OUT" and will be held at the Newmarket Community Center and ball fields. This event focuses on drug prevention awareness as well as an opportunity to strengthen neighborhood spirit and police-community partnerships. We plan to have local musicians perform live music for entertainment, a three point shootout, food and drinks (non-alcoholic) as well as other activities for children of all ages. More information will be forthcoming.

Lt. Richard Beaudet will be speaking to the town council during its July 19<sup>th</sup> meeting regarding the event entitled Newmarket Night Out. Lt. Beaudet along with several other community members have worked extremely hard to see that this event is a successful community event that will hopefully become a yearly event.



**Fiscal Year 2017 Budget:**

We have completed fiscal year 2016-2017. We were well within our projected budget. We expended 89.2% of the 2016-2017 operating budget. Early figures show that the police department will be returning approximately \$142,592.00 to the general fund. Approximately \$110,000.00 of this money is in the salaries line items. Fiscal responsibility coupled with open vacancies within the department contributed to non-expenditure of this money.

Police	<u>FISCAL YEAR 2017</u>				
	Budget	MTD Transactions	YTD Transactions	Balance Year	% Spent
	1,322,707.00	148,389.48	1,204,209.95	118,497.05	91%
	<u>FISCAL YEAR 2016</u>				
	Budget	MTD Transactions	YTD Transactions	Balance Year	% Spent
	1,308,012.00	136,095.52	1,240,653.80	67,358.20	95%

## **Fire and Rescue Department**

- For the month of June the department responded to 97 calls for service; of those 54 were medical calls, transporting 46 patients to area hospitals. The ambulance responded to Newfields for five medical calls, transporting three patients; and Durham once, transporting one patient. The ladder responded to Durham for station coverage and Lee for a building fire. The tanker responded to Stratham for station coverage. The mobile command truck responded to Hampton for a SERT incident.
- I am in the process of getting quotes to replace the boat we have with a proper rescue boat. The current boat is not safe or adequate to perform rescues.
- I'm very pleased to report that I nominated several individuals for a Merit Award to the New Hampshire Fire and Emergency Medical Services Committee for a severe MVA that occurred last October. These individuals were chosen to receive awards for their action in saving the life of an 18 year old male that was severely injured and trapped in his vehicle after striking a very large tree on North Main Street. This ceremony will be in Concord, NH on September 25th at 6:30 pm. The individuals are Captain Doug Hamilton, Lt. Mark Pelczar, Lt. Ken Kao, Lt. Brian Smith, AEMT Garrett Thompson and Firefighter Brian Shipmann. There will also be some individuals from Durham Fire and Exeter Hospital ALS recognized for this incident that I also nominated.
- The department is currently in the process of obtaining a HEARTSafe Community designation for the town. The HEARTSafe Community was created to increase the rate of survival for out of hospital cardiac arrest by promoting CPR/AED education and awareness. The goal is to create a healthier and safer community for all. These classes have started and attendance has been very good.
- Obtaining a HEARTSafe Designation is a community-wide effort involving CPR/AED classes, AED placement, and coordination with local schools. We are in the final stages of obtaining a designation and need the community's help. We are trying to increase the number of community members trained in CPR and AED use. To achieve our goal we are hosting free classes this summer at the fire station. The classes are all scheduled to begin at 5:30 pm on June 26<sup>th</sup>, July 10<sup>th</sup>, and August 14<sup>th</sup>. All people need to do to sign up is contact the department at (603) 659-3334 or email Garrett Thompson at gthompson594@gmail.com

### **FIRE**

<b><u>FISCAL YEAR 2017</u></b>					
<b>Budget</b>	<b>MTD Transactions</b>	<b>YTD Transactions</b>	<b>Balance Year</b>	<b>% Spent</b>	
358,762.00	35,991.71	347,220.55	11,541.45	97%	

<b><u>FISCAL YEAR 2016</u></b>					
<b>Budget</b>	<b>MTD Transactions</b>	<b>YTD Transactions</b>	<b>Balance Year</b>	<b>% Spent</b>	



334,185.00	33,330.76	360,792.93	-26,607.93	108%
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# Newmarket Fire & Rescue

Newmarket, NH

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## Incident Detail for Aid Given and Received for Incident Type Range for Date Range

Incident Type Range: 100 - 911 | StartDate: 06/01/2017 | EndDate: 06/30/2017

INCIDENT DATE	INCIDENT #	ADDRESS	INCIDENT TYPE	SHIFT
<b>AID TYPE: Automatic aid given</b>				
06/13/2017	2017-509	Angell RD	111 - Building fire	1 - Station 1

Percentage of Total Incidents: 0.98%

<b>AID TYPE: Mutual aid given</b>				
06/08/2017	2017-490	Newmarket rd @ railroad tracks	322 - Motor vehicle accident with injuries	1 - Station 1
06/08/2017	2017-493	728 Lafayette RD	551 - Assist police or other governmental agency	1 - Station 1
06/19/2017	2017-528	25 Worthen RD	321 - EMS call, excluding vehicle accident with injury	1 - Station 1
06/22/2017	2017-541	2 Winnicut	571 - Cover assignment, standby, moveup	1 - Station 1
06/30/2017	2017-569	323 Portsmouth AVE	321 - EMS call, excluding vehicle accident with injury	1 - Station 1

Percentage of Total Incidents: 4.90%

<b>AID TYPE: Mutual aid received</b>				
06/19/2017	2017-527	17 Gordon AVE	611 - Dispatched & cancelled en route	1 - Station 1
06/21/2017	2017-535	9 Grant RD	321 - EMS call, excluding vehicle accident with injury	1 - Station 1
06/24/2017	2017-549	16 Hersey LN	321 - EMS call, excluding vehicle accident with injury	1 - Station 1

Percentage of Total Incidents: 2.94%

<b>AID TYPE: Other aid given</b>				
06/01/2017	2017-470	280 Exeter RD RD	900 - Special type of incident, other	1 - Station 1

Percentage of Total Incidents: 0.98%

Displays all incidents with aid given or received, and excludes incidents with neither. Percentages calculated from total number of incidents for parameters provided. Only REVIEWED incidents included.



**EMERGENCY REPORTING**

emergencyreporting.com  
Doc Id: 952  
Page # 1



# Newmarket Fire & Rescue

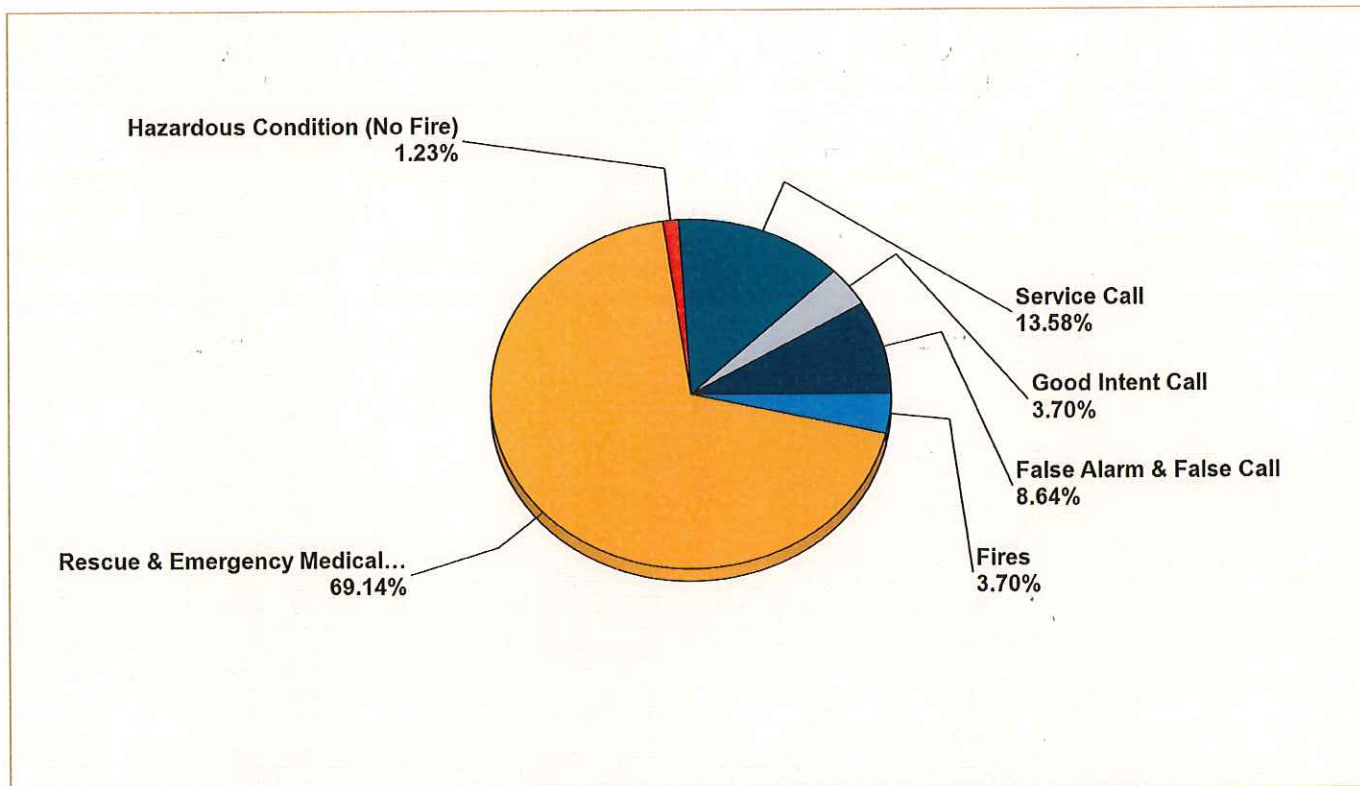
Newmarket, NH

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## Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 06/01/2016 | End Date: 06/30/2016



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	3	3.70%
Rescue & Emergency Medical Service	56	69.14%
Hazardous Condition (No Fire)	1	1.23%
Service Call	11	13.58%
Good Intent Call	3	3.70%
False Alarm & False Call	7	8.64%
<b>TOTAL</b>	<b>81</b>	<b>100.00%</b>

Only REVIEWED incidents included. Summary results for a major incident type are not displayed if the count is zero.

Detailed Breakdown by Incident Type		
INCIDENT TYPE	# INCIDENTS	% of TOTAL
114 - Chimney or flue fire, confined to chimney or flue	1	1.23%
151 - Outside rubbish, trash or waste fire	1	1.23%
160 - Special outside fire, other	1	1.23%
321 - EMS call, excluding vehicle accident with injury	52	64.20%
322 - Motor vehicle accident with injuries	3	3.70%
324 - Motor vehicle accident with no injuries.	1	1.23%
400 - Hazardous condition, other	1	1.23%
511 - Lock-out	1	1.23%
512 - Ring or jewelry removal	1	1.23%
520 - Water problem, other	1	1.23%
551 - Assist police or other governmental agency	1	1.23%
554 - Assist invalid	3	3.70%
571 - Cover assignment, standby, moveup	4	4.94%
600 - Good intent call, other	1	1.23%
611 - Dispatched & cancelled en route	2	2.47%
700 - False alarm or false call, other	2	2.47%
730 - System malfunction, other	1	1.23%
733 - Smoke detector activation due to malfunction	1	1.23%
745 - Alarm system activation, no fire - unintentional	3	3.70%
<b>TOTAL INCIDENTS:</b>	<b>81</b>	<b>100.00%</b>

Only REVIEWED incidents included. Summary results for a major incident type are not displayed if the count is zero.



# Newmarket Fire & Rescue

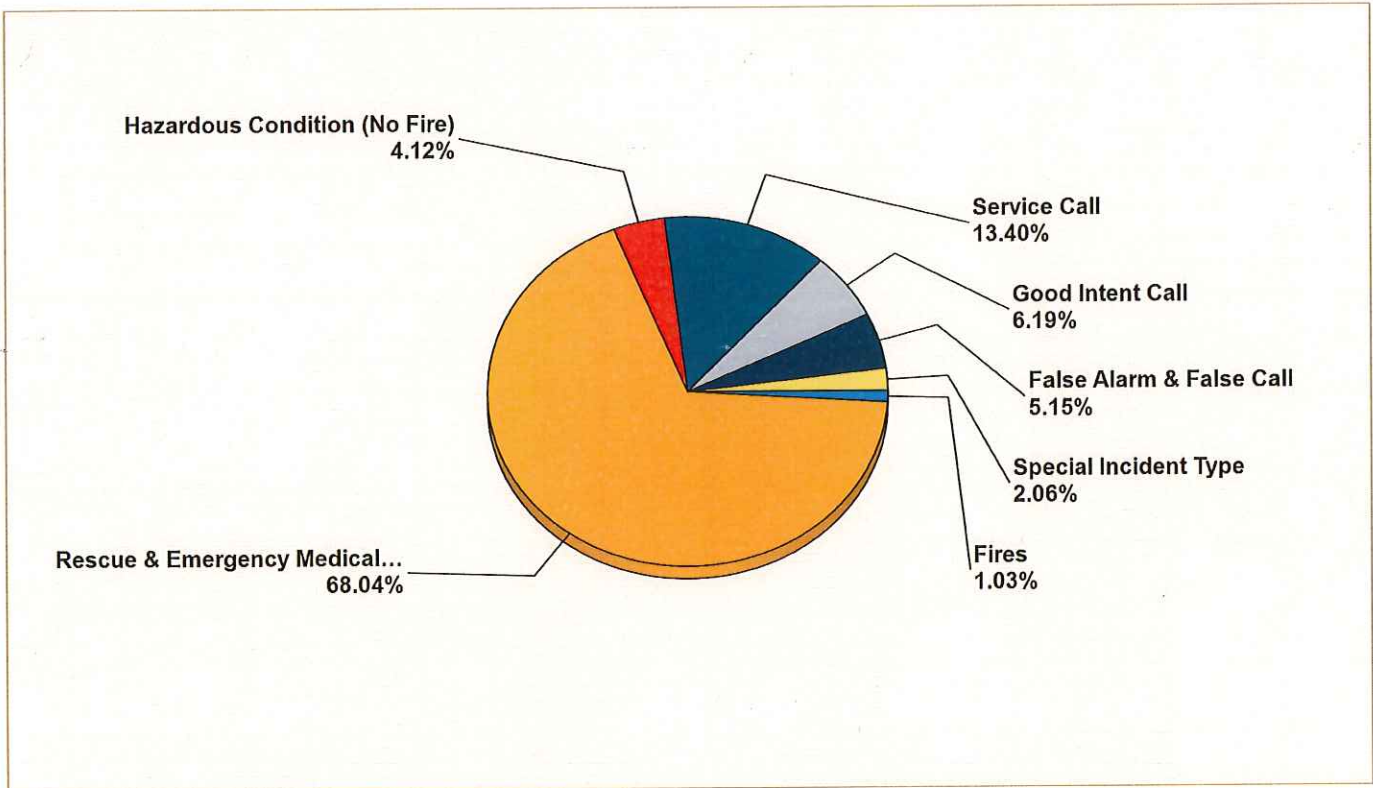
Newmarket, NH

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## Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 06/01/2017 | End Date: 06/30/2017



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	1	1.03%
Rescue & Emergency Medical Service	66	68.04%
Hazardous Condition (No Fire)	4	4.12%
Service Call	13	13.40%
Good Intent Call	6	6.19%
False Alarm & False Call	5	5.15%
Special Incident Type	2	2.06%
<b>TOTAL</b>	<b>97</b>	<b>100.00%</b>

Only REVIEWED incidents included. Summary results for a major incident type are not displayed if the count is zero.

### Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
111 - Building fire	1	1.03%
300 - Rescue, EMS incident, other	2	2.06%
311 - Medical assist, assist EMS crew	1	1.03%
320 - Emergency medical service, other	4	4.12%
321 - EMS call, excluding vehicle accident with injury	54	55.67%
322 - Motor vehicle accident with injuries	2	2.06%
323 - Motor vehicle/pedestrian accident (MV Ped)	1	1.03%
324 - Motor vehicle accident with no injuries.	2	2.06%
411 - Gasoline or other flammable liquid spill	1	1.03%
412 - Gas leak (natural gas or LPG)	1	1.03%
413 - Oil or other combustible liquid spill	1	1.03%
445 - Arcing, shorted electrical equipment	1	1.03%
500 - Service Call, other	1	1.03%
511 - Lock-out	2	2.06%
520 - Water problem, other	1	1.03%
551 - Assist police or other governmental agency	1	1.03%
554 - Assist invalid	6	6.19%
571 - Cover assignment, standby, moveup	2	2.06%
600 - Good intent call, other	2	2.06%
611 - Dispatched & cancelled en route	3	3.09%
622 - No incident found on arrival at dispatch address	1	1.03%
700 - False alarm or false call, other	1	1.03%
711 - Municipal alarm system, malicious false alarm	1	1.03%
736 - CO detector activation due to malfunction	2	2.06%
745 - Alarm system activation, no fire - unintentional	1	1.03%
900 - Special type of incident, other	2	2.06%
<b>TOTAL INCIDENTS:</b>	<b>97</b>	<b>100.00%</b>

Only REVIEWED incidents included. Summary results for a major incident type are not displayed if the count is zero.



# Newmarket Fire & Rescue

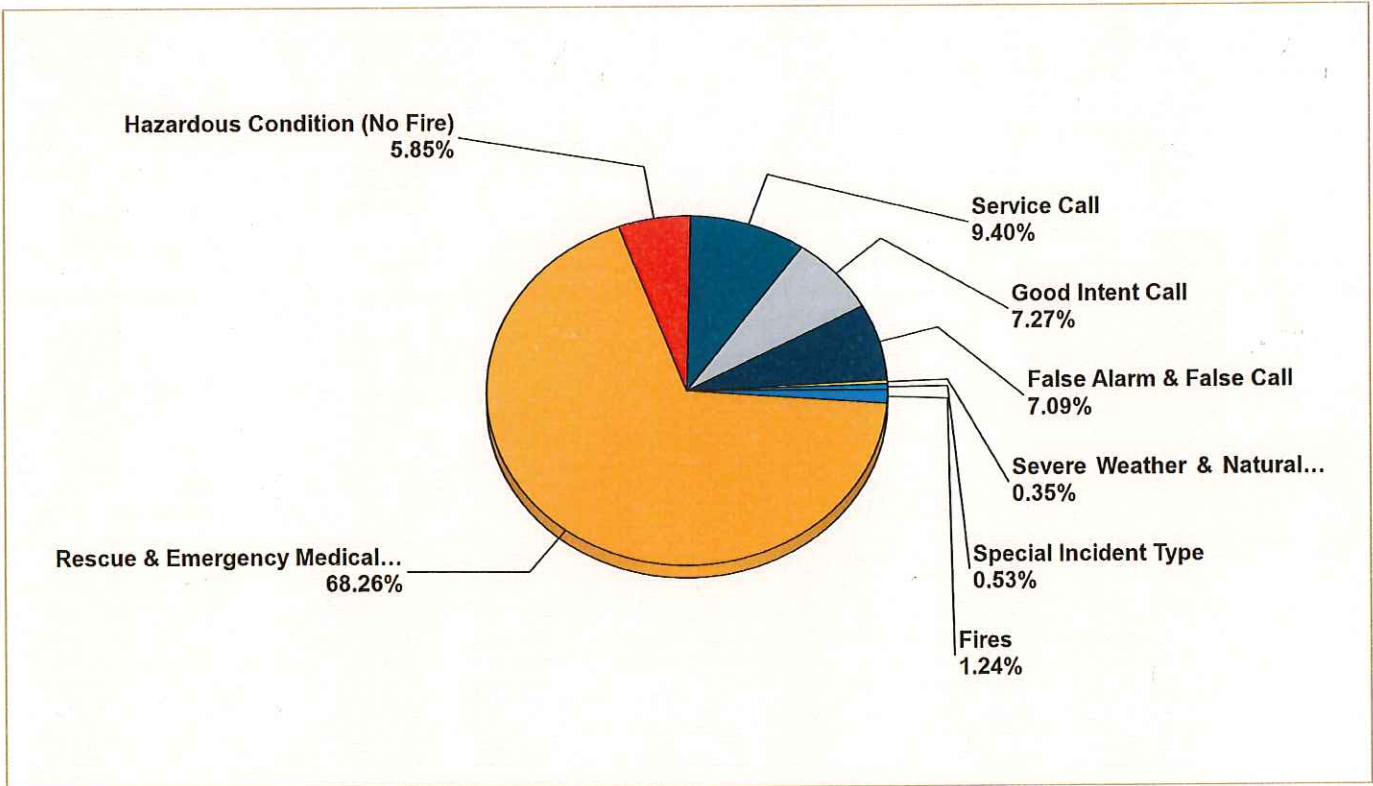
Newmarket, NH

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## Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 01/01/2017 | End Date: 06/30/2017



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	7	1.24%
Rescue & Emergency Medical Service	385	68.26%
Hazardous Condition (No Fire)	33	5.85%
Service Call	53	9.40%
Good Intent Call	41	7.27%
False Alarm & False Call	40	7.09%
Severe Weather & Natural Disaster	2	0.35%
Special Incident Type	3	0.53%
<b>TOTAL</b>	<b>564</b>	<b>100.00%</b>

Only REVIEWED incidents included. Summary results for a major incident type are not displayed if the count is zero.



Detailed Breakdown by Incident Type		
INCIDENT TYPE	# INCIDENTS	% of TOTAL
100 - Fire, other	1	0.18%
111 - Building fire	2	0.35%
113 - Cooking fire, confined to container	3	0.53%
142 - Brush or brush-and-grass mixture fire	1	0.18%
300 - Rescue, EMS incident, other	6	1.06%
311 - Medical assist, assist EMS crew	2	0.35%
320 - Emergency medical service, other	8	1.42%
321 - EMS call, excluding vehicle accident with injury	340	60.28%
322 - Motor vehicle accident with injuries	10	1.77%
323 - Motor vehicle/pedestrian accident (MV Ped)	2	0.35%
324 - Motor vehicle accident with no injuries.	14	2.48%
355 - Confined space rescue	1	0.18%
360 - Water & ice-related rescue, other	1	0.18%
381 - Rescue or EMS standby	1	0.18%
400 - Hazardous condition, other	2	0.35%
410 - Combustible/flammable gas/liquid condition, other	1	0.18%
411 - Gasoline or other flammable liquid spill	1	0.18%
412 - Gas leak (natural gas or LPG)	3	0.53%
413 - Oil or other combustible liquid spill	3	0.53%
424 - Carbon monoxide incident	7	1.24%
440 - Electrical wiring/equipment problem, other	2	0.35%
444 - Power line down	10	1.77%
445 - Arcing, shorted electrical equipment	4	0.71%
500 - Service Call, other	4	0.71%
511 - Lock-out	6	1.06%
520 - Water problem, other	1	0.18%
522 - Water or steam leak	2	0.35%
531 - Smoke or odor removal	2	0.35%
551 - Assist police or other governmental agency	10	1.77%
553 - Public service	2	0.35%
554 - Assist invalid	18	3.19%
561 - Unauthorized burning	1	0.18%
571 - Cover assignment, standby, moveup	7	1.24%
600 - Good intent call, other	8	1.42%
611 - Dispatched & cancelled en route	26	4.61%
622 - No incident found on arrival at dispatch address	3	0.53%
631 - Authorized controlled burning	1	0.18%
651 - Smoke scare, odor of smoke	3	0.53%
700 - False alarm or false call, other	6	1.06%
711 - Municipal alarm system, malicious false alarm	1	0.18%
713 - Telephone, malicious false alarm	1	0.18%
731 - Sprinkler activation due to malfunction	1	0.18%
733 - Smoke detector activation due to malfunction	7	1.24%
735 - Alarm system sounded due to malfunction	2	0.35%
736 - CO detector activation due to malfunction	4	0.71%
743 - Smoke detector activation, no fire - unintentional	3	0.53%
745 - Alarm system activation, no fire - unintentional	11	1.95%
746 - Carbon monoxide detector activation, no CO	4	0.71%
813 - Wind storm, tornado/hurricane assessment	1	0.18%
814 - Lightning strike (no fire)	1	0.18%
900 - Special type of incident, other	2	0.35%
911 - Citizen complaint	1	0.18%
<b>TOTAL INCIDENTS:</b>	<b>564</b>	<b>100.00%</b>

Only REVIEWED incidents included. Summary results for a major incident type are not displayed if the count is zero.



## **Public Works Department**

The finish course of asphalt was completed on Ash Swamp Road. The shoulders will be graveled in the near future. Bell and Flynn of Stratham, NH has been awarded the contract for fiscal year 17-18. The work on New Road and Beech Street Extension will be completed in late July and early August. The municipal parking lot on Bay Road will also be repaired sometime in August.

There was a culvert on Smith Garrison that failed and needed to be replaced. There is also a culvert on Dame Road that is failing and will need to be replaced when the new fiscal year begins. The roadside mowing has begun.

The New Road Drainage Project is at 80 percent design. The permitting process is starting to move along and we have a verbal approval of the new outfall. Underwood will continue to work with DES on the permitting process and final design. There is no new information for this project at this time.

Crews have started painting all the crosswalks and parking lots. This work will all be completed in July.

Target Construction has been back in town making repairs to the crosswalks and addressing issues on the punch list. We are very hopeful that this work will be all completed in July and the project will get closed out.

The North Main Street project being completed by NHDOT is progressing well. This project will be ongoing until November. There is nothing new to report other than to expect more delays as the crews get going. The NHDOT has requested that the contractor have no lane closures after 4 pm to reduce interruptions to traffic.

As of July 1<sup>st</sup> Gerry Hamel retired from the Town of Newmarket Highway Department. Gerry served us as an Equipment Operator and Foreman for the past five years. We are in the process of finding a replacement. We wish Gerry well in his retirement.

### **DPW ADMIN**

	<b><u>FISCAL YEAR 2017</u></b>				
	<b>Budget</b>	<b>MTD Transactions</b>	<b>YTD Transactions</b>	<b>Balance Year</b>	<b>% Spent</b>
	427,516.00	49,852.16	462,292.20	-34,776.20	108%

	<b><u>FISCAL YEAR 2016</u></b>				
	<b>Budget</b>	<b>MTD Transactions</b>	<b>YTD Transactions</b>	<b>Balance Year</b>	<b>% Spent</b>

417,347.00	43,010.49	399,613.70	17,733.30	96%
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**ROADS &  
SIDEWALKS**

**FISCAL YEAR 2017**

Budget	MTD Transactions	YTD Transactions	Balance Year	% Spent
330,970.00	5,743.13	249,973.17	80,996.83	76%

**FISCAL YEAR 2016**

Budget	MTD Transactions	YTD Transactions	Balance Year	% Spent
386,570.00	32,960.77	292,508.86	94,061.14	76%

**STREET  
LIGHTS**

**FISCAL YEAR 2017**

Budget	MTD Transactions	YTD Transactions	Balance Year	% Spent
49,000.00	6,400.36	48,078.01	921.99	98%

**FISCAL YEAR 2016**

Budget	MTD Transactions	YTD Transactions	Balance Year	% Spent
46,250.00	6,507.73	49,639.05	-3,389.05	107%

**BUILDINGS  
& GROUNDS**

**FISCAL YEAR 2017**

Budget	MTD Transactions	YTD Transactions	Balance Year	% Spent
482,233.00	34,718.53	445,990.28	36,242.72	92%

**FISCAL YEAR 2016**

Budget	MTD Transactions	YTD Transactions	Balance Year	% Spent
468,202.00	47,885.04	466,712.20	1,489.80	100%

**CEMETERIES**

**FISCAL YEAR 2017**

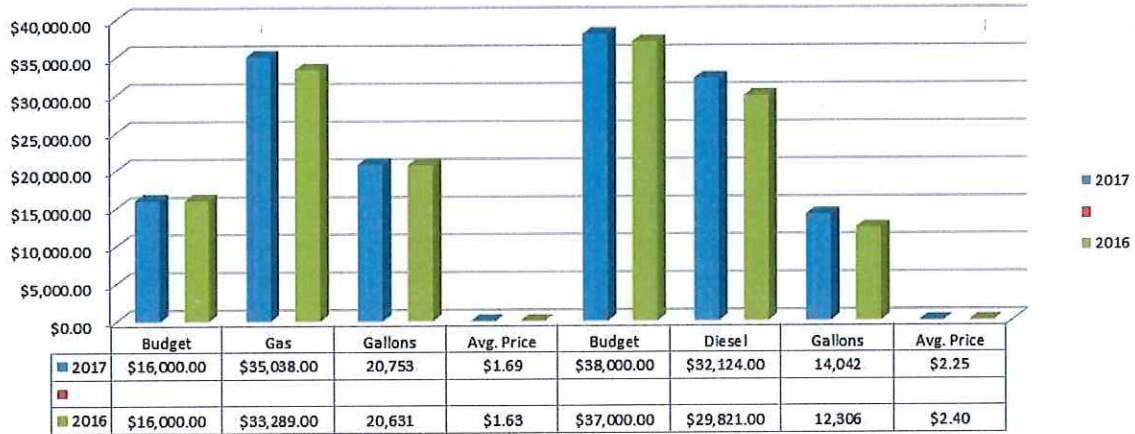
Budget	MTD Transactions	YTD Transactions	Balance Year	% Spent
37,253.00	2,068.16	26,296.65	10,956.35	71%

**FISCAL YEAR 2016**

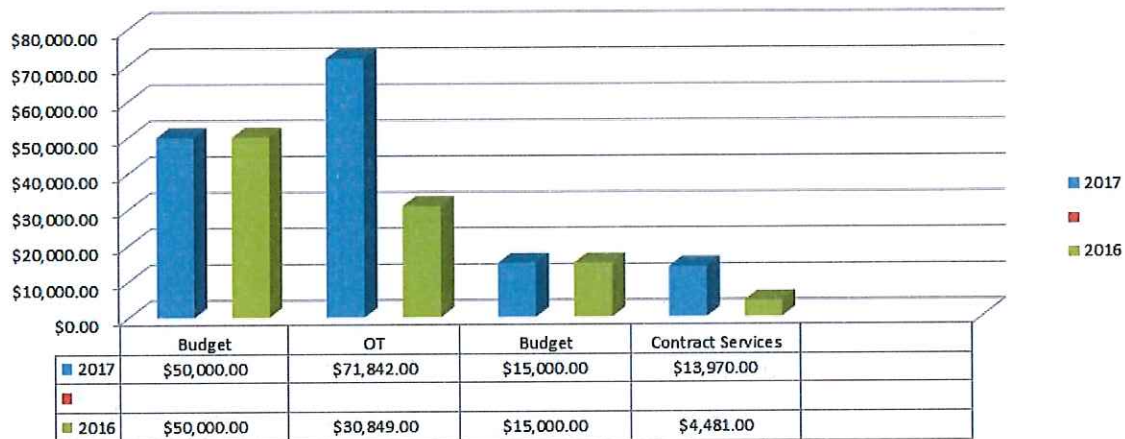
Budget	MTD Transactions	YTD Transactions	Balance Year	% Spent
36,963.00	3,086.21	27,634.32	9,328.68	75%



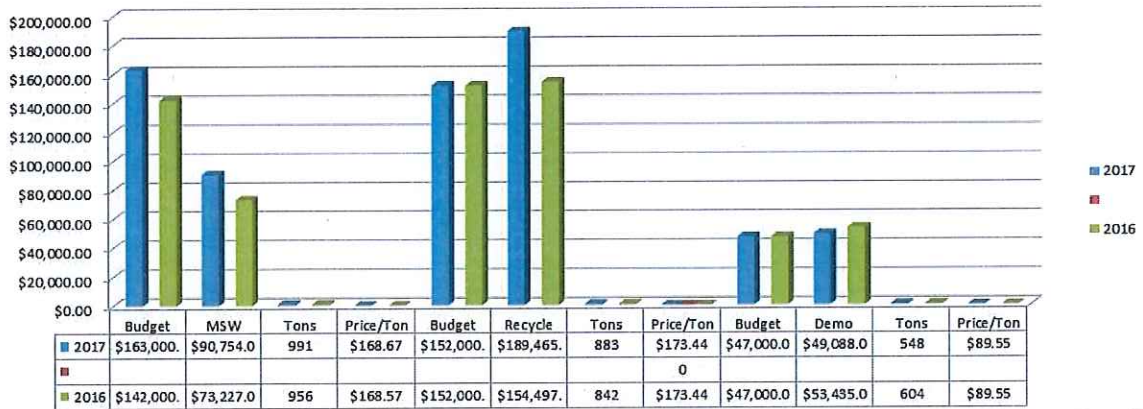
### Public Works Department YTD Gas/Diesel



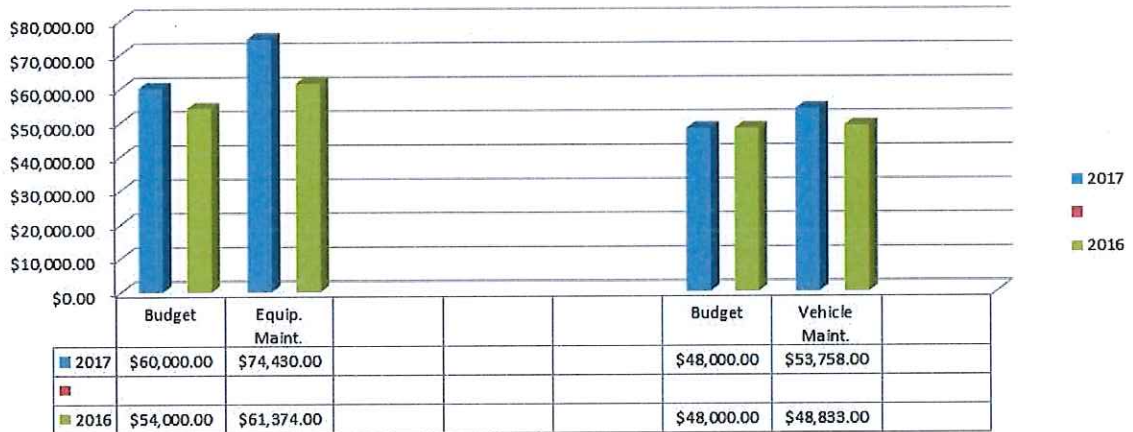
### Public Works Department YTD Overtime/Contract Services



**Public Works Department  
YTD Solid Waste**

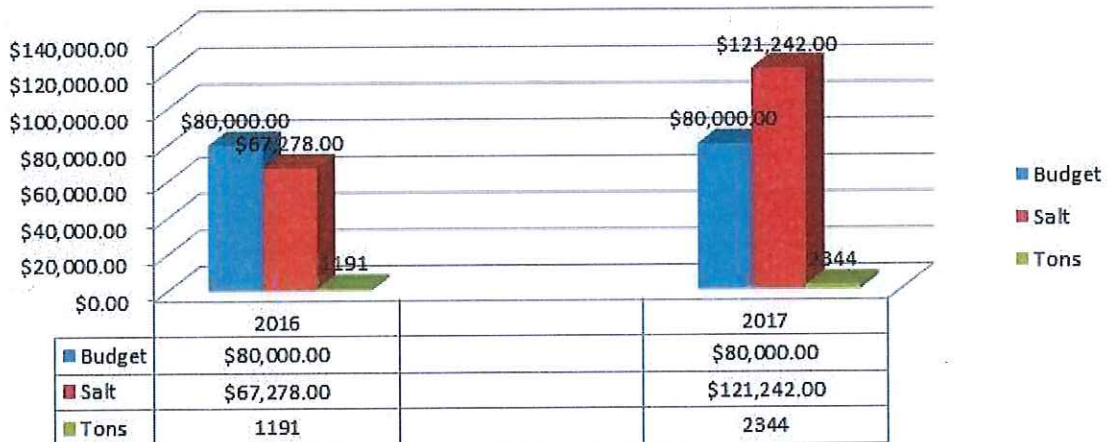


**Public Works Department  
YTD Equipment/Vehicle Maintenance**





# Public Works Department YTD Salt



## **Facilities Report**

The Facilities Department has hit the ground running with several Town and School based projects.

The Newmarket Senior Citizen Center has been transferred to the Town and will be operated by Community Services. The building has had a complete survey conducted with a good overall results for general condition and operation.



We have contracted with Dude Solutions for our new facility service reporting system called Maintenance Edge. The new system will allow us to track, assign, dispatch service requests throughout the Town and Schools; additionally, it will also allow us to create detailed reporting of all services. As we continue to build on the platform it will assist the Town and Schools create long term life cycle analysis of our building.

Electricity, fuel oil, and propane bidding is in progress: we have contracted with Competitive Energy to conduct bidding services as well as providing us with consumption analysis, market trending, and long term energy buying services. Competitive Energy has been able to demonstrate cost reduction in purchasing by grouping other clients into the buying packages.

The first steps in surveying Town Hall has started with roof and masonry inspections. The entire facility inspection takes several days to conduct and will result in a detailed report on the condition, life cycle, and Capital Improvement plan with priorities being assigned.

On the School side we are heavily involved in the design process for the additions and renovation projects. All roofs have been surveyed for the schools and a detail condition report has been completed. Additionally we have and Request for Proposal for Geotechnical survey at the schools and Request for Qualifications for Environmental Investigation Services to identify any potential concerns that may need to be addressed during the construction phases. We were able to work with Public Works to do regrading part of the roadway behind the elementary school to help deal with potholes.

The Building and Grounds crews continue to do regular maintenance and ground care throughout the town. The School based custodial staff have started the summer cleaning program in all school facilities.



## Environmental Services Department System Report

Sewer Warrants			
	2015-2016	2016-2017	Delta
July	\$98,339	\$0	-\$98,339
August	\$272,817	\$384,266	\$111,449
September	\$120,486	\$0	-\$120,486
October	\$127,163	\$0	-\$127,163
November	\$127,895	\$399,886	\$271,991
December	\$129,479	\$0	-\$129,479
January	\$116,641	\$0	-\$116,641
February	\$145,029	\$399,315	\$254,287
March	\$108,513	\$0	-\$108,513
April	\$116,214	\$0	-\$116,214
May	\$122,305	\$380,016	\$257,711
June	\$0	\$0	\$0

1,484,880    1,563,484    78,604

Wastewater Treatment Plant Flows			
	2015-2016	2016-2017	Delta
July	84,0013,00	12,434,000	-650,000
August	12,915,000	12,449,000	-466,000
September	11,413,000	13,327,000	1,914,000
October	11,894,000	14,859,000	2,965,000
November	14,339,000	14,039,000	-300,000
December	18,113,000	15,826,000	-2,287,000
January	19,018,000	17,730,000	-1,288,000
February	20,150,000	15,854,000	-4,296,000
March	22,800,000	19,050,000	-3,750,000
April	19,649,000	24,200,900	4,551,900
May	15,790,000	17,667,000	1,877,000
June	13,283,000	11,027,000	2,256,000

192,488,000    188,462,900    -3,985,100

The Chart below is for average sewer consumption and the cost for users for the 2016 calendar year. For example, the average single unit used 35,900 gallons of water for sewer during the 2016 calendar year. The cost per quarter for 35,900 gallons is \$122.56, and a total cost of \$490.22 for the year. The results are from customers that receive both water and sewer and customers that receive sewer only. For example, houses in the downtown area have both water and sewer service and the Moody Point area receive sewer service only.

Average Sewer Consumption and Cost for the 2016 Calendar Year			
	Gallons per unit	Cost per quarter	Cost per Year
Single Units	35,900	\$122.56	\$490.22

Multi Units	28,000	\$96.91	\$387.63
Mixed Units	32,500	\$111.52	\$446.07
Commercial	65,200	\$217.68	\$870.73

#### Collection System

In June, The Department has used its camera to video and evaluates the Spring Street gravity sewer main.

#### Primary Digester:

The Environmental Services Department was able to reduce the sludge volume from 120,000 gallons to approximately 8,000 gallons of sludge before the pump could not pump any more to the dewatering press. We have scheduled a company to come in and remove the remaining sludge from the digester. I estimate the cost to be under \$8,000 to clean out the remaining solids from the digester.

#### Primary Clarifier

We had to take a primary clarifier offline. We were having clogging issues with the primary clarifier sludge line. Department personnel emptied the clarifier and cleaned out the sump and sludge line with the Vac-truck.

#### Secondary Clarifier Drive Mechanism

The secondary clarifier drive mechanism failed. Department personnel emptied and cleaned the clarifier so the equipment could be properly inspected. It was determined that it was not worth fixing, due that the new process would be starting up soon and the clarifier would no longer be needed. The Clarifier is no longer in service.

