

TOWN OF NEWMARKET, NEW HAMPSHIRE TOWN COUNCIL AGENDA

WEDNESDAY, OCTOBER 19, 2016, 7:00PM NEWMARKET TOWN HALL COUNCIL CHAMBERS

- 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. October 5, 2016 Regular Meeting Minutes
- 5. Report of the Town Administrator
- 6. Committee Reports
- 7. Old Business
 - a. Resolutions/Ordinances in the 2nd Reading
 - *Resolution* #2016/2017-06 Relating to reroofing three sections of the Library Building.
 - ii. <u>Resolution #2016/2017-07</u> Authorizing the Town Administrator to enter into a Three year agreement with Casella Resource Services for Waste and Recycling Services.
 - iii. <u>Resolution #20162017-08</u> Relating to the Acceptance of Conservation Land Formerly Owned by Charles E. Dearborn and Family.
 - b. Resolutions/Ordinances in the 3rd Reading None
 - c. * Items Laid on the Table
 - i. <u>Resolution #2015/2016-52</u> 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. Macallen Dam Study Committee Andrew Walker Expires March 2017(Fill remaining term of Peter Wellenberger due to his resignation)

b. Resolutions/Ordinances in the 1st Reading

- i. <u>Resolution 2016/2017-09 Generator Maintenance</u> Relating to Generator Maintenance
- ii. Resolution 2016/2017-10 HVAC Services Relating to HVAC Services
- iii. Resolution 2016/2017-11- Approval of the Fiscal Year 2018 Budget
- c. Correspondence to the Town Council
- d. Closing Comments by Town Councilors
- e. Next Council Meeting November 2, 2016
- 9. Adjournment

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7	TOWN OF NEWMARKET, NEW HAMPSHIRE
8	TOWN COUNCIL REGULAR MEETING
9	October 5, 2016 7:00 PM
10	TOWN COUNCIL CHAMBERS
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13	PRESENT: Council Chairman Gary Levy, Council Vice Chairman Phil Nazzaro, Councilor Dale Pike,
14	Councilor Amy Thompson, Councilor Toni Weinstein, Councilor Kyle Bowden
	Councilor Arriy Morripson, Councilor Torii Weinstein, Councilor Ryle Bowden
15 16	EVOLISED, Councilor Amy Burns
16 17	EXCUSED: Councilor Amy Burns
18	ALSO PRESENT: Town Administrator Steve Fournier, State Senator Martha Fuller Clark, State
19	Representative Michael Cahill
20	Representative interact cum
21	AGENDA
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23	Chairman Gary Levy welcomed everyone to the October 5, 2016 Newmarket Town Council Meeting and
24	called the meeting to order at 7:01 pm, followed by the Pledge of Allegiance.
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26	PUBLIC FORUM
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28	Chairman Levy opened the Public Forum at 7:02 pm.
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30	As no one from the public came forward, Chairman Levy closed the Public Forum at 7:02 pm.
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32	PUBLIC HEARING - Resolution #20162017-04 - Accepting Gifts for the Christian Shoppmeyer Park
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34	Chairman Levy opened the Public Forum at 7:03 pm and asked if anyone present wished to address
35	Resolution #20162017-04.
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37	Mr. Jeff Goldknopf, Chairman of the Conservation Commission, read the letter he had forwarded to the
38	Council with regard to the issue. He said that Christian Shoppmeyer, who had passed away in February,
39	was an active and well-respected member of the community and was devoted to the protection of our
40	natural resources and involved in youth outdoor recreation. He said the Commission received a significant

Town Council Regular Meeting October 5, 2016

contribution from an individual to assist with the creation of a park in Mr. Shoppmeyer's memory, and the idea was welcomed by the full Commission. He said he hoped the Town Council would become part of the process by accepting donations on their behalf. He said the funds would be set aside for purchasing land to create the park and a Public Meeting would eventually be held.

Mr. Richard Shelton of 23 Packers Falls Road stated that he fully supported the endeavor to have the Christian Shoppmeyer Park in Newmarket. He said he was the chairman of the fundraising and appreciated the full support of the Council to move ahead.