#### Construction:

The project completion date is July 30, 2017. The treatment process should start-up by July. The process start-up will require some seed material from another activated sludge plant. It will also take a significant effort to test and calibrate the pumps, probes, and monitoring equipment. Town personnel has and will continue to receive training on the new process and equipment.

#### Water and Sewer Buildout Study

The Water and Sewer Buildout Study is complete. The study will be put on the Town website.

#### Water Shutoffs

The Water and Sewer Department has sent out 422 water shutoff notices that gave customers 20 additional days to pay their past due water and sewer bills. The 422 accounts owed approximately \$164,000. We have currently 11 accounts that did not pay their past due water and sewer bills. The total outstanding is \$3,100. The Department will be shutting the 11 accounts off.



Monthly Operations Report															
Newmarket WPCF															
Permit # NH00100196															
June-2017															
	Inf. Flow	Eff. Flow MGD			BOD		TSS		Nitrogen	PH		Fecal	Enter	Chlorine Residual	
	MGD	Min	Max	Total	Inf.	Eff.	Inf.	Eff.		Inf.	Eff.	Colif.	ococci	Max	Min
1	.4660	.10	1.3	.4490						7.8	7.1	25	26	0.00	0.00
2	.4590	.13	1.3	.4250		31		27	39	7.8	7.0	6	81	0.00	0.00
3	.4700	.00	0.0	.4240						7.7	7.2	4	40	0.00	0.00
4	.4390	.10	1.3	.4330						7.7	7.1	5	23	0.00	0.00
5	.4890	.20	1.3	.4210						7.8	7.0	<2	85	0.00	0.00
6	.7080	.30	2.0	.6740	227	26	284	25	35	7.8	7.3	2	29	1.79	0.00
7	.6470	.20	1.9	.6660	282	26	275	26	33	7.4	6.8	10	74	0.00	0.00
8	.5720	.18	1.5	.5570						7.4	7.1	9	37	0.00	0.00
9	.5080	.01	1.3	.4670						7.7	7.2	6	68	0.00	0.00
10	.5100	.09	1.2	.4320						7.5	7.0	42	19	0.00	0.00
11	.5400	.05	1.2	.4310						7.5	7.0	4	16	0.00	0.00
12	.4820	.00	1.1	.3790						7.1	6.9	7	82	0.00	0.00
13	.4510	.00	1.6	.3440		31		39	29	7.7	7.0	17	146	0.00	0.00
14	.4400	.03	1.1	.3650		33		32	32	7.6	7.1	27	108	0.00	0.00
15	.4210	.10	1.0	.3560						7.8	7.2	30	56	0.00	0.00
16	.4510	.04	1.2	.3620						7.6	7.0	25	36	0.00	0.00
17	.4560	.01	1.1	.3500						7.5	7.2	1	17	0.59	0.00
18	.4160	.00	1.1	.3640						7.5	7.0	12	32	0.00	0.00
19	.4300	.05	1.3	.3860						7.5	6.9	2	33	0.00	0.00
20	.3920	.00	1.2	.4900		37		32	41	7.7	7.1	4	17	0.74	0.00
21	.4200	.00	1.4	.3600		36		40	40	7.6	7.1	25	206	0.00	0.00
22	.4000	.00	1.0	.2760						7.1	7.2	<2	54	0.00	0.00
23	.3840	.00	1.1	.3100						7.7	6.9	<2	15	0.00	0.00
24	.3660	.00	1.1	.2950						7.0	7.1	2	12	0.00	0.00
25	.4090	.00	1.0	.3110						7.3	7.2	8	5	0.00	0.00
26	.3540	.00	1.2	.3330						7.2	7.0	15	36	0.00	0.00
27	.3850	.00	1.2	.3220		35		31	38	7.8	7.1	8	76	0.00	0.00
28	.3660	.00	1.2	.2910		27		28	39	7.7	7.1	30	30	0.00	0.00
29	.3610	.00	1.2	.2710						7.7	7.3	6	12	1.08	0.00
30	.4430	.02	1.5	.3830						7.6	7.1	23	6	0.00	0.00

Average Wastewater Flow Discharged: 0.3876 Million Gallons/Day  
 Biochemical Oxygen Demand (BOD) Removal: 88%  
 Total Suspended Solids (TSS) Removal: 89%  
 Total Nitrogen (TN) Average Discharge: 36.2 mg/L

Water Warrants			
	2015-2016	2016-2017	
July	\$50,978	\$0	-\$50,978
August	\$167,770	\$213,115	\$45,345
September	\$76,398	\$0	-\$76,398
October	\$77,996	\$0	-\$77,996
November	\$72,058	\$218,662	\$146,604
December	\$69,813	\$0	-\$69,813
January	\$62,745	\$0	-\$62,745
February	\$75,535	\$197,059	\$121,523
March	\$57,998	\$0	-\$57,998
April	\$62,158	\$0	-\$62,158
May	\$65,315	\$187,140	\$121,825
June	\$0	\$0	\$0

838,764      815,975      -\$22,789

Water Pumped from Wells			
	2015-2016	2016-2017	
July	12,948,650	13,546,800	598,150
August	12,753,450	13,142,700	389,250
September	11,204,000	11,273,100	69,100
October	10,771,304	10,416,000	-355,304
November	10,317,296	10,059,904	-257,392
December	10,042,000	10,059,904	17,904
January	11,442,500	10,689,914	-752,586
February	10,907,900	9,467,106	-1,440,794
March	12,103,900	10,768,291	-1,335,609
April	12,375,300	10,144,255	-2,231,045
May	13,355,420	10,862,343	-2,493,077
June	12,761,960	11,315,013	1,446,947

140,983,680      131,745,330      -9,238,350

The Chart below is for average water consumption and the cost for users for the 2016 calendar year. For example, the average single unit used 37,700 gallons of water for sewer during the 2016 calendar year. The cost per quarter for 37,700 gallons is \$59.41, and a total cost of \$237.63 for the year. The results are from customers that receive both water and sewer and customers that receive sewer only. For example, houses in the downtown area have both water and sewer service and the Wadleighfalls area receives water service only.

Average Sewer Consumption and Cost for the 2016 Calendar Year			
	Gallons per unit	Cost per quarter	Cost per Year
Single Units	37,700	\$59.41	\$237.63
Multi Units	28,300	\$46.09	\$184.37
Mixed Units	32,200	\$51.62	\$206.47



Commercial	83,274	\$123.97	\$495.89
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June 2017 Well Pumping Totals							
Date	Bennett		Sewall		Mac Well		
	Hrs	Gallons	Hrs	Gallons	Hrs	Gallons	Total
6/1/2017	7.71	64,559	7.72	96,794	7.50	136,300	297,653
6/2/2017	10.6	89,084	10.6	133,431	10.40	187,800	410,315
6/3/2017	8.36	70,915	8.36	105,434	8.10	150,600	326,949
6/4/2017	11.32	94,767	11.32	141,880	11.00	200,100	436,747
6/5/2017	7.68	64,305	7.69	96,223	7.50	135,800	296,328
6/6/2017	10.11	84,516	10.15	127,009	9.80	178,600	390,124
6/7/2017	7.83	65,553	7.78	97,727	7.60	137,600	300,881
6/8/2017	10.76	90,010	10.76	134,660	10.40	189,700	414,371
6/9/2017	8.87	74,508	8.87	111,762	8.70	157,700	343,970
6/10/2017	10.75	90,300	10.75	135,450	10.40	190,000	415,750
6/11/2017	11.34	94,952	11.34	142,409	11.20	202,200	439,561
6/12/2017	9.94	83,287	9.94	124,818	9.70	176,800	384,905
6/13/2017	11.44	95,698	11.43	143,020	11.10	202,000	440,719
6/14/2017	9.11	76,306	9.12	114,324	8.90	162,000	352,630
6/15/2017	10.6	88,652	10.6	132,766	10.30	186,900	408,318
6/16/2017	8.25	68,806	8.3	103,780	7.90	144,800	317,387

6/17/2017	10.2	85,512	10.15	127,354	10.00	180,900	393,766
6/18/2017	9.27	77,581	9.26	116,218	9.00	164,500	358,299
6/19/2017	10.6	88,720	10.61	132,765	10.30	187,000	408,485
6/20/2017	9.89	82,631	9.95	124,535	9.60	174,700	381,866
6/21/2017	8.79	73,658	8.73	109,680	8.50	155,200	338,537
6/22/2017	13.13	109,927	13.13	164,490	8.90	161,100	435,517
6/23/2017	8.17	68,628	8.17	102,942	7.90	144,000	315,570
6/24/2017	10.76	90,384	10.76	135,576	10.50	190700	416,660
6/25/2017	9.51	79,642	9.51	119,387	9.30	169,000	368,028
6/26/2017	10.88	91,027	10.88	136,276	10.50	191,800	419,103
6/27/2017	8.84	73,983	8.83	110,128	7.70	139,800	323,912
6/28/2017	10.76	90,009	10.76	134,840	10.50	182,000	406,849
6/29/2017	10.19	85,221	10.26	128,490	10.00	180,300	394,011
6/30/2017	9.73	82,069	9.73	122,133	9.10	173,600	377,802
Total	295.39	2,475,210	295.46	3,706,303	282.30	5,133,500	11,315,013

AVG. Day	9.85	82,507	9.85	123,543	9.41	171,117	377,167
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# **WATER**

## **FISCAL YEAR 2017**

Budget	MTD Transactions	YTD Transactions	Balance Year	% Spent
932,813.00	53,805.86	827,913.19	104,899.81	89%

## **FISCAL YEAR 2016**

Budget	MTD Transactions	YTD Transactions	Balance Year	% Spent
947,051.00	40,541.60	823,658.00	123,393.00	87%

# **SEWER**

## **FISCAL YEAR 2017**

Budget	MTD Transactions	YTD Transactions	Balance Year	% Spent
1,177,968.00	78,121.35	1,024,131.52	153,836.48	87%

## **FISCAL YEAR 2016**

<b>Budget</b>	<b>MTD Transactions</b>	<b>YTD Transactions</b>	<b>Balance Year</b>	<b>% Spent</b>
1,101,437.00	80,113.71	963,055.86	138,381.14	87%



## Information Technology

1. Installed a new security camera at the Police Dept. This went pretty well, and I am just now finalizing the setup so it does everything we need it to do. We have one very slow PC in Dispatch, and I am trying to figure out how we can replace it as every attempt to make it more useful has failed.
2. The Channel 13 area has been getting a lot of attention from me lately. Obviously, we have some equipment that is not working properly (sound quality has been a bit muddy). I have also purchased some new wireless microphones that we can try out in various scenarios and see if they are better than the ones we used to have. Our station manager Tim Cremen did a great job recording the High School graduation and it is now available on Town Hall Streams.
3. I am continuing to push our vendor at the Recreation Dept on the new security camera system. This has been an enormous time sink, but one that should yield real tangible benefits once they get it working. The problem is not on our end, but does require us to test with them until we get it working.
4. I am working on streamlining our data backup systems. They currently report to me in a confusing array of emails and system alerts. A cleaner way to tabulate all of this will help insure we have good solid backups that can be used in the event of a disaster recovery event.
5. We installed a "Citizen PC" at the Senior Center that was a castoff from the Recreation Dept. It is pretty impressive how much use it is getting!
6. We are looking at a new Channel 13 Live Streaming solution, that will hopefully be more intuitive and provide better sound and graphics than our current solution.
7. Tim is looking at making the whole Channel 13 recording easier and better. Part of his plan involves the acquisition of some "remote broadcasting" hardware, which both the Town and School could make use of. We have been working with the School on ways to keep the costs down, as well as figuring out how this will integrate into what we have now.
8. I continue to work on making wireless access better in the Town Hall. Being a very old building with lots of tin ceilings and wires everywhere, wireless signals don't seem to have much range. I am testing other options and trying to keep what we currently have working.
9. The amount of routine daily issues continues to keep me busy, and with a new budget season, there has not been much time to plan for important projects that can yield real results. I expect the daily stuff to slow down soon and be able to get back to real projects!
10. We have the new SCADA line installed at the new Wastewater Plant so we should be able to get going on that soon. Still moving forward on the new Accounting software.

**IT**

**FISCAL YEAR 2017**

<b>Budget</b>	<b>MTD Transactions</b>	<b>YTD Transactions</b>	<b>Balance Year</b>	<b>% Spent</b>
135,558.00	10,012.27	137,336.45	-1,778.45	101%

**FISCAL YEAR 2016**

<b>Budget</b>	<b>MTD Transactions</b>	<b>YTD Transactions</b>	<b>Balance Year</b>	<b>% Spent</b>
131,752.00	9,578.76	126,662.84	5,089.16	96%

## Office of Building Safety, Health and Zoning Compliance

### Previous Month Activities

Permits Issued		Revenue	Notes
Building	14	\$3108	
Electrical	6	\$115	4 Paid With Building Permits
Plumbing	4	\$120	2 Paid With Building Permits
Mechanical	5	\$145	3 Paid With Building Permits
<b>Total</b>	22	<b>\$3488</b>	

### Additional Activities

- Conducted 58 regular construction inspections
- Investigated and took action on two trash complaints and one zoning complaint
- Attended Strafford Metropolitan Planning Organization Technical Advisory Committee Meeting. This group focuses on long range transportation planning needs.
- Continued meetings with Conservation Commission regarding erosion and retaining wall failure at Schanda Park and Boat Ramp. A portion of the retaining wall fell into the river since our last meeting. We included Phil MacDonald of Underwood Engineers in our last meeting. Mr MacDonald suggested immediate action including blocking public access to the area the wall is failing.
- Notified area Realtors that their signs are no longer permitted on the public right of way in compliance with Reed V. Gilbert, AZ ruling
- Worked with Public Works to display "Welcome to Newmarket" banners

#### **BUILDING INSPECTION**

#### **FISCAL YEAR 2017**

Budget	MTD Transactions	YTD Transactions	Balance Year	% Spent
69,755.00	7,755.09	71,014.50	-1,259.50	102%

#### **FISCAL YEAR 2015**

Budget	MTD Transactions	YTD Transactions	Balance Year	% Spent
67,253.00	7,219.04	70,348.98	-3,095.98	105%



## Town Clerk - Tax Collector

### TAXES

Total Committed 2017	\$9,457,540	Tax 1
Total Collected thru 6/30/17	\$6,967,645	Principal

### TAX LIENS

	2016 Liens	2015 Liens	2014 Liens
	<u>(Deed 2019)</u>	<u>(Deed 2018)</u>	<u>(Deed 2017)</u>
Property Tax Amount Liened	209,621	196,946	209,291
W/S Amount Liened	0	66,195	71,925
# Properties Liened	69	93	111
Uncollected thru 6/30/17	148,608	125,802	8,994

### WATER & SEWER (1/1 THRU 6/30/17)

	<u>2017</u>	<u>2016</u>
Water Billed	387,841	326,795
Sewer Billed	784,406	612,655
Uncollected thru 6/30/17	40,383	61,398

### TOWN CLERK REVENUE (7/1/16 thru 6/30/17)

	<u>Year End</u> <u>6/30/17</u>	<u>Year End</u> <u>6/30/16</u>	
Motor Vehicle (MV)	1,518,360	1,438,992	5.52% increase
Town "non-MV"	146,639	135,052	8.58% increase
State NH (MV, Vitals, Boats, Dogs)	525,803	526,252	0.09% decrease

- Motor vehicles still on the upswing
- Daily activity steady
- Dog Licenses Due April 30th
  - Approx 1300 dogs total; 1249 licensed as of June 30th
- 2014 Deed Date: June 8, 2017
  - 1 parcel deeded - R3-11-B
- 2017 First Issue Property Tax Due July 6, 2017
  - 74% collected as of June 30th

**TOWN  
CLERK**

**FISCAL YEAR 2017**

<b>Budget</b>	<b>MTD Transactions</b>	<b>YTD Transactions</b>	<b>Balance Year</b>	<b>% Spent</b>
176,442.00	18,992.90	171,112.89	5,329.11	97%

**FISCAL YEAR 2015**

<b>Budget</b>	<b>MTD Transactions</b>	<b>YTD Transactions</b>	<b>Balance Year</b>	<b>% Spent</b>
162,270.00	19,463.07	167,932.88	-5,662.88	103%

## **Planning Department**

### **Planning Board Activities**

#### ***Status of approved applications of the Planning Board:***

**Rockingham Golf, LLC (a.k.a. Chinburg Builders, Inc.)** is developing a residential open space design subdivision, involving 52 house lots, at the site of the Rockingham Country Club at 200 Exeter Road. The development, "Rockingham Green", envisions the existing golf course, to remain open to the public, and the adjacent wetlands to be preserved as open space. Construction activity has moved along expeditiously at the site. Road construction is nearly complete with only the overlay to be completed. A performance guarantee has been posted in the amount of \$106,000 to assure final completion of the road and all related infrastructure improvements. The developer has received Certificates of Occupancy (COs) for thirty-four (34) homes in the development. Nine (9) homes have building permits open and are currently under construction. The subdivision is over 65% built-out.

**Newmarket Industrial Park Lot 6, LLC/Shearwater Investment Corporation** – The owners of the Industrial Park have recently purchased parcels which front on Route 108 in order to create two new industrial sites. The conceptual plan includes a revision to the site plan which was previously approved by the Planning Board at 2 Forbes Road. Instead of a 24,000 square foot addition, they are proposing a 12,000 square foot expansion. Also, the plan involves the development of two new industrial buildings and associated parking. As part of this project, the intersection of Forbes Road and Route 108 will be improved with a right turn lane and larger turning radii which will be coordinated with the NH Department of Transportation (DOT). The project is still under final review by the NH DOT, however, agreement has been reached between the Developer and State with respect to widening the Route 108 roadway which should appreciably improve safety at the intersection. The project received conditional approval at the November 15, 2016 Planning Board meeting. The Planning Board on May 9, 2017 agreed to extend the time frame for complying with the conditions of approval for another six (6) months. Although the project has received conceptual approval from the NH DOT, the formal Driveway Permit has yet to be issued.

**Hayden Place** - Residential Open Space Development at 74 Bald Hill Road being developed by Chinburg Builders, Inc. The Planning Board approved a special use permit for this project in 2014. The project involves the construction of ten (10) single family homes and 650 feet of roadway at the foot of Bald Hill with the adjacent lands preserved in perpetuity as open space. The twenty-one (21) acre open space tract has been conveyed to the Southeast Land Trust (SELT) which will maintain and act as stewards of the conservation land. Road construction has proceeded expeditiously with only the final overlay to be completed. A performance guarantee has been posted to assure the completion of road work to allow the issuance of



building permits for the remaining houses. Certificates of occupancy for the first six (6) homes have been issued and a building permit has been issued for another home in the development which are under construction. The subdivision is over 60% built-out.

**Jarib M. Sanderson** – Robin Realty Newmarket Trust/Tuck Realty Corporation filed an application for a Special Use Permit for a residential open space design subdivision involving 11 lots at 36 Dame Road, Tax Map U2, Lot 297, and Bay Road, Tax Map U2, Lot 320, both in the R1 Zone. The special use permit was conditionally approved by the Planning Board at its July 12, 2016 meeting following a site walk and review by the Technical Review Committee (TRC) of the Planning Board. A more detailed subdivision application was submitted in the August and was conditionally approved at the November 15, 2016 Planning Board meeting. The staff has completed negotiations regarding the development agreement. The plans were signed, pre-construction conference and construction was started during the week of April 10, 2017. The project is slightly behind schedule, as all work was to be completed by June 2, 2017. Blasting and ledge removal work which was to be done by mid-May has been extended until June 9. The site has been cleared and grubbed as of this point. Silt fencing has been satisfactorily installed yet the construction entrance remains inadequate and while the RCP culvert has been installed, the inlet has not been found. The contractor is working to address these items.

**Zoning Board of Adjustment** – There were no Zoning Board of Adjustment applications in May 2017.

**Future Land Use Plan and Zoning Changes** – At its November 15, 2016 meeting, the Planning Board prioritized action items for implementing the recommendations of the Future Land Use Chapter. The top priority is to bring forward zoning changes for both the Continuing Care Retirement Community (CCRC) and Assisted Living Overlay District (ALO) that have been recommended by the Economic Development Committee (EDC). The Planning Board subcommittee met on December 7, 2016, January 4, February 3, and April 6, 2017 and to review reference materials related these housing concepts and other zoning changes. A hearing was scheduled on May 9 on changes for economic development involving a new assisted housing overlay district and signage regulations. The New Road assisted housing overlay district ordinance was forwarded to the Zoning Subcommittee for further revisions at the June 13, 2017 Planning Board meeting. The signage regulations were advanced to the Town Council for consideration. The Town Council had a second reading and public hearing on the signage regulations at its meeting on June 21, 2017 and the revised signage regulations were approved unanimously and go into effect immediately. The Zoning Subcommittee met on Thursday, July 6, 2017 and made modifications to the proposed New Road overlay proposal to reflect an interest in limiting the uses to low impact uses such as nursing homes, skilled nursing facilities

and memory care units. It is expected the Planning Board will review, discuss and fine-tune these modifications in a work session at the August Planning Board meeting.

**FEMA Floodplain Maps and Ordinances-** The Federal Emergency Management Agency (FEMA) has sent the Town new Flood Insurance Rate Maps (FIRM). Whenever new maps are produced, communities, such as Newmarket, which are participating in the National Flood Insurance Program, are required to have ordinances in place which are compliant with federal regulations. The NH Office of Energy and Planning (OEP) has conducted a compliance review of our regulations and forwarded recommendations for updating our regulations. The Planning Board will need to make amendments to the zoning, subdivision and site review regulations to assure Newmarket's continued eligibility in the program. We have received word from the NH OEP that there has been an appeal regarding the new flood plain maps. The deadline for adopting new maps and revising ordinances has been postponed until sometime in 2017. Copies of the new floodplain maps are available for public viewing in the Planning Office and have been posted on the Town's website. The Planning Board has set up a subcommittee to work with the Town Planner on these amendments for consideration at a future Planning Board meeting.

## **Special Projects**

**Route 108 Pedestrian Crossings:** At its May 4, 2016 meeting the Town Council authorized the Town Administrator to enter into a contract with Target Construction to complete the Downtown Pedestrian Crossing Improvement project. A copy of the engineering report and the most recent plans can be viewed electronically on the Town's website at [www.newmarketnh.gov](http://www.newmarketnh.gov). The RRFB (Rapid Reflecting Flashing Beacons) at the crosswalks for improved pedestrian safety have been installed. Milling and paving work is complete and other pedestrian signs have been installed. As of December 9, 2016 the project was "substantially complete". A construction coordination meeting was held on Wednesday, June 14, 2017 with the project team. During the week of June 26, 2017 to June 30, 2017, the Contractor completed several punch list items, including the resetting of pavers, and the repair of paver depression in the crosswalk in front of the Big Bean. We continue to coordinate with the Contractor as to when the pavement marking subcontractor will return to complete striping and markings and to correct an issue with sidewalk ramp and curb flushing in another location. The NH DOT and Town has been waiting for some items to be addressed by the contractor regarding the verification of subcontractor payments and payroll certifications, before the project can be closed out.



**Macallen Dam Feasibility Study:** At the 2015 Town Meeting, funding in the amount in \$50,000, was approved for the Macallen Dam Capital Reserve Fund. The Town issued a Request for Proposal (RFP) for engineering services which will look at the current stability of the dam as well as the option of raising the abutments in order to meet requirements to pass the 100 year flood. Engineering proposals from three (3) firms were received on October 2015. Awarding the contract for the stability analysis was placed on hold, while follow-up work on the hydraulic calculations was completed. The Town's consultant, Gomez and Sullivan (G&S), put together a technical memorandum regarding the design flows associated with increasing the capacity of the dam, which is one of the outstanding items in the NH DES Letter of Deficiency. The Town now has a more refined model in place to evaluate various dam modifications and repairs including increasing the height of the abutment walls to meet the required design flows. With the new model, the 100 year design flow is 9,824 cfs, with a water surface elevation of 33.61 feet at the dam with the gates closed.

At a June meeting with NH DES, it was clarified that if the Town just focuses on improvements to the abutment walls, a stability analysis would only have to be completed on that aspect of the dam and not the entire dam structure which would result in reduced costs for the Town. Also, the breach analysis would not have to be re-done. The final draft of the summary report, including an updated model, was submitted by G & S to the Committee in July and has been approved by the New Hampshire Department of Environmental Services.

The Macallen Dam Study Committee had sought to clarify this issue before issuing a new Request for Proposals (RFP) for engineering services. The new RFP will have a more narrow focus than what was originally proposed to address raising the abutment walls adjacent to the Dam, as potential solution to the design capacity issue. The NH Dam Bureau has recommended that the new stability analysis look at multi wall heights in the event a higher wall will be needed in the future and that the condition of the right abutment wall be studied if any walls or earthened structures are going to be placed on them. The Committee met on June 8, 2017 to interview the three (3) firms which presented proposals. The Committee ranked the proposals and interviews of the three (3) firms and negotiated a contract with the highest ranking consultant, GZA consulting engineers. It is anticipated that the Town Administrator will be authorized to enter into a contract with GZA at the July 19, 2017 Town Council meeting.

**MS4 Program** - Planning staff continues to monitor progress with respect to the MS4 program by attending the Seacoast Stormwater Coalition Meetings. The Coalition has organized a program to assist communities in the region with meeting the minimum NPDES permit requirements to help minimize costs and prevent the duplication of services at the local level for work tasks such as outreach, the bulk purchase of water quality monitoring equipment and shared contracting for laboratory work. Newmarket will be participating in this effort to help



prepare the Town for the MS4 program. On January 18, 2017 EPA authorized the much-debated and highly anticipated General Permits for Stormwater Discharges from Small Municipal Separate Storm Sewer Systems (MS4s) for New Hampshire. The effective date of the permits is July 1, 2018, which gives Newmarket more time than expected for setting up the program and for budget planning. Meanwhile, at the Town Council meeting on May 3, the Town Council vote unanimously to join the efforts of the NH Stormwater Coalition to appeal the MS4 permit that was issued by the Environmental Protection Agency (EPA).

**Groundwater Modeling Project** - There was a special presentation by the Strafford Regional Planning Commission (SRPC) at the June 13, 2017 Planning Board meeting on the results of a recently completed modeling study conducted in conjunction with the University of New Hampshire. The study is designed to identify existing and potential future location where public water systems may be vulnerable to sea-level rise impacts. The report also describes strategies to avoid and lessen the impacts of sea-level rise by increasing resiliency and educating the public about these measures. The results of the study were well-received by the Planning Board and it is hoped that further grants will be forthcoming to refine the study's conclusions.

**Stormwater Management Regulation Update** - The Town has received an \$8,000 grant from the Setting Sail Program, a NOAA Project of Special Merit, to update the Town's stormwater regulations that were developed in 2010. The new regulations will reflect state of the art thinking about stormwater and new technologies that have been developed for stormwater management. These new regulations will assist the Town in meeting requirements under the MS4 Program as well as provide more resiliency against coastal hazards, riverine flooding, and/or sea-level rise. There will be a kick-off meeting with the project partners, Strafford Regional Planning Commission, and the Newmarket Planning Board on Tuesday, July 11, 2017.

**Annual Tree Planting Ceremony** - The Town Planner, working in concert with new the Supervisor of Buildings and Grounds, coordinated a tree-planting ceremony with the "Linked Together "children. This year on June 20, Eversource, donated a flowering crab tree and assisted in the planting of the tree in front of the Town Hall. They also donated three (3) other flowering shrubs which will be located in front the Newmarket Library. A big thank you is owed to the very able volunteers from the Linked Together program, who helped with process.

**MRI Efficiency Report**—The Town Planner has been working with the Town Administrator toward implementing the recommendations of the report that pertain to Planning. These include looking at the feasibility of upgrading the Town's GIS technology, the updating and review of job descriptions in the Planning and Building Office, and possible expansion of staff and the shifting job responsibilities within the Department.

**PLANNING****FISCAL YEAR 2017**

<b>Budget</b>	<b>MTD Transactions</b>	<b>YTD Transactions</b>	<b>Balance Year</b>	<b>% Spent</b>
122,676.00	12,935.27	119,975.32	2,700.68	98%

**FISCAL YEAR 2016**

<b>Budget</b>	<b>MTD Transactions</b>	<b>YTD Transactions</b>	<b>Balance Year</b>	<b>% Spent</b>
129,153.00	12,479.76	114,697.89	14,455.11	89%

**Finance Department****Department's primary function:**

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

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

**Projects:**

- Finalizing efforts in support of employee open enrollment for all changes to benefit elections.
- Year-end Revenue and Expense results analysis, including any end of year accruals.
- Town Financial Audit has begun. Preliminary "Field Work" is underway with auditors returning in August. Internal Controls are under review including prior-year management letter recommendations to establish policies and procedures for both credit card and purchase order use.
- Preparing an annual review of the investment policy as required by law. Drafting a policy that can be used by both Town and School.
- Beginning work with the Trustees of the Trust to coordinate payout of scholarships.
- Ongoing discussions with Library Director and Trustees to review fund balances and year-end results.

### Economic Indicators

Final water and sewer bills are an indicator of real estate sales. The following are final water and sewer bills

Month	FY 17	FY 16	Increase/ (decrease)	% Increase/ (decrease)	FY 15	Increase/ (decrease)	% Increase/ (decrease)
July	17	22	(5)	-22.73%	15	7	46.67%
August	10	11	(1)	-9.09%	10	1	10.00%
September	8	12	(4)	-33.33%	12	-	0.00%
October	17	11	6	54.55%	10	1	10.00%
November	14	12	2	16.67%	3	9	300.00%
December	6	8	(2)	-25.00%	9	(1)	-11.11%
January	8	16	(8)	-50.00%	5	11	220.00%
February	7	10	(3)	-30.00%	7	3	42.86%
March	6	10	(4)	-40.00%	7	3	42.86%
April	9	7	2	28.57%	8	(1)	-12.50%
May	12	12	-	0.00%	14	(2)	-14.29%
June	12	17	(5)	-29.41%	19	(2)	-10.53%
Total	126	148	(22)	-14.86%	119	29	24.37%

month.

### MRI Report:

MRI identified two areas of improvement for the Finance Office with current updates follows:

1. "Paperless decentralized purchasing and invoice payment should continue to be a goal for the near future."

Update:

Draft RFP created and software implementation team meeting will be scheduled to review and then it will go out to bid in July with a Fall deadline to award the bid. .

2. "Consolidation of the Town and School finance/business operations. In the absence of a successful consolidation the outsourcing of the payroll function should be considered."

Update:

Ongoing balancing priorities between school and town. A backup plan for the payroll function in-house will be created.



**FINANCE**

Budget	<u>FISCAL YEAR 2017</u>		Balance Year	% Spent
	MTD Transactions	YTD Transactions		
206,844.00	24,223.55	198,826.20	8,017.80	96%

Budget	<u>FISCAL YEAR 2016</u>		Balance Year	% Spent
	MTD Transactions	YTD Transactions		
200,975.00	21,761.17	181,407.86	19,567.14	90%

**HUMAN  
RESOURC  
ES**

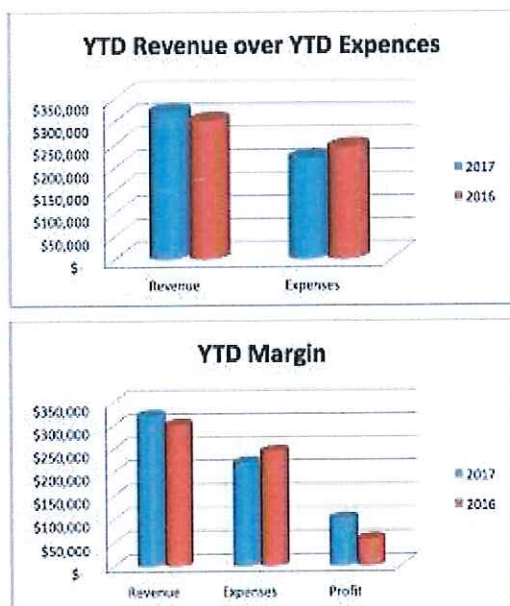
Budget	<u>FISCAL YEAR 2017</u>		Balance Year	% Spent
	MTD Transactions	YTD Transactions		
1,515,143.00	71,549.80	1,392,531.70	122,611.30	92%

Budget	<u>FISCAL YEAR 2016</u>		Balance Year	% Spent
	MTD Transactions	YTD Transactions		
1,371,879.00	114,794.21	1,353,034.63	18,844.37	99%

## Recreation Department

### **Recreation Fiscal Business Report:**

We are happy to announce that we ended the 2016/17 fiscal year in our *Revolving Account Revenue* with a record \$320,309 collected which equates to 132% of our forecasted revenue budget. We were ahead of last years end of fiscal year revolving account in revenue by \$19,848, which was at \$300,461.



It is estimated that the increase this year as compared to last year due to several factors one of which is the additional campers we took on this summer, as well as, increased sponsorship monies we received to offset programming and event costs. As this is the last revenue report of this fiscal year, it's important to note again that the revenue generated for the additional campers will be recorded in the 2016/17 fiscal year, whereas, the majority of expenses (i.e. general expenses, payroll, bus transportation, etc...) that will be incurred by adding these campers will be expended in the 2017/18 fiscal year's budget.

### **Revolving Account Expenditures:**

To date we have currently expended 94% of our \$243,433 budget, as compared to 103% spent of last year's budget of \$199,670 at this same time. For the most part all initial start-up expenses for Summer Camp expenses have been processed as of this report, however, expenses are ongoing during the summer and you will see a continuation of expenses being recorded in the next two months.

*General Fund Expenses* are LOWER YTD as compared to last year by \$28,963. This is a result of not having a full time position filled for several months.

### **Personnel Report:**

We "finally" were able to finalize all summer camp seasonal staff last month! We feel it's important to note that not only do we offer an affordable summer camp for our residents; but we are also an employer of many Newmarket residents during the summer. We hired over 35 seasonal staff members this summer, many of which are from and/or currently living in Newmarket. Eleven of those staff members started as campers and are currently and/or have now been groomed to be camp counselors. This summer we also have 3 summer camp administrators who work for the school during the year. We

are truly blessed to have such a supportive and employable community.

### **Recreation Community Events Report:**

In June we held our 28<sup>th</sup> Annual Fishing Derby. As announced last month for the first time in 28 years we shortened the length of the event by 2 hours. Although the weather wasn't as great as it could've been, we believe the new time frame increased participation overall. We received a lot of positive feedback from participants on the shortened day. It also made a huge difference regarding audience attendance during the awards ceremony. Again, this decision also cut payroll hours of town staff that usually needs to be there for the full event. Last Tuesday, July 11<sup>th</sup> we held our first Tuesday night of our *Annual Arts in the Park Summer Concert Series*, now in its 3<sup>rd</sup> year. You may have noticed the banners hanging alongside the new Town Banners downtown. We had a great showing for a first night concert which indicates that residents are now familiar with the day of the week and timeframe. If you are interested in what the summer concert series performance lineup is, the Rec FB page has event pages for each night. A community support "Shout Out" goes to Kennebunk Savings and the NBA (along with their members) for being signature sponsors of this summer's concert series.

As mentioned in the last month report, the Rec's next huge event will be our 2<sup>nd</sup> *Annual Lamprey River Splash & Dash* 3K & ½K Canoe, Kayak and Paddleboard Race which will be held on August 19<sup>th</sup> at Schanda Park! There is a themed Paddle Parade Palooza at this event as well – this year's theme is "*It's a Jungle Out there – Take a Paddle on the Wild Side*"! The Rec would be honored to have Town Council or Representative/s judge the best themed costume and paddle craft aspect during the Parade Palooza. Do we have any takers? J If you haven't already, we invite you to check out last year's event on You Tube listed under "Newmarket's Lamprey River Splash & Dash." We made the video last year to use as a Promo video this summer. Our hope is the event will help spread the word that the Town of Newmarket is a wonderful place to come for passive recreation adventures. By holding this event downtown it should also drive pedestrian traffic to our downtown businesses.

### **Recreation Programming Report**

As of writing this report, we are in full swing with our Summer Camp program which as you can imagine with over 300 children enrolled from ages 3 years to 14 years takes up the majority of our time in the summer. We will have plenty more to report on summer camp activities in next month's report. However, we have just one final fiscal comparison note regarding summer camp to mention and that is to keep in mind that all camp installment balances needed to be paid off by June 1<sup>st</sup> which is why you saw a final spike in revenue to end the fiscal year. At the same time, however, you also may have noticed a spike in expenditures as we were purchasing items for the summer program. June, July, and August are by far our busiest months in generating revenue and spending money to make money.

### **Sunrise Sunset Briefing**

We're getting many compliments on how beautiful the center looks this summer with our colorful



window boxes, thriving vegetable garden and the new Memorial garden space. We are so fortunate to have volunteer gardeners that plant, weed, water and harvest. We're already providing center members with salad greens, chard, peas and herbs. We're researching the continuation of the Memorial Garden project with the next phase being a brick walkway in which the bricks could be purchased and engraved. We're also happy to report that our new facilities director, Greg, has been hard at work getting quotes and information on replacing our two main entry doors.

This month our twelve member book group enjoyed a tea party at their meeting after reading a classic British novel. We all experienced the feel of English culture as we tasted a variety of teas and finger sandwiches along with pastries while discussing this month's book.

Tuesday Trivia had 16 participants in June. The players were challenged with categories such as Music in Movies, Monopoly, Summer Fun and their favorite, the picture round with a category of dog breeds. This multi-age group, ranging in ages from 50's into the 90's even includes a father/daughter pair that participates in this interactive game.

The June day trip offerings started with an excursion to Gloucester where we toured the Sleeper McCann house known as Beauport. This early 1900's expansive waterfront home boasts 46 rooms filled with a lifetime of collections. We had signed up for the Room by Room guided tour which led us through 26 of the rooms in order of how they were completed. This Historic New England registered home is a real treasure and everyone on the trip was fascinated by the architecture and design of this extraordinary landmark. Later in the month we traveled to Clinton, MA to the Russian Icon Museum where we were enlightened about Russian Icons and their place in Russian culture. We had an outstanding tour guide who shared the history about this extensive collection. We chose the perfect day to head to Wolfeboro and board the M/S Washington for a summer cruise on Lake Winnepesaukee. We were able to secure a second van & driver so that we had almost 30 people able to join us on this ideal summer outing complete with an ice-cream stop on the way home. We also headed to Hampton Beach to view the yearly sand sculpture competition. This early morning ride with a breakfast stop at Hoaty's in Hampton was a simple and much appreciated trip.

Cathy Beaudoin, Director of the Dover Public Library, joined us for our June Tuesday Talk. Cathy treated us to her *Cotton Mills of Dover: 125 Years of Manufacturing* presentation along with a power point slide show of historic pictures. We had 16 people in attendance, some of which grew up in Dover, and the audience found the subject matter on the mill history both interesting and similar to Newmarket's story.

Members of the Sunrise Center were treated twice this month to two free public relation events. The first was an ice-cream sundae buffet served here at the center from the Residence at Silver Square, a new assisted living facility coming to Dover in the next year. The Pines of Newmarket sent out an open invitation to our members for a Garden Party & Bingo event on a Thursday evening. Our members enjoyed both of these free social happenings.

**RECREATION****FISCAL YEAR 2017**

<b>Budget</b>	<b>MTD Transactions</b>	<b>YTD Transactions</b>	<b>Balance Year</b>	<b>% Spent</b>
200,322.00	21,341.78	188,570.72	11,751.28	94%

**FISCAL YEAR 2016**

<b>Budget</b>	<b>MTD Transactions</b>	<b>YTD Transactions</b>	<b>Balance Year</b>	<b>% Spent</b>
210,407.00	22,741.37	217,533.98	-7,126.98	103%

**RECREATION  
REVOLVING****FISCAL YEAR 2017**

<b>Budget</b>	<b>MTD Transactions</b>	<b>YTD Transactions</b>	<b>Balance Year</b>	<b>% Spent</b>
243,433.00	27,913.91	219,716.70	23,716.30	90%

**FISCAL YEAR 2016**

<b>Budget</b>	<b>MTD Transactions</b>	<b>YTD Transactions</b>	<b>Balance Year</b>	<b>% Spent</b>
199,670.00	47,918.17	243,496.12	-43,826.12	122%



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

**Resolution 2016/17 - 36**

**Authorizing the Town Administrator to Enter into an Agreement with GZA**  
**GeoEnvironmental, Inc. to Conduct a Stability Analysis and Design Conceptual Plans for**  
**Abutment Walls for the Macallen Dam**

WHEREAS: the State of New Hampshire Department of Environmental Services has issued a Letter of Deficiency for the Town-owned Macallen Dam located in downtown Newmarket and the Town of Newmarket is required to address the issues identified in the Letter of Deficiency.

WHEREAS: The Town Council in August 20, 2014 formed the Macallen Dam Study Committee to examine options for addressing the Town's Letter of Deficiency and to report back to the Town Council with a recommended course of action related to the removal, preservation or other possibilities for the Macallen Dam.

WHEREAS: The Town has issued a Request for Qualifications and Proposals for professional engineering services for a stability analysis and conceptual design with a focus of raising the abutment walls on either side of the dam as a solution to addressing the Letter of Deficiency.

WHEREAS: The Macallen Dam Advisory Committee interviewed three firms to provide Stability Analysis and Conceptual Design of Abutment Walls services for the Macallen Dam, and

WHEREAS: GZA submitted a proposal and was selected as the top ranking consultant in accordance with the Town's procurement requirements.

WHEREAS: The GZA proposal involves the following components:

Base Bid	\$35,000 (including Emergency Action Plan and Operation, Maintenance & Response Form Update)
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Optional Services:	Automation Analysis	\$ 4,000
	Subsurface Exploration	5, 000



Underwater Investigation	1,500
Hydraulic Analysis	<u>1,500</u>
	\$12,000

WHEREAS: The committee recommends hiring GZA GeoEnvironmental Inc. of Bedford NH to conduct this service.

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

The Town Council authorizes the Town Administrator to enter into an agreement with GZA GeoEnvironmental Inc. to conduct a stability analysis and conceptual design for abutment walls for the Macallen Dam in an amount not to exceed \$47,000 and to withdraw said amount from the previously established Macallen Dam Capital Reserve Fund.

*First Reading: June 21, 2017*

*Second Reading: July 19, 2017*

*Approval:*

Approved: \_\_\_\_\_  
Dale Pike, Chair 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:** June 14, 2017

**TITLE:** Resolution 2016/2017- 36

**PREPARED BY:** Diane Hardy, Director of Planning and Community Development

### **TOWN ADMINISTRATOR'S COMMENTS - RECOMMENDATION:**

I recommend passage of this resolution. *[Signature]*

**BACKGROUND/DISCUSSION:** The Town is required to address deficiencies related to the Macallen Dam, as the result of a Letter of Deficiency issued by the New Hampshire Department of Environmental Services. The Macallen Dam Study Committee has been exploring the feasibility of various options, one of which involves raising the abutment walls on either side of the dam to increase the design capacity of the dam. The Committee has issued a Request for Qualifications and Proposals to hire an engineering firm to assist in this evaluation. After receiving proposals and interviewing three (3) firms, the Committee is recommending the hiring of GZA GeoEnvironmental to conduct this work in an amount not to exceed \$47,000.

**FISCAL IMPACT:** The project will be funded by the Macallen Dam Capital Reserve Fund, which was set up in May 2007. The Town, through its Capital Improvement Process (CIP), has been setting aside funding annually since then specifically for the purpose of accumulating necessary funding for engineering and construction of improvements at the dam in order to satisfy the outstanding NH DES Letter of Deficiency. As of May 1, 2017, the capital reserve fund has a balance of \$126,341 dollars in order to finance these services. The result of this work will be conceptual design and cost estimates so the Town can proceed with final engineering, design and construction during the next FY 2018/2019 budget cycle.

**RECOMMENDATION:** Recommend that this be scheduled for a first reading on June 21, 2017 and approval following the second reading on July 19, 2017.

### **DOCUMENTS ATTACHED:**

1. Agreement for Professional Engineering Services between the Town of Newmarket and GZA GeoEnvironmental, Inc. for work related to the Macallen Dam: Stability Analysis and Conceptual Design of Abutment Walls. (To be provided as part of the July 19 Council Package)

STAFF REPORT

2. Professional Engineering Services, Macallen Dam: Stability Analysis and Conceptual Design of Abutment Walls, Revised Qualification Statements, Scope of Work and Cost Proposals, 4/26/2017
3. Bid Tabulation Spreadsheet
4. Letter of Deficiency to the Town of Newmarket from the New Hampshire Department of Environmental Services, dated September 27, 2010.





Wendy Chase &lt;wchase@newmarketnh.gov&gt;

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**FW: Newmarket Dam Project**

John J. Ratigan &lt;jratigan@dtclawyers.com&gt;

Wed, Jul 12, 2017 at 2:19 PM

To: "dhardy@newmarketnh.gov" &lt;dhardy@newmarketnh.gov&gt;, Steve Fournier &lt;sfournier@newmarketnh.gov&gt;

Cc: Wendy Chase &lt;wchase@newmarketnh.gov&gt;

Hi Diane:

This email confirms your request that this set of final Macallen Dam documents proposed by GZA are in an acceptable form, as GZA has inserted all of the suggested revisions that we and GZA agreed upon.

In proceeding under this contract, for GZA to meet the November 30, 2017 deadline for certain aspects of its work, it must receive the notice to proceed from the Town on or before 7/28/17. As to proceedings under the contract generally, it is imperative that the Town work with GZA to obtain the continued attention and prompt review and comment by NH DES, and the Dam Bureau, as applicable. The November 30, 2017 contract performance objective is dependent in large part of prompt relies from NH DES and the Dam Bureau.

Please let me know if you have further questions.

John

John J. Ratigan, Esq.  
Donahue, Tucker & Ciandella, PLLC  
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Exeter, NH 03833  
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**From:** Diane Hardy [mailto:[dhardy@newmarketnh.gov](mailto:dhardy@newmarketnh.gov)]**Sent:** Wednesday, July 12, 2017 10:36 AM**To:** John J. Ratigan**Cc:** Steve Fournier; Wendy Chase**Subject:** FW: Newmarket Dam Project

[Quoted text hidden]

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 Final Formal Macallen Dam Proposal complete\_07-11-17.pdf  
842K



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F: 603.624.9463  
www.gza.com



July 11, 2017  
RFP File No. 01.P000565.16

Newmarket Town Hall  
Town Council Chambers  
186 Main Street  
Newmarket, NH 03857

Re: Macallen Dam: Stability Analysis and Conceptual Design of Abutment Walls  
Formal Scope, Budget and Contract Agreement  
Newmarket, New Hampshire

Pursuant to the Macallen Dam Study Committee's notification that the Town of Newmarket (Town) has selected GZA GeoEnvironmental (GZA) to perform the work associated with Macallen Dam, we are pleased to present this formal scope of work, budget and contract agreement for engineering services and associated costs for the above-referenced project. As requested, and in addition to the base scope, our proposal includes possible contingency items for your consideration which may be required to support the work. The primary goal of the project is to conduct an analysis of the Macallen Dam to evaluate what modifications would be necessary for the dam to meet the New Hampshire Department of Environmental Services (NH DES) Dam Bureau's Discharge Capacity requirements under Section Env-Wr 303.12 of the New Hampshire Code of Administrative Rules. We will develop conceptual designs that enhance the safety of the dam, maintain the impoundment, and minimize aesthetic impacts of the proposed raising of abutment walls on adjacent property owners and the public at large.

## PROJECT UNDERSTANDING

We understand that the Town of Newmarket is seeking the services of a qualified dam and environmental engineering consultant to conduct design, engineering, and coordination with the public and NHDES for the rehabilitation of Macallen Dam. The intent of the Project is to develop dam modification alternatives to bring the dam into compliance with NHDES Dam Bureau's Discharge Capacity requirements under Section Env-Wr 303.12 of the New Hampshire Code of Administrative Rules.

The Dam was constructed in 1887 to provide hydropower to operate the adjacent Mill buildings. It is a run-of-the-river dam consisting of a stone masonry spillway and concrete outlet works with earthen abutments confined by masonry training walls on both sides. Founded on bedrock, the dam is 150 ft. long with a maximum height of 27 ft. A fish ladder was added to the dam along the westerly bank of the river (river-right) in the late 1960's. A functional, but aging, gate system (circa 1925) exists on the north easterly side (river-left) of the Dam. It is the last dam (head-of-tide) on the Lamprey River before the river discharges into Great Bay. The water below the Dam is tidal and brackish. Industrial uses within the mills have ceased and they either have been or are in the process of being converted to commercial and residential uses. We understand all channels through the buildings that were designed to accommodate hydro-mechanical power generation have been removed





or blocked off. Although not considered a flood control dam, the gates are currently manually operated by Town of Newmarket personnel before and during flood events.

In September 2015, the Town requested and received three (3) proposals from professional engineering firms proposing to conduct an analysis of the Macallen Dam to evaluate modifications necessary to bring the dam into compliance with NH Dam Safety Regulations. During the interview process, questions related to accepted design flows and expectations from NHDES with respect to the stability analysis of the run-of-the-river spillway portion were raised and follow-up analyses were conducted by the Town to clarify hydraulic issues. This led to the Town clarifying and re-defining the scope of work in 2017 with a focus on the stability analysis of the existing abutments and training walls and conceptual design alternatives for raising the abutment walls on both sides of the dam to meet NHDES Dam Safety requirements for freeboard during the inflow design flood<sup>1</sup>. NHDES has approved the inflow design flood at the dam of 9,284 cfs, equivalent to the 100-year flood, and the resulting water surface elevation at the dam is 33.6-ft (NAVD88). Therefore, the abutment walls must be designed to a minimum elevation of 34.6 ft. to provide 1.0 feet of freeboard as required by the NH Dam Safety Regulations. As part of their award, the Town expects GZA to develop a minimum of three (3) design alternatives associated with raising the abutment walls.

We understand that significant work has been completed to evaluate the feasibility of restoring or removing of the dam, and potential impacts of various restoration/removal scenarios. GZA has reviewed the supporting documentation made available, including the 2017 RFP, the 2016 Design Flow Memorandum by Gomez and Sullivan, and the 2014 Final Feasibility Report by Gomez and Sullivan. We have further enhanced our understanding of the project since our initial proposal submittal in 2015 and subsequent interviews with the Town. We understand the intent of the award is **not to have an exhaustive review of all design alternatives** that have previously been determined to be infeasible or too costly. Therefore, our scope **excludes** evaluation/development of the following dam modification alternatives: 1) complete and partial removal of the dam structure, 2) modifications to the spillway, or 3) armoring and anchoring the dam. Additionally, **stability analysis of spillway portion of the dam to assess if the dam is safe against sliding, overturning and erosion in the event of overtopping during the design event is not requested** as part of this project. During telephone conversation with GZA on June 5, 2017, Jim Webber of NH Department of Environmental Services Dam Bureau confirmed that stability analysis of the spillway portion of the dam would not be required as long as modifications to the spillway were not proposed.

GZA will develop our design alternatives based on analysis performed to date, and expand upon ideas previously presented to and accepted by the Town. GZA's Project Team will work closely with the Town and other stakeholders to ensure that we meet their objectives for the project. This communication would be initiated during the Project Kick-Off Meeting and continued throughout the Project.

## SCOPE OF WORK

### Task 1. Project Kick-Off Meeting/Initial Consultation

Upon notice to proceed, GZA project team members will contact the Town to schedule a meeting to discuss various technical and project management issues including:

- Client's concerns, objectives, and preferences;

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<sup>1</sup> The inflow design flood for Macallen Dam is equivalent to the 100-year peak discharge, following acceptance by NHDES in 2013, of results from an incremental dam failure analysis performed by Wright-Pierce on behalf of the Town of Newmarket. Subsequent analysis performed by Gomez and Sullivan in 2016 concluded that the 100-year design flow at Macallen Dam is 9,824 cfs. The inflow design flood (100-year design flood) of 9,284 cfs for Macallen Dam was approved by NHDES in May 2016.





- Pertinent existing data needs;
- Present overview of proposed engineering approach and methods;
- Provide overview of project schedule (i.e., key milestones, timing of deliverables, etc.);
- Engineering report formats and contents;
- Project liaison; and
- Project administration, invoicing procedures, etc.

Under this task, we develop an appropriate work plan to meet the Town's and NHDES Dam Safety's needs before initiating the analysis of options. In conjunction with the Kick-Off meeting, GZA will conduct reconnaissance at the dam site so that we may become more familiar with the dam and appurtenant facilities. Costs for the meeting with NHDES is included under Task 6.

## **Task 2. Engineering Services**

GZA will perform engineering services to evaluate improvements which will increase the capacity of the dam in order to pass the 100-year flood flow, with one foot of freeboard without manual operations. This option will involve preliminary engineering and design for a minimum of three alternatives to increase the elevation walls (abutments) on the east and west side of the dam which would channel the 9,284 cfs flood flow over the 70-foot-wide spillway. The design alternatives will be developed with an understanding of the value and desire to maintain the impoundment, and therefore, concepts which may reduce or eliminate the impoundment will not be evaluated. The study will include data gathering and analysis to show that both the walls and the dam would support the hydraulic forces during the 100-year flood event.

### **Abutment and Flood Wall Stability Analysis**

Under this analysis, GZA will conduct a stability analysis to determine whether the existing abutments and training walls would support the hydraulic forces during the 100-year design flood under proposed conditions (raised abutments). This analysis will provide additional information to be used in the development of alternatives for raising the abutments. Typically, as part of a dam rehabilitation project a stability analysis of the spillway's maximum section would also be performed, but we understand that Town has specifically excluded this analysis from the RFP. During the initial consultation meeting with NHDES, we will confirm the acceptability of this approach. Based on this information, it is GZA's understanding that the Town does not wish to pursue the dam modification alternative associated with Env-Wr 303.12, which allows a dam owner to submit a stability analysis to the Dam Safety Bureau to assess if the dam is safe against sliding, overturning and erosion in the event of overtopping during the design event.

GZA will utilize previously developed information for the configuration and composition of the Macallen Dam. This information will include surveys, drawings, and field measurements of the dam developed under previous study phases. We will also request any available information on foundation conditions and top of rock elevations at adjacent buildings. This information will be used to develop cross-sectional geometry of the dam for structural analysis and to estimate pertinent characteristics for use in the analysis.

For our base scope of work, GZA will rely on existing information and/or conservative assumptions based on our engineering judgment to select the input parameters for the stability analysis. No subsurface explorations or laboratory testing is included in the base scope (refer to Contingency Item 2 for optional boring/probe, test pit or similar subsurface scope item). Parameters such as material properties will be assumed based on typical values established from reference sources and/or engineering judgment. Other input parameters will include the dam cross section geometry, unit weights and friction angles for the masonry, upstream silt, and foundation bedrock. No cohesion at the





masonry/foundation interface will be assumed based on the lack of verifiable data and the age of the structure. GZA will assume full uplift pressure in stability analyses. A seepage analysis is not included as part of this scope of work.

GZA will utilize results of the previous hydrology and hydraulics analyses performed by others to establish headwater and tailwater elevations for use in the stability analysis. GZA was provided a copy of the hydraulic model developed in HEC-RAS format that was submitted to, and approved for use by, NHDES. This recent model was finalized by Gomez and Sullivan based on most recently collected data, and will serve as the basis for performing hydraulic alternative analyses based on the proposed conceptual designs. FERC guidance will be used to prorate tailwater pressures. In support of alternatives proposed to raise the abutment walls, GZA will perform two-dimensional stability analysis (limit equilibrium analysis) using the "Gravity Method" or other methods as deemed appropriate. In general, GZA's stability analyses will be conducted in accordance with NHDES requirements as supplemented in Chapter 3 and 4 of the FERC's Engineering Guidelines. This reference will be used guide methodology, to develop loading cases, and reference stability criteria.

#### Alternative Analysis

GZA will investigate improvements at the dam and abutments which will improve the ability of the dam/training wall system to contain the 100-year flood (including one foot of freeboard) given the current spillway configuration. The design alternatives will be based on an inflow design flow of 9,284 cfs and a maximum water surface elevation of 33.6 ft., as indicated in the RFP. The minimum target elevation including 1-foot of freeboard will be 34.6 ft. As indicated in the 2016 Design Flow Memorandum by Gomez and Sullivan, NHDES has approved model input of ineffective flow areas above both abutments, which will allow raising the abutment with no increase in upstream water surface elevations. This alternative will be considered in conjunction with the stability analysis and recommendations because the dam and any new/raised walls must continue to meet stability guidelines under full hydrostatic pressure.

GZA plans to evaluate combinations and/or variations of the following three (3) design alternatives: 1) Permanent Walls; 2) Permanent Walls with a combination of deployable Barriers and/or Stop Log Systems; and 3) Glass (or similar) Flood Walls. The preliminary alternatives are described below.

##### *1) Permanent Walls*

GZA will evaluate variations of permanent walls, which may include cast-in-place concrete flood walls, pre-cast flood walls, and architectural flood walls. GZA will perform a cost benefit analysis of using gravity walls, semi-gravity walls, or cantilever walls. The architectural flood walls will be designed to blend aesthetically with adjacent structures and architecture. Patterned concrete, stone face, and brick veneer options will be visually evaluated against surrounding buildings and walls, and discussed with the Town and the community. Permanent walls provide the benefit of limited staff operations during a flood event, but may include significant visual barriers.

##### *2) Deployable Barriers and/or Stop Log Systems*

GZA will evaluate the feasibility of supplementing permanent wall or glass-type wall systems using deployable barriers, such as temporary stop-log systems to allow use of non-permanent barriers that will not block views of the river during non-flood conditions. GZA expects that temporary stop log systems may be more acceptable to NHDES than deployable bladder barriers, but less acceptable than permanent walls, as proposed solutions at the dam. GZA will develop concepts using aluminum stop log systems that may be installed and removed by the Town Department of Public Works. Consideration for storage and transportation of stop log systems will be considered during the evaluation. Stop log systems limit visual barriers during non-flood conditions but require staff operations leading up to flood events.





### *3) Glass Flood Walls*

GZA will investigate the use of installing glass flood walls that will provide permanent flood protection and will not limit visibility of the river. Glass flood walls provide visually acceptable solutions adjacent to the dam and will not require staff operations during flood events. However, a cost-benefit analysis of using these barriers should be investigated during the alternative analysis. Glass flood walls are an innovative solution to flooding that limits aesthetic disturbance and operation requirements.

The recommended final solution will likely include a combination of the alternatives described above. GZA anticipates that the Town may be interested in a combination of a low-level permanent wall with removable portions which increase the wall height to the necessary elevation in advance of flood events. GZA understands that storage, transportation and installation of temporary systems will require DPW staff support preceding and during flood events, and the potential difficulties of these operations must be considered during the evaluation of the recommended solution. GZA will evaluate the potential for installation of “shutter” or “locker” type systems, which allow the temporary stop logs to be stored onsite. These systems may allow secure storage of the stop logs internally or adjacent to the low level permanent portion of the flood walls, and could be deployed leading up to flood events with minimal transportation needs.

GZA’s alternative analysis will include conceptual level design schematics, 3-dimensional renderings, consideration of visual impacts, and methods to minimize the aesthetic impact of the wall. The analysis will evaluate access to the dam gates, fish ladder, adjacent properties and structures, underground facilities, and other infrastructure and appurtenances and take into consideration existing information developed by previous consultants concerning site access. The analysis will also preliminary cost estimates, and a cost-benefit analysis of the proposed solutions.

GZA will develop these concepts with understanding and recognition of the importance of sight lines. GZA is fully aware of the centrality and visual appeal of the dam under its current conditions. Any system that is proposed will be visually sympathetic to adjacent property owners and the general public. GZA will provide the 3-dimensional rendering services requested in the RFP. Having employed 3-dimensional renderings in the past on dam alternative analysis projects to help Clients visualize proposed solutions, GZA will provide the appropriate level of 3-dimensional rendering services to facilitate evaluation of the recommended alternative.

GZA will utilize Autodesk 3-Dimensional software modeling programs to develop the visualization renderings for the Project. GZA will likely use a combination of Infracore and 3DS Max modeling software. These programs will be used to develop a 3-Dimensional model that will allow visualizations from different viewpoints within the surrounding area. The renderings will be used to provide existing and proposed conditions comparison at the Site. The software allows additions of cosmetic/landscape additions, proposed alternative wall alignments and heights, and different proposed materials. The renderings will provide accurate viewpoints based on real world data, and will allow for flexibility in evaluating different vantage points if needed. Typically, the renderings are provided as 11”x17” comparison drawings, but we can also develop poster boards and PowerPoint presentations to better engage stakeholders.

GZA will identify and provide preliminary design and engineering for each of the proposed alternatives, including a preliminary cost estimate for installation of each alternative. Final design drawings of the proposed alternatives are not proposed as part of this task. GZA will develop an alternatives analysis memorandum which summarizes each of the proposed alternatives identified and provides a recommendation for the most feasible and cost-effective method to bring the dam into compliance with NH Dam Safety Regulations. GZA will discuss the alternative analysis





memorandum with the Town, and following determination of a preferred solution by the Town, GZA will develop a final conceptual design (and 3-D rendering as appropriate) for the recommended alternative.

#### Incremental Wall Height Analysis

The alternative analysis will include an evaluation of incremental increases in abutment/wall height to accommodate increases maximum water surface elevations resulting from watershed development, infrastructure projects or climate-change and increasing severity of precipitation events. The incremental wall height increases may provide additional benefit to account for changes in riverine hydraulics from the Longmarsh Road Culvert Modifications Project in Durham, which is planned in the future. GZA will participate in a meeting with the Town and NHDES to review the project alternatives.

#### **Task 3. Submit Summary Report to Town and NHDES**

GZA will further develop the alternatives analysis memorandum into an alternatives analysis summary report, which will include a discussion of the input parameter selection, the analysis approach, a summary of the results, and our conclusions. The report will include discussion of improvement options and cost. Copies of our calculation worksheets for each load case will be included as appendices to the report. The report will be submitted to NHDES for review and comment.

#### **Task 4. Coordination with NHDES Dam Safety Bureau**

In line with our project status reporting procedures we will check in periodically with the Dam Bureau throughout the stability analysis and conceptual design process for input and review to ensure all parties are in mutual understanding of the proposed approach. Following the analysis, GZA will meet with the Macallen Dam Study Committee and the NHDES Dam Safety Bureau to review the stability and alternative analyses results and discuss potential revisions or follow-up analyses that may be requested by the Committee of the Dam Bureau.

#### **Task 5. Action Plan**

Following the completion of the stability analysis and design alternative analyses, the follow-up meeting and after consultation with the Macallen Dam Study Committee, GZA will prepare an appropriate Action Plan on the Town's behalf of the selected alternative for submission to the NHDES Dam Safety Bureau. The plan will specify the actions to be taken to address the deficiencies and a proposed timeframe for undertaking the actions. The plan will provide justification for the proposed actions showing that it will bring the dam into compliance with applicable regulations, will not endanger life or property downstream, or cause environmental losses that are not reversible, and will also, provide a reasonable time frame for implementation. The plan will also identify necessary permits and the need for coordination with additional agencies.

#### **Task 6. Coordination Meetings and Public Presentation**

In support of the scope of work described herein for Tasks 1, 2 and 4, GZA will participate in at least three (3) joint coordination meetings with NHDES and Macallen Dam Study Committee. Additionally, GZA will attend a fourth meeting of a public presentation to the Newmarket Town Council, affected property owners, and stakeholders. If requested by the Town, GZA can take the lead to present the results of the stability analysis and conceptual design, cost estimates, and recommended next steps for the Town in implementing the results of the study, upon completion of the draft report. Following the meeting, GZA will finalize the draft summary report and Action Plan and incorporate appropriate



responses to issues raised and any further recommendations to the Town. The final reports will address one round of comments from NHDES.

### **Task 7. Emergency Action Plan Update, Testing and Distribution**

We understand from recent correspondence from you that the New Hampshire Department of Environmental Services (NHDES) Dam Bureau provided review/comment notes on the EAP on 5/6/2015 (EAP prepared by others). Email communication from NHDES states that the EAP was last updated in 2004 and last tested in 1997, and therefore the EAP is past due on being updated, reviewed, distributed and tested. GZA spoke directly with NHDES on June 5, 2017 and NHDES indicated that the EAP was actually updated in March 2015, but NHDES review comments were never incorporated. GZA proposes the following scope to address the NHDES' requirements concerning the EAP.

#### **Task 7A – Update Emergency Action Plan**

GZA will review and incorporate the NHDES's comments into an updated Emergency Action Plan for the dam using the EAP template on which the comments were provided. All contact information included in the EAP and Notification Flowchart will be checked and updated as needed. The current EAP on file with NDHES follows the NHDES EAP Template and major modifications to the EAP are not required. GZA assumes that the Town will provide a copy of the current EAP in electronic (Word document) format.

GZA will update the inundation maps prepared by Wright-Pierce (WP) in 2013 and upon which NHDES based their review comments. The Town will provide GZA with the 2013 Breach Analysis (including the HEC-RAS and other computer-based files) and Inundation Map files completed by WP during their 2013 work. GZA will add additional flood wave parameter information (timing, velocities and depths) to the Inundation Maps in "critical areas" in accordance with Env-Wr 503.01(c)(4)-(6) and NHDES comments. Our scope assumes 3 or 4 cross-sections downstream of the dam will be selected for this exercise and the appropriate data will be produced utilizing the existing model provided to GZA by the Town. Based on conversation with NHDES, GZA assumes that no modification to the HEC-RAS model will be required as part of the update.

#### **Task 7B – Test Emergency Action Plan**

Once the Draft updated EAP has been reviewed by NHDES and the Town, GZA will assist the Town in performing a test (i.e. communications drill) of the updated EAP. The test will be conducted in accordance with Env-Wr 507 and follow NHDES Notification Testing Procedures. The test itself will be performed by Town personnel involved in the operation and maintenance of the dam. The EAP test will follow the Notification Flowchart included in the updated EAP. GZA will assist the Town in documentation of the EAP test, which will be submitted to NHDES as required under Env-Wr 507. Documentation of EAP test results will be submitted to NHDES as a letter or the form included on the NHDES website. The EAP testing will include the following:

- Distribution of NHDES notification checklists to each individual or agency that will be contacted during the test;
- Perform EAP test, with Owner initiating test by following Notification Flowchart (via phone call notifications);
- Documenting the time for each individual and agency to make their notifications and whether miscommunications occurred;
- Collecting records of communication for each individual and agency, including time of contact and person contacted, if the notifications were not made within a 15-minute time period; and
- Informing NHDES of the results of the EAP test within 30 days of the test.





#### Task 7C – Produce and Provide Deliverables

At the conclusion of the Task 7 work herein, GZA will produce the following deliverables:

- Updated Emergency Action Plan: GZA will provide the Town with 4 hard copies of the updated EAP, including updated Inundation Maps. The updated EAP and Inundation Maps will be provided in a 3-ring binder for ease of updating. An electronic copy of the EAP and Inundation Maps will also be provided to the Town, as well as electronic copies of applicable sections of the EAP for future updating. Revised GIS datalayers which comprise the inundation map will also be made available to the Town at its request.
- Letter to NDHES: GZA will submit a letter and / or notification form to NDHES summarizing the EAP test results on behalf of the Town.

#### **Task 8. Operations, Maintenance and Response (OMR) Form Update**

We understand the Town last provided NDHES an updated OMR Form on March 3, 2015, and that NDHES has requested only that it be reviewed and updated as needed. GZA will coordinate with the Town to update the information on the form as necessary. GZA anticipates that updates will include operational changes to the dam and/or revising contact information. The deliverable under this Task will consist of an updated Operation, Maintenance and Response Form. GZA will provide the Town with an electronic copy of the updated OMR Form suitable for filing with the NDHES.

#### **Contingency Item 1. Add-On Sub-Task - Gate System Automation Alternative**

Under this optional task item, GZA, as part of the alternative analysis undertaken in Task 2, will also include an assessment of the feasibility and cost for automating the dam's gate system. This will include an evaluation of automatic system to open the existing slide gates which may be dependent on automatic water level sensors as opposed to manual operations.

Additionally, under this item, GZA will evaluate additional automation alternatives which would be installed/retrofitted within the limits of the existing gate structure to assess the potential of increasing the capacity of the spillway in order to both reduce upstream flooding and also to reduce flood-condition loading on the dam. GZA has previously designed a fuse gate solution for the Massachusetts Water Resource Authority (MWRA), and we are familiar with the system installed on Otter Brook Dam near Keene. As the impoundment fills, water flows over the crest of the Fuse Gate, and during flood events, water level in the reservoir reaches tipping point: water spills into inlet well. Also, previous communication with Dam Safety during the original RFP Phase of the Project, indicated that in lieu of raising the abutments, the Town is may be willing to consider retrofitting the existing gates structure with a fully automatic Obermeyer-type adjustable crest gate system to accommodate the passage of flood flows. NDHES indicated that an automated crest gate system would need to include a relief valve or an automatic open function if power is lost. Additionally, engineering and stability analysis will also need to include any existing portions of the dam that are to remain and/or be incorporated into either alternative, but focus on only what is necessary to meet safety standards with minimal modifications to the dam and hence cost to the Town. GZA will conceptually evaluate retrofitting the gate structure for these two options. In addition, because each (if employed) would result in increased hydraulic capacity when compared to the existing gate structure (a portion of which effectively blocks flows), our evaluation will include additional H&H analyses of conditions at the dam and assessment of what effect each may have on reducing the total height needed for the raised abutments.

#### **Contingency Item 2. Subsurface Exploration Program**

GZA will design and execute a one-day program of subsurface explorations consisting of 1 to 2 test borings and shallow





hand-auger probes. The Town will be responsible for providing access, including coordination with property owners if needed. The soil borings will be performed by a drilling subcontractor hired by GZA, under supervision of a GZA geologist or geotechnical engineer who will also log each hole. We envision one boring will be located near the right abutment, and a potential second boring will be located on or adjacent to the left abutment. It is anticipated that the borings will be extended 20 to 25 feet deep depending on soil conditions, or until bedrock is encountered, whichever is shallower. Borings will be advanced with drive/wash methods with casing, using a track-mounted drilling rig. Standard penetration tests with sample collection will be performed at five-foot intervals or less. In each boring, PVC observation wells/piezometers will be installed to obtain data on water levels and potential seepage gradients. The GZA geologist/engineer will also complete a series of shallow hand-auger probe explorations to assess the depth to refusal, and to recover shallow samples of soils from at least two locations on the left abutment and two locations on the right abutment of the existing dam. A detailed scope including the specific number and locations of borings and probes will be provided in advance of performing the subsurface investigation program.

Boring and hand-auger logs will be prepared by GZA with soil descriptions based on the modified Burmister Soil Classification system. In addition, up to three soil samples from the borings and two soil samples from the probes will be evaluated by our geotechnical testing subconsultant for grain size distribution using laboratory sieve analysis (ASTM D422). Logs of the borings and gradation test results will be included as appendices to the summary report produced under Task 3. No environmental testing (field or laboratory) of samples collected from the explorations is planned as part of this proposal. We also note that we do not anticipate the need for any permits in order to perform the work under this Task Item.

### **Contingency Item 3. Underwater Investigation of Abutments**

Under this optional task item, GZA will perform an underwater investigation of the condition of the abutments. The Letter of Deficiency submitted by NHDES Dam Bureau on September 27, 2010 indicates that the Town must investigate and report to DES the condition of the right side upstream training wall's base, assess for possible undermining and overall condition of the wall. The Hydraulic Model Description developed by Gomez & Sullivan includes a photo of the right training wall and fish ladder taken during drawdown of the impoundment, which shows the wall to be in poor condition with missing stones. GZA can perform underwater Remote Operated Vehicle (ROV) or boom-mounted camera inspection to video inspect the condition of the wall, and also investigate the condition of the entrance to the now blocked penstock which runs beneath the book warehouse. Information collected during the underwater ROV inspection will provide additional information to assess the stability of the wall for use during the alternatives analysis phase of the project. GZA would perform the underwater ROV services in-house and submit a memorandum including still photos and a DVD of the inspection to the Town. To provide a safe working environment for the ROV, GZA would request the Town drawn the impoundment one to two-feet and close the gates in advance of the inspection to reduce water velocity upstream of the dam.

### **SCHEDULE AND CONTRACT PERFORMANCE PENALTIES**

GZA has developed a proposed schedule for the work and has included the timeline as Appendix A. Please note that the provided schedule is based on receiving of Notice to Proceed by July 28, 2017. GZA agrees all work, excluding contingency add-on work, items which involve the EAP, and the public presentation of the final Action Plan (slated for December), will be completed by November 30, 2017. This end date is contingent upon receipt by GZA of the Town's review comments on the draft Summary Report within 5 working days of GZA transmittal. The penalty for late performance beyond 11/30/17 shall be \$500.00 per business day up to the limit of our contract fee. No penalty shall be assessed for delay attributable to the Town, the Dam Study Committee or DES.



## COST PROPOSAL

Billings for the baseline scope of services described above in Tasks 1 through 8, will be at a Total Lump Sum (fixed price) fee of \$35,000 broken down as outlined in the Table below. This estimate is based on the anticipated scope of work outlined above which represents our best judgment at this time as to the efforts required to achieve the stated objectives. It must be recognized, however, that unforeseen conditions, beyond the scope stated herein, which become evident during the course of the studies, may alter or increase the scope of work required. You will be notified of any conditions requiring an increase in baseline scope and budget for approval prior to GZA proceeding.

### GZA SUMMARY OF COSTS MACALLEN DAM: STABILITY ANALYSIS AND CONCEPTUAL DESIGN OF ABUTMENT WALLS NEWMARKET, NEW HAMPSHIRE

TASK	DESCRIPTION	COST
1	Project Kickoff/Initial Consultations	\$2,500
2	Engineering Services	\$14,000
3	Submit Summary Report to NHDES	\$3,500
4	Coordination with NHDES Dam Bureau	\$1,500
5	Action Plan	\$2,500
6	Coordination Meetings and Public Presentation	\$8,000
7	Emergency Action Plan (EAP) Update, Distribution and Testing	\$2,500
8	Operations, Maintenance and Response (OMR) Form Update	\$500
<b>TOTAL COST – BASELINE SCOPE</b>		<b>\$35,000</b>

The Table below includes a breakdown of the Contingency Items discussed herein. Any or or of these optional tasks would only be carried out if judged as adding benefit to the conceptual design by GZA and the Town, and then only at the request of the Town.

### GZA SUMMARY OF POTENTIAL CONTINGENCY COSTS MACALLEN DAM: STABILITY ANALYSIS AND CONCEPTUAL DESIGN OF ABUTMENT WALLS NEWMARKET, NEW HAMPSHIRE

CONTINGENCY ITEM	DESCRIPTION	COST
1	Automation Alternatives Analysis	\$4,000
2	Subsurface Exploration Program	\$5,000
3	Underwater Investigation	\$3,000
<b>TOTAL COST – CONTINGENCY ITEMS</b>		<b>\$12,000</b>





## TERMS AND CONDITIONS

We have included an example of our standard Terms and Conditions for the Town's review and comment. If acceptable to the Town, this would be the basis of our agreement. Please note we are amenable to discuss mutually beneficial alterations to the terms with you if/as necessary. GZA has done work with the Town in the past and has come to mutually agreeable terms with Town requirements.

We look forward to working with the Town and the Dam Safety Committee on this interesting and challenging project. Should you have any questions, please contact us at your convenience.

Very truly yours,

GZA GEOENVIRONMENTAL, INC.

James P. Guarente, P.E.  
Senior Project Manager

Chad W. Cox, P.E.  
Principal-In-Charge

Todd Monson, P.E.  
Project Manager

Peter H. Baril, P.E.  
Consultant/Reviewer

Attachments: Appendix A – Schedule  
Appendix B – Rate Schedule and Terms and Conditions (08/08 Edition /05-9010)

This Proposal for Services is hereby accepted and executed by a duly authorized signatory, who by execution hereof, warrants that he/she has full authority to act for, in the name of, and on behalf of the Town of Newmarket, New Hampshire.

TOWN OF NEWMARKET, NEW HAMPSHIRE

By: \_\_\_\_\_ Title: \_\_\_\_\_  
for the Town of Newmarket, New Hampshire

Typed Name: \_\_\_\_\_ Date: \_\_\_\_\_

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**APPENDIX A**  
**SCHEDULE**

Revised: 7/17/17

**GZA PROPOSED PROJECT SCHEDULE**  
**Macallen Dam: Stability Analysis and Conceptual Design of Abutment Walls**  
**Newmarket, New Hampshire**

Task No.	Activity Description	Aug-17				Sep-17				Oct-17				Nov-17			
		1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
1	Project Kick-Off Meeting/Initial Consultation																
2	Engineering Services																
3	Submit Summary Report to Town and NHDES																
4	Coordination with NHDES Dam Safety Bureau																
5	Action Plan																
6	Coordination Meetings and Public Presentation																

Notes

1. The above schedule is predicated on GZA receiving authorization to proceed (including an authorized contract) on July 28, 2017.
2. We have assumed Town/NHDES review time of 5 working days for reports.



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**APPENDIX B**  
**TERMS AND CONDITIONS**





## TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

### Including Site Investigation, Remediation, Geotechnical, Construction, And Testing

© 2017 by GZA GeoEnvironmental, Inc.

Client ("You"): Town of Newmarket, New Hampshire

Proposal No: 01.P000565.16

Site: Macallen Dam, Newmarket, New Hampshire

These Terms and Conditions, together with GZA's Proposal, make up the Agreement between GZA and you, Client, named above.

**BEFORE SIGNING THE PROPOSAL, BE SURE YOU READ AND UNDERSTAND THE PARAGRAPHS ENTITLED "INDEMNIFICATION" AND "LIMITATION OF REMEDIES" WHICH DEAL WITH THE ALLOCATION OF RISK BETWEEN YOU AND GZA.**

1. **Services.** GZA will perform the services set forth in its Proposal and any amendments or change orders authorized by you. Any request or direction from you that would require extra work or additional time for performance or would result in an increase in GZA's costs will be the subject of a negotiated amendment or change order.
2. **Standard of Care; Warranties.**
  - a. GZA will perform the services with the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality.
  - b. GZA warrants that its construction services will be of good quality, free of faults and defects and in conformance with the Proposal.
  - c. **EXCEPT AS SET FORTH IN SUBSECTIONS 2a AND 2b, ABOVE, NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MARKETABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS MADE OR INTENDED BY GZA'S PROPOSAL OR BY ANY OF GZA'S ORAL OR WRITTEN REPORTS.**
  - d. GZA assigns to you any manufacturers' warranties of equipment or materials purchased from others, to the extent they are assignable, and your sole recourse will be against the manufacturer. Full risk of loss of materials and equipment will pass to you upon delivery to the Site, and you will be responsible for insuring and otherwise protecting them against theft and damage.
3. **Payment.**
  - a. Except as otherwise stated in the Proposal, you will compensate GZA for the services at the rates set forth in the applicable Proposal, amendment or change order; reimburse its expenses, which will include a communication fee calculated as a percentage of labor invoiced; and pay any sales or similar taxes thereon.
  - b. Any retainer specified in GZA's Proposal shall be due prior to the start of services and will be applied to the final invoice for services.
  - c. GZA will submit invoices periodically, and payment will be due within 30 days from invoice date. Overdue payments will bear interest at 1½ percent per month when the payments are 60 days overdue or, if lower, the maximum lawful rate. GZA may terminate its services upon 10 days' written notice anytime your payment is overdue on this or any other project and you will pay for all services through termination.
4. **Your Responsibilities.**
  - a. Except as otherwise agreed, you will secure the approvals, permits, licenses and consents necessary for performance of the services. You will provide GZA with access to your records if available to assist in obtaining information regarding underground structures and utilities and will provide such documents as are known to you.
5. **Right of Entry; Site Restoration.** You grant GZA and its subcontractor(s) permission to enter the Site to perform the services. If you do not own the Site, you represent and warrant that the owner has granted permission for GZA to enter the Site and perform the services; you will provide reasonable verification on request; and you will indemnify GZA for any claims by the Site owner related to alleged trespass by GZA or its subcontractors. GZA will exercise reasonable care to limit damage to landscaping, paving, systems and structures at the Site that may occur and you agree to compensate GZA for any restoration it is asked to perform, unless otherwise indicated in the Proposal.
6. **Underground Utilities.** As required by law, GZA will provide proper notification to the applicable state utility "Call Before You Dig" program should there be the need for subsurface explorations to carry out proposal scope items. GZA will rely on information provided by appropriate governmental authorities and utilities with respect to the location of underground structures.
7. **Reliance.** The services, information, and other data furnished by you shall be at your expense, and GZA may rely upon all information and data that you furnish, including the accuracy and completeness thereof. You acknowledge that the quality of the services provided by GZA is directly related to the accuracy and completeness of the information and data that you furnish to GZA.