Chairman Levy closed the Public Forum at 7:05 pm.

TOWN COUNCIL TO CONSIDER ACCEPTANCE OF MINUTES

Acceptance of the Minutes of the Non-Public Meeting of September 14, 2016

Vice Chair Nazzaro made a motion to approve the minutes of the Non-Public Meeting of September 14, 2016 which was seconded by Councilor Bowden.

Town Administrator Fournier polled the Council and the minutes of the Non-Public Meeting of September 14, 2016 were approved by a vote of 6-0.

Acceptance of the Minutes of the Non-Public Meeting of September 21, 2016

Vice Chair Nazzaro made a motion to approve the minutes of the Non-Public Meeting of September 21, 2016 which was seconded by Councilor Weinstein.

<u>Correction</u>: Councilor Thompson pointed out the misnaming of a building in the minutes which was corrected as a scrivener's error.

Town Administrator Fournier polled the Council and the corrected minutes of the Non-Public Meeting of September 21, 2016 were approved by a vote of 6-0.

Acceptance of the Minutes of the Regular Meeting of September 21, 2016

Councilor Weinstein made a motion to approve the minutes of the Regular Meeting of September 21, 2016 which was seconded by Councilor Pike.

Town Administrator Fournier polled the Council and the minutes of the Regular Meeting of September 21, 2016 were approved by a vote of 6-0.

REPORT OF THE TOWN ADMINSTRATOR

Drought

Town Council Regular Meeting October 5, 2016

Town Administrator Steve Fournier stated that on September 22nd a Stage 4 water emergency was declared for Newmarket due to the regional drought. He said a Stage 4 Water Supply Shortage put restrictions on municipal water and prohibited all outdoor water use, except at commercial facilities. Properties found in violation would first be warned then fined \$100 for a second violation and \$250 for subsequent violations. He said the next step would be discontinuation of water service with a \$75 fee to reconnect. He stated that the current available water supply was sufficient to meet the Town's daily needs, and he asked properties with private wells to conserve. He said they were monitoring the situation and would come to the Council for approval if they needed to ban private systems as well.

FY2018 Town Budget

Town Administrator Fournier stated that pursuant to the Town Charter he would have the budget for the Fiscal Year ending 2018 by October 15, 2016. He said he had polled the Council and the Saturday Budget Workshop would be held on October 22nd starting at 9:00 am and he would inform Department Heads. He said the CIP Committee had also submitted their recommendations for FY2018 Capital Improvement Projects for this year totaling about \$2.1 million. He stated that he would review their recommendations and determine which to include in the Operating Budget, and said he typically reduced the total amount to approximately \$600,000.

Town Valuation

Town Administrator Fournier stated that the revised total assessed value of the Town was now \$739,174,428, an increase of \$9.2 million or 1.25%. He said the increase was in line with the general increase in the economy and the real estate market, with the largest increase in residential real estate building and land values. He stated that now every \$739,174,428 of the budget equaled \$1.00 on the tax rate, and this would allow more room in the budget.

Downtown Project

Town Administrator Fournier said the construction company working on the Downtown Project had switched to the other side of the street. He said they had requested and received approval from the State to increase construction working hours. He stated that since the original deadline for the project would not be met, the Town would be imposing liquidated damages against the contractor of \$750/day from the September 14th substantial completion date, and \$500/day after final completion. He said they were estimating approximately \$27,500 in damages.

Halloween Haunt

Town Administrator Fournier said that the Halloween Haunt would be held this year in Downtown on October 29th. He said rather than asking Downtown businesses to donate gift cards for prizes this year, the Recreation Department was asking the general public for contributions to buy the gift cards from Downtown businesses due to the losses from the Downtown Project.

Veteran's Tax Credit Changes

Town Administrator Fournier stated that on August 8th a new law took effect which would expand the number of veterans eligible for the Veteran's Tax Credit. He said the new law allowed the Town Council to change the requirements, and he would be introducing a resolution to amend the Veterans Tax Credit

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policy for the next meeting. He stated that they were estimating this would allow for an additional 152 veterans to qualify for the tax credit and would have an impact of \$76,000.