GZA's REPORTS ARE PREPARED FOR AND MADE AVAILABLE FOR YOUR SOLE USE. YOU ACKNOWLEDGE AND AGREE THAT USE OF OR RELIANCE UPON THE REPORT OR THE FINDINGS IN THE REPORT BY ANY OTHER PARTY, OR FOR ANY OTHER PROJECT OR PURPOSE, SHALL BE AT YOUR OR SUCH OTHER PARTY'S SOLE RISK AND WITHOUT ANY LIABILITY TO GZA.

**8. Lab Tests and Samples.** GZA is entitled to rely on the results of laboratory tests using generally accepted methodologies. GZA may dispose of samples in accordance with applicable laws 30 days after submitting test results to you unless you request in writing for them to be returned to you or to be held longer, in which case you will compensate GZA for storage and/or shipping beyond 30 days.

**9. GZA Professionals.** Section Deleted.

**10. Hazardous Materials; GZA "Not a Generator".** Before any hazardous or contaminated materials are removed from the Site, you will sign manifests naming you as the generator of the waste (or, if you are not the generator, you will arrange for the generator to sign). You will select the treatment or disposal facility to which any waste is taken. GZA will not be the generator or owner of, nor will it possess, take title to, or assume legal liability for any hazardous or contaminated materials at or removed from the Site. GZA will not have responsibility for or control of the Site or of operations or activities at the Site other than its own. GZA will not undertake, arrange for or control the handling, treatment, storage, removal, shipment, transportation or disposal of any hazardous or contaminated materials at or removed from the Site, other than any laboratory samples it collects or tests. You agree to defend, indemnify and hold GZA harmless for any costs or liability incurred by GZA in defense of or in payment for any legal actions in which it is alleged that GZA is the owner, generator, treater, storer or disposer of hazardous waste.

**11. Limits on GZA's Responsibility.** GZA will not be responsible for the acts or omissions of contractors or others at the Site, except for its own subcontractors and employees. GZA will not supervise, direct or assume control over or the authority to stop any contractor's work, nor shall GZA's professional activities nor the presence of GZA or its employees and subcontractors be construed to imply that GZA has authority over or responsibility for the means, methods, techniques, sequences or procedures of construction, for work site health or safety precautions or programs, or for any failure of contractors to comply with contracts, plans, specifications or laws. Any opinions by GZA of probable costs of labor, materials, equipment or services to be furnished by others are strictly estimates and are not a guarantee that actual costs will be consistent with the estimates.

**12. Changed Conditions.**

- a. You recognize the uncertainties related to environmental and geotechnical services, which often require a phased or exploratory approach, with the need for additional services becoming apparent during the initial services. You also recognize that actual conditions encountered may vary significantly from those anticipated, that laws and regulations are subject to change, and that the requirements of regulatory authorities are often unpredictable.
- b. If changed or unanticipated conditions or delays make additional services necessary or result in additional costs or time for performance, GZA will notify you and the parties will negotiate appropriate changes to the scope of services, compensation and schedule.
- c. If no agreement can be reached, GZA will be entitled to terminate its services and to be equitably compensated for the services already performed. GZA will not be responsible for delays or failures to perform due to weather, labor disputes, intervention by or inability to get approvals from public authorities, acts or omissions on your part, or any other causes beyond GZA's reasonable control.

**13. Documents and Information.** All documents, data, calculations and work papers prepared or furnished by GZA are the property of the Town of Newmarket. Designs, reports, data and other work product delivered to you are for your use only, for the limited purposes disclosed to GZA. Any delayed use, use at another site, use on another project, or use by a third party will be at the user's sole risk, and without any liability to GZA.

**14. Electronic Media.** Any drawings, reports and data on any form of electronic media generated by GZA shall become the property of the Town of Newmarket upon delivery. Any transfer of these electronic files to others or reuse or modifications to such files by you will be at the user's sole risk and without any liability to GZA.

**15. Confidentiality; Subpoenas.** Section Deleted.

**16. Insurance.** Prior to the commencement of performance of the services, GZA will furnish you certificates of such insurance and will maintain workers compensation, commercial general liability, automobile liability, and professional liability/contractor's pollution liability insurance. The Certificate will present the following coverage limits:

Commercial General Liability \$2,000,000  
Workers Compensation/Employers Liability Statutory/\$1,000,000  
Automobile Liability \$1,000,000  
Contractors Pollution Liability \$1,000,000  
Professional Liability \$1,000,000



Should the Town of Newmarket decide the insurance amounts/coverage is insufficient, it will notify GZA within 30 business days with a suggested deadline toward amounts/coverage. GZA will then respond within 30 days regarding the availability of and/or additional expense of the additional insurance.

**17. Indemnification.** You agree to hold harmless, indemnify, and defend GZA and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "GZA") against all claims, suits, fines and penalties, including mandated cleanup costs and attorneys' fees and other costs of settlement and defense, which claims, suits, fines, penalties or costs arise out of or are related to this Agreement or the services, except to the extent they are caused by GZA's negligence or willful misconduct.

**18. Limitation of Remedies.**

- a. To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the aggregate liability of GZA and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "GZA") for all claims arising out of this Agreement or the services is limited to the limit of insurance coverage carried by GZA under this Agreement
- b. GZA will not be liable for lost profits, loss of use of property, delays, or other special, indirect, incidental, consequential, punitive, exemplary, or multiple damages.
- c. You will look solely to GZA for your remedy for any claim arising out of or relating to this Agreement, including any claim arising out of or relating to alleged negligence or errors or omissions of any GZA principal, officer, employee or agent.

**19. Disputes.**

- a. All disputes between you and GZA shall be subject to non-binding mediation.
- b. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring that the matter be mediated within forty-five (45) days of service of notice.
- c. The mediation shall be conducted by a retired NH Superior or Supreme Court judge offering mediation services, subject to the rules set by the mediator, or by such other person as the parties may agree upon.
- d. No action or suit may be commenced unless mediation has occurred but did not resolve the dispute, or unless a statute of limitation period would expire if suit were not filed prior to such forty-five (45) days after service of notice.

**20. Miscellaneous.**

- a. New Hampshire law shall govern this Agreement.
- b. The above terms and conditions regarding Limitation of Remedies and Indemnification shall survive the completion of the services under this Agreement and the termination of the contract for any cause.
- c. Any amendment to these Terms and Conditions must be in writing and signed by both parties.
- d. Having received these Terms and Conditions, your oral authorization to commence services, your actions, or your use of the Report or Work Product constitutes your acceptance of them.
- e. This Agreement supersedes any contract terms, purchase orders or other documents issued by you.
- f. Neither party may assign or transfer this Agreement or any rights or duties hereunder without the written consent of the other party.
- g. Your failure or the failure of your successors or assigns to receive payment or reimbursement from any other party for any reason whatsoever shall not absolve you, your successors or assigns of any obligation to pay any sum to GZA under this agreement.
- h. These Terms and Conditions shall govern over any inconsistent terms in GZA's Proposal.
- i. The provisions of this Agreement are severable; if any provision is unenforceable it shall be appropriately limited and given effect to the extent it is enforceable.
- j. The covenants and agreements contained in this Agreement shall apply to, inure to the benefit of and be binding upon the parties hereto and upon their respective successors and assigns.



## **PROFESSIONAL ENGINEERING SERVICES**

### **Macallen Dam: Stability Analysis and Conceptual Design of Abutment Walls Newmarket, New Hampshire**

#### **Revised Qualification Statements, Scope of Work and Cost Proposals**

##### **A. Background**

In September 2015, the Town of Newmarket, NH (Newmarket) requested Proposals from professional engineering firms to conduct an analysis of the Macallen Dam to determine what modifications are necessary for the dam to meet the New Hampshire Department of Environmental Services (NH DES) Dam Bureau's Discharge Capacity requirements under Section Env-Wr 303.12 of the New Hampshire Code of Administrative Rules. The Town received proposals from and interviewed three (3) firms in response to that request.

Through this initial process, there were several questions that were raised regarding the current hydraulic analysis and design flows and expectations from the NH DES with respect to their requirements for a stability analysis. Subsequently, the Town engaged an engineering firm to clarify these hydraulic issues before going forward with the award of a contract for the stability analysis.

As a result of this further study, the Town has re-defined the scope of work with a new focus on a stability analysis and conceptual design related to raising the abutment walls on either side of the dam. With new data and an updated hydraulic model in hand, the Town is asking the three (3) firms who submitted proposals in October 2015 to revise their scope of services and technical approach and update their cost proposals.

##### **B. New Information**

- 1) In 2010, the Town Meeting in Newmarket authorized work for a dam removal feasibility study. A dam removal feasibility study was conducted by Gomez and Sullivan (GSE) to assess the feasibility of dam removal and potential impacts on the Macallen Dam impoundment. As part of this study, an updated hydraulic model was developed.
- 2) In 2013, there was a shift in Town policy which set the Town on a new course to look at repairs to the existing dam structure to meet the spillway capacity requirements for the dam in order to meet the outstanding 2010 Letter of Deficiency.
- 3) A follow-up study was conducted in 2016 by GSE to further improve the Town's understanding of the Lamprey River and Macallen Dam's hydraulics. This resulted in a new lower design flood flow based on existing watershed conditions,

with a target flow at the dam of 9,824 cfs and a water surface elevation of 33.60 feet NAVD88. In addition, a refined HEC-RAS hydraulic model was developed. This new model was approved by the NH DES as the tool to be used to evaluate any proposed changes to the dam going forward. The approved version of this model will be made available to the three (3) proposers.

- 4) The Town of Newmarket wishes to continue to explore its options to meet dam safety criteria and wants to evaluate the feasibility of increasing the height of adjacent wall abutments as a solution to increasing the capacity of the dam in order to pass the 100 year flood flow, with one foot of freeboard without manual operations, in accordance with NH DES requirements.

### **C. Engineering Services Required**

The professional engineering services anticipated to be required by the Town of Newmarket during the project, and addressed in this RFP, generally include but may not be limited to the scope of work outlined below.

#### **Anticipated Tasks/ Scope of Work**

While the Consultant is encouraged to develop a scope that is appropriate for addressing the Town's desires, we anticipate the following tasks will be included in any scope at a minimum.

##### **Task 1. Project Kick-Off Meeting/Initial Consultation**

The selected Consultant will meet with Macallen Dam Study Committee and the NH DES Dam Safety Bureau to review the project and develop an appropriate work plan to meet the Town's needs and those of the NH DES Dam Safety Bureau before initiating the analysis. (Meeting 1) The work plan will be prepared, reviewed and approved by the NH DES Dam Safety Bureau prior to the start of work.

##### **Task 2. Engineering Services**

###### **A. Stability Analysis**

The Consultant will conduct a stability analysis, including reviewing background material and assessing design parameters. The analysis must be performed in accordance with all applicable state and federal dam safety guidelines. The stability analysis shall also be based on the Final Design Flood Analysis Memo prepared by Gomez and Sullivan, dated August 23, 2016, which was approved by the NH DES. (Attached)

The stability analysis completed under this task will determine whether the existing abutments and training walls would support the hydraulic forces during the 100-year design flood. This analysis must also provide sufficient information to develop alternatives for raising the abutments. Stability analysis of spillway portion of the dam is not required except for those portions that are integrated into adjacent buildings or other structures.



## **B. Alternatives Analysis**

The Town expects an analysis of a minimum of three (3) feasible options for purposes of comparing design alternatives and costs in order to meet Letter of Deficiency requirements. The intent of the RFP is to not have an exhaustive review of all options that have already been determined to be infeasible or too costly to implement. The following are not considered as options: complete and partial removal of the dam structure, modifications to the spillway, or armoring and anchoring the dam. The analysis will include conceptual level design schematics, preliminary cost estimates, consideration of access to the dam gates, fish ladder, adjacent properties and structures, underground facilities, and other infrastructure and appurtenances and impact analyses with respect to historic and visual consideration, including three dimensional renderings showing the visual impacts of each ways of minimizing the aesthetic impact of the wall, as that will likely be an issue of adjacent property owners and the public at large.

In addition, the analysis shall look at the incremental impact of raising the wall height by an additional one foot, commenting on the potential additional costs that the Town may incur in the future if the Longmarsh Road culvert modifications project in Durham proceeds, as planned, or to address climate change-driven increases in the 100-year design flood. There will be a joint meeting with NH DES and the Macallen Dam Study Committee to review project alternatives. (Meeting 2)

As part of the analysis, the consultant shall assess the feasibility and cost of automating the dam's gate system through hydraulic and other means as a possible alternative for lowering the height of the abutment walls, reducing costs, and minimizing visual impacts. The applicant shall provide the automation alternative as an "add on" task, breaking out the engineering cost in the cost proposal.

The Consultant shall identify and provide preliminary design and engineering and order-of-magnitude cost estimates for implementing each of the alternatives identified, with a recommendation for the most feasible and cost-effective method for achieving the desired results. A final conceptual design would be completed for the recommended alternative.

The engineering and stability analysis should include any existing portions of the wall structures to remain and/or be incorporated into the design but focus on only what is necessary to meet safety standards with minimal modifications to the dam and, hence cost to the Town.

### **Task 3. Submit a Summary Report to the NH DES**

The Consultant will prepare a summary report that describes the findings of the stability analysis and alternatives analysis, including a detailed description of methods, assumptions, calculations and results. The consultant should identify various alternatives and methods for overcoming any deficiencies that would need to be addressed to meet the NH DES Dam Safety Bureau requirements.



#### **Task 4.           Coordination with NH DES Dam Bureau**

The Consultant will be expected to periodically check in with the Dam Bureau throughout stability analysis and conceptual design process for input and review. There are outstanding items from the initial Letter of Deficiency (See attached September 27, 2010 Letter) that will need to be addressed as part of any final design solutions. Upon conclusion of the analysis, the Consultant will meet with the Macallen Dam Study Committee and the NH DES Dam Safety Bureau (Meeting 3) to review the study results and discuss any potential revisions and/or recommend any follow-up analyses that may be necessary to meet NH DES dam spillway discharge requirements.

#### **Task 5.           Action Plan**

Following the completion of the analysis, the follow-up meeting and after consultation with the Macallen Dam Study Committee, the Consultant will prepare an Action Plan on the Town's behalf for submission to the NH DES Dam Safety Bureau. The plan will specify the actions to be taken to address the deficiencies as outlined in the September 27, 2010 Letter of Deficiency and a proposed timeframe for undertaking the actions. The plan shall also identify necessary permits and the need for coordination with other agencies, such as the New Hampshire Fish and Game Department and New Hampshire Division of Historic Resources. The plan will provide justification for the proposed actions showing that it will bring the dam into compliance with applicable regulations; will not endanger life or property downstream; or cause environmental losses that are not reversible, and provide a reasonable time frame for implementation.

#### **Task 6.           Coordination Meetings and Public Presentation**

The Consultant will be expected to participate in at least three (3) joint coordination meetings with NH DES and the Macallen Dam Study Committee as identified under preceding tasks. In addition, there will be a public presentation (Meeting 4) to the Newmarket Town Council, to which affected property owners and stakeholders will be invited. The purpose of the meeting will be to present the results of the stability analysis and conceptual design, cost estimates, and recommended next steps for the Town in implementing the results of the study, upon completion of the draft report. The draft report shall be finalized following the public presentation and incorporate appropriate responses to issues raised and any further recommendations to the Town.

### **D.       Consultant Selection**

It is the Town's intent to select a Consultant based on the proposed scope of work, project team experience, and project costs. Consistent with the Town of Newmarket Purchasing Policy, adopted by the Newmarket Town Council on August 5, 2009, the procurement of these professional

services shall be negotiated by the affected departments (Public Works and Planning) in consultation with the Macallen Dam Study Committee on the basis of demonstrated competency, innovative ideas, technical approach, experience in doing similar projects and qualifications at fair and reasonable fees. The NH DES Dam Safety Bureau will be consulted to ensure that the proposed scope is adequate to satisfy dam safety regulations and requirements.

- 1) Proposals must be submitted in a separate sealed envelope plainly marked, **"Macallen Dam: Stability Analysis and Conceptual Design of Abutment Walls"**. Consultants are required to submit eight (8) original hard copies and one (1) electronic copy as a PDF will be submitted on CD. Double-sided copies are appreciated. The package shall include:
  - a. Technical Proposal, not to exceed ten (10) typed, single-spaced pages.
  - b. Statement of Qualifications and directly relevant work experience, not to exceed ten (10) pages. The consultant shall clearly identify a primary contact for their proposal and clearly provide that person's phone number and email address.
  - c. List of references who may be contacted on the consultant's qualifications and work experience, not to exceed one (1) page.
  - d. Curriculum vitae or resumes for project team members, not to exceed two (2) pages per team member; and not to exceed a total page limit of fifteen (15) pages for the entire project team. A lead project engineer shall be identified who will oversee all technical aspects of the work and who meets the requirements outlined in Env-Wr 403.03(a)(1).
  - e. Timeline to complete individual tasks outlined in the RFP. The timeline will be in GANTT format.
  - f. One cost proposal, presented as a lump sum for services, stating an amount not to exceed, shall be submitted, along with an hourly fee schedule for supplemental services.
- 2) Proposals will be opened at the Newmarket Town Hall in the Town Council Chambers located at 186 Main Street, Newmarket, NH 3 on **Tuesday, May 16, 2017 at 3:00 pm.**
- 3) The Macallen Dam Study Committee will evaluate the proposals based on the following criteria:
  - a. Experience of firm and assigned staff;
  - b. Water resource and structural engineering and design experience;



- c. Clarity, presentation and quality of proposal;
  - d. Experience and success in completing similar projects in New Hampshire;
  - e. Demonstration of implementing creative solutions to complex structural/dam engineering issues;
  - f. Availability of applicable insurance and bonding;
  - g. Financial capability;
  - h. Current and anticipated workload; and
  - i. Cost.
- 4) The Macallen Dam Study Committee will review the proposals and rank them according to the criteria outlined in Section 3 above. The Macallen Dam Study Committee will determine the top firm(s) based upon a review and ranking process. The top ranking firm(s) will be asked to interview with the Study Committee. Those firms invited to interview will ensure that the anticipated project managers, individuals responsible for public presentations, and sub-consultants (if applicable) for this project will be present during the interview.
  - 5) After the final ranking is completed, the Macallen Dam Study Committee will determine the top-ranking consultant and proceed with negotiations with that firm. If negotiations are unsuccessful, the Macallen Dam Study Committee will contact the second ranked consultant and proceed with contract negotiations with that firm, and so on.
  - 6) Once the Macallen Dam Study Committee completes negotiations, it will present its recommendations to the Town Council, which will authorize the signing of the contract with the selected consultant at the negotiated price.

#### **E. Anticipated Schedule**

The following schedule is planned for retaining engineering services:

Issue RFP:	April 26, 2017
Receive Proposals:	May 16, 2017
Interviews:	May 22 to May 24, 2017
Select Firm and Negotiations:	May 30 to June 9, 2017
Contract Award:	June 21, 2017 (Town Council)
Project Start meeting	July 1, 2017
Anticipated Project Completion	October 31, 2017



## **F. Other**

This RFP does not commit the Town of Newmarket to pay any costs incurred by engineering firms in the submission or presentation of a qualifications package, or in making the necessary studies for the preparation thereof. By submitting to this RFP, you are authorizing the Town to request any relevant information or ask any questions in order to make an informed decision. You further agree to release the Town from any liability in the review of the firm's qualifications and references.

If the Macallen Dam Study Committee feels, at any time, that a firm's Proposal contains false or misleading statements, references, or any other matter which does not support a function, attribute, capability, or condition as stated by the firm or firms submitting, the submittal shall be rejected, regardless of the status or the phase of the selection process.

All work undertaken under this contract shall comply with applicable laws, regulations and standards as set forth by the State of New Hampshire Dam Safety Bureau and other Agencies.

## **G. Reservation of Rights**

The Town reserves the right to undertake such investigations as it deems necessary to evaluate the qualifications of the firm and to evaluate the qualifications of individual team members submitted.

Firms may be requested to execute releases for information. Failure to provide a release upon request will result in disqualification.

The Town of Newmarket reserves the right to negotiate additional work including, but not limited to studies, design work, construction engineering services, and other related work.

The Town of Newmarket reserves the right to reject any or all statements of qualifications/proposals, to waive technical or legal deficiencies, and to accept any proposal that it may deem to be in the best interest of the Town and to negotiate the terms and conditions of any proposal leading to execution of a contract.

## **I. Questions**

Town of Newmarket staff will not respond to telephone questions about the RFP. Questions concerning this RFP must be received in writing to the Town of Newmarket, 186 Main Street, Newmarket, NH by May 5, 2017. Questions may also be submitted via e-mail to Diane Hardy, [dhardy@newmarketnh.gov](mailto:dhardy@newmarketnh.gov) (Subject Line: Macallen Dam: Stability Analysis and Conceptual Design of Abutment Walls RFP Questions) or by facsimile machine to (603) 659-8508 (Attention: Diane Hardy). The Town of Newmarket will post responses to all submitted questions at [www.newmarketnh.gov](http://www.newmarketnh.gov).

## **H. Due Date**

All proposals and costs must be titled " Macallen Dam: Stability Analysis and Conceptual Design of Abutment Walls" and received by **Tuesday, May 16, 2017 at 3:00 pm.**

Newmarket Town Hall  
Town Council Chambers  
186 Main Street  
Newmarket, NH 03857

Any proposals received after this specified time will not be considered. There will be a scheduled proposal opening immediately following the submittal of proposals.

Request for Proposal 4262017 - DH

## Macallen Dam: Stability Analysis and Conceptual Design of Abutment Walls

### Tabulation of Cost Proposals

<b>GZA</b>	Base Bid	\$ 32,000.00
	EAP /OMRF	<u>\$ 3,000.00</u>
	Subtotal	\$ 35,000.00

### Optional Services

Automation Analysis	\$ 4,000.00
Subsurface Exploration	\$ 5,000.00
Underwater Investigation	\$ 1,500.00
Hydraulic Analysis	<u>\$ 1,500.00</u>
Subtotal	\$ 12,000.00

**Total** **\$ 47,000.00**

### Wright-Pierce

Base Bid*	\$ 44,467.00
EAP/OMRF	<u>\$ 5,275.00</u>
Subtotal	\$ 49,742.00

\* Base Bid included \$5,000 in geotechnical services

Gate Automation \$ 1,450.00

**Total** **\$51,192.00**

### Gomez Sullivan

Base Bid	\$ 44,200.00
EAP/OMRF	<u>\$ 5,000.00</u>
	\$ 49,200.00

### Optional Services

Gate Automation	\$ 3,950.00
Dam Spillway Analysis	?????

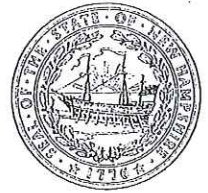
**Total** **\$ 53,150.00**

Prepared by Diane Hardy  
Newmarket Planning  
14-Jun-17





The State of New Hampshire  
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

Mr. Ed Wojnowski  
Town of Newmarket  
186 Main Street  
Newmarket, NH 03857

September 27, 2010  
Letter of Deficiency  
DSP#10-076

RE: Macallen Dam #177.01, Newmarket

**NEW STATUTORY PENALTY PROVISIONS  
PLEASE READ CAREFULLY**

Dear Mr. Wojnowski:

The Department of Environmental Services, Dam Bureau (DES) is responsible for ensuring the safety of dams in New Hampshire through its dam safety program. One of the many tools that helps us to reach this goal is our dam inspection program.

In accordance with RSA 482:12 and Env-Wr 302.02, an inspection of the subject dam was conducted on November 5, 2009. Based upon the results of that inspection, as well as upon additional investigation or analysis that may have been conducted, DES is issuing this Letter of Deficiency (LOD) to advise you that the following items constitute deficiencies that DES believes can be remedied in accordance with the deadlines indicated:

**Continue to monitor and repair:**

1. Seepage from downstream left side stone training wall, located at base of gate structure apron;
2. Concrete cracks and spalling on:
  - a. Upstream right side training wall vertical crack. See photo A;
  - b. Downstream right side of gate structure housing. See photo B;
  - c. Concrete piers on the upstream face of the of the gate structure housing. See photo C;

**By March 1, 2011:**

3. Submit an Operation, Maintenance and Response (OMR) plan to DES for review. See attached template;
4. Submit an updated Emergency Action Plan (EAP) in accordance with Env-Wr 500;

**By September 1, 2011:**

5. Fill, seed and mulch the right side earthen embankment in order to provide a level, hearty grass surface consistent across the complete surface. See photo D;
6. Remove deteriorated portions to a sound substrate, clean and structurally patch the following areas:
  - a. Gate structure housing's downstream left side interface with the downstream retaining wall. See photo E;
  - b. Left side upstream training wall, bricked portion. See photo F and G;
7. Investigate and report to DES the condition of the right side upstream training wall's base, assess for possible undermining and overall condition of the wall. This is the wall section below water line, below what was field evaluated on November 5-2010 by DES and Wright-Pierce engineers. See photos H, I and J;

DES Web site: [www.des.nh.gov](http://www.des.nh.gov)

P.O. Box 95, 29 Hazen Drive, Concord, New Hampshire 03302-0095

Telephone: (603) 271-3503 • Fax: (603) 271-2983 • TDD Access: Relay NH 1-800-735-2964

Letter of Deficiency  
Dam #177.01/DSP #10-076  
September 27, 2010  
Pg. 2

8. Submit a permit application with appropriate plans and specifications to increase the discharge capacity of the dam to safely pass the design flow (2.5 Q100 or IDF) with one foot of freeboard with no operations and to address any other structural deficiency found as part of your consultant's detailed evaluation; and

**By September 1, 2012:**

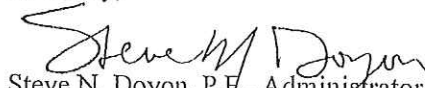
9. Complete the reconstruction and/or repair of the dam to meet the requirements of the permit issued in accordance with item #8.

Our intent in issuing this LOD is to make you aware of items that require your attention to ensure the continued safe operation of your dam. It is our hope that, through the return of the attached form and correction of the identified deficiencies, you will develop and maintain a commitment to keeping a safe and well-maintained dam.

Please note that effective January 1, 2009, significant changes to the penalty provisions of New Hampshire's dam safety statute (RSA 482) became effective. These changes require DES to commence proceedings to levy fines of up to \$2,000 per violation per day against a dam owner who does not respond within 45 days of receipt of a written order, directive, or any notice of needed maintenance, repair, or reconstruction issued by DES. To avoid proceedings under this provision, you **must respond** to this LOD. We believe the easiest way to respond is to sign and return the attached "Intent to Complete Repairs" form, either agreeing to correct the identified deficiencies by the dates indicated OR by proposing amendments to the listed work items or dates, which you may do by writing directly on the form. DES will evaluate and respond to any reasonable requests for proposed amendments in a timely manner. We have enclosed a self addressed stamped envelope for you to return this form. You may also scan and e-mail the completed form to [damsafety@des.nh.gov](mailto:damsafety@des.nh.gov) or fax it to (603) 271-6120. **If you fail to return this form within 45 days or fail to otherwise respond in writing within 45 days indicating your intent to remedy the identified deficiencies, you will not have the benefit of the compliance deadlines indicated on the form and DES will commence a proceeding under RSA 482:89 to seek administrative fines for the identified deficiencies.** Please note that responding as required does not preclude DES from pursuing other appropriate action for the identified deficiencies, in accordance with the DES Compliance Assurance Response Policy, available on-line at <http://des.nh.gov/organization/commissioner/legal/carp/index.htm>.

If you have any questions or comments regarding this LOD or would like to be present at future inspections, please contact Chuck Corliss at 271-4130 or write to me at the address for the Water Division listed on the bottom of the previous page.

Sincerely,

  
Steve N. Doyon, P.E., Administrator  
Dam Safety and Inspection

Attachments: Dam Report, Photos, Plan View Drawing, OMR form, DB13

cc: DES Legal Unit

Certified # 7007 3020 0080 5329 1391

SND/CAC/was/h:/damfiles/17701/LOD/20100927 17701



CHARTERED JANUARY 1, 1991

FOUNDED DECEMBER 15, 1727



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

**Resolution 2016/2017 - 37**

**Authorizing the Town Administrator to enter into a three -year agreement with First Light  
for hosted PBX Telephone System Services**

WHEREAS: it has been determined that the current telephone system has come to the end of its useful life, and

WHEREAS: the Director of Information Technology requested proposals to replace the current system, and

WHEREAS: the Town currently pays \$3,015.00 monthly for communication services, and

WHEREAS: the Director of IT and the Director of Facilities recommend that the Town enter into an agreement with First Light (formerly Bayring) for hosted PBX services.

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

The Town Council authorizes the Town Administrator to enter into a three-year agreement with First Light for hosted PBX Services for the cost of \$36,363.00 annually based on monthly costs of \$3030.25 inclusive of all fees and services.

*First Reading: June 21, 2017*

*Second Reading: July 19, 2017*

*Approval:*

Approved: \_\_\_\_\_  
Dale Pike, Chairman 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

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# STAFF REPORT

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**DATE:** June 14, 2017

**TITLE:** Phone system replacement

**PREPARED BY:** Greg Marles, Director of Facilities and Doug Poulin, Director of IT

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

I recommend passage of this resolution.

**BACKGROUND:** We currently utilize a Cisco Unified Call Manager system with a Cisco Unity voicemail system. Both systems are in-house managed, but requires us to contract out all maintenance and repairs at an additional cost. Our current systems are out of date and no longer supported by Cisco, leaving us without anyway of doing updates. We have recently had to deal with phone system failures that has demonstrated that we need to replace the system. Doug Poulin has researched an off site hosted solution which eliminates the need for the Town to provide servers, air conditioning systems, battery backup systems, and fee based maintenance. The plan is to put in place a “cloud based” system which is easier to maintain for the Town; it provides for free upgrades, free replacement phone set during the contract period, and requires less specialized technical service to program..

**DISCUSSION:** Given that the Town's phone system is a critical part of the Town's ability to conduct day to day operations, as well as emergency operations, it is imperative that the solution be robust, proven, supported, and backed by a company with excellent support skills. Further, since phones are starting to fail and the average age of a Town phone is 11 years, new phones are required as we can no longer purchase the older models. Support that is 24 hours a day is required for Police and Fire, and a proven track record with other municipalities would be beneficial. Upon researching four competing vendors, we have selected a hosted solution from FirstLight Communications out of Portsmouth, NH as providing the best level of options and service. The new system also takes from the Comcast connect to a fiber based system at a much high communication rate. This will allow for us to grow the system when and where necessary to keep up with the technology improvements and changes.

STAFF REPORT

**FISCAL IMPACT:** The proposed three year term comes out to approximately what we pay now for just long distance, internet, and dial tone. additionally, it eliminates our Comcast fees, removes long distance charges within the United States and Canada, and decreases our fees paid to Fairpoint.

We requested proposals from three companies, the following are the cost comparisons

Feature	RTM	Force 3	FirstLight
Upfront PBX Cost	\$20,640 or \$995 per month lease	\$33,000	\$0
New Phones	\$15,500	\$16,800	included
Long Distance Fees	\$1636	\$1636	included
Support/Maint (vendor)	\$0 year one, \$504 yearly after	\$412 yearly	included
Support/Maint (hardware vendor)	\$4,100 year	\$6,200 year	included
Setup Fees	Included	\$5,600	included
System Updates	extra	extra	included
Phone replacement	At cost	At cost	included
Bandwidth	\$350	\$350	\$350
Monthly Fees after 3 years	\$1636	\$1636	\$1383
Hold, Park, Transfer	Yes	Yes	Yes
Softphone for Android and IOS	No	Yes	Yes
Extension Anywhere	Yes (requires firewall changes)	Yes (requires firewall changes)	Yes
Visual Voicemail	Yes	Yes	Yes

Notes: The BayRing monthly fee includes Internet bandwidth at 50M up and 50M down. With either RTM or Force3 we would need to pay approximately \$350 a month for this service.

Also Note: The TSE solution the School uses requires us to purchase a PBX and phones, for 60 users the cost would be about \$16,000 up front.

**RECOMMENDATION:** We recommend to move forward with the 3 year agreement with First Light for a off-site hosted phone system.

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



# Cisco Business Edition 6000 Solutions

## Collaboration System Release Version 11.6 and 10.6

The Cisco® Business Edition 6000 (BE6000) gives employees a full range of collaboration tools: premium voice, video, messaging, instant messaging and presence, conferencing, video conferencing, contact center services, mobility capabilities, and more. With these tools your small or midsize business can boost productivity among employees and strengthen relationships with customers and business partners. And they can help you speed decision making and reduce time to market.

Cisco BE6000 is purpose-built for companies with 25 to 1000 employees. The solutions consist of one or more modular, stackable servers so you can easily add more capacity to support additional users. And because they use virtualization technology, they pack a lot of collaboration tools into a small form factor.

Cisco BE6000 is delivered with a suite of preloaded, ready-to-activate unified communications and collaboration applications. And as your business needs grow, you can easily "turn on" the additional application options supported, including contact center, video conferencing, [Cisco Spark™ Hybrid Services](#), and more.

With these choices in size and functionality, you can select a collaboration engine that meets your business's specific needs.

## Platform Model Options

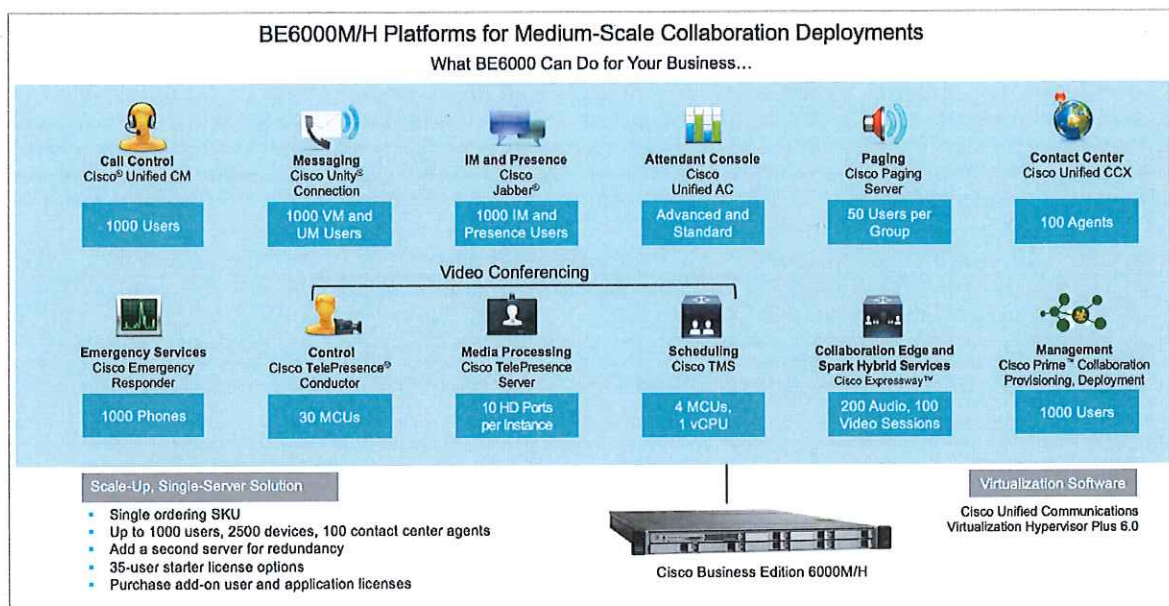
Cisco BE6000 platforms are built on virtualized Cisco Unified Computing System™ (Cisco UCS®) products, which are designed for performance and density over a wide range of company sizes and business workloads. There are three models:

- BE6000H: Supports eight collaboration application options plus one for provisioning in a single virtualized server platform; maximum capacity of 1000 users, 2500 devices, and 100 contact center agents. Ideal for medium- to large-scale end-to-end collaboration deployments (see Figure 1).
- BE6000M: Supports four collaboration application options plus one for provisioning in a single virtualized server platform; maximum capacity of 1000 users, 1200 devices, and 100 contact center agents. Ideal for medium-scale end-to-end collaboration deployments.
- BE6000S: Supports five fixed collaboration applications in a single integrated router/gateway/virtualized blade server platform; maximum capacity of 150 users and 300 devices. Ideal for small-scale "office in a box" collaboration deployments (see Figure 2).

The servers are delivered ready for use, with a preinstalled virtualization hypervisor and preloaded software, ready to install. Specific details of BE6000 platform components are available at the links provided in following section.

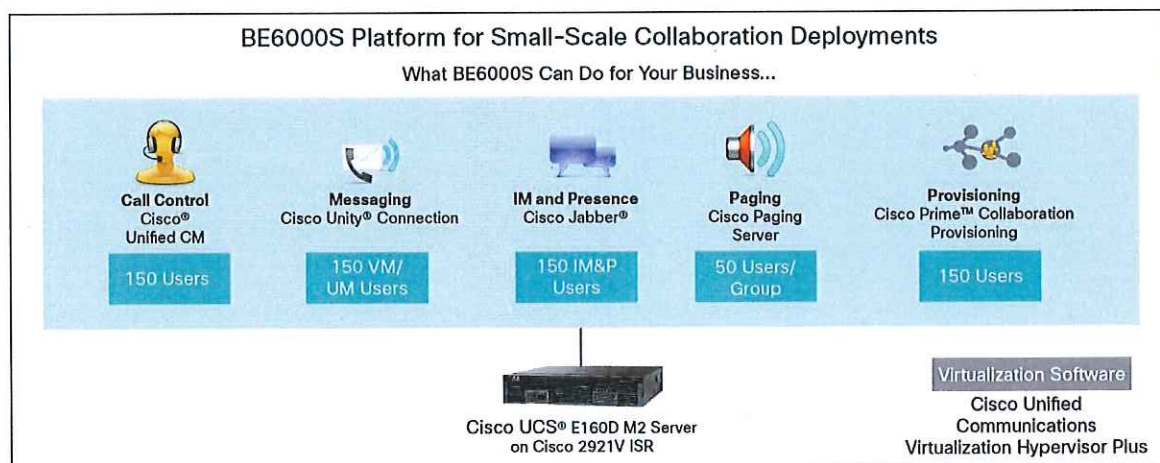
**Figure 1.** Cisco BE6000H/M: Built for Medium-Scale Collaboration Deployments

The Cisco BE6000 is a packaged solution that comes preloaded with virtualization and applications software. Simply turn on additional collaboration applications as your business needs grow.



**Figure 2.** Cisco BE6000S: Built for Small-Scale Collaboration Deployments

This integrated router, gateway, and blade server is ideal for small sites that need basic, entry-level voice and IP telephony capabilities, together with powerful, easy-to-use collaboration tools.



## Licensing

The collaboration applications in the BE6000 platform models are licensed on a per-user basis. Each BE6000 customer may purchase a choice of highly discounted Cisco User Connect Licenses (UCL) or Cisco Unified Workspace Licenses (UWL) for the first 35 users of foundation applications listed in the following section. You can purchase additional applications and user licenses a la carte, based on BE6000 model type.



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## Foundation Applications

The following applications are typically used together to deliver the core unified communications features of each BE6000 solution:

- [Cisco Unified Communications Manager](#) (Cisco Unified CM) is the call-processing engine of Cisco's Collaboration Architecture. It extends voice and video features to network devices such as IP phones, telepresence endpoints, media-processing devices, gateways, and multimedia applications. Cisco Unified CM is equipped for use with the Instant Messaging (IM) and Presence Service. In addition, multimedia conferencing, collaborative contact centers, and interactive multimedia response systems are made possible through its open telephony APIs.
- [Cisco Unified Communications Manager IM and Presence Service](#) provides embedded standards-based enterprise instant messaging (IM) and network-based presence. The service is secure, scalable, easy to manage, and rich in features. It's tightly integrated with [Cisco Jabber®](#) desktop and mobile instant messaging and presence clients and the Cisco Jabber Software Development Kit (SDK). Collaboration clients such as Cisco Jabber use products from the Cisco collaboration portfolio to perform many functions, such as instant messaging, presence, click-to-call, phone control, voice, video, visual voicemail, and web collaboration.
- [Cisco Unity® Connection](#) integrates voice-messaging and voice-recognition functions to provide continuous global access to calls and messages. Its advanced convergence-based communication services allow you to use natural-language voice commands to place calls or listen to messages in hands-free mode and to check voice messages from your desktop, either from your email inbox or using a web browser. It also provides robust Auto-Attendant functions, including intelligent routing for incoming calls and easily customizable call-screening and message-notification options.
- [Cisco Prime® Collaboration Provisioning](#) provides an automated process for initial deployments and for ongoing moves, adds, changes, and deletions. An intuitive user interface provides a single view of a subscriber and the subscriber's services. Cisco Prime Collaboration Provisioning significantly accelerates site rollouts and dramatically reduces the time required for ongoing changes. The result? Exceptional productivity gains and lower operating expenses. In addition, Cisco Prime Collaboration Provisioning simplifies the tasks, allowing organizations to optimize IT resources and further reduce total cost of ownership.
- [Cisco Prime Collaboration Deployment](#) is an application that is designed to assist in the management of unified communications applications. It allows you to perform tasks such as migration of older software versions to new virtual machines, fresh installs, and upgrades of existing applications.
- [Cisco Licensing](#) (including Cisco Prime Licensing Manager) makes usage and reporting simple. Licensing Manager provides a centralized, at-a-glance view of compliance and allows for redistribution of licensing among supported products. User licensing—based on user profiles—aligns with Cisco User Connect Licensing (UCL) and Cisco Unified Workspace Licensing (UWL) purchasing models.



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## Additional Collaboration Options

To complement the core unified communications applications detailed previously, you can also choose to deploy the following collaboration applications with the BE6000M and BE6000H models:

- [Cisco Expressway](#) is an advanced gateway that helps make collaboration as simple, secure, and effective outside the organization as it is inside. Expressway provides remote access to mobile users and teleworkers, without the need for a separate VPN client. It supports business-to-business and business-to-consumer collaboration, and video interoperability with third-party standards-based systems. Expressway also enables seamless [hybrid collaboration](#) experiences, connecting on-premises unified communications assets to [Cisco Spark](#) and Cisco [WebEx](#)® cloud services.
- [Cisco TelePresence® Server](#) helps make video pervasive for all users, from browser to boardroom. It supports multiparty high-definition (HD) videoconferencing capabilities as a co-resident application. Flexible licensing options allow you to deploy conferencing in the way that best suits your needs. Cisco TelePresence Server can be licensed in conjunction with Cisco TelePresence Conductor on a per-user basis for high-quality small-group ad hoc and MeetMe conferencing, either with Cisco Unified Workspace Professional Licensing, Personal Multiparty conferencing, or on a concurrent call (screen) basis.
- [Cisco TelePresence Conductor](#) simplifies and enhances conference resource management, making conferences easy to join and administer. It uses knowledge of all available video conferencing resources and their capabilities to help ensure dynamic, intelligent conference placement and optimum resource usage.
- [Cisco TelePresence Management Suite](#) offers flexible scheduling capabilities for video meetings, including the ability to integrate with Microsoft Exchange and Microsoft Office 365. It also works alongside Cisco TelePresence Conductor to enable user self-service personalization of individual conferencing environments (Cisco Collaboration Meeting Rooms).
- [Cisco Unified Contact Center Express](#) provides high-quality call center capabilities, including agent-based services as well as fully integrated self-service applications, sophisticated and distributed automatic call distributor (ACD), interactive voice response (IVR), customer voice portal (CVP), and computer telephony integration (CTI).
- [Cisco Unified Attendant Consoles](#) provide the human attendant console operator with the tools to quickly accept and effectively dispatch incoming calls to individuals across the organization.
- [Cisco Emergency Responder](#) helps assure that Unified Communications Manager sends emergency calls to the appropriate United States Public Safety Answering Point (PSAP) for the caller's location, and that the PSAP can identify the caller's location and return the call if necessary. The system automatically tracks and updates equipment moves and changes, helping ensure better compliance with legal or regulatory obligations and reducing the risk of liability related to emergency calls as a result.
- [Cisco Paging Server](#) provides paging capabilities for all users. It supports basic and advanced paging features. Basic paging features require no license and allow point-to-point or group audio paging between groups of up to 50 Cisco IP phones. An advanced paging license allows unlimited paging groups. It also makes possible other advanced functions, including paging to overhead analog and IP speakers, bell scheduling, prioritizing emergency notifications with the call-barge option, prerecorded and text-only pages, integration with social media sites for notification, email and Short Message Service (SMS) mass notification and all-number monitoring, Emergency Services alerting, and integration with Cisco Jabber clients.

In addition, when used with a Cisco UC Virtualization Hypervisor Plus license, BE6000M and BE6000H platform models support co-residency of approved third-party collaboration applications as described in the [Co-Residency Policy](#). Virtualization Hypervisor Plus licenses may be replaced with a higher-tier feature edition to host any application if required.

## Solution Specifications: System Capacity

Tables 1 and 2 list the system capacities supported by the BE6000 platform models. For solution design guidance and deployment models, please refer to the [Preferred Architecture for Midmarket Collaboration](#) and [Cisco Validated Designs guides](#). The [Cisco Solutions Reference Network Design \(SRND\) guides](#) and the [Cisco Collaboration Virtualization](#) document are also available for more advanced implementations, as required.

**Table 1.** Cisco BE6000M and BE6000H Models System Capacity

Attribute	Capacity
Maximum number of users	1000
Maximum number of mailboxes and voicemail ports	1000 mailboxes and 24 voicemail ports
Number of contact center agents	100
Number of presence users	1000
Number of devices supported	BE6000H: 2500 devices BE6000M: 1200 devices
Maximum number of co-resident applications	BE6000H: Choice of up to nine applications (eight collaboration + one provisioning) BE6000M: Choice of up to five applications (four collaboration + one provisioning)

**Table 2.** Cisco BE6000S Model System Capacity

Attribute	Capacity
Maximum number of users	150
Maximum number of mailboxes and voicemail ports	150 mailboxes and 24 voicemail ports
Number of presence users	150
Number of devices supported	300
Maximum number of fixed applications	Fixed combination of five applications: Cisco Unified Communications, Cisco Unity Connection, Cisco Instant Messaging and Presence Service, Cisco Paging Server, plus Cisco Prime Collaboration Provisioning (management). Additional Cisco and third-party applications are not supported

**Table 3.** Ordering Cisco Business Edition 6000 Platform Models

Part Number	Description
BE6H-M4-K9=	Cisco Business Edition 6000H Svr (M4), Export Restricted SW
BE6H-M4-XU=	Cisco Business Edition 6000H Svr (M4), Export Unrestrict. SW
BE6M-M4-K9=	Cisco Business Edition 6000M Svr (M4), Export Restricted SW
BE6M-M4-XU=	Cisco Business Edition 6000M Svr (M4), Export Unrestrict. SW
BE6S-PRI-M2-K9	Cisco Business Edition 6000S Server/Router/Gateway (1 PRI + 10 CUBE)
BE6S-PRI-M2-XU	Cisco BE6000S Server/Router/Gateway (1 PRI + 10 CUBE), Export Unrestricted SW
BE6S-BRI-M2-K9	Cisco Business Edition 6000S Server/Router/Gateway (4 BRI + 10 CUBE)
BE6S-BRI-M2-XU	Cisco BE6000S Server/Router/Gateway (4 BRI + 10 CUBE), Export Unrestricted SW
BE6S-FXO-M2-K9	Cisco Business Edition 6000S Server/Router/Gateway (4 FXO + 10 CUBE)
BE6S-FXO-M2-XU	Cisco BE6000S Server/Router/Gateway (4 FXO + 10 CUBE), Export Unrestricted SW



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## Ordering Information

To order any BE6000 platform model, simply purchase the required number of servers and add application licensing to enable the required mix of features and number of users. Cisco channel partners and resellers can refer to the [Cisco Business Edition 6000 Ordering Guide](#) for further information.

To place an order, contact your local Cisco representative or visit Cisco.com [Locate a Partner](#) and search on "Express Collaboration Specialization (ECS)," "Advanced Collaboration Architecture Specialization (ACAS)," or "Cisco Authorized Business Edition Reseller" to find a certified unified communications partner in your local area.

## Cisco Unified Communications Services

Cisco Unified Communications Services help you accelerate cost savings and productivity gains associated with deploying Cisco Unified Communications in your network. Delivered by Cisco and our certified partners, our portfolio of deployment and technical support services is based on proven methodologies for unifying voice, video, data, and mobile applications on fixed and mobile networks. Our unique lifecycle approach to these services can help you provide your users with powerful new ways to collaborate with co-workers, partners, and customers across any workspace to accelerate business advantage.

To learn more, please visit <http://www.cisco.com/go/ucservices>.

## Cisco Capital

### Financing to Help You Achieve Your Objectives

Cisco Capital® can help you acquire the technology you need to achieve your objectives and stay competitive. We can help you reduce CapEx. Accelerate your growth. Optimize your investment dollars and ROI. Cisco Capital financing gives you flexibility in acquiring hardware, software, services, and complementary third-party equipment. And there's just one predictable payment. Cisco Capital is available in more than 100 countries. [Learn more](#).

## For More Information

To learn more about Cisco Business Edition 6000 solutions, visit: <http://www.cisco.com/go/be6000>.

To learn more about Cisco's complete portfolio offering for midmarket, visit: <http://www.cisco.com/go/midmarket>.

To learn more about resources for Cisco channel partners, visit: <http://www.cisco.com/go/bepartner>.



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Cisco Systems, Inc.  
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## Budgetary Estimate #045021

**Submitted – September 20<sup>th</sup>, 2016 - to the Town of Newmarket, NH**

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### Overview

Force 3, LLC's mission is simple: 100% customer success, for every customer, every time.

Force 3 is THE Network Security Company. Since 1991, Force 3 has focused on building a strong reputation for providing innovative, cost-effective information technology and secure network solutions that add business value and exceed customer expectations. Our engineering team develops solutions unique to the needs of our customers with security at the forefront of every deployment. Force 3's experienced engineers will work side-by-side with your team to provide a framework for your security technologies using the latest methodology and next-generation tools.

We have developed the following budgetary quote as an estimate of the scope, hours, expertise, and period of performance required to meet your project objectives. Please note that this is only an estimate, and is intended to communicate preliminary technical scope, period of performance (POP), pricing, and recommended contract vehicle. Based on your feedback or upon the issue of a formal solicitation, Force 3 can provide a formal, detailed proposal.

### Preliminary Technical Scope of Work

The following scope of work is based on Force 3's current understanding of this project's requirements.

- Perform one day of onsite requirements gathering
- Advise the customer of any gaps that are outside the scope of the project and that may impact the success of the migration, along with recommended steps for remediation
- Develop a system design and implementation plan for the project
- Perform staging as required to prepare the BE6S appliance for deployment, including configuration of Cisco Unified Communications Manager and Unity Connection according to Cisco best practices
- Complete on-site integration-
  - o Export, scrub, and migrate end user data from existing legacy CUCM instance utilizing BAT
  - o Migrate voicemail content as required using COBRAS
  - o Integrate new BE6S appliance with exiting PRI and 6 SRST gateways
  - o Modify DHCP options and reboot phones to cutover service
- Execute the test plan and validate proper functionality
- Provide on-site Day One support
- Provide up to four (4) hours of knowledge transfer
- Provide customer with as-built documentation for the deployed solution

In addition to the above installation services, Force 3 has included the following:

8x5xNBD SmartNet.

One year of Optimization Services provided remotely by a Technical Consultant level engineer on an annual subscription basis totaling 32 hours. Delivered 8 hours per quarter. Includes maintenance tasks, support and non-project work.

### Place of Performance

Force 3 office or Town of Newmarket location

## Project Specific Assumptions

This budgetary estimate is based on the following project-specific assumptions:

1. The customer will be responsible for ensuring that their existing network infrastructure will support the applications to be deployed, including QOS.
2. The solution will reuse the customer's existing endpoints and SRST capable routers.

### Budgetary Estimate

Category	Total Amount
<b>Professional Services – Integration</b>	\$19,800.00
<b>Bill of Materials</b>	\$8,220.62
<b>Optimization Services – Year One</b>	\$5,600.00
<b>Grand Total</b>	\$33,620.62

Please note that this estimate is a Rough Order of Magnitude (ROM), and is provided for internal budgetary purposes only. This ROM does not obligate Force 3 or the customer in any manner with respect to this project.

**Please note this budgetary estimate does not include any anticipated Travel, Per Diem, Contracting Fees, and/or Project Financing Costs.**

Force 3 can provide a formal proposal once the scope of work and project requirements are further defined, or in response to a formal solicitation. Any subsequent contract shall be subject to mutually acceptable terms and conditions.

Force 3 looks forward to the opportunity to support you now and in the future. Please contact me if you have any questions or need additional information.

Sincerely,

Will Morris  
Account Manager  
(410) 774-7141  
wmorris@force3.com



**Force 3, LLC**  
 2151 Priest Bridge Dr.  
 Crofton, MD 21114  
 301.261.0204

Remit To Address  
 Force 3, LLC  
 P.O. Box 759309  
 Baltimore, MD 21275-9309

**Quote #:** Q347507  
**Date:** 9/20/16  
**Expiration Date:** 10/20/16  
**Contract Type:** Open Market  
**Requisition #:**

**To:** David Zahrs  
**Site:** Town of Newmarket  
**Phone:** (603) 659-8501  
**Fax:**  
**Email:** dzahrs@newmarket.gov

**Force 3 Sales Contacts:**  
 Adam Summerfelt 1-410-774-7940  
 asummerfelt@force3.com  
 Will Morris (410) 774-7141  
 wmorris@force3.com

Line Number	Item	Description	Quantity	Unit Price	Extended Price
1.00	BE6S-PRI-M2-K9	Cisco BE6000S (1xPRI,10xCUBE), Export Restricted SW	1	\$4,477.85	\$4,477.85
1.01	SPFC-SNT-BE6SPRI9	SUPPORTPLUS FOR CISCO POWERED BY SMARTNET 24x7 SUPPORT STAFFED BY US CITIZEN W/ CLEARANCE. 8 x 5 x NBD. Cisco BE6000S (1xPRI,10xCUBE), Export Restricted SW	1	\$412.87	\$412.87
1.02	CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	1	\$0.00	\$0.00
1.03	S29UK9-15503M	Cisco 2901-2921 IOS UNIVERSAL	1	\$0.00	\$0.00
1.04	MEM-2900-512U1GB	512MB to 1GB DRAM Upgrade (512MB+512MB) for Cisco 2901-2921	1	\$0.00	\$0.00
1.05	BE6S-SW-10X11X-K9	Media (no lic) for Cisco Collaboration 10.x, Export Restr	1	\$0.00	\$0.00
1.06	VMW-VS6-HYPPLS-K9	Embedded License, Cisco UC Virt. Hypervisor Plus 6.x (2-cpu)	1	\$0.00	\$0.00
1.07	CAB-CONSOLE-USB	Console Cable 6 ft with USB Type A and mini-B	1	\$0.00	\$0.00
1.08	CIT-E160D-M2BUN/K9	UCS-E160D-M2/K9 bundled with ISR-G2	1	\$0.00	\$0.00
1.09	CAB-ETH-S-RJ45	Yellow Cable for Ethernet, Straight-through, RJ-45, 6 feet	1	\$0.00	\$0.00
1.10	DISK-MODE-RAID-5	Configure Hard Drives as RAID 5	1	\$0.00	\$0.00
1.11	FL-CUBEE-5	Unified Border Element Enterprise License - 5 sessions	2	\$0.00	\$0.00
1.12	MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	1	\$0.00	\$0.00
1.13	PWR-2921-51-AC	Cisco 2921/2951 AC Power Supply	1	\$0.00	\$0.00
1.14	CIT-8-16-MEM-UPG	Upgrades E140/160 First memory dimm from 8 to 16GB	2	\$0.00	\$0.00
1.15	CIT-VWIC31MFTT1/E1	1-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	1	\$0.00	\$0.00
1.16	ISR-CCP-EXP	Cisco Config Pro Express on Router Flash	1	\$0.00	\$0.00
1.17	SL-29-IPB-K9	IP Base License for Cisco 2901-2951	1	\$0.00	\$0.00
1.18	HWIC-BLANK	Blank faceplate for HWIC slot on Cisco ISR	3	\$0.00	\$0.00
1.19	CIT-PVDM3-32	32-channel high-density voice and video DSP module	1	\$0.00	\$0.00
1.20	SL-29-UC-K9	Unified Communication License for Cisco 2901-2951	1	\$0.00	\$0.00
1.21	CIT-HDSASED600G	600 GB, SAS SED hard disk drive for DoubleWide UCS-E	3	\$0.00	\$0.00
2.00	R-CBE6K-K9	Cisco Business Edition 6000-Electronic SW Delivery-Top Level	1	\$0.00	\$0.00
2.01	SPFC-ECMU-RCBE6KK	SUPPORTPLUS FOR CISCO POWERED BY SMARTNET	1	\$0.00	\$0.00
2.02	BE6K-SW-11.0	Business Edition 6000 v11 export restricted software	1	\$0.00	\$0.00
2.03	UPG-6K-ENH	BE6000 Enhanced UCL - GCSC SW Upgrade	70	\$18.66	\$1,306.20
2.04	UPG-6K-VM	BE6000 Messaging UCL - GCSC SW Upgrade	70	\$6.22	\$435.40
2.05	UC-8.X-OR-EARLIER	Version 8.x or Earlier	1	\$0.00	\$0.00
2.06	LIC-EXP-E-PAK	Expressway Series, Expressway-E PAK	1	\$0.00	\$0.00
2.07	LIC-EXP-GW	Enable GW Feature (H323-SIP)	4	\$0.00	\$0.00
2.08	LIC-EXP-E	Enable Expressway-E Feature Set	2	\$0.00	\$0.00
2.09	LIC-EXP-TURN	Enable TURN Relay Option	2	\$0.00	\$0.00
2.10	LIC-EXP-AN	Enable Advanced Networking Option	2	\$0.00	\$0.00
2.11	LIC-SW-EXP-K9	License Key Software Encrypted	4	\$0.00	\$0.00
2.12	LIC-EXP-SERIES	Enable Expressway Series Feature Set	4	\$0.00	\$0.00
2.13	SW-EXP-8.X-K9	Software Image for Expressway with Encryption, Version X8	4	\$0.00	\$0.00
2.14	EXPWY-VE-C-K9	Cisco Expressway-C Server, Virtual Edition	2	\$0.00	\$0.00
2.15	EXPWY-VE-E-K9	Cisco Expressway-E Server, Virtual Edition	2	\$0.00	\$0.00
2.16	UCM-11X-ENH-UCL	BE6K UCM 11X Enhanced User Connect Lic - Single Fulfillment	70	\$0.00	\$0.00
2.17	SPFC-ECMU-UCMENHUC	SUPPORTPLUS FOR CISCO POWERED BY SMARTNET	70	\$15.71	\$1,099.70
2.18	UCN-11X-VM-UCL	BE6000 Unity Connection 11x Basic Voicemail License	70	\$0.00	\$0.00
2.19	SPFC-ECMU-UCN10XVM	SUPPORTPLUS FOR CISCO POWERED BY SMARTNET	70	\$6.98	\$488.60
2.20	BE6K-PAK	Cisco Business Edition 6000 - PAK - Single Fulfillment	1	\$0.00	\$0.00
<b>Total:</b>					<b>\$8,220.62</b>



**Terms and Conditions:** Force 3 shall invoice for partial deliveries pursuant to authority granted by 41 U.S.C. 255 and 10 U.S.C. All information contained herein is considered proprietary and shall not be duplicated, used, or disclosed, in whole or part, without written permission of Force 3. Force 3 utilizes reputable carriers in an effort to minimize equipment loss/damage during transit. Damaged or missing items must be reported to Force 3 within 24 hours. Concealed loss/damaged items must be reported to Force 3 within 5 business days.

THIS QUOTE DOES NOT INCLUDE ANY COSTS FOR STATE OR LOCAL TAXES. If this quote is acceptable and a purchase order is placed with Force 3, LLC, a valid resale certificate must accompany the order for the STATE where the product is to be DELIVERED or sales tax must be included on your purchase order.

<http://info.force3.com/openmarkettermsandconditions>

SupportPlus Terms and Conditions - Federal Customers:

<http://info.force3.com/SupportPlus.Terms.Conditions.Federal2015>

SupportPlus Terms and Conditions – Commercial Customers:

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**Notes:**

FOB: Destination Estimated\_Lead\_Time: 30

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engineers who are  
U.S. citizens, no  
matter what time  
of day or  
night you're  
calling.*

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We know your  
environment  
because we're  
Cisco experts.  
Whether we  
designed and  
implemented your  
network, or are  
working  
on it for the first time, no one outside of our  
IT team knows it better.*

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service, allowing  
you to extend the  
life of*





## Phone System Costs and Comparisons

We currently utilize a Cisco Unified Call Manager system with a Cisco Unity voicemail system. Both systems are in-house. Both systems are out of date and Cisco no longer supports them, and with recent phone system failures, it is apparent we need to do something. To that end, I researched what we currently have and pay, and looked at options.

We currently pay FirstLight for long distance charges, and "dial tone" service (standard phone lines for fax, and some incoming calls).

In Dec 2016, these charges were \$1629.80

In Jan 2017, these charges were \$1635.50

In Feb 2017, these charges were \$1651.54

In Mar 2017, these charges were \$1627.44

So on average, these charges are \$1636.07 per month.

I looked at four possible solutions for a new phone system. One was from our current vendor, RTM from Merrimack NH. It should be noted that this quote does not include new phones, but we would own the system with a lease to purchase arrangement after 3 years if we chose.

A second quote was from Force3, a pretty large VOIP provider with generally huge discounts from Cisco. Again, this quote does not include new phones and again, we would own the system.

As a third option I looked at what the Newmarket School System currently utilizes. Theirs can best be described as a hybrid solution, in that a physical PBX is maintained onsite, and you pay for long distance and some phone connectivity networking from TSE Digital Voice. Though I felt the system was capable, I have observed at least three outages in the last two years, something that is unacceptable to our Police and Fire departments. Further, the TSE solution employs Asterisk and Free PBX, two solutions written by volunteers on the Internet with no corporate backing. In another ten years, this system may be robust and supported enough that I would feel comfortable putting it in our Police station, but not today.

The fourth quote was from FirstLight, as I have heard several municipalities went with this hosted offering. The benefits are pretty numerous:

1. All users get new phones.
2. All long distance is included in the monthly price.
3. All support and upgrade costs are included.
4. Phone replacements are free.
5. FirstLight support is available 24 hours a day, 7 days a week.

## Cost Comparison

Feature	RTM	Force 3	FirstLight
Upfront PBX Cost	\$20,640 or \$995 per month lease	\$33,000	\$0
New Phones	\$15,500	\$16,800	included
Long Distance Fees	\$1636	\$1636	included
Support/Maint (vendor)	\$0 year one, \$504 yearly after	\$412 yearly	included
Support/Maint (hardware vendor)	\$4,100 year	\$6,200 year	included
Setup Fees	Included	\$5,600	included
System Updates	extra	extra	included
Phone replacement	At cost	At cost	included
Bandwidth	\$350	\$350	\$350
Monthly Fees after 3 years	\$1636	\$1636	\$1383
Hold, Park, Transfer	Yes	Yes	Yes
Softphone for Android and IOS	No	Yes	Yes
Extension Anywhere	Yes (requires firewall changes)	Yes (requires firewall changes)	Yes
Visual Voicemail	Yes	Yes	Yes

Notes: The FirstLight monthly fee includes Internet bandwidth at 50M up and 50M down. With either RTM or Force3 we would need to pay approximately \$350 a month for this service.  
Also Note: The TSE solution the School uses requires us to purchase a PBX and phones, for 60 users the cost would be about \$16,000 up front.

Addon software

All systems offered a "Call in Conference" feature.



FirstLight and RTM offer a "Click to Call" feature where you can call from your contacts on your PC.

FirstLight and Force3 offered a "soft phone" feature where you can use your deskphone from your smartphone.

All offered "sym ring" where any phone(s) you choose will ring when someone calls and will stop ringing when you answer on your chosen device.

Only FirstLight offered "any location", so anywhere in the world where you plug your phone in, there is your office with all voicemail and extensions. Obviously, an internet connection is required.

It cannot be overlooked the benefits of moving services "to the cloud" or "hosted solutions". Our tech support options expand dramatically with any department able to call FirstLight for support and at any hour. Further, backups and troubleshooting of the system are handled by the vendor, as well as all future software enhancements and upgrades.

#### Summary

I would be extremely remiss if I did not emphasize the benefits of outsourcing the phone system, especially following the recent very successful remote hosting of our email with GSuite. The benefits have been immeasurable (and I don't mean that lightly) and have freed me up to focus on bigger projects. Because the FirstLight solution comes in at what we are paying now, and is highly recommended by other area municipalities, I recommend we move forward with the FirstLight solution.

For a hosted solution, the Town no longer has to pay for:

- Climate control
- Battery backup
- Software backups
- Upgrades to the system
- Maintenance
- Replacement Phones
- Disaster Recovery and Redundant Systems



RTM Communications  
Remove The Mystery

Quote #: RTMQ13562  
Date: 09/21/16  
Sales Rep: Susan Bancroft

## Removing the Mystery from Voice and Data Communications

### Quote To:

Town of Newmarket  
Doug Poulin  
186 Main Street  
Newmarket, NH 03857  
United States

### Ship To:

Town of Newmarket  
Doug Poulin  
186 Main Street  
Newmarket, NH 03857  
United States

### Terms:

Ship Via: Best Way  
Terms : Net 20 Days  
FOB: Bedford

Quote Name: Voice Upgrade BE6K opt. redundant

Qty.	Vendor	Description	Price Each	Extended
		<b>Upgrade to BE6K with licensing for 78 Phones , 3 ATAs, SIP and 75 voicemail with one year maintenance</b>		
		<b>Approx price for 36 month lease with \$1 buy out (includes 3 years of maintenance to match) \$995 per month</b>		
1	Cisco Systems, Inc	BUSINESS EDITION 6000M SVR M4 includes one power supply and cord	\$5,640.00	\$5,640.00
1	Cisco Systems, Inc	Smartnet 24X7 4HR CISCO	\$504.00	\$504.00
1	Cisco Systems, Inc	Cisco 770 W Power Supply - 770 W - 120 V AC, 230 V AC redundant	\$339.22	\$339.22
1	Cisco Systems, Inc	Cisco Business Edition 6000 Starter Bundle - License - 35 Advanced Voicemail License, 35 Enhanced User - Standard - PC	\$351.47	\$351.47
21	Cisco Systems, Inc	Cisco Unified Communications Manager Business Edition 6000 Enhanced User Connect - Upgrade License - 1 License - Standard	\$31.64	\$664.44
22	Cisco Systems, Inc	Cisco Unified Communications Manager Business Edition 6000 Basic User Connect License - Upgrade License - 1 User	\$17.58	\$386.76
3	Cisco Systems, Inc	Cisco Unified Communications Manager Business Edition 6000 Essential User Connect License - Upgrade License - 1 User	\$7.02	\$21.06
40	Cisco Systems, Inc	Cisco Unified Communications Manager Business Edition 6000 Voicemail User Connect License - Upgrade License - 1 User	\$10.54	\$421.60
56	Cisco Systems, Inc	Cisco Unified Communications Essential Operate Service - 1Year - Service - 24 x 7 - Technical - Electronic Service	\$24.00	\$1,344.00
22	Cisco Systems, Inc	Cisco Unified Communications Essential Operate Service - 1 Year - Service - 24 x 7 - Technical - Electronic Service	\$15.00	\$330.00
75	Cisco Systems, Inc	Cisco Unified Communications Essential Operate Service - 1 Year - Service - 24 x 7 - Technical - Electronic Service	\$9.00	\$675.00
3	Cisco Systems, Inc	Cisco Unified Communications Essential Operate Service - 1 Year - Service - 24 x 7 - Technical - Electronic	\$5.00	\$15.00
22	Cisco Systems, Inc	Cisco 7821 IP Phone - Cable - Wall Mountable - 2 x Total Line - VoIP - Caller ID - SpeakerphoneUser Connect License - 2 x Network (RJ-45) - PoE Ports - Monochrome	\$134.00	\$2,948.00
		<b>Jabber Desktop software included (up to 100 users)</b>		
		<b>Installation</b>		
1	RTM	Estimated Project: configuration, migration and install	\$7,000.00	\$7,000.00
		<b>SubTotal</b>		<b>\$20,640.55</b>
		<b>Optional for redundant voice applications</b>		
1	Cisco Systems, Inc	BUSINESS EDITION 6000M SVR M4 includes one power supply and cord	\$5,640.00	\$5,640.00
1	Cisco Systems, Inc	Smartnet 24X7 4HR CISCO	\$504.00	\$504.00
1	Cisco Systems, Inc		\$339.22	\$339.22

Qty.	Vendor	Description	Price Each	Extended
1	Cisco Systems, Inc	Cisco 770 W Power Supply - 770 W - 120 V AC, 230 V AC redundant Cisco Standard Power Cord - 125V AC	\$17.58	\$17.58
		<b>SubTotal</b>		<b>\$6,500.80</b>
		<b>To replace 28XX router that is End of Support</b>		
1	Cisco Systems, Inc	Cisco 4321 Router - 2 Ports - Management Port - 4 Slots - Gigabit Ethernet - 1U - Rack-mountable, Wall Mountable, Desktop	\$1,820.59	\$1,820.59
1	Cisco Systems, Inc	service	\$610.00	\$610.00
			<b>Quote Total</b>	<b>\$29,571.94</b>

**Quote Notes:** Thank you for your quote request.

All quotes from RTM Communications, Inc. are valid for 30 days following the date of transmission. Pricing assumes purchase of all line items. All delivery, training, consulting and services are to be billed at the published rates for each activity involved. Shipping costs and taxes will be applied at time of invoice. Delivery of products and services are dependent upon availability at the time of order. A minimum 15% restocking fee may be assessed on returns with original unopened packaging. The information and pricing in this document is confidential and proprietary and shall not be disclosed or duplicated in whole or part..



**BayRing Communications**  
*Hosted PBX Pricing Worksheet*

**ACCOUNT INFORMATION:**

**Customer Name:** Town of Newmarket  
**Address:** 186 Main Street  
Newmarket, NH 03857  
**Contact Name:** Doug Poulin  
**Contact Telephone:** 603.292.1225  
**Contact Fax:**  
**Contact E-Mail:** [dpoulin@newmarketnh.gov](mailto:dpoulin@newmarketnh.gov)

**PRICING SUMMARY BY LOCATION:**

LOCATION	QTY.	CATEGORY	5 YEAR MRC
186 Main Street	1	Bandwidth / Access	\$600.00
Newmarket, NH 03857	53	Business Stations	\$1,172.35
	16	Add-On Products	\$111.00

<b>HOSTED PBX MONTHLY TOTAL:</b>	<b>\$1,883.35</b>
----------------------------------	-------------------

**INSTALLATION / UPFRONT CHARGE:** **\$0.00**

*Pricing based on a 3 year term.*

## BayRing Communications Hosted PBX Pricing Worksheet

### ACCOUNT INFORMATION:

Customer Name: Town of Newmarket  
Address: 186 Main Street  
Newmarket, NH 03857  
Contact Name: Doug Poulin  
Contact Telephone: 603.292.1225  
Contact Fax: 0  
Contact E-Mail: [dpoulin@newmarketnh.gov](mailto:dpoulin@newmarketnh.gov)

### LOCATION #1 INFORMATION:

Address: 186 Main Street  
Newmarket, NH 03857  
Contact Name: Doug Poulin

Centrex Category	Qty.	Element	Unit	5 YEAR Monthly Charges
Bandwidth / Access		ADSL	ICB	\$0.00
		T1 - 1.5Mb IP	ICB	\$0.00
	1	Dedicated IP - 50Mb / 50Mb	\$600.00	\$600.00
		BYOBandwidth	\$25.00	\$0.00
Business Stations	50	Basic SIP Telephone w/ Monochrome Display Cisco 504G	\$21.95	\$1,097.50
	3	SIP Telephone-Cisco 508-Police Dispatch Voice Messaging Enhanced Centrex Feature Pack Unlimited Local & LD*	\$24.95	\$74.85
		Uncompressed IP Trunk Voice Messaging Enhanced Centrex Feature Pack Unlimited Local Calling	\$0.00	\$0.00
		Analog Line (Fax, Alarm, etc.) Unlimited Local Calling	\$35.00	\$0.00
Add-On Products	4	Add-On Console	\$7.75	\$31.00
		AC Adaptor	\$2.00	\$0.00
		Voicemail to Email	\$0.00	\$0.00
		Overhead Paging Interface	\$10.00	\$0.00
		Conf. Room Phone - Polycom	\$34.95	\$0.00
	10	Virtual Voice Mail Box	\$3.00	\$30.00
	2	Basic Auto Attendant	\$25.00	\$50.00

**TOTAL LOCATION COST: \$1,883.35**

\* excludes international calling and directory assistance



Wendy Chase &lt;wchase@newmarketnh.gov&gt;

**Fwd: Re:**

1 message

Steve Fournier <sfournier@newmarketnh.gov>  
 To: Wendy Chase <wchase@newmarketnh.gov>

Wed, Jul 12, 2017 at 10:51 AM

Please include in packet with the phone system resolution

Steve Fournier  
 Town Administrator  
 Town of Newmarket, NH

Sent from my iPhone

Begin forwarded message:

From: Doug Poulin <dpoulin@newmarketnh.gov>  
 Date: July 12, 2017 at 10:46:21 AM EDT  
 To: Susan Jordan <sjordan@newmarketnh.gov>, Diane Hardy <dhardy@newmarketnh.gov>, Steve Fournier <sfournier@newmarketnh.gov>, Greg Marles <gmarles@newmarketnh.gov>  
 Subject: Re:

Hi Sue,

Since the phones that work with our phone system are no longer available, I am robbing Peter to pay Paul. I took the phone from Rick's Fire Chief office and swapped it with Diane's. It is my hope that at the Council meeting next week they will approve us going with a new phone system. For now, my only option is to play this game of swapping phones.

Should the Council delay, or if we experience a delay in the installation of a new phone system, and Diane continues to experience issues, I will need to look at matters of wiring and network switches and other areas.

Let's hope this band-aid fixes the issue for now and we move to a new phone system in short order.

Doug

On Tue, Jul 11, 2017 at 10:07 AM, Susan Jordan <sjordan@newmarketnh.gov> wrote:  
 Diane's phone goes dead a lot. Would it be possible for her to get a new one?  
 Thanks,  
 Sue

*Susan C. Jordan*

Administrative Secretary  
 Planning, Zoning, Building Safety



186 Main Street  
 Newmarket, NH 03857

603-659-8501 ext. 1310

sjordan@newmarketnh.gov  
 www.newmarketnh.gov

"No act of kindness, no matter how small, is ever wasted." - Aesop

---  
 Doug Poulin  
 IT Director  
 Town of Newmarket  
 http://www.newmarketnh.gov



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

Tabled: June 1, 2016

Second Reading:

Approval:

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

Dale Pike, Town Council Chairman

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

Terri J. Littlefield, Town Clerk



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

RECEIVED

JUN 29 2017

Via email

TOWN OF NEW MARKET  
ADMINISTRATOR'S OFFICE

Applicant's Name: Gary Levy

Address: 81 New Road Phone/Cell 603-380-2004

RSA 669:19 Newmarket Registered Voter: ☒ Yes No # of Years as Resident: 34

RSA 91:2 Are you an American Citizen? ☒ Yes No

Email address: glssd@comcast.net

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

State what the new term expiration date is: present to 3/4/17 March 2019

Alternate position (3 year term) position applying for \_\_\_\_\_

State what the new term expiration date is: \_\_\_\_\_

I feel the following experience and background qualifies me for this position: I have been the chair  
of the EDC since it was established. I worked on finding Peter Kwass and John Connery, both of  
whom wrote studies for the town. Peter wrote an overview called "Newmarket Economic Development -  
moving toward a strategy" which outlines Newmarket's potential options and opportunities for  
economic growth. I own a retail business, State Street Discount, in Portsmouth, NH that has been  
(need more room, please use the back)

Signature Gary Levy Date 6/29/2017

You are welcome to submit a letter or resume with this form. Applicants are requested to attend the Council meeting to address the Town Council prior to the decision making process. Applicants will be notified of the time and date of this meeting in advance. Thank you for your application and interest in the Town of Newmarket.

in business since 1954. I have 30+ years of retail experience and bringing customers from out of state to shop in NH. I have extensive advertising experience and have a broad understanding on growing a business.

CHARTERED JANUARY 1, 1991

FOUNDED DECEMBER 15, 1727



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

**Resolution #2017/2018-01**

**Authorization to Purchase 2017 Ford-250 Pickup for the Sewer Department**

WHEREAS; Auto Excellence recommends sewer truck number 13 be replaced;

WHEREAS; the Sewer Department has set aside monies into a capital reserve account for truck replacement;

WHEREAS; the trucks are scheduled to be replaced every 12 years;

WHEREAS; truck number 13 has been in the fleet for 13 years;

WHEREAS; the Sewer Department has followed the purchasing policy and received State Bid from Grappone Ford;

WHEREAS; the State Bid price from Grappone Ford for a new 2017 Ford-250 pickup is \$28,978.

NOW THEREFORE BE IT RESOLVED, that the Newmarket Town Council does authorize the Sewer Department to purchase a new 2017 Ford-250 pickup from Grappone Ford for the sum of \$28,978.

*First Reading:*                      *July 19, 2017*

*Second Reading:*

*Approval:*

Approved: \_\_\_\_\_  
Dale Pike, Chairman 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:** July 10, 2017

**TITLE:** Resolution 2017/2018-01 - 2004 Sewer Truck Replacement with 2017 Ford F250 4X4 Truck

**PREPARED BY:** Sean T. Greig

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

I have reviewed this proposal and recommend passage of the resolution. 

**BACKGROUND:** The Sewer Department sets aside monies into a Capital Reserve account for truck replacement. The trucks are scheduled to be replaced on a 12-year schedule. The Department has had truck number 13 in its fleet for 13 years. We had Auto Excellence evaluate the truck to determine if the truck should be kept for another year. Auto Excellence recommends the truck be replaced. Auto Excellence estimates the cost to repair the truck is \$9,100.00. I have received the State Bid Price from Grappone Ford for a new Ford-250 pickup for \$28,978.00. The State Bid follows "6.5 Cooperative Purchasing" of the Town's Purchasing Policy.

**DISCUSSION:** The Sewer Department has had Auto Excellence evaluate Truck number 13. Auto Excellence Recommends truck 13 be replaced with a new truck.

**FISCAL IMPACT:** The Sewer Department has been setting aside monies into a Capital Reserve account for truck and equipment replacement. There is currently \$120,000 in the account for truck and equipment replacement.

**RECOMMENDATION:** Auto Excellence and I recommend that the 2004 Ford-250 Sewer Truck number 13 be replaced.

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

July 5, 2017

**In regards to: Truck #13 2004 Ford F250 License plate G17204**

To whom it may concern:

The above listed vehicle needs:

All rust repaired including a new bed. Estimated cost of repair is \$4,000.00.

Brake lines and the fuel lines also need to be replaced. Estimated repair cost is \$2,500.00.

Repair front end. Estimated repair cost is \$1,800.00.

New radiator and hoses. Estimated repair cost is \$800.00

Total estimated cost of repair is \$9,100.00.

stk # FE0553



Disclaimer: This window sticker is only representative of the information contained on an actual window sticker, and may or may not match the actual window sticker on the vehicle itself. Please see your retailer for further information.