STATE SENATE UPDATE – Martha Fuller Clark

State Senator Martha Fuller Clark stated that she represented Newmarket as one of the 7 communities in her district. She said she wanted to highlight some of the important things that had passed in the last biennium, and to remind the Council that legislation for the coming year was open in the House for filing and would open in the Senate soon. She said they closed out the budget for the 1st year of the biennium with a surplus of \$130 million which was an enormous improvement. She stated that the Rainy Day Fund now had approximately \$70,000 and their goal was to have \$150 million in the fund by the end of the biennium. She felt it was looking very positive for the economy in New Hampshire and said that they had the 2nd or 3rd lowest unemployment in the country. She stated that many businesses had opportunities for employment and that she had recently attended a job fair at Pease for veterans seeking employment. She said the challenge they faced as a State were to make sure they had a skilled and trained workforce to qualify for openings, and said they needed to look at further investment in education with Community Colleges and job-training programs.

State Senator Clark said that they had still not funded School Building Aid, and said they wanted to make sure the aid could be retroactive for communities that moved ahead. She said she had attended the presentation in Newmarket about the various options available for the School and wanted to make sure Newmarket would still qualify for School Building Aid if they moved ahead. She said they were also looking at a number of schools with old facilities across the State and they needed to bring those communities onboard as well so they could build support for School Building Aid, particularly in the House.

State Senator Clark said they had also passed Medicaid Expansion for two more years for individuals earning \$15,000/year or less. She said that 4,000 in her District were now eligible for support and that statewide health coverage was available for over 50,000 individuals. She said Hospitals had seen Emergency Room visits shrink by 27-29% as a result and they were very supportive of this program. She said this was also critical for Lamprey Healthcare, as the program helped to ensure Community Health Centers could remain open and provide vital services. She stated that out of the 50,000 individuals, 6,000 were now eligible for opiate and addiction treatment.

State Senator Clark said she wanted to compliment Newmarket for the work they were doing to address opiate addiction. She said she sat on the Opiate Task Force over the winter and said they did move forward with more funding for law enforcement and the drug courts. She felt the biggest challenge was with regard to treatment and recovery with not enough treatment centers throughout the State. She said New Hampshire had the 2nd highest number of opiate deaths in relation to their population, and the 2nd or 3rd lowest number of treatment centers.

State Senator Clark said she had recently attended a presentation on the regional drought, and that information from UNH and the Department of Environmental Services predicted it would continue through fall into winter. She said it was the most severe drought they had seen and it was having an

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enormous impact on large and small farms. She said the entire Seacoast area was now designated extreme drought and the moderate drought had moved north.

State Senator Clark said that going forward there would be an effort to make sure every community had fulltime Kindergarten. She said this effort was part of investing in and strengthening the whole educational system. She said issues with the State having cutbacks on assisting with retirement and shared revenues was a concern for local communities. She said Dover had been successful in a lawsuit against the State claiming that they should be eligible for funding for an increase in their student base.

State Senator Clark stressed the importance of making energy efficiency a priority in the State. She said as they could not control energy prices, they needed to aggressively seek out better energy efficiencies to reduce costs. She said the issue of using batteries to store energy had been discussed and was moving forward, particularly with regard to solar. She said she visited the 2nd largest solar field in the State in Lee, which now supplied the energy to all the municipal buildings in Durham.

 <u>Discussion</u>: Councilor Weinstein said that as far as the opioid crisis, one thing that was not mentioned was the need for prevention. She agreed that recovery and treatment were very important, but said New Hampshire was 49th in the country for prevention. State Senator Clark said one step taken last year was to work with the New Hampshire Board of Medicine to get some standards in place for the prescribing of opiates. She felt prevention also needed to be part of schools and universities and everyone in the community to make sure they talked about the issues. She stated that legislation was passed in the 1990s that said 5% of revenue from liquor sales would go into a fund to treat addictions, but it was never funded until this past year when they agreed to fund up to 3%. She said as a result there was no money there for years to build a good prevention proponent in the State.

Chairman Levy raised the issue of retroactive School Building Aid, and asked if there were other districts that had gone ahead with school expansions without getting State funding. State Representative Michael Cahill said that Salem had built a new high school, Middleton an elementary school, and that Dover had broken ground for a new high school with no aid. He felt that since those communities were able to move ahead with a stronger base, communities waiting should at least get a portion of the aid. State Senator Clark said that new criteria had been put in place to determine which communities should receive School Building Aid if they were able to fund it. She felt smaller communities that had been unable to pass a bond issue would clearly be eligible, and said they wanted School Building Aid to be available to communities in need that did not have the tax base or the resources

Town Administrator Fournier said he had the warrant for the general election which he needed the councilors to sign.

<u>Discussion of Town Administrator Report</u>: Councilor Pike asked a question on the Stage 4 water emergency with regard to commercial properties not being impacted by the rules. He said that a company with substantial landscape could be irrigating under these rules and asked if there was any way to change this. Town Administrator Fournier said that it was a State Law that specified residential water use only and not commercial. Councilor Pike said he did not think commercial properties should be able to water for appearance sake while the Town was restricting its water use.

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Councilor Weinstein said she had been asked about the bump-outs in the Downtown Project and whether they were supposed to be flat with the ground or the curb. Town Administrator Fournier said they were supposed to be flat on the Main Street side to allow the plows to get through. Vice Chair Nazzaro asked what the Town and the School were doing in compliance with the water restrictions as they were not private businesses or residences. Town Administrator Fournier said they were following the same rules as residential. Councilor Weinstein asked if information on conservation could be included with the quarterly water bills. Chairman Levy asked if the square footage of the library roof could be provided before the vote on Resolution 2016/2017-06.

COMMITTEE REPORTS

Councilor Weinstein stated that the *Budget Committee* had met on September 26th. She said the focus of the meeting was on the School proposal, and that they would meet again on October 24th. She said she had a conflict on that date and asked that the alternate be notified.

Councilor Pike stated that the *Joint Town Council/School Board Subcommittee* had met to look at timelines moving forward on discussions of shared services. He felt they needed to talk about workshopping and find an agenda time for Council discussion. He said this may be applicable to what they set as Council Goals as well. He suggested using the November 2nd Town Council meeting to have a broader discussion on shared services with the School. Town Administrator Fournier said he and the School Supervisor were meeting with the Subcommittee on October 13th to show a plan. He said they were running the numbers and tying down an agreement which would be brought to the Town Council. Councilor Weinstein stated that the School had hired a Business Administrator who had experience with municipal and school budgets.

Councilor Kyle Bowden said the *CIP Committee* had met and had gone through 2 weeks of facilities tours. He said proposals were presented to the CIP Committee by all Department Head and the report was submitted on October 1, 2016.

OLD BUSINESS

ORDINANCES AND RESOLUTIONS IN THE 2ND READING - None

ORDINANCES AND RESOLUTIONS IN THE 3RD READING

Resolution #2016/2017-04 Relating to Accepting Gifts for the Christian Shoppmeyer Park

Councilor Bowden made a motion to approve *Resolution #2016/2017-04 Relating to Accepting Gifts for the Christian Shoppmeyer Park* which was seconded by Vice Chair Nazzaro.

Town Administrator Fournier polled the Council and *Resolution #2016/2017-04 Relating to Accepting Gifts for the Christian Shoppmeyer Park* was passed by a vote of 6-0.