## Vehicle Description

**F-SERIES**  
**SD**

**2017 F250 4X4 SD R/C**  
**6.2L EFI V-8 ENGINE**  
**6 SPEED AUTOMATIC TRANS G**

VIN 1FTBF2B69HE C93061

## Exterior

OXFORD WHITE

## Interior

MEDIUM EARTH GRAYCLOTH 40/20/40  
SEAT

## Standard Equipment INCLUDED AT NO EXTRA CHARGE

## EXTERIOR

. DOOR HANDLES - BLACK  
. LOCKING REMOVABLE TAILGATE  
. PICKUP BOX, TIE DOWN HOOKS  
. SPARE TIRE AND WHEEL LOCK  
. TOW HOOKS

## INTERIOR

. DRIVER SEAT-MANUAL LUMBAR  
. PARTICULATE AIR FILTER  
. VINYL SUN VISORS

## FUNCTIONAL

BRAKING SYSTEM  
. JEWEL EFFECT HEADLAMPS  
. MONO BEAM COIL SPRING FRT  
. MYKEY

## SAFETY/SECURITY

. AIRBAGS - SAFETY CANOPY  
. DRIVER/PASSENGER AIR BAGS  
. SOS POST CRASH ALERT SYS

## WARRANTY

. 5YR/60,000 POWERTRAIN

. BOX RAIL/TAILOATE MOLDINGS  
. HEADLAMPS -WIPER ACTIVATED  
W/LIFT ASST-NA W/BOX DLT  
. NA W/BOX DLT  
. NA W/BOX DLT  
. TRAILER SWAY CONTROL  
. AIR COND, MANUAL FRONT  
. OUTSIDE TEMP DISPLAY  
. TILT/TELESCOPE STR COLUMN  
. 4-WHEEL ANTI-LOCK DISC  
. HILL START ASSIST  
. MANUAL LOCKING HUBS  
SUSPENSION W/STAB BAR  
. ADVANCETRAC WITH RSC  
. BELT-MINDER CHIME  
. SECURILOCK PASS ANTI THEFT  
. 3YR/36,000 BUMPER / BUMPER  
. 5YR/60,000 ROADSIDE ASSIST

Price Information  
**STANDARD VEHICLE  
PRICE**

**MSRP**  
**\$35,330**

## Optional Equipment

2017 MODEL YEAR  
OXFORD WHITE  
MEDIUM EARTH GRAY CLOTH  
PREFERRED EQUIPMENT  
PKG.600A  
. XL TRIM  
. TRAILER TOWING PACKAGE  
. AIR CONDITIONING -- CFC FREE  
. 6.2L EFI V-8 ENGINE  
6 SPEED AUTOMATIC TRANS G  
. LT245/75R17E BSW ALL-SEASON  
3.73 ELECTRONIC LOCKING AXLE  
POWER EQUIPMENT GROUP  
JOB #2 ORDER  
XL DECOR PACKAGE  
10000# GVWR PACKAGE  
ELECTRONIC SHIFT ON THE FLY  
ENGINE BLOCK HEATER  
50 STATE EMISSIONS  
SNOW PLOW PACKAGE  
SPARE TIRE AND WHEEL  
TELESCPNG TT MIRR-POWR/HTD  
ROOF CLEARANCE LIGHTS  
JACK  
SILVER CAST ALUM WHEELS-17"  
EXTRA EXTRA HEAVY DUTY  
ALTRNTR  
CLOTH 40/20/40 SEAT  
XL VALUE PACKAGE  
. CRUISE CONTROL  
. AM/FM STEREO CD/CLK

390  
915

185

85

95

600

85

100

720

TOTAL VEHICLE & OPTIONS  
DESTINATION & DELIVERY

38,505  
1,295

## TOTAL MSRP

~~\$39,800~~

Disclaimer: Option pricing will be blank for any item that is priced as 0 or "No Charge".



Estimated Annual  
Fuel Cost: \$

CITY MPG  
0  
HIGHWAY  
MPG  
0

## Vehicle Engine Information

Actual mileage will vary with options, driving conditions, driving habits and vehicle's condition. Results reported to EPA indicate that the majority of vehicles with these estimates will achieve between \_ and \_ mpg in the city and between \_ and \_ mpg on the highway. For Comparison Shopping all vehicles classified as \_ have been issued mileage ratings from \_ to \_ mpg city and \_ to \_ mpg highway.

Quote Price \$28,978



CHARTERED JANUARY 1, 1991

FOUNDED DECEMBER 15, 1727



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

**Resolution 2017/2018-02**

**Creation of an Energy and Environment Advisory Committee**

WHEREAS: The Town of Newmarket and its residents are mindful of the Town's environment, and

WHEREAS: The Town council believes that a committee be created to advise the Town Council and other committees and boards on best practices as it relates to energy and the environment.

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

The Town Council creates an Energy & Environment Advisory Committee to recommend best practices in the areas of municipal buildings, facilities and operations; fuels, vehicles, and transportation; responsible purchasing; energy sources; air quality; and climate changes. The committee shall include policies that the Town has already adopted; identifies and recommends voluntary actions, projects and programs to the citizens of Newmarket; and recommends actions, projects and programs to the Town Council for funding, and

FURTHER BE IT RESOLVED BY THAT:

The membership of the committee shall be as follows:

- One member of the Town Council
- One member of the Conservation Commission
- One member of the Planning Board
- 4 Members At-Large

Sponsored by:

Councilor Toni Weinstein

Councilor Gretchen Kast

*First Reading:*        *July 19, 2017*

*Second Reading:*

*Approval:*

Approved: \_\_\_\_\_  
Dale Pike, Chairman Town Council

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



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

**Resolution 2017/18 - 03**

**Issuing \$10.34M in Bonds and Notes for the Waste Water Treatment Facility Upgrade**

WHEREAS: At least a majority of the of the Town Council (the "Governing Board") and the Treasurer of the Issuer hereby certify (i) that a meeting of the Governing Board of the Issuer was held with respect to the issuance of the Bonds (defined below); (ii) that notice of said meeting was afforded to said officers and the public in accordance with the provisions of RSA 91-A, as amended, and the applicable rules and bylaws of the Issuer, if any; (iii) that at least a majority of the Governing Board were present throughout said meeting; (iv) that the following votes were adopted at said meeting, all as being in the best interests of the Issuer; and (v) that the resolutions set forth below have not been repealed, amended or rescinded as of the date hereof, and

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

The Town Council authorizes the issuance of \$10,340,000 General Obligation Bonds (the "Bonds") of Issuer, which were heretofore authorized by the Issuer on March 12, 2013, such Bonds to be dated \_\_\_\_\_, and

FURTHER BE IT RESOLVED BY THAT:

The Town Council authorizes the sale of said Bonds to the purchaser (the "Purchaser"), with the principal amounts, maturities, premium, if any, redemption provisions, if any, and interest rates specified on Schedule A, attached hereto and made a part hereof, and

FURTHER BE IT RESOLVED BY THAT:

The Town Council authorizes the issuance of the Bonds in substantially the form set forth in Schedule B, attached hereto and made a part hereof, and

FURTHER BE IT RESOLVED BY THAT:

The Town Council authorizes at least a majority of the Governing Board and the Treasurer to sign the Bonds or to have said signatures printed in facsimile on the Bonds and to affix the Issuer's seal thereto, and



FURTHER BE IT RESOLVED BY THAT:

The Town Council authorizes the Treasurer to deliver the Bonds to the Purchaser against payment therefor, and

FURTHER BE IT RESOLVED BY THAT:

The Town Council authorizes at least a majority of the Governing Board and the Treasurer to execute and deliver a Signature and No Litigation Certificate with Receipt, a No Arbitrage and Tax Certificate and IRS Form 8038-G in substantially the form presented to this meeting and such other documents as may be necessary or appropriate to accomplish the sale and delivery of the Bonds in accordance with the foregoing, and

FURTHER BE IT RESOLVED BY THAT:

The Town Council authorizes the Issuer to serve as its own Paying Agent with respect to the Bonds.

First Reading: July 19, 2017

Second Reading: August 16, 2017

Approved:

Approved \_\_\_\_\_  
Dale Pike, Chairman Town Council

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

SCHEDULE B  
FORM OF BOND

**SCHEDULE A**

Town of Newmarket, New Hampshire  
\$10,340,000 General Obligation Bond  
Sold to the United States of America, acting through the Rural Utilities Service  
Dated \_\_\_\_\_, 20\_\_\_\_

Description of Terms and Purchaser(s) of Bonds

<u>Number</u>	<u>Purchaser</u>	<u>Denomination</u>	<u>Interest Rate</u>	<u>Premium Paid By Purchaser (if any)</u>
R-1	United States of America, acting through the Rural Utilities Service	\$10,340,000	____%	N/A

J:\WDOX\DOCS\CLIENTS\019437\099221\02546701.DOC



## STATE OF NEW HAMPSHIRE

## TOWN OF NEWMARKET

GENERAL OBLIGATION BOND

The Town of Newmarket (the "Issuer") in the State of New Hampshire promises to pay to the United States of America, acting through the Rural Utilities Service (hereinafter referred to as "Government") or registered assigns, the principal sum of Ten Million Three Hundred Forty Thousand Dollars, (\$10,340,000), together with interest thereon at the annual rate of [two and three quarters] percent ([2.75]%), payable in \_\_\_\_\_ (\_\_\_\_\_) consecutive [annual] [semi-annual] installments of [combined] principal and interest, each installment in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_); payable on \_\_\_\_\_ of the years 20\_\_ through 20\_\_, inclusive.

Both principal and interest on the Bond are payable at 10 Ferry Street, Suite 218, Concord Center, Box 317, Concord, New Hampshire 03301 or such place as may be specified to the Issuer in writing. Final payment of the interest and principal of this Bond shall be made upon surrender of this Bond for cancellation at the place at which this Bond is then payable.

Other than the Issuer's \$14,100,000 State of New Hampshire Water Pollution Control Revolving Fund Program loan dated December 20, 2013 (the "SRF Loan"), this Bond is the only instrument representing a borrowing issued by the Issuer pursuant to the Municipal Finance Act and a vote of the legal voters of the Issuer duly authorized by the Issuer at a meeting held on March 12, 2013. This Bond is issued for the purpose of current refunding a portion of the SRF Loan which was issued to finance the cost of upgrading the wastewater treatment facility and the Creighton Street Pump Station.

This Bond is transferable only upon presentation to the Treasurer of the Issuer with a written assignment duly acknowledged or proved. No transfer hereof shall be effectual unless made on the books of the Issuer kept by the Treasurer as transfer agent and noted hereon by the Treasurer with a record of payments as provided hereon.

It is hereby certified that every requirement of law relating to the issue hereof has been complied with and that this Bond is within every debt or other limit prescribed by law.

This Bond shall not be valid unless the Authenticating Certificate has been signed.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed by at least a majority of its Town Council and countersigned by its Treasurer, and its seal affixed hereto as of the \_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_.

Countersigned:

TOWN OF NEWMARKET,  
NEW HAMPSHIRE

\_\_\_\_\_  
Issuer's Treasurer

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Issuer's Governing Board

(Seal)



Authenticating Certificate

STATE OF NEW HAMPSHIRE

COUNTY OF \_\_\_\_\_

The undersigned hereby certifies that the foregoing Bond is the instrument described therein, that the signatures and seal of the Town of Newmarket on this Bond are genuine, and that Devine, Millimet & Branch, Professional Association has rendered an opinion approving the legality of this Bond, such opinion dated and given when this Bond was issued.

\_\_\_\_\_  
Justice of the Peace/Notary Public  
My commission expires:  
Notary Seal:

J:\WDOX\DOCS\CLIENTS\019437\099221\M2546700.DOC

CHARTERED JANUARY 1, 1991

FOUNDED DECEMBER 15, 1727



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

**Resolution 2017/18 - 04**

**Amending Cable Franchise Agreement with Comcast Maine/New Hampshire for a Five Year Extension**

WHEREAS: The Town of Newmarket has been entered into a franchise agreement with Comcast of Maine/New Hampshire Inc. to operate cable television system in the Town, and

WHEREAS: The Town and Comcast believe that a five year extension with two amendments to the current agreement is beneficial to both entities, and

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

The Town Council authorizes the Town Administrator to enter into a five-year extension of the current cable franchise agreement with Comcast of Maine/New Hampshire Inc. with the following amendments:

FIRST: Section 2.2, Term: is deleted and a new Section 2.2 inserted therefore:

The term of this non-exclusive Renewal Franchise shall be for a period of thirteen (13) years and shall commence on November 4, 2009 following the expiration of the current Franchise, and shall expire at midnight on November 3, 2022.

SECOND: Sections 2.6 (d) and (e): Pole and Conduit Attachment Rights are deleted, and nothing is inserted in their place.

In all other respects, the Renewal Cable Television Franchise Agreement is not amended and remains in full effect.

*First Reading:*        *July 19, 2017*

*Second Reading:*

*Approval:*

Approved \_\_\_\_\_  
Dale Pike, Chair 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:** July 12, 2017

**TITLE:** Resolution 17/18 - 4 - Amending Cable Franchise Agreement

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

### **TOWN ADMINISTRATOR'S COMMENTS - RECOMMENDATION:**

I recommend passage of this resolution 

**BACKGROUND:** The Town of Newmarket entered into its last Cable Franchise Agreement with Comcast of Maine/New Hampshire in 2009. This was an agreement that expired in 2016. At that time, the Town Council agreed to a one-year extension. The Cable Act of 1984 requires that a cable provider must enter into a franchise agreement with a municipality to provide cable services in the community. This act also restricts what we can negotiate, including prohibiting the negotiation of channel lineup and rates.

**DISCUSSION:** The Town's communications attorney Kate Miller of DTC Lawyers and I have had discussions with Comcast and are proposing a five year extension amendment to the current agreement, with two amendments. First is the actual term:

FIRST: Section 2.2, Term: is deleted and a new Section 2.2 inserted therefore:

The term of this non-exclusive Renewal Franchise shall be for a period of thirteen (13) years and shall commence on November 4, 2009 following the expiration of the current Franchise, and shall expire at midnight on November 3, 2022.

I think it is important to note that any franchise agreement does not prohibit competition from other providers. Comcast would actually argue that there is more competition now than ever before with streaming and satellite providers. If another cable company would want to come into Town, they could and negotiate a franchise agreement of their own. However, this is unlikely due to capital costs for the provider.

The second part of the amendment is the following:

SECOND: Sections 2.6 (d) and (e): Pole and Conduit Attachment Rights are deleted, and nothing is inserted in their place.

In 2009, when there was a question about whether a town could collect from Comcast both franchise fees and taxes for use of the public right-of-way by Comcast. That issue has been resolved favorably to municipalities by the BTLA and Comcast has not pursued that further. Towns may collect both franchise fees and taxes, but the current franchise agreement, signed before that was clear, has a cap of 5% of the gross revenue from the operation of the cable system in Newmarket for both taxes for use of the public ROW and franchise fees. Since Newmarket receives franchise fees at the rate of 5% under this agreement, if any taxes are assessed on Comcast, there could be an offset against the franchise fees. This provision is now taken out and the Town is able to collect what it is entitled to under the law.

**FISCAL IMPACT:** The only fiscal impact of this agreement will be the potential increase in taxes collected from Comcast for using our right of way.

**RECOMMENDATION:** I recommend passage of this resolution.

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

## DONAHUE, TUCKER & CIANDELLA, PLLC

### ATTORNEYS AT LAW

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Exeter, New Hampshire 03833  
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### MEMORANDUM

To: Town of Newmarket, Town Council and Town Administrator  
From: Katherine B. Miller, Esq.  
Re: Proposed Amendment to Comcast Cable TV Franchise  
Date: July 11, 2017

---

#### Executive Summary

The cable TV franchise agreement with Comcast is due to expire on Nov. 3, 2017, having been extended by the Council and Comcast from the original expiration date of Nov. 3, 2016. The Town is in the renewal period, during which Comcast has indicated its interest in renewing the current franchise, and the Town has reviewed Comcast's compliance and the Town's cable TV-related needs and interests. After a thorough review of Comcast's performance under the current franchise agreement, including reviewing Comcast's responses to two sets of audit questions propounded by our office and the Town's information on Comcast's compliance with the current franchise agreement, Town officials have concluded that there are no areas of non-compliance.

Town officials also reviewed the cable tv-related needs and interests of the Town and compared those to the terms of the current franchise agreement. Given that many topics are off limits for negotiation (prices, channel selection, technology used and programming), Town officials concluded that the current franchise agreement meets the current and projected future cable tv-related needs and interests of the community. There is one tweak to the language on the Town's ability to tax Comcast's use of the public rights-of-way, to bring it into conformance with the current state of the law, and Comcast has agreed to that change.

Therefore, rather than engaging in a full re-negotiation of all the terms of the current franchise agreement, which would be costly and time consuming, I recommend that the Council instead amend the current franchise agreement to (1) extend the expiration date out for five more years (the new expiration date would be November 3, 2022) and (2) update the taxation language to bring it current. Comcast is in agreement.

#### Discussion

Given the limited scope of the topics that can be negotiated, and the strength of the current franchise agreement, it will likely result in a better outcome for the Town, both in terms of cost and in terms of content, to simply amend the current franchise agreement and extend it out another five years. Town staff has done an excellent job of reviewing Comcast's



performance, in light of the requirements of the current franchise. Comcast is moving towards increasingly less generous terms for municipalities in its franchise agreements, in the areas of standard installation distances, franchise fees, support for PEG access channels, performance bonds, etc. It is likely that, if we open up all the terms of the franchise agreement for re-negotiation, the Town would end up with less favorable terms overall, and no additional benefits. For that reason, I recommend this Amendment.

#### Key Provisions in the Current Comcast Cable TV Franchise Agreement

As a reminder, the current franchise agreement contains the following key terms. The only proposed changes, shown in **bold**, are to the expiration date, the length of the franchise term and the removal of the property tax cap:

- Section 1.1(f): Effective Date: November 4, 2009.
- Section 1.1(k): Gross Annual Revenue (the figure on which the franchise fees are calculated): Broadest language including advertising sales and home shopping revenue.
- Section 1.1(u): Standard Installation: 200 feet (slightly longer than Comcast's current standard: 150').
- Section 2.2: Term of Agreement: **13 years: November 4, 2009 to November 3, 2022.**
- Section 2.5: Reservation of Authority: Retaining municipal authority over the public rights-of-way.
- Section 2.6(a): Pole/Conduit Attachment Rights: Pursuant to RSA 231:161 and 160-a, Comcast can locate its facilities in the public right-of-way, subject to obtaining an attachment agreement with pole and conduit owners.
- Section 2.6(b): Taxation: Town's right to impose tax on Comcast for its use of the public right-of-way.
- Section 2.6(c): Comcast retains the ability to pass through that tax to subscribers, as other business owners would do, and also to separately itemize it on subscribers' bills.
- **Sections 2.6(d) and (e): Deleted. These sections would have capped Comcast's payments to the Town for both franchise fees and for taxes for use of the public rights-of-way at 5% of Gross Annual Revenue. Current law no longer supports this, and Comcast has agreed to remove it. This is a win for the Town.**
- Section 3.3: Free cable TV drops, outlets and Basic Cable Service at no charge to the Town, at all municipal and school buildings located or newly constructed along the existing cable route, including as of the Effective Date, all the facilities listed on Exhibit A to the Franchise Agreement.
- Section 4.3: Repairs and Restoration: Allows the Town to make repairs to facilities, if Comcast has failed to do so after request, to bill Comcast for reimbursement, then to go after the performance bond if not paid.
- Section 4.11: Standby Power at Head-End: 48 hours for battery backup.
- Section 6.1(b): Local Access Channels: Two local access ("PEG") channels at the beginning of the agreement, and the option for the Council to request a

third local access channel, pursuant to a vote of the Council. The Council has not exercised this opportunity to date, but it may do so in the future.

- Section 6.2: PEG Access Capital Support: \$70,000 to be paid to Town over 7 years of initial term of the franchise, which has been paid. **Comcast will make no further capital support payments to the Town after this.**
- Section 6.3: PEG Access Cablecasting: Live origination locations at Town Hall and Newmarket Junior Senior High School, as indicated on Exhibit C
- Section 6.5: Interconnection with competing cable TV company, should one emerge.
- Section 6.6: Franchise Related Costs: Generally costs incurred for PEG access construction (capital support payments, video return lines, video origination locations, activation of a new PEG channel, and other franchise requirements), *are* passed through to subscribers as franchise-related costs, pursuant to the Federal Cable Act.
- Section 7.2: Customer Service: in general, strong customer service and customer complaint rights, including adoption of the FCC customer service regulations.
- Section 7.8: Employee identification and identification of employee and contractor's vehicles, as well as notification to the police department for substantial work that may disrupt the flow of traffic or is expected to last more than a half a day.
- Section 9.3: Performance Bond: \$25,000 (Comcast's current standard).
- Section 9.4: Franchise Fee: 5% of gross annual revenue from the operation of the Comcast cable TV system in Newmarket (but not including revenue from Comcast internet service or voice). This is the maximum permitted by law. Town may also audit payments.
- Section 10.9: Annual Town Review and Report: Upon written request by the Town Council, on or before the anniversary of the effective date, Comcast to provide an annual report in the form found in Exhibit F.
- Exhibit A: 12 Public buildings on the cable system that receive one free cable drop, and free basic cable service.
- Exhibit B: The general categories of programming that Comcast will provide.
- Exhibit C: Video Return Origination Locations: Newmarket Town Hall and the Middle/High School.
- Exhibit D: FCC Customer Service Regulations.
- Exhibit E: Privacy law under the Federal Cable Act.
- Exhibit F: Annual Report form.
- Side Letter: Separate side letter agreement on Comcast's "Education Connections Program" whereby it provides free internet service and up to seven e-mail accounts to public schools and libraries, bumps up the level of free cable available to schools and libraries to the "Standard Basic Cable Service tier, including C-Span," and provides a modest senior citizen discount (\$2 or 10% off the monthly bill), to low and moderate income seniors.
- "Internet Essentials:" Comcast offers low-cost monthly internet service (\$9.95/month plus tax) and the one-time chance to purchase a subsidized

computer for \$150, to all households in public housing (either Town housing or Section 8 housing) and to all households with school-aged children eligible for the free or reduced-price school lunch program, to senior and to community college students. More details are at <https://interentessentials.com>.

### Conclusion

In terms of efficiency as well as the quality of the agreement, it is unlikely that the Town can do better than the current franchise agreement, with the recommended change to remove the tax cap. For this reason, I recommend that the Amendment be adopted, after a public hearing. Please let me know if there are any questions.

S:\SM-SS\Newmarket\Comcast Renewal 2015\Public Hearing on Amendment\2017 01 31 Memo to Town Council re Amendment and Public Hearing.doc



FIRST AMENDMENT TO NOVEMBER 4, 2009

RENEWAL CABLE TELEVISION FRANCHISE AGREEMENT

BETWEEN THE TOWN OF NEWMARKET, NEW HAMPSHIRE, AND

COMCAST OF MAINE/ NEW HAMPSHIRE, INC.

WHEREAS, Comcast of Maine/ New Hampshire, Inc. (hereinafter "Franchisee"), is the duly authorized holder of a Renewal Cable Television 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 Renewal Franchise having commenced on November 4<sup>th</sup>, 2009;

WHEREAS, Franchisee and the Town wish to amend the Renewal Cable Television Franchise Agreement;

WHEREAS, Section 10.4 of the Renewal Cable Television Franchise Agreement authorizes amendment by written agreement following publication of the proposed amendment in a manner consistent with NH RSA Chapter 43;

WHEREAS, the Town Council of the Town of Newmarket as Franchising Authority (hereinafter "Franchising Authority") is authorized to amend the Renewal Cable Television Franchise Agreement pursuant to RSA 53-C;

NOW THEREFORE, after due and full consideration, the Franchising Authority and Franchisee agree that the Renewal Cable Television Franchise Agreement is hereby amended as follows:

FIRST: Section 2.2, Term: is deleted and a new Section 2.2 inserted therefore:

The term of this non-exclusive Renewal Franchise shall be for a period of thirteen (13) years and shall commence on November 4, 2009 following the expiration of the current Franchise, and shall expire at midnight on November 3, 2022.

SECOND: Sections 2.6 (d) and (e): Pole and Conduit Attachment Rights are deleted, and nothing is inserted in their place.

In all other respects, the Renewal Cable Television Franchise Agreement is not amended and remains in full effect.

WITNESS OUR HANDS AND OFFICAL SEAL, this \_\_\_\_ day of \_\_\_\_\_, 2017.

TOWN OF NEWMARKET

BY:

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

COMCAST OF MAINE/NEW HAMPSHIRE, INC.

BY:

\_\_\_\_\_  
Tracy L. Pitcher  
Regional Senior Vice President  
Greater Boston Region

*Town Copy*  
**ORIGINAL**

**RENEWAL**  
**CABLE TELEVISION FRANCHISE**

---

**FOR**  
**THE TOWN OF NEWMARKET,**  
**NEW HAMPSHIRE**



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# **NEWMARKET, NH RENEWAL FRANCHISE**

## **INTRODUCTION**

WHEREAS, Comcast of Maine/New Hampshire (hereinafter "Franchisee"), is the duly authorized holder of a renewal Franchise to operate a cable television system in the Town of Newmarket, New Hampshire (hereinafter the "Town") pursuant to NH R.S.A. 53-C, as amended, said Franchise having commenced on May 23, 1993;

WHEREAS, Franchisee filed a written request for a renewal of its Franchise by letter dated July 27, 2005, in conformity with the Cable Communications Policy Act of 1984 ("Cable Act");

WHEREAS, there has been an opportunity for public comment, as required by Section 626(h) of the Cable Act;

WHEREAS, the Franchising Authority has determined that the financial, legal, and technical ability of Franchisee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and desires to enter into this Renewal Franchise with the Franchisee for the construction and continued operation of a cable system on the terms and conditions set forth herein;

WHEREAS, the Town Council, as the Franchising Authority, finds that Franchisee has complied with the terms of its previous Franchise; and

WHEREAS, insofar as the State of New Hampshire has delegated to the Town the authority to grant a Franchise for cable system operation within the Town's territorial boundaries, the Town hereby exercises its authority to grant a non-exclusive Franchise permitting the operation of a cable communications system within the Town of Newmarket.

NOW THEREFORE, after due and full consideration, the Franchising Authority and Franchisee agree that this Renewal Franchise is issued upon the following terms and conditions:



## ARTICLE 1

### DEFINITIONS

#### SECTION 1.1 - DEFINITIONS

For the purpose of this Renewal Franchise, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§521 et seq. (the "Cable Act"), and the Revised Statutes Annotated of New Hampshire, as amended from time to time, unless otherwise defined herein.

(a) Basic Cable Service – means the lowest tier of service which includes the retransmission of local television broadcast signals.

(b) Cable Act – means the Cable Communications Policy Act of 1984, Public Law No. 98-549, 98 Stat. 2779 (1984), 47 U.S.C. 521 et. seq., amending the Communications Act of 1934, as further amended by the 1992 Cable Consumer Protection and Competition Act, Public Law No. 102-385 and the Telecommunications Act of 1996, Public Law No. 104-458, 110 Stat. 56 (1996) and as may be further amended.

(c) Cable Television System or Cable System – means the facility owned, constructed, installed, operated and maintained by Franchisee in the Town of Newmarket, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designated to provide cable service which includes Video Programming and which is provided to multiple Subscribers within a community, but such term does not include (a) a facility that serves only to retransmit the television Signals of one or more television broadcast stations; (b) a facility that serves Subscribers without using any public right-of-way; (c) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of Video Programming

directly to Subscribers unless the extent of such use is solely to provide interactive on-demand services; or (d) an open video system that complies with section 653 of this title, or (e) any facilities of any electric utility used solely for operating its electric utility systems.

(d) Cable Service – means the one-way transmission to Subscribers of (i) Video Programming, or (ii) other Programming service, and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other Programming service.

(e) Drop – means the coaxial cable that connects a home or building to the Subscriber Network.

(f) Effective Date – means November 4, 2009.

(g) FCC – means the Federal Communications Commission or any successor governmental entity.

(h) Franchising Authority – means the Town Council of the Town of Newmarket, New Hampshire, or the lawful designee thereof.

(i) Franchisee – means Comcast of Maine/New Hampshire, or any successor or transferee in accordance with the terms and conditions in this Renewal Franchise.

(j) Franchise Fee – means the payments to be made to the Franchise Authority or other governmental entity which shall have the meaning set forth in Section 622(g) of the Cable Act, 47 U.S.C. §542.

(k) Gross Annual Revenue - means the revenue received by the Franchisee from the operation of the Cable System in the Town of Newmarket to provide Cable Services, calculated in accordance with generally accepted accounting principles, including but not limited to monthly Basic Cable Service, premium and pay-per-view fees, installation fees, equipment rental fees and advertising and home shopping revenue. In the event that an affiliate of Franchisee is responsible for advertising, advertising revenue shall be deemed to be a pro-rata portion of advertising revenues, excluding commissions or agency fees, paid to Franchisee by an affiliate for said affiliate's use of the Cable System for the carriage of advertising. Gross Annual Revenue shall not include fee on Subscriber fees, refundable deposits, bad debt, late fees, investment income, nor



any taxes, fees or assessments imposed or assessed by any governmental authority and collected by the Franchisee on behalf of such entity.

(l) Multichannel Video Programming Distributor – means a Person such as, but not limited to, a cable operator, a multichannel multipoint distribution service, a direct broadcast satellite service, or a television receive-only satellite program distributor, who makes available for purchase, by Subscribers or customers, multiple channels of Video Programming.

(m) Outlet – means an interior receptacle that connects a television set to the Cable Television System.

(n) Person - means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Franchising Authority.

(o) Public Access Channel – means a video channel, owned by the Franchisee, designed for non-commercial use by the public on a first-come, first-served, non-discriminatory basis.

(p) Public, Educational and Government (PEG) Access Programming – means programming obtained by any Newmarket residents or organizations, schools and government entities and the use of designated facilities, equipment and/or channels of the Cable System in accordance with 47 U.S.C. 531 and this Franchise Renewal.

(q) Public Way – shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Franchising Authority in the Town of Newmarket, which shall entitle the Franchisee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Franchising Authority within the Town of Newmarket for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within



their proper use and meaning entitle the Franchisee to the use thereof for the purposes of installing, operating, and maintaining the Franchisee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

(r) Public Buildings – means those buildings owned or leased by the Franchising Authority for government administrative purposes and shall include any building(s) owned or leased and physically occupied by the Franchise Authority or its employees, but shall not include buildings owned by the Franchise Authority and leased to any third party.

(s) Renewal Franchise or Franchise - means this Agreement and any amendments or modifications in accordance with the terms herein.

(t) Signal – means any transmission which carries Programming from one location to another.

(u) Standard Installation – shall mean the standard two hundred (200) foot Drop connection to the existing distribution system.

(v) Subscriber – means a Person or user of the Cable System who lawfully receives Cable Service with the Franchisee's express permission.

(w) Subscriber Network – shall mean the trunk and feeder Signal distribution network over which video and audio Signals are transmitted to Subscribers.

(x) Town – means the Town of Newmarket, New Hampshire.

(y) Video Programming or Programming – shall mean the Programming provided by, or generally considered comparable to Programming provided by, a television broadcast station.

**ARTICLE 2**  
**GRANT OF RENEWAL FRANCHISE**

**SECTION 2.1 - GRANT OF RENEWAL FRANCHISE**

(a) Pursuant to the authority of RSA 53-C and the Cable Act, the Franchising Authority hereby grants a non-exclusive Renewal Franchise to Comcast of Maine/New Hampshire, a New Hampshire Corporation, authorizing and permitting Franchisee to construct, operate and maintain a Cable Television System in the Public Way within the municipal limits of the Town of Newmarket. Nothing in this Franchise shall be construed to prohibit the Franchisee from offering any service over its Cable System that is not prohibited by federal or state law.

(b) This Renewal Franchise is granted under and in compliance with the Cable Act and RSA 53-C of the Laws of New Hampshire, and in compliance with all rules and regulations of the FCC and other applicable rules and regulations in force and effect during the period for which this Renewal Franchise is granted.

(c) Subject to the terms and conditions herein, the Franchising Authority hereby grants to the Franchisee the right to construct, upgrade, install, operate and maintain a Cable Television System within the Public Way.

**SECTION 2.2 - TERM: NON-EXCLUSIVITY**

The term of this non-exclusive Renewal Franchise shall be for a period of seven (7) years, and shall commence on November 4, 2009 following the expiration of the current Franchise, and shall terminate at midnight on November 3, 2016.

**SECTION 2.3 - RENEWAL OF FRANCHISE**

The renewal of this Franchise shall be governed by applicable federal law and regulations promulgated hereunder and by applicable New Hampshire law.

#### **SECTION 2.4 - NON-EXCLUSIVITY OF FRANCHISE [See RSA 53-C: 3-b]**

(a) The Franchisee acknowledges and agrees that the Franchising Authority reserves the right to grant one or more additional Franchises to other Cable Service providers within the Town for the right to use and occupy the Public Ways or streets within the Franchising Authority's jurisdiction; provided, however, that in accordance with RSA 53-C:3-b(I) no such Franchise agreement shall contain terms or conditions more favorable or less burdensome than those in any existing Franchise within the Town.

(b) In the event that the Franchisee believes that any additional franchise has been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal Franchise, the Franchisee may so notify the Franchising Authority in writing and may request that the Franchising Authority convene a hearing on such issue. Along with said written request, the Franchisee shall provide the Franchising Authority with written reasons for its belief. At said hearing, the Franchisee shall have an opportunity to demonstrate that any such additional franchise is on terms more favorable or less burdensome than those contained in this Renewal Franchise. The Franchisee shall provide the Franchising Authority with such financial or other relevant information as is requested.

(c) Should the Franchisee demonstrate that any such additional franchise has been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal Franchise, the Franchising Authority shall consider and negotiate, in good faith, equitable amendments to this Renewal Franchise within a reasonable time.

(d) In the event that the Franchisee demonstrates that an existing or future Cable Service provider in the Town has been provided relief by the Franchising Authority from any obligation of its franchise, then the Franchisee shall be awarded an equivalent amount of relief from obligations herein. Such relief shall be in writing and in the form of an amendment to this Franchise. The Franchising Authority shall convene a public hearing on the issue within sixty (60) days of



Franchisee's notification to the Franchising Authority requiring such relief, unless otherwise mutually agreed to. Franchisee shall provide reasons for its belief in the notification. At the public hearing, the Franchising Authority shall afford the Franchisee an opportunity to demonstrate that any existing or future service providers in the Town have been provided relief by the Franchising Authority from any obligation of its cable television Franchise. The Franchisee shall provide the Franchising Authority with such financial or other relevant information as is requested to justify its belief; provided, however, that the parties' counsel mutually and reasonably deem said information is non-proprietary.

#### **SECTION 2.5 - RESERVATION OF AUTHORITY**

Nothing in this Renewal Franchise shall (i) abrogate the right of the Franchising Authority to perform any public works or public improvements of any description, (ii) be construed as a waiver of any codes or bylaws/ordinances/ordinances of general applicability and not specific to the Cable Television System, the Franchisee, or this Franchise, or (iii) be construed as a waiver or release of the rights of the Franchising Authority in and to the Public Ways. Any conflict between the terms of this Renewal Franchise and any present or future exercise of the municipality's police and regulatory powers shall be resolved by a court of appropriate jurisdiction.

#### **SECTION 2.6 - POLE AND CONDUIT ATTACHMENT RIGHTS**

(a) Franchisee must comply, if applicable, with all the requirements of RSA 231:160 et seq. for obtaining conduit or pole licenses for any conduits or poles that Franchisee wishes to install. Pursuant to RSA 231:161, permission is hereby granted to the Franchisee to attach or otherwise affix, including, but not limited to, cables, wire, or optical fibers comprising the Cable Television System, to the existing poles and conduits on and under public streets and ways, provided the Franchisee secures the permission and consent of the public utility companies to affix the cables and/or wires to their pole and conduit facilities. By virtue of this Renewal Franchise the

Franchising Authority grants Franchisee equal standing with power and telephone utilities in the manner of placement of facilities on Public Ways, subject to the lawful exercise of the authority of the Town to approve the location of all installations in the Public Ways, and subject to the Town's lawful use of the Public Ways.

(b) To the extent permitted by applicable law and in accordance with the requirements of RSA 72:23, I (b), the Franchisee(s) and any other entity now or hereafter using or occupying property of the state or of a city, town, school district or village district pursuant to this Franchise shall be responsible for the payment of, and shall pay, all properly assessed current and potential personal and real property taxes, if any, for such use or occupation and all properly assessed current and potential personal and real property taxes, if any, on structures or improvements added by Franchisee or any other entity using or occupying such property pursuant to this Franchise. Pursuant to the provisions of this Section and subject to the provisions of Section 9.8 (Notice and Opportunity to Cure) herein, "failure of the Franchisee to pay the duly assessed personal and real estate taxes when due shall be cause to terminate said lease or agreement by the Franchising Authority." Accordingly, this is a material term of the Franchise and failure to pay duly and properly assessed personal and real property taxes when due shall be cause for Franchising Authority to provide a written notice to Franchisee, pursuant to the provisions of Section 9.8, to show cause by a date certain specified in the notice as to why this Franchise should not be revoked pursuant to Section 9.7 of the Franchise. To the extent applicable law provides authority for the Franchising Authority to assess taxes on Franchisee, pursuant to RSA 72:23, I(b), 72:8-a, 73:10 and/or 48-B:4 or otherwise, the Franchising Authority shall be authorized to impose such taxes and Franchisee shall be obligated to pay such properly assessed taxes. However, Franchisee reserves all rights to appeal any assessment of personal or real property taxes. Further, the parties acknowledge that there is a dispute between the parties concerning the applicability of RSA 72:23 to the Cable System. The parties agree to abide by any final decision made by a court of competent jurisdiction, after all appeals by either party have been exhausted.



(c) Nothing in this Franchise shall be deemed a waiver or relinquishment of any rights, defenses or claims that Franchisee may have with respect to the application of any law referenced in this Section 2.6 to Franchisee's services or the operation of its Cable System. Franchisee shall have the right to pass through to Subscribers and to itemize separately on Subscribers' monthly bills any tax imposed on Franchisee by the Franchising Authority.

(d) If at any time during the term of this Renewal Franchise Agreement, Franchisee is obligated to pay a Franchise Fee to the Town equal to a percentage of Franchisee's Gross Annual Revenue, pursuant to Section 9.4 of this Agreement, and, if any tax assessment is imposed and Franchisee is correspondingly obligated to pay taxes as provided in Subsection (b) above, but not including any taxes assessed on pole owners other than Franchisee and included in any pole attachment fee charged to Franchisee by the pole owner, and if the combined amount of assessed taxes and the Franchise Fee owed exceeds five percent (5%) of Franchisee's Gross Annual Revenue, then Franchisee shall be entitled to a credit, applied to the Franchise Fee, as described in Subsection (e) below.

(e) The amount of the credit pursuant to Subsection (d) above shall be equal to the lesser of (1) the Franchise Fee owed or (2) the amount that the Franchise Fee owed and the taxes paid as provided in Subsection (b) above, combined, exceeds five percent (5%) of Franchisee's Gross Annual Revenue.

## **SECTION 2.7 – POLICE AND REGULATORY POWERS**

Franchisee's rights are subject to the powers of the Town of Newmarket to adopt and enforce general ordinances necessary for the safety and welfare of the public, provided that such ordinances are of general applicability and not specific to the Cable System, the Franchisee, or this Franchise; and to adopt and enforce ordinances and regulations pertaining to cable rates and cable



services but only to the extent authorized or allowed by state law, federal law and regulations of the FCC.

**ARTICLE 3**  
**SYSTEM SPECIFICATIONS AND CONSTRUCTION**

**SECTION 3.1 - AREA TO BE SERVED**

(a) The Franchisee shall make Cable Service available to every residential dwelling unit within the Town where the minimum density is at least twenty (20) dwelling units per aerial mile and forty (40) dwelling units per underground mile provided however, that such dwelling units are within one (1) mile of the existing Cable System and the Franchisee is able to obtain from property owners any necessary easements and/or permits in accordance with the Cable Act. The Franchisee shall make service available to multiple dwelling units (MDU) where economically feasible and providing that the Franchisee is able to obtain from the property owners any necessary easements, permits and agreements to provide service to said MDU. Subject to the density requirement, Franchisee shall offer Cable Service to all new homes or previously unserved homes located within two hundred (200) feet of the Franchisee's distribution cable. For Standard Installations, the Franchisee shall offer said service within thirty (30) days of a Subscriber's written request. For non-Standard Installations, the Franchisee shall offer said service within ninety (90) days of a Subscriber's request for such aerial installations and one hundred eighty (180) days, weather permitting, of a Subscriber's request for such underground installations. If requested in writing by the Franchising Authority, Franchisee shall provide a written progress report to the Town for a non-standard connection, subject to Subscriber privacy laws.

(b) Installation costs shall conform with the Cable Act and any rules of the FCC. Any dwelling unit within two hundred (200) feet aerial or underground of the distribution cable shall be entitled to a Standard Installation rate, unless the sub-surface is a hard surface or requires boring through rock or a similar hard surface (i.e. concrete, asphalt, etc.). Installations of more than two hundred (200) feet or which involve a hard surface or which require boring shall be provided at a rate established by the Franchisee in accordance with applicable federal and state laws. For

installations more than two hundred (200) feet, not involving a hard surface, the first two hundred (200) feet shall be at the Standard Installation rate.

(c) Provided Franchisee has at least ninety (90) days' prior written notice concerning the opening of residential subdivision trenching, or of the installation of conduit for the location of utilities, it shall install its cable in such trenching or conduits or may seek permission to utilize alternative trenching or conduits within a comparable time frame. If a substantial quantity of cable is required for a large subdivision and said quantity is not in stock, the Franchisee shall be allowed additional time for said installation. The Franchising Authority, or its designee, shall exercise reasonable efforts to have the Planning Board and developers give timely written notice of trenching and underground construction to the Franchisee. Developer shall be responsible for the digging and back-filling of all trenches.

(d) Within six (6) months of the Effective Date, the Franchisee shall make Cable Service available to every residential dwelling unit currently in existence within areas of the Town zoned for residential use on the Effective Date, including, but not limited to, those on Harvest Way.

### **SECTION 3.2 - SUBSCRIBER NETWORK**

The Franchisee shall maintain a Cable Television System fully capable of carrying a minimum bandwidth of 750MHz.

### **SECTION 3.3 - SUBSCRIBER NETWORK CABLE DROPS**

(a) The Franchisee shall maintain the current level of existing active Drops, Outlets and Basic Cable Service, at no charge to the Town, to each Public Building located along the existing cable route as of the Effective Date, as designated by the Franchising Authority within the Town, listed in Exhibit A attached hereto, provided such are considered to be a Standard Installation and absent of other unusual installation conditions and requirements.



(b) Franchisee shall provide one (1) Standard Installation Drop, one (1) Outlet and Basic Cable Service at no charge to all Public Buildings and other Town-owned Public Buildings along the Distribution Cable subject to the limitations set forth above. This obligation shall pertain throughout the term of this Renewal Franchise, to all newly constructed or renovated Public Buildings, within ninety (90) days of a written request by the Franchising Authority. The Franchising Authority or its designee shall consult with a representative of the Franchisee to determine the appropriate location for each Outlet prior to requesting that the Franchisee install the free service.

(c) Nothing in this Section shall require the Franchisee to move existing Drops or Outlets as listed in Exhibit A, or install an additional Drop or Outlet at no charge to any municipal or Town owned or leased Public Building which already has a Drop or Outlet except as provided in (e) below.

(d) It is understood that the Franchisee shall not be responsible for any internal wiring of such Public Buildings.

(e) In addition to the one (1) free outlet per building provided for above, the Town may request Franchisee to install additional outlets connected to the Residential Network in existing or additional municipal and public buildings. Franchising Authority shall bear the cost of installation at Franchisee's cost of labor, time materials for residential installations for all newly requested outlets.

#### **SECTION 3.4 - PARENTAL CONTROL CAPABILITY**

(a) Pursuant to applicable law, upon request, and at no separate, additional charge, the Franchisee shall provide Subscribers with the capability to control the reception of any channel on the Cable System.

(b) The Franchising Authority acknowledges that the parental control capability may be part of a converter box and the Franchisee may charge Subscriber for use of said box.

#### **SECTION 3.5 - EMERGENCY ALERT OVERRIDE CAPACITY**

The Franchisee shall comply with the FCC's Emergency Alert System ("EAS") regulations.

**ARTICLE 4**  
**TECHNOLOGICAL & SAFETY STANDARDS**

**SECTION 4.1 - SYSTEM MAINTENANCE**

(a) In installing, operating and maintaining equipment, cable and wires, the Franchisee shall avoid damage and injury to trees, structures and improvements in and along the routes authorized by the Franchising Authority, except as may be approved by the Franchising Authority if required for the proper installation, operation and maintenance of such equipment, cable and wires.

(b) The construction, maintenance and operation of the Cable Television System for which this Renewal Franchise is granted shall be done in conformance with all applicable laws, bylaws/ordinances of general applicability, codes and regulations, including but not limited to OSHA, the National Electrical Safety Code, and the rules and regulations of the FCC as the same exist or as same may be hereafter changed or amended.

(c) The Cable System shall be constructed, operated and maintained so as to comply, at a minimum, with all FCC requirements as to signal quality and characteristic and so that there will be no interference with television reception, radio reception, telephone communications or other electronic installations in Town.

(d) Operating and maintenance personnel shall be trained in the use of all safety equipment and the safe operation of vehicles and equipment. All areas of the Cable System shall be routinely inspected and maintained so that conditions that could develop into safety hazards for the public and/or operating and maintenance personnel can be corrected before they become a hazard. The Franchisee shall install and maintain its equipment, cable and wires in such a manner as shall not interfere with any installations of the Town or any public utility serving the Town.



(e) All structures and all equipment, cable, and wires in, over, under, and upon streets, the Public Ways of the Town, wherever situated or located shall at all times be kept and maintained in a safe and suitable condition and in good order and repair.

(f) The Signal of any broadcast station carried on the Cable Television System shall be carried without material degradation in quality at all subscribing locations within the limits imposed by the technical specifications of the Cable System and as set forth by the FCC. The Cable System shall be operated and maintained so as to comply with the technical standards set forth in the FCC's rules and regulations as they apply to cable television systems. Upon written request by Franchising Authority or its designee, Franchisee shall provide proof of compliance with FCC signal requirements.

(g) The Town reserves the right to reasonably inspect all construction and installation work for compliance with applicable laws, codes, ordinances and regulations and with provisions of the Renewal Franchise. The Franchising Authority or its designee(s) shall have the right to inspect the plant or equipment of the Franchisee in the Town at reasonable times and under reasonable circumstances. The Franchisee shall fully cooperate in such inspections, provided, however, that such inspections are reasonable and do not interfere with the operation or the performance of the facilities of the Cable System, and that such inspections are conducted after reasonable notice to the Franchisee. The Franchisee shall have a representative present during such inspections, unless it declines to do so. All inspections shall be at the expense of the Town.

(h) All lines, cables and distribution structures and equipment, including poles and towers, erected by Franchisee within the Town shall be located so as not to obstruct or interfere with the proper use of the Public Ways, as defined herein, and not to interfere with the existing public utility installation. Franchisee shall have no vested right in a location except as granted herein by the Renewal Franchise, and such construction shall be removed by Franchisee at its own cost and expense whenever the same restricts or obstructs or interferes with the operation or location of said Public Ways, provided, however, that this standard shall apply to all Persons or entities owning lines, cables, distribution structures, and equipment located in the Public Ways,

and provided further that the Franchisee shall not be required to remove any such construction solely to accommodate the needs of competing Cable Systems.

(i) Upon written notice from the Franchising Authority, the Franchisee shall remedy a general deficiency with respect to the technical standards described herein within sixty (60) days of receipt of notice and a safety deficiency within forty-eight (48) hours of receipt of notice and shall notify the Franchising Authority when the deficiency has been corrected. The Franchising Authority may request, and if so the Franchisee shall provide, bi-weekly progress reports on the status of repair efforts during the sixty (60) day period.

#### **SECTION 4.2 - CABLE LOCATION**

(a) In all areas of the Town where all of the transmission and distribution facilities of all public or municipal utilities are installed underground, Franchisee shall install its Cable System underground provided that such facilities are actually capable of receiving the Franchisee's cable and other equipment without technical degradation of the Cable System's signal quality.

(b) In all areas of the Town where public utility lines are aurally placed, if subsequently during the term of the Franchisee Renewal such public utility lines are required by local ordinance or state law to be relocated aurally or underground, Franchisee shall similarly relocate its Cable System if it is given reasonable notice and access to the public and municipal utilities facilities at the time that such are placed underground. Any costs incurred by the Franchisee for relocating utility poles or trenching for the placement of underground conduits shall be entitled to reimbursement of such relocation costs in the event public or private funds are raised for the project and made available to other users of the Public Way.

(c) Provided Franchisee has at least ninety (90) days' prior written notice concerning the opening of residential subdivision trenching, or of the installation of conduit for the location of utilities, it shall install its cable in such trenching or conduits or may seek permission to utilize alternative trenching or conduits within a comparable time frame. If a substantial quantity of cable



is required for a large subdivision and said quantity is not in stock, the Franchisee shall be allowed additional time for said installation. The Franchising Authority, or its designee, shall exercise reasonable efforts to have the Planning Board and developers give timely written notice of trenching and underground construction to the Franchisee. Developer shall be responsible for the digging and back-filling of all trenches.

(d) Nothing in this Section shall be construed to require the Franchisee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

#### **SECTION 4.3 - REPAIRS AND RESTORATION**

(a) Maintenance of Cable System: Franchisee shall maintain its system to the FCC's technical standards for Cable Television Systems. Whenever it is necessary to interrupt service for the purpose of making repairs, adjustments, installation or other maintenance activities, Franchisee shall do so at such time as will cause the least inconvenience to Subscribers. Except where there exists an emergency situation necessitating a more expeditious procedure, the Franchisee may interrupt service for the purpose of repairing or testing the Cable System only during periods of minimum use.

(b) Repairs to Public Property: Whenever the Franchisee takes up or disturbs any pavement, sidewalk or other improvement of any public right of way or public place, the same shall be replaced and the surface restored in as good condition as possible as before entry as soon as practicable, subject to all permitting and code specifications. Franchisee shall notify the Franchising Authority when such repairs are completed. If not so repaired or restored, the Franchising Authority shall notify the Franchisee in writing and such repair or restoration shall be made within thirty (30) days, unless delayed by weather or events beyond the reasonable control of Franchisee, after Franchisee's receipt of written notification from the Franchising Authority,



unless otherwise agreed by Franchisee and the Franchising Authority. Upon failure of the Franchisee to comply within the time specified (unless the Franchising Authority sets an extended time period for such restoration and repairs) or if such damage presents an emergency situation presenting a threat to public safety, the Franchising Authority may cause proper restoration and repairs to be made and the reasonable expense of such work shall be paid by the Franchisee upon demand by the Franchising Authority.

(c) Failure to Repair: In addition, upon the failure, refusal or neglect of Franchisee to cause any work or other act required by law or by this Renewal Franchise to be properly completed in any Public Way within any time prescribed, the Franchising Authority may cause such work or other act to be performed or completed in whole or in part, and prior to so doing shall submit to Franchisee in advance an itemized estimate of the cost thereof. Franchisee shall, within thirty (30) days after receipt of a statement of the actual cost incurred, pay to the Franchising Authority the entire amount thereof. Subject to Section 9.3 herein, the Franchising Authority, at its option, and in its sole discretion, may draw upon the bond described herein to recover any cost incurred pursuant to this Section should Franchisee fail to pay such costs within thirty (30) days of receipt of the statement of those costs.

(d) Repairs to Private Property: The Franchisee shall be subject to all laws of general applicability regarding private property in the course of constructing, installing, operating and maintaining the Cable System in the Town. The Franchisee shall, at its sole cost and expense, promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, installation, operation or maintenance of the Cable System.

#### **SECTION 4.4 - TREE TRIMMING**

The Franchisee shall have authority to trim trees upon and overhanging the Public Ways and places of the Town so as to prevent the branches of such trees from coming in contact with the

wires, cables and equipment of the Franchisee, in accordance with applicable state law and any Town bylaws/ordinances and regulations.

#### **SECTION 4.5 - BUILDING MOVES**

In accordance with applicable laws, the Franchisee shall, upon the written request of any Person holding a building moving permit issued by the Town, temporarily raise or lower its wires to permit the moving of the building(s). The Franchisee shall be given not less than thirty (30) days' advance written notice to arrange for such temporary wire changes. The cost to raise or lower wires shall be borne exclusively by the Person(s) holding the building move permit.

#### **SECTION 4.6 – PLANT MAPS**

The Franchisee shall maintain a complete set of plant maps of the Town which will show those areas in which its facilities exist. The plant maps will be retained at Franchisee's primary place of business and will be available to the Franchising Authority for inspection by the Franchising Authority upon written request.

#### **SECTION 4.7 - DIG SAFE**

The Franchisee shall comply with all applicable "dig safe" provisions, pursuant to RSA 374:51 of the New Hampshire Laws.

#### **SECTION 4.8 - DISCONNECTION AND RELOCATION**

(a) The Franchisee shall, at its sole cost and expense, protect, support, temporarily disconnect, relocate in the same street, or other Public Way, or remove from any street or any other Public Ways and places, any of its property as required by the Franchising Authority or its designee by reason of traffic conditions, public safety, street construction, change or establishment

of street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity.

(b) In requiring the Franchisee to protect, support, temporarily disconnect, relocate or remove any portion of its property, the Franchising Authority shall treat Franchisee the same as, and require no more of Franchisee, than any other similarly situated utility.

(c) In either case, the Franchisee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement.

#### **SECTION 4.9 – PROHIBITION AGAINST RESELLING OF SERVICE**

No Person shall resell, without the express prior written consent of the Franchisee, any Cable Service, program or signal transmitted over the Cable System by the Franchisee.

#### **SECTION 4.10 - EMERGENCY REMOVAL OF PLANT**

(a) If, at any time, in case of fire or disaster in the Town, it shall be necessary in the reasonable judgment of the Franchising Authority to cut or move any of the wires, cable or equipment of the Cable Television System, the Town shall have the right to do so without cost or liability, provided however that, wherever possible, the Franchising Authority gives Franchisee written notice and the ability to relocate wires, cable or other equipment.

(b) In either case, the Franchisee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement. All cable operators or public or municipal utility companies shall be treated alike if reimbursed for such costs by the Town.

#### **SECTION 4.11 – EMERGENCY POWER**

The Cable System shall incorporate equipment capable of providing standby powering of the headend for a minimum of forty-eight (48) hours upon failure of the power furnished by the electric utility company unless for reasons of force majeure.





## **ARTICLE 5**

### **PROGRAMMING**

#### **SECTION 5.1 - BASIC CABLE SERVICE**

The Franchisee shall make available a Basic Cable Service tier to all Subscribers in accordance with 47 U.S.C. 534.

#### **SECTION 5.2 - PROGRAMMING**

(a) Pursuant to 47 U.S.C. 544, the Franchisee shall maintain the mix, quality and broad categories of Video Programming as set forth in Exhibit B. Pursuant to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of the Franchisee.

(b) Franchisee shall comply with Section 76.309(c)(3)(i)(b) of the FCC Rules and Regulations regarding notice of Programming changes as that regulation may be amended.

#### **SECTION 5.3 - CONVERTER BOX, REMOTE CONTROLS**

The Franchisee shall allow Subscribers to purchase remote control devices which are compatible with the converter installed by the Franchisee, if any, and allow the use of remotes. The Franchisee takes no responsibility for changes in its equipment or services that might render inoperable the remote control devices acquired by Subscribers.

#### **SECTION 5.4 - STEREO TV TRANSMISSIONS**

All broadcast Signals that are transmitted to the Franchisee's headend in stereo shall be transmitted in stereo to Subscribers.

#### **SECTION 5.5 -- CABLE CHANNELS FOR COMMERCIAL USE**

Pursuant to 47 U.S.C. 532, the Franchisee shall make available channel capacity for commercial use by Persons unaffiliated with the Franchisee. Rates for use of commercial access channels shall be negotiated between the Franchisee and the commercial user in accordance with federal law.



**ARTICLE 6**  
**PEG ACCESS CHANNEL**

**SECTION 6.1 - PEG ACCESS CHANNELS**

(a) Use of channels' capacity for public, educational and governmental ("PEG") access shall be provided in accordance with federal law, 47 U.S.C. 531, and as further set forth below. Franchisee does not relinquish its ownership of or ultimate right of control over a channel by designating it for PEG use. A PEG access user – whether an individual, educational or governmental user – acquires no property or other interest by virtue of the use of a channel so designated, and may not rely on the continued use of a particular channel number, no matter how long the same channel may have been designated for such use. Franchisee shall not exercise editorial control over any public, educational, or governmental use of channel capacity, except Franchisee may refuse to transmit any public access program or portion of a public access program that contains obscenity, indecency, or nudity pursuant to Section 611 of the Cable Act. The Franchising Authority shall be responsible for developing, implementing, interpreting and enforcing rules for PEG access channel use which shall insure that PEG access channel and PEG access equipment will be available on a first-come non-discriminatory basis.

(b) Franchisee shall designate capacity on two (2) channels for public, educational, and governmental (PEG) access channels to be used for public Video Programming provided by the Franchising Authority or its designee, educational access Video Programming provided by the Franchising Authority or designated educational institution, and governmental Video Programming provided by the Franchising Authority. If, after the one-year anniversary of the Franchise Agreement, the Town Council votes at a public meeting to have a third PEG Access Channel, Franchisee shall activate such third PEG Access Channel within ninety (90) days of notice in writing of the vote of the Town Council, subject to the following threshold use requirements. The Franchising Authority may request one additional PEG channel so long as a

threshold use requirement is met for each of the PEG access channels designated above. In order to request the additional PEG channel, the existing PEG access channels must be used to cablecast, first run, non-repetitive, locally produced, non-commercial, non-alpha numerical, Programming at least eighty percent (80%) of the weekdays (Monday through Friday) for eighty percent (80%) of the time during any consecutive eight-hour period for six (6) consecutive months. Said Programming shall not include Programming that is used primarily for monitoring purposes, such as traffic monitoring. The Franchising Authority must provide Franchisee with written, detailed documentation evidencing the usage meets the threshold requirement for each channel. In the documentation to the Franchisee, the Franchising Authority shall state, in good faith, that such additional Public Access Channel (i) will be substantially programmed with non-duplicated, locally produced, non-character generated Programming; and (ii) is necessary to accomplish the stated PEG Access Programming goals of the Town. Such additional access channel will not be used simply to repeat PEG Access Programming that is already carried on the other two (2) access channels, but will be used to carry substantially new locally produced PEG Access Programming. The Franchising Authority agrees that such a third access channel shall not be utilized solely to carry character-generated messages; provided, however, that the Town may use said third access channel to carry character-generated messages along with other new locally produced PEG Access Programming. The Public, Educational and Governmental Access Channels may not be used to cablecast programs for profit, political or commercial fundraising in any fashion.

(c) The Franchisee shall not move or otherwise relocate the channel locations of the PEG Access Channels, once established, without thirty (30) days' advance, written notice to the Franchising Authority. The Franchisee shall use its best efforts, in good faith, to minimize any PEG access channel relocation.

## **SECTION 6.2 – PEG ACCESS CAPITAL SUPPORT**

Franchisee shall provide a total capital payment of Seventy Thousand Dollars (\$70,000) to the Franchising Authority, or its designee, for PEG access channels' facilities and equipment. Payments shall be made by Franchisee as follows:

- (i) within sixty (60) days of the Effective Date of this Renewal Franchise, Ten Thousand Dollars (\$10,000);
- (ii) on or before January 1 of each of the next six (6) years, Ten Thousand Dollars (\$10,000).

## **SECTION 6.3 - PEG ACCESS CABLECASTING**

(a) In order that PEG Access Programming can be cablecast over Franchisee's downstream PEG access channels, all PEG Access Programming shall be modulated, then transmitted from the origination locations listed in Exhibit C to the Franchisee-owned headend or hub-site on a Franchisee-owned upstream channel made available, without charge, to the Town for its use. At the Franchisee-owned headend, said PEG Access Programming shall be retransmitted in the downstream direction on the Franchisee-owned Subscriber Network downstream PEG access channels.

(b) The Franchisee shall provide and maintain all necessary switching and/or processing equipment located at its hub-site or headend in order to switch upstream signals carrying PEG Access Programming from the locations listed in Exhibit C to the designated Franchisee-owned Subscriber Network downstream PEG access channel.

(c) The Franchisee shall own, maintain, repair and/or replace any Franchisee-owned headend or hub-site audio or video signal processing equipment. The Town and/or PEG access provider shall own, maintain, repair and/or replace studio or portable modulators and demodulators. The demarcation point between the Franchisee's equipment and the Town's or



PEG access provider's equipment shall be at the output of the Town's and/or the PEG access provider's modulator(s) at any of the origination locations in Exhibit C.

(d) The Franchisee shall maintain the PEG access channels, and shall monitor the PEG access channels for technical signal quality and shall ensure that they are maintained at standards commensurate with those that apply to the Cable System's commercial channels pursuant to FCC technical standards. The Franchising Authority shall be responsible for the picture quality of all PEG Access Programming at the demarcation point, which shall be the output of the modulator. To provide for adequate picture quality, the Franchising Authority's video signal shall meet NTSC standards and/or the minimum operating input parameters of the modulators.

(e) The origination location at Town Hall is functioning as of the Effective Date. Franchisee agrees to provide appropriate fiber and/or cable connections for the additional origination locations listed on Exhibit C on ninety (90) days' written notice from the Franchising Authority.

#### **SECTION 6.4 - PROGRAMMING EXCLUSIVITY AND NON-COMPETITION**

The Franchising Authority, or its designee, agrees that it will not use its designated PEG access channels, equipment, or other facilities to provide for-profit commercial services which have the effect of competing with the Franchisee's business.

#### **SECTION 6.5 - INTERCONNECTION WITH COMPETING CABLE FRANCHISE**

In the event a franchise is issued by the Franchising Authority for a competing franchise and such competing franchisee desires to cablecast the PEG Access Programming originating from the origination locations referenced in Subsection 6.3(e), the parties agree that the competing franchisee shall maintain its own upstream video return link from those locations. If PEG Access Programming is originating from Franchisee's hub rather than an origination location as contemplated by Subsection 6.3(e), Franchisee shall make the programming on the PEG access

channel available to the holder of the additional franchise for cable casting over its Cable System in the Town upon execution of an interconnection agreement between Franchisee and the holder of the additional franchise. If a competing provider provides PEG access in the Town, Franchising Authority will seek a similar and reciprocal requirement in the competitor's franchise agreement.

#### **SECTION 6.6 – FRANCHISE RELATED COST**

The Franchising Authority acknowledges that under the Cable Act, certain costs, including but not limited to capital costs of public, educational and governmental (PEG) access, the cost to construct video return lines from video origination sites, the cost to activate a PEG channel and the cost of other Franchise requirements, may be passed through to the Subscribers in accordance with federal law, subject to the specific provisions in this Agreement.

## ARTICLE 7

### CUSTOMER SERVICE & CONSUMER PROTECTION

#### SECTION 7.1 - INSTALLATION VISITS - SERVICE CALLS - RESPONSE TIME

(a) Timetable for Installations: The Franchisee shall respond to all requests for aerial installation(s) within seven (7) business days of such request, or at such other time as is mutually agreed upon by the Franchisee and said Subscriber. Underground installation shall be completed as expeditiously as practicable but in no event later than one hundred eighty (180) days after a written request for such connection by the owner of the dwelling, taking into account and subject to weather, force majeure, and performance of make ready. If requested in writing by the Franchising Authority, Franchisee shall provide a written progress report to the Town for a non-standard connection, subject to Subscriber privacy laws.

(b) Appointments for Service Calls: When arranging appointments for installation or service, the Franchisee shall specify in advance whether such will occur in the morning or afternoon, and a narrow interval, if possible within the morning and afternoon time frame, and the Franchisee shall make reasonable efforts to install at times convenient to Subscribers (including times other than between 9:00 am and 5:00 pm weekdays). If Franchisee does not make the service call within the designated time frame, it shall be considered a missed visit, absent obtaining the Subscriber's permission to reschedule.

(c) Converters: The Franchisee shall be responsible for picking up and changing out converters at a Subscriber's request at no additional charge, where such change-out is initiated by the Franchisee's expansion of channel capacity for no more than one (1) month following any such change. Subscribers may also bring converters to office locations identified by the Franchisee in notifications to Subscribers (such as a bill message) for drop off or exchange themselves.



(d) After Hours Service Calls: A Subscriber complaint or request for service received after normal business hours shall be responded to the next business day.

(e) Technicians on Call: The Franchisee shall ensure that there are stand-by technicians on call at all times after normal business hours. The answering service shall be required to notify the stand-by technician(s) of (i) any emergency situations or (ii) an outage as described in Section 7.1(f) below.

(f) System Outages: System outages shall be responded to immediately, twenty-four (24) hours a day by technical personnel. For purposes of this Section, an outage shall be considered to occur when three (3) or more calls are received from any one neighborhood concerning such an outage, or when the Franchisee has reason to know of such an outage.

(g) Removal of Drops: The Franchisee shall remove all Subscriber cable Drops within seven (7) days of receiving a request from a Subscriber to do so.

## **SECTION 7.2 - CUSTOMER SERVICE**

The Franchisee shall comply with all customer service regulations of the FCC (47 CFR §76.309) as they exist or as they may be amended from time to time, which standards are attached hereto as Exhibit D and made a part hereof.

## **SECTION 7.3 - CONSUMER COMPLAINT**

(a) The Franchisee shall establish a procedure for resolution of complaints by Subscribers. Franchisee shall notify Subscribers of its procedures in accordance with federal law.

(b) Upon reasonable notice, the Franchisee shall expeditiously investigate and resolve all complaints regarding the quality of service, equipment malfunctions and similar matters.

(c) Except as limited by federal law or FCC regulations concerning privacy, the Franchisee shall comply with the provisions of NH RSA 53-C:3-e, as it may be amended, regarding Subscriber complaints. Nothing herein shall be deemed to require Franchisee to

maintain records of oral complaints which can be handled to the Subscriber's satisfaction in the course of the initial conversation in which the complaint is made or does not require technical field response.

(d) In the event that a Subscriber is aggrieved, the Franchising Authority or its designee(s) shall be responsible for receiving and acting upon such Subscriber complaints and/or inquiries, subject to Subscriber privacy laws as follows:

- (i) Upon the written request of the Franchising Authority or its designee(s), the Franchisee shall, within ten (10) business days after receiving such request, send a written report to the Franchising Authority with respect to any complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Franchisee.
- (ii) Should a Subscriber have an unresolved complaint regarding cable television operations, the Subscriber shall be entitled to file his or her complaint with the Franchising Authority or its designee(s), who shall have primary responsibility for the continuing administration of this Renewal Franchise and the implementation of complaint procedures. The Subscriber shall thereafter meet jointly with the Franchising Authority or its designee(s) and a representative of the Franchisee within thirty (30) days of the Subscriber's filing of his or her complaint, in order to fully discuss and resolve such matter.

(e) Notwithstanding the foregoing, if the Franchising Authority or designee(s) determines it to be in the public interest, the Franchising Authority or its designee(s) may investigate any multiple complaints or disputes brought by Subscribers arising from the operations of the Franchisee.

(f) In the event that the Franchising Authority or its designee(s) finds a pattern of multiple unresolved Subscriber complaints, the Franchising Authority or its designee(s) and the

Franchisee shall discuss, in good faith, possible amendments to the Franchisee's procedures for the resolution of complaints.

(g) In its Annual Report requested by the Franchising Authority pursuant to Section 10.9, the Franchisee shall provide to the Franchising Authority and keep current the name and contact information, including address and telephone number, of the individual who Town personnel may contact for issues relating to this Renewal Franchise.

#### **SECTION 7.4 - SERVICE INTERRUPTIONS**

Except where there exists an emergency situation necessitating a more expeditious procedure, the Franchisee may interrupt service for the purpose of repairing or testing the Cable System only during the periods of minimum use and, if practical, only after a minimum of twenty-four (24) hours' notice to all affected Subscribers

In the event that the Franchisee's service to any Subscriber is completely interrupted for twenty-four (24) or more consecutive hours, the Franchisee will grant such Subscriber a pro rata credit or rebate upon request, on a daily basis, of that portion of the service charge during the next consecutive billing cycle, or at its option, apply such credit to any outstanding balance then currently due. In the instance of other individual Subscriber service interruptions, credits shall be applied as described above after due notice to the Franchisee from the Subscriber.

Franchisee shall consider a similar credit for any Service Interruption of eight (8) consecutive hours or more, excluding interruptions which are beyond the control of the Franchisee, such as, but not limited to, electrical outages, acts of God or any reason of force majeure.



#### **SECTION 7.5 - SUBSCRIBER TELEVISION SETS**

The Franchisee shall not engage directly or indirectly in the business of selling or repairing television sets; provided however that the Franchisee may make adjustments to television sets in the course of normal maintenance.

#### **SECTION 7.6 - PROTECTION OF SUBSCRIBER PRIVACY**

The Franchisee shall comply with all applicable federal and state privacy laws and regulations, including 47 U.S.C. 551 and regulations adopted pursuant thereto and attached hereto as Exhibit E.

#### **SECTION 7.7 - PROPRIETARY INFORMATION**

Notwithstanding anything to the contrary set forth in this Franchise, the Franchisee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The Franchising Authority agrees to treat any information disclosed by the Franchisee as confidential and only to disclose it to those employees, representatives, and agents of the Franchising Authority who have a need to know in order to enforce this Franchise and who shall agree to maintain the confidentiality of all such information. The Franchisee shall not be required to provide Subscriber information in violation of 47 U.S.C. 551 or any other applicable federal or state privacy law. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of Franchise Fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Franchisee to be competitively sensitive. In the event that the Franchising Authority receives a request under a state "sunshine," public records or similar law for the disclosure of information the Franchisee has designated as confidential, trade secret or proprietary, the Franchising Authority shall notify Franchisee of such request and cooperate with Franchisee in opposing such request.

## **SECTION 7.8 - EMPLOYEE IDENTIFICATION CARDS**

All of the Franchisee's employees, contractors and subcontractors entering upon private property in connection with the construction, installation, maintenance and/or operation of the Cable System, including repair and sales personnel, shall be required to produce, upon request, an employee identification card issued by the Franchisee and bearing a picture of said employee. If such employee(s) cannot produce such a photo identification card and, as a result, is not admitted to a Subscriber's home, such visit shall be deemed to be a missed service visit by the Franchisee.

All of Franchisee's and/or its contractors' or subcontractors' vehicles performing work on the Cable System in the Town shall be placarded with proper identification, making them readily identifiable.

Agents and contractors hired by the Franchisee to perform any substantial work on the Cable System in the Public Ways in the Town that disrupts or has the potential to disrupt the flow of traffic and/or is for an extended period (more than half a day) shall inform the Newmarket Police Department of the work location within the Town and provide relevant vehicle identification.

## **SECTION 7.9 - MONITORING**

Neither the Franchisee nor its designee nor the Franchising Authority nor its designee shall, without a court order, tap, monitor, arrange for the tapping or monitoring, or permit any person to tap or monitor, any cable, line, signal, input device, or Subscriber Outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber or user, unless otherwise required by applicable law, provided, however, that the Franchisee may conduct system-wide or individually addressed "sweeps" solely for the purpose of verifying system integrity, checking for illegal taps, controlling return-path transmission, billing for pay services or monitoring channel usage in a manner not inconsistent with the Cable Act. The Franchisee shall

report to the affected parties any instances of monitoring or tapping of the Cable Television System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by the Franchisee. The Franchisee shall not record or retain any information transmitted between a Subscriber or user and any third party, except as required for lawful business purposes.

#### **SECTION 7.10 – POLLING**

No poll or other upstream response of a Subscriber or user shall be conducted or obtained, unless: 1) the program of which the upstream response is a part contains an explicit disclosure of the nature, purpose and prospective use of the results of the poll or upstream response, and 2) the program has an informational, entertainment or educational function which is self-evident. The Franchisee or its designees shall release the results of upstream responses only in the aggregate and without individual references.



**ARTICLE 8**  
**PRICES & CHARGES**

**SECTION 8.1 - PRICES AND CHARGES**

(a) All rates, fees, charges, deposits and associated terms and conditions to be imposed by the Franchisee or any affiliated Person for any Cable Service as of the Effective Date shall be in accordance with applicable FCC rate regulations [47 U.S.C. 543], including, but not limited to, 47 CFR §1603. Before any new or modified rate, fee, or charge is imposed, the Franchisee shall follow the applicable FCC and state notice requirements and rules and notify affected Subscribers, which notice may be by any means permitted under applicable law. Nothing in this Renewal Franchise shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or retaining Subscribers.

(b) The Town shall have the right to the extent granted or not prohibited under state law, the Cable Act and FCC regulations, to regulate rates, equipment, installation and service charges to Subscribers.

**ARTICLE 9**  
**REGULATORY OVERSIGHT**

**SECTION 9.1 - INDEMNIFICATION**

The Franchisee shall indemnify, defend and hold harmless the Franchising Authority, its officers, employees, and agents from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of the Franchisee's construction, operation, maintenance or removal of the Cable System, including, but not limited to, reasonable attorney's fees and costs, provided that the Franchising Authority shall give the Franchisee written notice of its obligation to indemnify and defend the Franchising Authority within timely (best efforts of ten (10) business days) receipt of a claim or action pursuant to this Section. If the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority.

**SECTION 9.2 - INSURANCE**

(a) The Franchisee shall carry insurance throughout the term of this Renewal Franchise and any removal period with an insurance company authorized to conduct business in New Hampshire satisfactory to the Franchising Authority protecting, as required in this Renewal Franchise, the Franchisee and listing the Town as an additional insured against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, operation, maintenance or removal of its Cable System. The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000) as to any one occurrence. The amount of such insurance for liability for injury or death to any person shall be no less than One Million Dollars (\$1,000,000). The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000) in umbrella form. The

policy will contain a provision that the Franchising Authority will receive thirty (30) days' written notice prior to any cancellation.

(b) The Franchisee shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in the amount of One Million Dollars (\$1,000,000). Policy will contain a provision that the Franchising Authority will receive thirty (30) days' written notice prior to any cancellation.

(c) All insurance coverage, including Workers' Compensation, shall be maintained throughout the period of this Renewal Franchise. All expenses incurred for said insurance shall be at the sole expense of the Franchisee. Policy will contain a provision that the Franchising Authority will receive thirty (30) days' written notice prior to any cancellation.

(d) The Franchisee shall provide Franchising Authority with certificate(s) of insurance for all policies required herein upon renewal of policies.

### **SECTION 9.3 - PERFORMANCE BOND**

(a) The Franchisee has submitted and shall maintain throughout the duration of this Renewal Franchise and any removal period a performance bond in the amount of Twenty-Five Thousand Dollars (\$25,000) running to the Town with a surety company satisfactory to the Franchising Authority to guarantee the following terms:

- (i) The satisfactory completion of the installation and operation of the Cable System in the time schedule provided herein;
- (ii) The satisfactory restoration of the Public Ways and other improvements;
- (iii) The indemnity of the Town; and
- (iv) The satisfactory removal or other disposition of the Cable System.

(b) The Franchisee shall not reduce the amount or cancel said bond, or materially change the terms of said bond from the provisions of Section 9.3(a) herein without the Franchising



Authority's prior written consent. The Franchising Authority shall not unreasonably withhold its consent.

#### **SECTION 9.4 - FRANCHISE FEE**

(a) The Franchisee shall pay to the Town, throughout the term of this Renewal Franchise, a Franchise Fee equal to five percent (5%) of the Franchisee's Gross Annual Revenue.

(b) The Franchise Fee shall be paid quarterly to the Town throughout the term of this Renewal Franchise, no later than forty-five (45) days after the end of the Franchisee's fiscal quarters for the preceding quarter in each quarter of this Franchise Renewal.

(c) Each payment shall be accompanied by the statement certifying the factual basis for payment, including a break-down by category of Franchisee's Gross Annual Revenues upon which such payment is based. The Franchising Authority may designate in writing one or more particular accounts or funds, including any non-capital reserve fund duly established, to which the Franchisee shall direct Franchise Fees due hereunder.

(d) In accordance with Section 622(b) of the Cable Act, the Franchisee shall not be liable for a total financial commitment pursuant to this Renewal Franchise and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall include (i) any funding provided by the Franchisee to the Franchising Authority, or its designee(s), to be used for PEG access operations, (ii) any amounts included in the term "Franchise Fee" pursuant to Section 622(g)(1) of the Cable Act, including funds paid to the Town pursuant to Section 9.4 (a) supra, but shall not include (i) interest due herein to the Franchising Authority because of late payments; and (ii) any other exclusion to the term "Franchisee Fee" pursuant to Section 622(g)(2) of the Cable Act.

(e) At any time during the life of this Renewal Franchise, the Franchising Authority may, as needed to verify the information provided hereunder, upon reasonable belief and after notice and an opportunity by the Franchisee to be heard, inspect and subject to independent audit,

at the Franchising Authority's expense, the financial records and books of Franchisee insofar as they apply to the calculation of (i) Gross Annual Revenues in the Town, and (ii) Franchise Fees paid to the Franchising Authority; provided, however, that if the Franchising Authority has a reasonable belief or reasonably should have such a belief of a need to verify information, it must exercise its right to inspect and audit within one (1) year of such event.

(f) No acceptance of any payment shall be construed as an accord that the payment is, in fact, the correct amount, nor shall such acceptance of payment be construed as a release of (i) any claim the Franchising Authority may have for further or additional sums payable under provisions of this Renewal Franchise or (ii) any other claim whatsoever; provided, however, that if at the time of acceptance the Franchising Authority knows or reasonably should have known that a payment is incorrect, it must challenge such payment within one (1) year of acceptance.

(g) The Franchising Authority agrees to protect any proprietary information supplied to it in accordance with Section 7.7.

## **SECTION 9.5 - REPORTS**

The Franchisee shall maintain for public inspection all records required by the FCC and as specified in 47 CFR §76.305 in the manner prescribed therein.

## **SECTION 9.6 - EQUAL EMPLOYMENT OPPORTUNITY**

The Franchisee is an Equal Opportunity Employer and shall comply with applicable FCC regulations with respect to Equal Employment Opportunities.

## **SECTION 9.7 - REVOCATION OF FRANCHISE**

Upon written notice, the Franchise issued hereunder may, after due process pursuant to opportunity to cure (Section 9.8) and public hearing held by the Franchising Authority, subject to

any other rights available to the Franchisee, be revoked by the Franchising Authority for any of the following reasons:

(a) For failure to file and maintain the performance bond as described in Section 9.3 (Performance Bond) or to maintain insurance as described in Section 9.2 (Insurance);

(b) For repeated failure to maintain signal quality pursuant to the standards provided for by the FCC;

(c) For any transfer or assignment of the Renewal Franchise without prior notice to the Franchising Authority in violation of Section 9.9 herein; and

(d) For repeated failure to comply with the material terms and conditions.

#### **SECTION 9.8 - NOTICE AND OPPORTUNITY TO CURE**

In the event that the Franchising Authority has reason to believe that the Franchisee has defaulted in the performance of any or several provisions of this Renewal Franchise, except as excused by Force Majeure, the Franchising Authority shall notify the Franchisee in writing, by certified mail, of the provision or provisions which the Franchising Authority believes may have been in default and the details relating thereto. The Franchisee shall have ninety (90) days from the receipt of such notice to:

(a) respond to the Franchising Authority in writing, contesting the Franchising Authority's assertion of default and providing such information or documentation as may be necessary to support the Franchisee's position; or

(b) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default such default cannot be cured within such ninety (90) day period, take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Franchisee shall report to the Franchising Authority, in writing, by certified mail, at forty-five (45) day intervals as to the Franchisee's efforts, indicating the steps taken by the Franchisee to cure said default and reporting the Franchisee's progress until such default is cured.



(c) In the event that (i) the Franchisee fails to respond to such notice of default; and/or (ii) the Franchisee fails to cure the default or to take reasonable steps to cure the default within the required ninety (90) day period, the Franchising Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Franchisee. The Franchisee shall be provided reasonable opportunity to offer evidence, question witnesses, if any, and be heard at such public hearing.

(d) Within thirty (30) days after said public hearing, the Franchising Authority shall issue a written determination of its findings. In the event that the Franchising Authority determines that the Franchisee is in such default, the Franchising Authority may determine to pursue any lawful remedy available to it.

(e) In the event that (i) the Franchising Authority fails to issue a written reply within thirty (30) days accepting or rejecting Franchisee's response pursuant to Section 9.8(a) above; (ii) the Franchising Authority fails to issue a written acknowledgement after Franchisee's notice that it cured said default pursuant to Section 9.8(b) above; and/or (iii) the Franchising Authority fails to schedule a public hearing no later than thirty (30) days of having sent a written notice consistent with Section 9.8(c) above and/or (iv) the Franchising authority fails to issue a written determination with thirty (30) days after the public hearing pursuant to Section 9.8(d) above, then the issue of said default against the Franchisee by the Franchising Authority shall be considered null and void.

#### **SECTION 9.9 - TRANSFER OR ASSIGNMENT**

This Renewal Franchise shall not be transferred or assigned without the prior written consent of the Franchising Authority, which consent shall not be arbitrarily or unreasonably withheld. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Franchisee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation. Within thirty (30) days of receiving a

request for consent, the Franchising Authority shall, in accordance with FCC rules and regulations, notify the Franchisee in writing of the additional information, if any, it requires to determine the legal, financial, and technical qualifications of the transferee or new controlling party. If the Franchising Authority has not taken action on the Franchisee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed given.

#### **SECTION 9.10 - REMOVAL OF SYSTEM**

Upon termination of this Franchise Renewal or of any renewal hereof by passage of time or otherwise, the Franchisee shall, upon Town's request, remove its supporting structures, poles, transmission and distribution systems and other appurtenances from the Public Ways and other public and private places in, over, under, or along which they are installed and shall restore the areas to their original condition. If such removal is not completed within six (6) months of such termination, the Franchising Authority may, at its sole option, (1) deem any property not removed as having been abandoned, or (2) at Franchisee's expense remove or cause to be removed any components of the Cable System and restore the areas to their original condition.