Town Council Regular Meeting
October 5, 2016

ITEMS LAID ON THE TABLE – Resolution #2015/2016-52 Authorizing the Designation of a Portion of Route 258 152 as an Economic Recovery Zone. (This Resolution is tabled from the June 15, 2016 Council Meeting 259 pending Planning Board action.) 260 261 262 **NEW BUSINESS/CORRESPONDENCE** 263 264 TOWN COUNCIL TO CONSIDER NOMINATIONS, APPOINTMENTS AND ELECTIONS 265 266 **Conservation Commission** Candidate: Ann LaFortune – Term to Expire March 2019 267 268 269 Councilor Weinstein made a motion to approve the nomination of Ann LaFortune – Term to Expire March 2019 as a member of the Conservation Commission, which was seconded by Vice Chair Nazzaro. 270 271 272 Town Administrator Fournier polled the Council and the motion to nominate Ann LaFortune as a member of the Conservation Commission passed by a vote of 6-0. 273 274 ORDINANCES AND RESOLUTIONS IN THE 1ST READING -275 276 277 Resolution #2016/2017-06 Relating to Reroofing Three Sections of the Library Building 278 279 Chairman levy read Resolution #2016/2017-06 Relating to Reroofing Three Sections of the Library Building in full. 280 281 Resolution #2016/2017-07 Authorizing the Town Administrator to Enter into a Three-Year Agreement 282 with Casella Resource Services for Waste and Recycling Services 283 284 285 Chairman levy read Resolution #2016/2017-07 Authorizing the Town Administrator to Enter into a Three-286 Year Agreement with Casella Resource Services for Waste and Recycling Services in full. 287 Resolution #2016/2017-08 Relating to the Acceptance of Conservation Land Formerly Owned by 288 289 Charles E. Dearborn and Family 290 291 Chairman levy read Resolution #2016/2017-08 Relating to the Acceptance of Conservation Land Formerly 292 Owned by Charles E. Dearborn and Family in full. 293 294 CLOSING COMMENTS/CORRESPONDENCE 295 296 Town Administrator Fournier reminded the Council that they needed to sign the election warrant. 297 298 Councilor Weinstein said that the Seacoast Public Health Network with area police departments was 299 sponsoring a National Take-Back Day, which was a way for people to safely dispose of unused prescription medications. She said the date was October 22nd and she had some information to pass on for the 300 301 newsletter.

Town Council Regular Meeting October 5, 2016

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303	NEXT MEETING - The next regular meeting of the Town Council is scheduled for October 19, 2016.
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305	ADJOURNMENT
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307	Vice Chair Nazzaro made a motion to adjourn the meeting, which was seconded by Councilor Bowden
308	The meeting was adjourned at 8:12 pm.
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310	Respectfully submitted,
311	Patricia Denmark, Recording Secretary



TOWN OF NEWMARKET, NEW HAMPSHIRE OFFICE of the TOWN ADMINISTRATOR

REPORT OF THE TOWN ADMINISTRATOR October 19, 2016

Joint Finance Director: Attached to this report is a draft memorandum of understanding between the Town and the School to have the School provide Finance Director Services to the Town. It outlines that the individual will be an employee of the School with the Town "contracting" for the services. It outlines what is expected of the position. The memorandum outlines a process to answer any conflicts that may arise.

Finally, it sets up a way to fund the position by determining the percentage each the school and town share of their combined budgets. With the previous fiscal year's figures, the Town would pay for 36% of the individual's salary and associated benefits.

I am not looking for action this evening. I am asking the Council to review the document in their free time, and ask any questions of me. I intend on seeking approval the first meeting in December. I am including the draft job description as well.

FY17 Budget: At the end of the first quarter of the year, we have currently expended 32% of our operating budget, which is on par with what we have done in the past. There is nothing in the budget that is currently out of the ordinary. In addition, our revenues are on par.

FY18 Budget: Pursuant to Section 5.2 of the Town Charter, I hereby present my proposed budget for the Fiscal Year ending June 30, 2018.

I will have a PowerPoint presentation that evening to present the budget.

I want to remind the Town Council that we have a workshop on Saturday beginning at 9AM.

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. ***

Water and Sewer Capacity: The Water and Sewer Superintendent is finalizing an RFP to issue to conduct this study.

Macintosh Well: NHDES outlined a number of requirements we will have to meet prior to bringing it online. These are in response to the issues in Flint MI. We are reviewed them with our engineers and

submitted a response. We are awaiting the response.

Additional Wells: We are currently finalizing a proposal to secure an additional well for the Town. We are having the Town Attorney review and write an agreement and will have it before the Town Council shortly. We anticipate the funding for the purchase will come from Capital Reserve Funds.

Solid Waste Services: This is on the agenda for action.

Recreation Director Recruitment: We have begun advertising for the position.

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Respectfully Submitted,

Stephen R. Fournier Town Administrator

DRAFT

MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF NEWMARKET, NH

AND

NEWMARKET SCHOOL DISTRICT – SAU 21 FOR SHARED SUPERVISION OF FINANCIAL SERVICES

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

- 1. The Parties agree to work together cooperatively and through their respective administrators to uphold and perform according to the terms of this agreement.
- 2. The School Business Administrator/Town Finance Director shall be an employee of the Schools under the direct supervision of the Superintendent of Schools, in consultation with Town Administrator.
- 3. The School Finance Office and the Town Finance Department shall remain independent departments supervised by a single School Business Administrator/Town Finance Director.
- 4. The Business Administrator/Town Finance Director shall be chosen solely on the basis of applicable education, skill and experience by the Superintendent of Schools in consultation with the Town Administrator.
- 5. As it relates to the Town, the Business Administrator/Town Finance Director:
 - a. Oversees the day-to-day financial operations of the Finance Department including such areas as accounts payable, personnel management, payroll and accounting procedures.
 - b. Works to establish a collaborative management approach.
 - c. Assumes a leadership role along with Town Administrator in the preparation, implementation, monitoring and presentation of the Town budgets.
 - d. Provides the necessary financial data to promote accurate and responsible planning.
 - e. Keeps the Town Council and the Town Administrator apprised of all pertinent financial issues in a timely fashion, including the development of appropriate forms, summary statements, and monthly reports.
 - f. Demonstrates expertise in computerized record keeping including the ability to advise the administrations as to changes that will facilitate building level record keeping.
 - g. Works with department heads regarding the proper implementation of system policies in record keeping, budget development, and expenditure of funds.
 - h. Complies with all Town purchasing ordinance including serving as Town Purchasing Agent.
 - i. Assists the administrators with all necessary bidding, contracted services, and record keeping.
 - j. Assists the administrators in preparing for and conducting negotiations with various groups.
 - k. Assumes a leadership role in assisting finance department personnel to develop a team approach with regard to all necessary routines resulting in an efficient and effective business climate.

- 1. Maintains a thorough data reporting system for the completion of financial reports required by Federal and State Agencies. Coordinates the municipal/school financial software including planning of system enhancements, arrangement of personnel training, accounting control functions, and system maintenance.
- m. Supervises municipal accounting practices including the establishment of the chart of accounts, preparation of required financial reports to outside agencies, drafting of the annual financial statement and account reconciliation. Provides assistance to the Town's independent auditors.
- n. Organizes and maintains records for financial investment, borrowing and planning.
- 6. In the event the Administrators are unable to come to agreement within a reasonable period of time with respect to any of their joint oversight or management responsibilities, the matter in dispute or lacking agreement shall be resolved by a joint meeting of the Town Council Chair and School Board Chair. Any further disagreements shall be resolved by the entire Town Council and School Board in a joint meeting.
- 7. The Town and School shall share all costs associated with this position based on each entity's percentage share of the total gross Town and School budgets from the previous fiscal year. This formula shall be determined no later than July 31.
 - a. *Example*: For the fiscal year ending June 30, 2017, the total gross appropriation for the school district was \$17,416,795 and the town was \$9,996,942 for a total of \$27,413,737. The Town is 36% of that number and the School is 64%
- 8. This agreement shall take effect on March 1, 2017.
- 9. This agreement may be terminated for convenience by either Party by giving written notice to the other no later than six (6) months prior to the intended termination date, which shall be June 30 of the year following the written notice. This agreement may be terminated sooner if agreeable by both parties.