#### **SECTION 9.11 - INCORPORATION BY REFERENCE**

(a) All presently and hereafter applicable conditions and requirements of federal, state and local laws, including but not limited to the rules and regulations of the FCC and the State of New Hampshire, as they may be amended from time to time, are incorporated herein by reference, to the extent not enumerated herein. All such general laws, rules, and regulations, as amended, shall control the interpretation and performance of this Renewal Franchise to the extent that any provision of this Renewal Franchise conflicts with or is inconsistent with such laws, rules or regulations.

(b) Should the State of New Hampshire, the federal government or the FCC require the Franchisee to perform or refrain from performing any act the performance or non-performance of

which is inconsistent with any provisions herein, the Franchising Authority and the Franchisee will thereupon, if they determine that a material provision herein is affected, modify any of the provisions herein to reflect such government action.

#### **SECTION 9.12- NO THIRD-PARTY BENEFICIARIES**

Nothing in this Franchise Renewal is intended to confer third-party beneficiary status on any member of the public to enforce the term of this Franchise Renewal.



**ARTICLE 10**  
**MISCELLANEOUS**

**SECTION 10.1 - SEVERABILITY**

If any Section, subsection, sentence, clause, phrase, or other portion of this Renewal Franchise is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

**SECTION 10.2 - FORCE MAJEURE**

If for any reason of force majeure the Franchisee is unable in whole or in part to carry out its obligations hereunder, said Franchisee shall not be deemed in violation or default during the continuance of such inability. Unless further limited elsewhere in this Franchise, the term "force majeure" as used herein shall have the following meaning: strikes; acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the State of New Hampshire or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; tornados; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; arrests; civil disturbances; explosions; partial or entire failure of utilities; environmental restrictions or any other cause or event not reasonably within the Franchisee's control.

### **SECTION 10.3 - NOTICES**

(a) Every notice to be served upon the Franchising Authority shall be delivered or sent by certified mail (postage prepaid) to the following address or such other address as the Franchising Authority may specify in writing to the Franchisee.

Town of Newmarket  
Attn: Town Council  
186 Main Street  
Newmarket, NH 03857

(b) Every notice served upon the Franchisee shall be delivered or sent by certified mail (postage prepaid) to the following address or such other address as the Franchisee may specify in writing to the Franchising Authority.

Comcast Cable Communications, Inc.  
Attn: Director of Government & Community Relations  
92 Glenn Street  
Lawrence, MA 01843

with copies to:

Comcast Cable Communications, Inc.  
Attn: Vice President, Government Affairs  
676 Island Pond Road  
Manchester, NH 03109

Comcast Cable Communications, Inc.  
Attn: Government Affairs  
1500 Market Street  
Philadelphia, PA 19102

(c) Delivery of such notices shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

### **SECTION 10.4 - ENTIRE AGREEMENT**

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed without

written amendment following publication of the proposed amendment in a manner consistent with the publication and notice provisions of RSA Chapter 43.

#### **SECTION 10.5 - CAPTIONS**

The captions to Sections throughout this Renewal Franchise are intended solely to facilitate reading and reference to the Sections and provisions of the Renewal Franchise. Such captions shall not affect the meaning or interpretation of the Renewal Franchise.

#### **SECTION 10.6 - WARRANTIES**

The Franchisee warrants, represents and acknowledges that, as of the Effective Date of this Franchisee Renewal:

(a) The Franchisee is duly organized, validly existing and in good standing under the laws of the state;

(b) The Franchisee has the requisite power and authority under applicable law, and its by-laws and articles of incorporation and/or other organizational documents is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the date of execution of this Franchise Renewal to enter into and legally bind the Franchisee to this Franchise Renewal and to take all actions necessary to perform all of its obligations pursuant to this Franchise Renewal;

(c) This Franchise Renewal is enforceable against the Franchisee in accordance with the provisions herein; and

(d) There is no action or proceeding pending or threatened against the Franchisee which would interfere with performance of this Franchise Renewal.



#### **SECTION 10.7 - APPLICABILITY OF RENEWAL FRANCHISE**

All of the provisions in this Renewal Franchise shall apply to the Town, the Franchisee, and their respective successors and assigns.

#### **SECTION 10.8 - RENEWAL OF FRANCHISE**

Subject to the approval of the Town, this Franchise may be renewed in accordance with the provisions of federal law, applicable regulations, and in accordance with the following provisions:

(a) the extent to which the Franchisee's performance has substantially complied with the material terms of this Franchise, and

(b) a public hearing has been held, and

(c) the Franchisee has proposed terms and conditions acceptable to the Town that meet the material future needs and interests of the Town, taking into account cost and technical feasibility of meeting such needs and interests.

#### **SECTION 10.9 - ANNUAL TOWN REVIEW AND REPORT**

Upon fourteen (14) days' written notice from the Franchising Authority, the Franchisee will attend an annual meeting with a subcommittee of the Town Council to review compliance with the terms of this Franchise and matters of interest to either party. No later than fourteen (14) days prior to such meeting, either party may submit a list of items to be reviewed.

Additionally, upon written request of the Franchising Authority, Franchisee shall submit an annual report in the form attached as Exhibit F, on or before the anniversary of the Effective Date.

WITNESS OUR HANDS AND OFFICIAL SEAL, THIS 4 DAY OF  
November 2009.

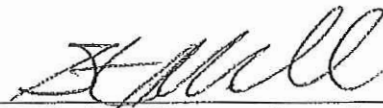
**TOWN OF NEWMARKET**

Franchising Authority

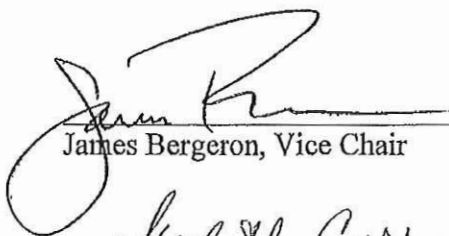
By:



by Michael LaBranche, Chair of Council



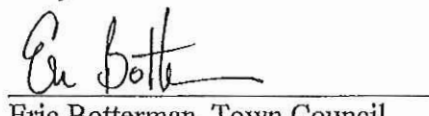
Steven Minutelli, Town Council



James Bergeron, Vice Chair

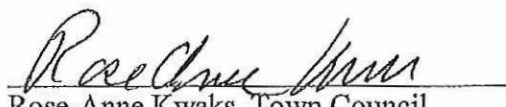


Judith Carr, Town Council



Eric Botterman, Town Council

Daniel Dickens, Town Council

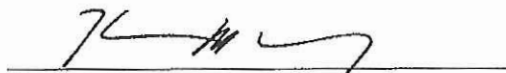


Rose-Anne Kwaks, Town Council

**COMCAST OF MAINE/NEW HAMPSHIRE**

Franchisee

By:



Kevin M. Casey

President

NorthCentral Division

## EXHIBIT A

### PUBLIC BUILDINGS ON THE CABLE SYSTEM

<b><u>Municipal Buildings:</u></b>	
Town Hall	186 Main Street
Police Department	70 Exeter Road
Fire Department	4 Young Lane
Ambulance Department	4 Young Lane
Public Works and Highways Department	4 Young Lane
Water Treatment Facility	5 Young Lane
Sewage Treatment Facility	54 Packers Falls
Public Library	1 Elm Street
Senior Center	2 Terrace Drive
Recreation Center	1 Terrace Drive
<b><u>Public School Buildings:</u></b>	
High School	213 South Main
Elementary School	234 South Main



## **EXHIBIT B**

### **PROGRAMMING**

Franchisee shall provide the following broad categories of Video Programming:

- News Programming;
- Sports Programming;
- Public Affairs Programming;
- Children's Programming;
- Entertainment Programming; and
- Local Programming.

## **EXHIBIT C**

### **PEG ORIGINATION LOCATIONS**

**Town Hall**

**Middle/High School**

**Third location to be determined by Franchising Authority**

**EXHIBIT D**  
**CUSTOMER SERVICE REGULATIONS**

**Code of Federal Regulations 47 CFR §76.309**

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

(1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;

(2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements;

(3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or

(4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

(c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability--

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.



(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety-five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes Known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time that is convenient for the customer.

(3) Communications between cable operators and cable subscribers--

(i) Refunds--Refund checks will be issued promptly, but no later than either--

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(ii) Credits--Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions--

(i) Normal business hours--The term "normal business hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

(ii) Normal operating conditions--The term "normal operating conditions" means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) Service interruption--The term "service interruption" means the loss of picture or sound on one or more cable channels.

## Regulations Re: Notifications

### Sec. 76.1602 Customer service--general information.

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (b) of this section against cable operators. The franchise authority must provide affected cable operators 90 days written notice of its intent to enforce standards.

(b) Effective July 1, 1993, the cable operator shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:

(1) Products and services offered;

(2) Prices and options for programming services and conditions of subscription to programming and other services;

(3) Installation and service maintenance policies;

(4) Instructions on how to use the cable service;

(5) Channel positions of programming carried on the system; and

(6) Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

(c) Subscribers shall be advised of the procedures for resolution of complaints about the quality of the television signal delivered by the cable system operator, including the address of the responsible officer of the local franchising authority.

### Sec. 76.1603 Customer service--rate and service changes.

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (b) of this section against cable operators. The franchise authority must provide affected cable operators 90 days written notice of its intent to enforce standards.

(b) Customers will be notified of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers 30 days in advance of any significant changes in the other information required by Sec. 76.1602.

(c) In addition to the requirement of paragraph (b) of this section regarding advance notification to customers of any changes in rates, programming services or channel positions, cable systems shall give 30 days' written notice to both subscribers and local franchising authorities before implementing any rate or service change. Such notice shall state the precise amount of any rate change and briefly explain in readily understandable fashion the cause of the rate change (e.g., inflation, change in external costs or the addition/deletion of channels). When the change involves the addition or deletion of channels, each channel added or deleted must be separately identified. For purposes of the carriage of digital broadcast signals, the operator need only identify for subscribers, the television signal added and not whether that signal may be multiplexed during certain dayparts.

(d) A cable operator shall provide written notice to a subscriber of any increase in the price to be charged for the basic service tier or associated equipment at least 30 days before any proposed increase is effective. The notice should include the name and address of the local franchising authority.



(e) To the extent the operator is required to provide notice of service and rate changes to subscribers, the operator may provide such notice using any reasonable written means at its sole discretion.

(f) Notwithstanding any other provision of part 76 of this chapter, a cable operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any Federal agency, State, or franchising authority on the transaction between the operator and the subscriber.

Note 1 to Sec. 76.1603: Section 624(h) of the Communications Act, 47 U.S.C. 544(h), contains additional notification requirements which a franchising authority may enforce.

Note 2 to Sec. 76.1603: Section 624(d)(3) of the Communications Act, 47 U.S.C. 544(d)(3), contains additional notification provisions pertaining to cable operators who offer a premium channel without charge to cable subscribers who do not subscribe to such premium channel.

Note 3 to Sec. 76.1603: Section 631 of the Communications Act, 47 U.S.C. 551, contains additional notification requirements pertaining to the protection of subscriber privacy.

#### **Sec. 76.1619 Information on subscriber bills.**

(a) Effective July 1, 1993, bills must be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(b) In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within 30 days.

(c) A cable franchise authority may enforce the customer service standards set forth in this section against cable operators. The franchise authority must provide affected cable operators 90 days written notice of its intent to enforce standards.



**EXHIBIT E**  
**PRIVACY LAWS**

**§ 551. Protection of subscriber privacy**

**(a) Notice to subscriber regarding personally identifiable information; definitions**

(1) At the time of entering into an agreement to provide any cable service or other service to a subscriber and at least once a year thereafter, a cable operator shall provide notice in the form of a separate, written statement to such subscriber which clearly and conspicuously informs the subscriber of—

(A) the nature of personally identifiable information collected or to be collected with respect to the subscriber and the nature of the use of such information;

(B) the nature, frequency, and purpose of any disclosure which may be made of such information, including an identification of the types of persons to whom the disclosure may be made;

(C) the period during which such information will be maintained by the cable operator;

(D) the times and place at which the subscriber may have access to such information in accordance with subsection (d) of this section; and

(E) the limitations provided by this section with respect to the collection and disclosure of information by a cable operator and the right of the subscriber under subsections (f) and (h) of this section to enforce such limitations.

In the case of subscribers who have entered into such an agreement before the effective date of this section, such notice shall be provided within 180 days of such date and at least once a year thereafter.

(2) For purposes of this section, other than subsection (h) of this section—

(A) the term “personally identifiable information” does not include any record of aggregate data which does not identify particular persons;

(B) the term “other service” includes any wire or radio communications service provided using any of the facilities of a cable operator that are used in the provision of cable service; and

(C) the term “cable operator” includes, in addition to persons within the definition of cable operator in section 522 of this title, any person who

(i) is owned or controlled by, or under common ownership or control with, a cable operator, and

(ii) provides any wire or radio communications service.

**(b) Collection of personally identifiable information using cable system**

(1) Except as provided in paragraph (2), a cable operator shall not use the cable system to collect personally identifiable information concerning any subscriber without the prior written or electronic consent of the subscriber concerned.

(2) A cable operator may use the cable system to collect such information in order to—

(A) obtain information necessary to render a cable service or other service provided by the cable operator to the subscriber; or

(B) detect unauthorized reception of cable communications.

**(c) Disclosure of personally identifiable information**

(1) Except as provided in paragraph (2), a cable operator shall not disclose personally identifiable information concerning any subscriber without the prior written or electronic consent of the subscriber concerned and shall take such actions as are necessary to prevent unauthorized access to such information by a person other than the subscriber or cable operator.

(2) A cable operator may disclose such information if the disclosure is—

(A) necessary to render, or conduct a legitimate business activity related to, a cable service or other service provided by the cable operator to the subscriber;

(B) subject to subsection (h) of this section, made pursuant to a court order authorizing such disclosure, if the subscriber is notified of such order by the person to whom the order is directed;

(C) a disclosure of the names and addresses of subscribers to any cable service or other service, if—

(i) the cable operator has provided the subscriber the opportunity to prohibit or limit such disclosure, and

(ii) the disclosure does not reveal, directly or indirectly, the—

(I) extent of any viewing or other use by the subscriber of a cable service or other service provided by the cable operator, or

(II) the nature of any transaction made by the subscriber over the cable system of the cable operator; or

(D) to a government entity as authorized under chapters 119, 121, or 206 of title 18, except that such disclosure shall not include records revealing cable subscriber selection of video programming from a cable operator.

**(d) Subscriber access to information**

A cable subscriber shall be provided access to all personally identifiable information regarding that subscriber which is collected and maintained by a cable operator. Such information shall be made available to the subscriber at reasonable times and at a convenient place designated by such cable operator. A cable subscriber shall be provided reasonable opportunity to correct any error in such information.

**(e) Destruction of information**

A cable operator shall destroy personally identifiable information if the information is no longer necessary for the purpose for which it was collected and there are no pending requests or orders for access to such information under subsection (d) of this section or pursuant to a court order.

**(f) Civil action in United States district court; damages; attorney's fees and costs; nonexclusive nature of remedy**

(1) Any person aggrieved by any act of a cable operator in violation of this section may bring a civil action in a United States district court.

(2) The court may award—

(A) actual damages but not less than liquidated damages computed at the rate of \$100 a day for each day of violation or \$1,000, whichever is higher;

(B) punitive damages; and

(C) reasonable attorneys' fees and other litigation costs reasonably incurred.

(3) The remedy provided by this section shall be in addition to any other lawful remedy available to a cable subscriber.

**(g) Regulation by States or franchising authorities**

Nothing in this subchapter shall be construed to prohibit any State or any franchising authority from enacting or enforcing laws consistent with this section for the protection of subscriber privacy.

**(h) Disclosure of information to governmental entity pursuant to court order**

Except as provided in subsection (c)(2)(D) of this section, a governmental entity may obtain personally identifiable information concerning a cable subscriber pursuant to a court order only if, in the court proceeding relevant to such court order—

(1) such entity offers clear and convincing evidence that the subject of the information is reasonably suspected of engaging in criminal activity and that the information sought would be material evidence in the case; and

(2) the subject of the information is afforded the opportunity to appear and contest such entity's claim.



**EXHIBIT F**  
**FORM OF ANNUAL REPORT**

Location of and hours of Payment Center:

Location of and hours of Customer Service Office:

Customer Service Telephone Number:

Location of Headend (Reception Facility):

Miles of Cable Plant in Town:

Number of Town Subscribers:

System Reliability Operating Percentage:

Customer Service Statistics:

a) Number of reports of system outages and response time for such outages:

b) Copy of written complaints and brief description re: resolution of such complaints:

Franchise Fee Paid: \$ \_\_\_\_\_

Contact Person to Service Unresolved Customer Complaints:

Updated Labor/Material Costs (if applicable) for Installation over 200 feet from existing plant:

S:\NA-NE\NEWMARKET\Telecomm\Cable Renewal 2006\Franchise Agreements\102709 final by dlc.doc





Comcast Cable  
676 Island Pond Road  
Manchester, New Hampshire 03109  
Phone: 603-695-1490  
Fax: 603-628-3303  
Email: carol\_murray@cable.comcast.com

November 11, 2009

RECEIVED

NOV 12 2009

TOWN OF NEW MARKET  
ADMINISTRATOR'S OFFICE

*Via Overnight Delivery*

Katherine Miller, Esq.  
Donahue, Tucker & Ciandella  
225 Water Street  
Exeter, NH 03833

*Re: Newmarket, New Hampshire Cable Television Franchise Agreement*

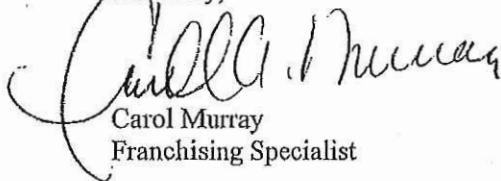
Dear Ms. Miller:

Per your request, enclosed for your files are two executed originals of the Cable Television Franchise Agreement between the Town of Newmarket, New Hampshire and Comcast of Maine/New Hampshire. As you know, the term of the license is for a seven year period which commenced on November 4, 2009 and will expire at midnight on November 3, 2016.

Also enclosed is a copy of the executed settlement agreement regarding the I-Net.

Please contact me with any questions.

Sincerely,



Carol Murray  
Franchising Specialist

/cam

Enc.

cc: New Hampshire Secretary of State – c/o State House (*copy of license only*)  
Town Council – Newmarket, New Hampshire Town Hall  
Cable Advisory Committee - c/o Newmarket, New Hampshire Town Hall  
Nick Leuci – Comcast Regional Vice President of Franchising & Community Relations (*original*)  
John Fouhy – Comcast Vice President of Government & Community Relations (*original*)  
Jay Somers – Comcast Sr. Manager of Government & Community Relations  
Comcast Local Accounting Department  
Comcast Corporate Franchising Department

AGREEMENT BETWEEN TOWN OF NEWMARKET, NEW HAMPSHIRE AND COMCAST

WHEREAS, this Agreement is between Comcast of Maine/New Hampshire, Inc. ("Comcast") and the Town Council of the Town of Newmarket, New Hampshire (the "Town"), in its role as the statutory franchising authority, regarding the Institutional Network ("I-Net"), as more fully delineated below; and

WHEREAS, representatives from Comcast and the Town have been negotiating in good faith regarding construction of the I-Net, as described in the Cable Franchise Agreement effective commencing on May 23, 1993 (the "Prior Franchise") and requested by the Town in June 2008; and

WHEREAS, this Agreement shall be executed concurrently with the Renewal Cable Television Franchise for the Town of Newmarket, New Hampshire (the "Renewal Franchise"), with the same effective date;

NOW, THEREFORE, the Town and Comcast mutually agree to completely resolve the I-Net construction issues as follows:

**Article I: Settlement:**

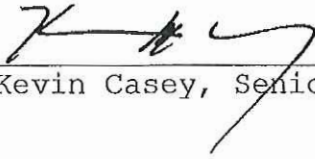
- (a) Comcast shall provide a total payment of \$70,000 to the Town, within sixty (60) days of the execution of this Agreement.
- (b) Comcast agrees not to pass the cost of this \$70,000 payment through to its cable subscribers in Newmarket in any manner, and shall not charge the Town for such payment.

**Article II: Future Obligation:**

Subject to the provisions herein, the Town agrees that, after payment of the amount stated in Article I above, Comcast shall have no further responsibility for constructing an I-Net, as required by Section 3.8 of the Prior Franchise. Comcast shall continue to maintain any facilities necessary for originating PEG access programming from the Town Hall in Newmarket, constructed pursuant to the Prior Franchise.

This Agreement is hereby agreed to by:

COMCAST OF MAINE/NEW HAMPSHIRE, INC.:

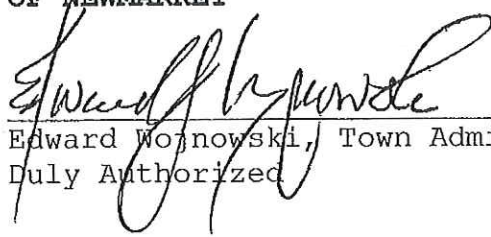
By:   
Kevin Casey, Senior Vice President

Date \_\_\_\_\_



TOWN OF NEWMARKET

By:

  
Edward Wojnowski, Town Administrator  
Duly Authorized

Date 10.19.09



RECEIVED  
NOV 23 2009  
TOWN OF NEW MARKET  
ADMINISTRATOR'S OFFICE

Carol A. Murray  
676 Island Pond Road  
Manchester, NH 03109  
Phone: 603-695-1490  
Fax: 603-628-3303

November 20, 2009

Via Overnight Mail

Town Council  
Newmarket Town Hall  
Town of Newmarket  
186 Main Street  
Newmarket, NH 03857

***Re: Newmarket Franchise Performance Bond & Certificate of Insurance***

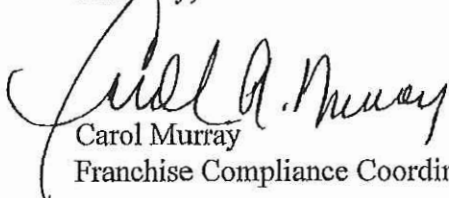
Dear Members of the Council:

Enclosed is our most recent certificate of insurance for your files. Said certificate of insurance is in accordance with Section 9.2 of the Renewal License and will be automatically renewed each year throughout the term of the Renewal License.

The current bond that is on file with the Town of Newmarket will remain in place and will be in effect for the term of the renewal license; a rider has been issued to amend the amount of said bond to reflect the amount in accordance with Section 9.3 of the new Renewal Cable Television License which commenced on November 4, 2009.

Please feel free to contact me if you have any questions. Thank you.

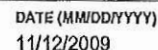
Sincerely,



Carol Murray  
Franchise Compliance Coordinator

/cam  
Enc.

cc: Cable Advisory Committee c/o Newmarket Town Hall  
Nick Leuci - Comcast Vice President of Government and Community Affairs  
John Fouhy - Comcast Vice President of Government and Community Affairs  
Jay Somers - Comcast Manager of Government and Community Affairs



## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS	
---	--

CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED AS RESPECTS THE GENERAL LIABILITY POLICY WHERE REQUIRED BY WRITTEN CONTRACT WITH THE NAMED INSURED. \$100,000 PER OCCURRENCE SELF INSURED RETENTION APPLIES ONLY TO THE ABOVE GENERAL LIABILITY POLICY. WAIVER OF SUBROGATION IS APPLICABLE WHERE REQUIRED BY WRITTEN CONTRACT AND ALLOWED BY LAW.

ACORD 25 (2009/01)

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### **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

### **DISCLAIMER**

This Certificate of Insurance does not constitute a contract between the Issuing Insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

## RIDER

To be attached to and form part of:

Bond Number 10088717197  
dated 1/31/2004

issued by the TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA  
in the amount of \$100,000.00

on behalf of COMCAST OF MAINE/NEW HAMPSHIRE, INC.  
(Principal)

and in favor of TOWN OF NEWMARKET, TOWN COUNCIL  
(Obligee)

Now therefore, it is agreed that in consideration of the premium charged, the attached bond shall be amended as follows:

**The Bond Amount shall be amended:**

**FROM: One Hundred Thousand and 00/100 Dollars (\$100,000.00)**

**TO: Twenty Five Thousand and 00/100 Dollars (\$25,000.00)**

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

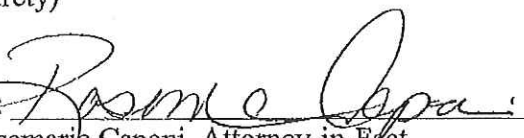
This Rider is to be Effective this 13<sup>th</sup> day of November, 2009.

Signed, Sealed & dated this 13<sup>th</sup> day of November, 2009.

Comcast of Maine/New Hampshire, Inc.

By:   
(Principal) **ARTHUR R. BLOCK**  
Senior Vice President

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA  
(Surety)

By:   
Rosemarie Caponi, Attorney-in-Fact



## POWER OF ATTORNEY

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 Seaboard Surety Company  
 St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company  
 St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 220967

Certificate No. 003011361

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Darella White, Richard G. Dicciani, Richard A. Jacobus, Mary C. O'Leary, Douglas R. Wheeler, Maureen McNeill, Wayne G. McVaugh, Rosemarie Caponi, Elizabeth Marrero, Sandra E. Bronson, and Adrienne Seaford

of the City of Philadelphia, State of Pennsylvania, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 13th day of May, 2009.

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 Seaboard Surety Company  
 St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company  
 St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company



State of Connecticut  
 City of Hartford ss.

By:

*George W. Thompson*  
 George W. Thompson, Senior Vice President

On this the 13th day of May, 2009, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.  
 My Commission expires the 30th day of June, 2011.



*Marie C. Tetreault*  
 Marie C. Tetreault, Notary Public



This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15th day of November, 2009.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

*Kori M. Johanson*  
Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

OFFICE OF THE  
TOWN ADMINISTRATOR  
E-Mail - Townadmin@newmarketnh.gov  
Website - www.newmarketnh.gov



INCORPORATED  
DECEMBER 15, 1727  
CHARTER JANUARY 1, 1991

September 20, 2010

Comcast Cable Communications, Inc.  
Attn: Director of Government & Community Relations  
92 Glenn Street  
Lawrence, MA 01843

RE: Town of Newmarket Renewal Cable Television Franchise  
Section 6.2 Peg Access Capital Support

Dear Sir/Madam;

The Newmarket Town Council has voted to request of Comcast the Capital payment of \$10,000 for the Peg Access Channel facilities and equipment as outlined in Section 6.2 Peg Access Capital Support.

Within Section 6.2.i, within sixty (60) days of the effective date of this renewal \$10,000 shall be provided by the Cable Franchisee. The Town is formally requesting these funds at this time. The Town Council has been in discussions with Representatives of the School Board and School Superintendent as to the purchase of various equipment in order to expand program development within the Newmarket School District.

I wish to thank you in advance for your assistance on this regard.

Sincerely,

Edward J. Wojnowski  
Town Administrator

EJW

cc: Comcast Cable Communications, Manchester, NH  
Comcast Cable Communications, Philadelphia, PA.



### SECTION 10.3 - NOTICES

(a) Every notice to be served upon the Franchising Authority shall be delivered or sent by certified mail (postage prepaid) to the following address or such other address as the Franchising Authority may specify in writing to the Franchisee.

Town of Newmarket  
Attn: Town Council  
186 Main Street  
Newmarket, NH 03857

(b) Every notice served upon the Franchisee shall be delivered or sent by certified mail (postage prepaid) to the following address or such other address as the Franchisee may specify in writing to the Franchising Authority.

Comcast Cable Communications, Inc.  
Attn: Director of Government & Community Relations  
92 Glenn Street  
Lawrence, MA 01843

with copies to:

Comcast Cable Communications, Inc.  
Attn: Vice President, Government Affairs  
676 Island Pond Road  
Manchester, NH 03109

Comcast Cable Communications, Inc.  
Attn: Government Affairs  
1500 Market Street  
Philadelphia, PA 19102

(c) Delivery of such notices shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

### SECTION 10.4 - ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed without





Comcast Cable  
180 Greenleaf Ave  
Portsmouth, NH 03801

RECEIVED

January 3, 2011

JAN - 5 2011

TOWN OF NEW MARKET  
ADMINISTRATOR'S OFFICE

Board of Selectmen  
Town of Newmarket  
186 Main Street  
Newmarket, NH 03857

**RE: Second Capital Payment**

Dear Members of the Board:

Please find the check in the amount of Ten Thousand, Dollars (\$10,000) for the second capital payment as outlined in Section 6.2 of the Town's renewal cable franchise agreement with Comcast.

If you have any questions regarding this payment, please contact me at 603-334-3603.

Sincerely,

Jay Somers  
Sr. Manager of Government and Community Relations

Enclosed:  
Check Number: 209748946

November 3, 2009

Members of the Town Council  
Town of Newmarket  
186 Main Street  
Newmarket, NH 03857

Re: Comcast's Services in Newmarket, NH

Dear Members of the Council,

The purpose of this letter is to outline the continuation of high speed Internet and video offerings for Newmarket schools and libraries, and the offering of Comcast's senior citizen discount.

Education Connections Program

Our current Education Connections Program provides that in every community where Comcast offers high-speed Internet service, K-12 public schools, libraries and qualifying private schools will receive free Internet service. The current Education Connections Program provides the following free services: high-speed Internet service and installation, up to 7 email accounts, and technical support. Comcast plans to continue to offer these important benefits to Newmarket public schools. Comcast's decision to offer and continue the Education Connections program is voluntary.

In addition, the cable service provided to schools and municipal buildings pursuant to Section 3.3(b) shall be at the Standard Basic Cable Service tier, which shall include C-Span.

Senior Citizen Discount

Although the company offers a level of Basic Service that it feels is affordable we are pleased to be able to provide a discount to qualified Senior Citizens in Town. To that end, the company will voluntarily offer a discount equal to \$2.00 or 10% off its monthly Standard Basic Service rate or least expensive Digital Tier rate, which includes Standard Basic Service. This discount will be provided to those persons aged sixty-five (65) years and older, who are heads of households where the household's income qualifies as "low income" pursuant to the federal Department of Housing and Urban Development's guidelines for fair market rents, see attached sheet. This discounted level of service may not be combined with any other level of service. The subscriber must be able to show proof of qualifications. Acceptable documentation would be any one of the following documents in each of the categories below:

1. Proof of age – Drivers License, Birth Certificate, or Passport

2. Head of Household – Lease, Deed, Tax bill
3. Benefits – Evidence of Section 8, Medicaid, Food Stamps or SSI eligibility or Property Tax Exemption or Town Welfare.

The period for the discount will be concurrent with the newly executed Renewal Franchise and becomes effective within six (6) months of the Renewal Franchise. Comcast reserves the right to modify such program at its sole discretion.

If you have any questions, please do not hesitate to contact me.

Sincerely,



Jay Somers

cc: Robert D. Ciandella, Esq.  
Edward Wojnowski, Town Administrator

S:\NA-NEWNEWMARKET\Telecomm\Cable Renewal 2006\Franchise Agreements\Side Letter Final ju1 09.doc



# NH Municipalities By HUD Fair Market Rent Area

Municipality Name	HUD Fair Market Rent Area Name	Municipality Name	HUD Fair Market Rent Area Name
Monroe	Grafton Co., NH FMR Area	Rindge	Cheshire Co., NH FMR Area
Mont Vernon	Nashua, NH HMFA	Rochester	Portsmouth-Rochester, NH HMFA
Moultonborough	Carroll Co., NH FMR Area	Rollinsford	Portsmouth-Rochester, NH HMFA
Nashua	Nashua, NH HMFA	Roxbury	Cheshire Co., NH FMR Area
Nelson	Cheshire Co., NH FMR Area	Rumney	Grafton Co., NH FMR Area
New Boston	Hillsborough Co., NH (part) HMFA	Rye	Portsmouth-Rochester, NH HMFA
New Castle	Portsmouth-Rochester, NH HMFA	Salem	Lawrence, MA-NH HMFA
New Durham	Portsmouth-Rochester, NH HMFA	Salisbury	Merrimack Co., NH FMR Area
New Hampton	Belknap Co., NH FMR Area	Satuborn	Belknap Co., NH FMR Area
New Ipswich	Nashua, NH HMFA	Sandown	Lawrence, MA-NH HMFA
New London	Merrimack Co., NH FMR Area	Sandwich	Carroll Co., NH FMR Area
Newbury	Merrimack Co., NH FMR Area	Sargent's Purchase	Coos Co., NH FMR Area
Newfields	Portsmouth-Rochester, NH HMFA	Seabrook	Boston-Cambridge-Quincy, MA-NH HMFA
Newington	Portsmouth-Rochester, NH HMFA	Second College Grant	Coos Co., NH FMR Area
Newmarket	Portsmouth-Rochester, NH HMFA	Sharon	Hillsborough Co., NH (part) HMFA
Newport	Sullivan Co., NH FMR Area	Shelburne	Coos Co., NH FMR Area
Newton	Lawrence, MA-NH HMFA	Somersworth	Portsmouth-Rochester, NH HMFA
North Hampton	Portsmouth-Rochester, NH HMFA	South Hampton	Boston-Cambridge-Quincy, MA-NH HMFA
Northfield	Merrimack Co., NH FMR Area	Springfield	Sullivan Co., NH FMR Area
Northumberland	Coos Co., NH FMR Area	Stark	Coos Co., NH FMR Area
Northwood	Western Rockingham Co., NH HMFA	Stewartstown	Coos Co., NH FMR Area
Nottingham	Western Rockingham Co., NH HMFA	Stoddard	Cheshire Co., NH FMR Area
Oak Township	Coos Co., NH FMR Area	Stratford	Portsmouth-Rochester, NH HMFA
Orange	Grafton Co., NH FMR Area	Stratford	Coos Co., NH FMR Area
Orford	Grafton Co., NH FMR Area	Stratham	Portsmouth-Rochester, NH HMFA
Ossipee	Carroll Co., NH FMR Area	Success Township	Coos Co., NH FMR Area
Pelham	Nashua, NH HMFA	Sugar Hill	Grafton Co., NH FMR Area
Pembroke	Merrimack Co., NH FMR Area	Sullivan	Cheshire Co., NH FMR Area
Peterborough	Hillsborough Co., NH (part) HMFA	Sunapee	Sullivan Co., NH FMR Area
Piermont	Grafton Co., NH FMR Area	Surry	Cheshire Co., NH FMR Area
Pinkham's Grant	Coos Co., NH FMR Area	Sutton	Merrimack Co., NH FMR Area
Pittsburg	Coos Co., NH FMR Area	Swansey	Cheshire Co., NH FMR Area
Pittsfield	Merrimack Co., NH FMR Area	Tamworth	Carroll Co., NH FMR Area
Plainfield	Sullivan Co., NH FMR Area	Temple	Hillsborough Co., NH (part) HMFA
Plaislow	Lawrence, MA-NH HMFA	Thompson & Meserve	Coos Co., NH FMR Area
Plymouth	Grafton Co., NH FMR Area	Thorn	Grafton Co., NH FMR Area
Portsmouth	Portsmouth-Rochester, NH HMFA	Tilton	Belknap Co., NH FMR Area
Randolph	Coos Co., NH FMR Area	Troy	Cheshire Co., NH FMR Area
Raymond	Lawrence, MA-NH HMFA	Tufordboro	Carroll Co., NH FMR Area
Richmond	Cheshire Co., NH FMR Area	Unity	Sullivan Co., NH FMR Area

# 2009 AREA INCOME LIMITS

Low Income - 80%  
Very Low Income - 50%

Effective Date: March 19, 2009 (Except HOME Program)  
HOME Program: Use limits effective April 27, 2009

Area	Income Limit	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
HUD Metropolitan FMR Areas									
Boston-Cambridge-Quincy, MA-NH HMFA	80% of AMFI	\$46,300	\$52,950	\$59,550	\$66,150	\$71,450	\$76,750	\$82,050	\$87,350
NH Portion	60% of AMFI	\$37,860	\$43,320	\$48,720	\$54,120	\$58,440	\$62,760	\$67,080	\$71,460
HUD Median Family Income - \$90,200	50% of AMFI	\$31,550	\$36,100	\$40,600	\$45,100	\$48,700	\$52,300	\$55,900	\$59,550
	30% of AMFI	\$18,950	\$21,650	\$24,350	\$27,050	\$29,200	\$31,400	\$33,550	\$35,700
Lawrence, MA-NH HMFA									
NH Portion	80% of AMFI	\$44,800	\$51,200	\$57,600	\$64,000	\$69,100	\$74,250	\$79,350	\$84,500
HUD Median Family Income - \$84,800	60% of AMFI	\$35,640	\$40,680	\$45,780	\$50,880	\$54,960	\$59,040	\$63,120	\$67,140
	50% of AMFI	\$29,700	\$33,900	\$38,150	\$42,400	\$45,800	\$49,200	\$52,600	\$55,950
	30% of AMFI	\$17,800	\$20,350	\$22,900	\$25,450	\$27,500	\$29,500	\$31,550	\$33,600
Portsmouth-Rochester, NH HMFA									
HUD Median Family Income - \$80,000	80% of AMFI	\$44,800	\$51,200	\$57,600	\$64,000	\$69,100	\$74,250	\$79,350	\$84,500
	60% of AMFI	\$33,600	\$38,400	\$43,200	\$48,000	\$51,840	\$55,680	\$59,520	\$63,360
	50% of AMFI	\$28,000	\$32,000	\$36,000	\$40,000	\$43,200	\$46,400	\$49,600	\$52,800
	30% of AMFI	\$16,800	\$19,200	\$21,600	\$24,000	\$25,900	\$27,850	\$29,750	\$31,700
Western Rockingham Co., NH HMFA									
HUD Median Family Income - \$95,200	80% of AMFI	\$44,800	\$51,200	\$57,600	\$64,000	\$69,100	\$74,250	\$79,350	\$84,500
	60% of AMFI	\$39,960	\$45,720	\$51,420	\$57,120	\$61,680	\$66,240	\$70,800	\$75,420
	50% of AMFI	\$33,300	\$38,100	\$42,850	\$47,600	\$51,400	\$55,200	\$59,000	\$62,850
	30% of AMFI	\$20,000	\$22,850	\$25,700	\$28,550	\$30,850	\$33,100	\$35,400	\$37,700
Manchester, NH HMFA									
HUD Median Family Income - \$76,800	80% of AMFI	\$43,050	\$49,200	\$55,350	\$61,500	\$66,400	\$71,350	\$76,250	\$81,200
	60% of AMFI	\$32,280	\$36,900	\$41,520	\$46,140	\$49,860	\$53,520	\$57,240	\$60,900
	50% of AMFI	\$26,900	\$30,750	\$34,600	\$38,450	\$41,550	\$44,600	\$47,700	\$50,750
	30% of AMFI	\$16,150	\$18,450	\$20,750	\$23,050	\$24,900	\$26,750	\$28,600	\$30,450
HERA Special*	60% of AMFI	\$32,460	\$37,080	\$41,760	\$46,380	\$50,100	\$53,820	\$57,540	\$61,200
HERA Special*	50% of AMFI	\$27,050	\$30,900	\$34,800	\$38,650	\$41,750	\$44,850	\$47,950	\$51,000
Nashua, NH HMFA									
HUD Median Family Income - \$90,000	80% of AMFI	\$44,800	\$51,200	\$57,600	\$64,000	\$69,100	\$74,250	\$79,350	\$84,500
	60% of AMFI	\$37,800	\$43,200	\$48,600	\$54,000	\$58,320	\$62,640	\$66,960	\$71,280
	50% of AMFI	\$31,500	\$36,000	\$40,500	\$45,000	\$48,600	\$52,200	\$55,800	\$59,400
	30% of AMFI	\$18,900	\$21,600	\$24,300	\$27,000	\$29,150	\$31,300	\$33,500	\$35,650
Hillsborough Co., NH (part) HMFA									
HUD Median Family Income - \$77,000	80% of AMFI	\$43,100	\$49,300	\$55,450	\$61,600	\$66,550	\$71,450	\$76,400	\$81,300
	60% of AMFI	\$32,340	\$36,960	\$41,580	\$46,200	\$49,920	\$53,580	\$57,300	\$60,960
	50% of AMFI	\$26,950	\$30,800	\$34,650	\$38,500	\$41,600	\$44,650	\$47,750	\$50,800
	30% of AMFI	\$16,150	\$18,500	\$20,800	\$23,100	\$24,950	\$26,800	\$28,650	\$30,500