FOR THE TOWN COUNCIL		FOR THE SCHOOL BOARD	
Gary Levy, Town Council Chair	Date	Nate Lunney, School Board Chair	Date
TOWN ADMINISTRATOR		SUPERINTENDENT OF SCHOOLS	
Stephen R. Fournier, Town Administrator	Date	Meredith Nadeau, Superintendent of Schools	Date

Newmarket School District Job Description

TITLE: Business Manager/Town Finance Director

QUALIFICATIONS:

Education / Certification:

- Minimum of Bachelor's degree in Business Administration, Accounting, or related field
- Hold a valid State of New Hampshire Criminal History Records Check Approval
- NH Department of Education certification as Business Administrator or eligibility for said certification

Special Knowledge/Skills:

- Proficiency in both school and municipal financial accounting practices
- Proficiency in applicable federal, state and local funding requirements and financial reporting
- Successful experience working in a leadership role in schools, municipal, or private sector
- Proficiency with municipal accounting software, computerized record keeping and related procedures

REPORTS TO: Superintendent of Schools

SUPERVISES: Town and School Business Office staff

JOB GOAL: To provide leadership in the financial area of school and municipal day-to-day activities.

PERFORMANCE RESPONSIBILITIES:

- Oversees the day-to-day financial operations of the business office including such areas as accounts payable, personnel management, payroll and accounting procedures.
- Works to establish a collaborative management approach.
- Assumes a leadership role along with the Superintendent and Town Administrator in the preparation, implementation, monitoring and presentation of the School and Town budgets.
- Provides the necessary financial data to promote accurate and responsible planning.
- Coordinates administrative support services including transportation, and cafeteria services.

School Department Business Manager/Town Finance Director Job Description

- Keeps the Town Council and the Town Administrator apprised of all pertinent financial issues
 in a timely fashion, including the development of appropriate forms, summary statements, and
 monthly reports.
- Keeps the school board and the superintendent apprised of all pertinent financial issues in a timely fashion, including the development of appropriate forms, summary statements, and monthly reports.
- Demonstrates expertise in computerized record keeping including the ability to advise the administrations as to changes that will facilitate building level record keeping.
- Works with building administrators and department heads regarding the proper implementation of system policies in record keeping, budget development, and expenditure of funds.
- Approves all school purchase orders authorizing the expenditures of moneys.
- Complies with all Town purchasing ordinance including serving as Town Purchasing Agent.
- Assists the administrators and facilities director with all necessary bidding, contracted services, and record keeping.
- Assists the administrators in preparing for and conducting negotiations with various groups.
- Assumes a leadership role in assisting business office personnel to develop a team approach with regard to all necessary routines resulting in an efficient and effective business climate.
- Maintains a thorough data reporting system for the completion of financial reports required by Federal and State Agencies. Coordinates the municipal/school financial software including planning of system enhancements, arrangement of personnel training, accounting control functions, and system maintenance.
- Supervises municipal/school accounting practices including the establishment of the chart of
 accounts, preparation of required financial reports to outside agencies, drafting of the annual
 financial statement and account reconciliation. Provides assistance to the Town's independent
 auditors.
- Organizes and maintains records for financial investment, borrowing and planning.

TERMS OF EMPLOYMENT: Twelve months per year. Salary and benefits to be established by the Superintendent of Schools and the Newmarket School Board.

EVALUATION:

School Department Business Manager/Town Finance Director Job Description

The basis of the evaluation will be the extent to which the performance responsibilities of the job are successfully completed and the extent to which yearly action plans and job goals are met. The Superintendent of Schools, with input from the Town Administrator, will perform the evaluation.

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

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



Department Heads Monthly Reports to the Town Council and Town Administrator

Police Department

Activity:

During the month of September, we documented 1,726 calls for service. We have investigated 62 criminal complaints in which 30 required incident reports. These criminal complaints include sexual assaults, simple assaults, burglary, theft, narcotic violations, DWI, disorderly subjects, credit card fraud and criminal threatening complaints. In August patrol officers conducted 456 motor vehicle stops and made 19 custodial arrests. Due to the downtown detour project we have increased our motor vehicle enforcement efforts in the areas of Packers Falls Road, Spring Street, Elm Street, Pine Street and Route 152.

On September 5th, a police officer responded to a domestic dispute that turned violent within seconds upon the officer's arrival. A subject emerged from a window and was cutting himself with razor blades and began screaming at the officer to "shoot him". The individual refused to comply with the officers verbal commands to drop the razors. The individual began to approach the officer in an aggressive manner. The officer deployed his Taser striking the subject in the torso. After a brief struggle, the subject was taken into custody. The officer's actions not only saved his own life but the life of the individual who was arrested as well as the lives of those living in the immediate area.

On September 12th, a 14 year old Newmarket boy went missing. A coordinated effort involving Police Officers, Firefighters and concerned citizens from several towns assisted in a joint effort to bring him home. An incident involving a missing child must take precedent over every day police services. After nearly 17 hours of searching and tracking down every lead available to us, we were able to locate the young boy unharmed and reunite him with his family who had congregated to Newmarket hoping for the best result.

Personnel:

On September 21st, I was sworn in as Chief of Police. This promotion to Chief leaves a vacancy in the administrative division of the Police Department where I was serving as a Lieutenant. I am hoping to conduct a promotional process during the month of November and have this position backfilled by December 1st. Until the Lieutenant position can be filled, I will be shouldering the responsibilities of Chief as well as Lieutenant. I am also planning on conducting a hiring process to fill the void created by Chief Cyr's retirement. For obvious reasons, a full time certified police officer is preferable. In the event we are unable to hire an already full time certified police officer, we will be required to send any newly hired officer to a 16 week long police academy in Concord, NH. The Police Academy coupled with a three month Field Training Program means that even if we were able to get the new officer into the January 2017 session of the Academy, he or she would not be ready for a solo assignment until August 2017. Police services delivered to our resident's will not been interrupted.

There are no other staff changes to report at this time.

School Resource Officer Wayne Stevens:

Officer Wayne Stevens played a significant role in updating the Newmarket Jr./Sr. High School security measures. Officer Stevens assisted in the implementation of a digital "sign in" device at the High School and Elementary school known as "Lobby Guard". Visitors and guests entering the schools must now sign in digitally and have their photograph taken. When a visitor signs in digitally, their driver's license is processed through a card reader and their name is now cross-checked with the NH State Police Sex Offender Registry. If a visitor is on the sex offender registry, school officials and specifically Officer Stevens will immediately be notified and appropriate action will be taken to ensure the safety and security of students and staff. Officer Stevens was also involved in the planning and implementation of new security cameras at the High School and Elementary School. The camera system at the Elementary school went from 0 cameras to 33 cameras and the High School went from 16 cameras to 34 cameras. The old camera system covered approximately 30% of the interior and exterior of the high school and now covers nearly 100% of the interior and exterior of the high school. A key fob system at both schools has been installed; panic alarms from the school offices now ring directly into the Police Dispatch Center. Emergency alarms in loud rooms such as cafeteria, gymnasium, industrial arts and band room have also been updated as they were ineffective in recent years due to their age. Officer Stevens has also executed lock down drills with school administrators, staff and students. We are fortunate here in Newmarket to have such a relationship with our school department and the staff.

On September 29th, Newmarket was fortunate to have Retired Army Staff Sergeant Travis Mills speak to our students in the school during the day and speak to the community in the evening. SSgt. Mills is one of five surviving quadruple amputee's from the war in Afghanistan. He is a motivational speaker now and was very inspiring. Officer Stevens spearheaded this event and was able to raise approximately \$9,000.00 to be sent to the Travis Mills Foundation, a nonprofit organization, formed to benefit and assist wounded and injured veterans and their families.

Downtown Pedestrian Improvements Project:

The downtown pedestrian safety project has been underway since mid-August. The project is expected to be completed during the month of October. The Police Department has continued to address the concerns of citizens relative to issues of speeding and the avoidance of traffic control signs. We are still using the radar trailer on side streets to show an increased presence and bring awareness to the motoring public of their actual speed with the hope of deterring speeders. We have cut back the amount of time from 8 hours a day to 4 hours a day in which an extra duty detail officer was assigned to enforce specific violations that may come as a result of the construction project. The construction company On Target is being billed by the Town for the cost of the extra duty detail officer and use of a police cruiser.

Motor Vehicle Accidents

We are starting to see an uptick in motor vehicle accidents in 2016. During the first 9 months of this year, we have responded to 82 motor vehicle crashes. During the first 9 months of 2015 we responded to 72 accidents. In 2014, we responded to 68 accidents. In 2013, we responded to 70 accidents. In the first 9 months we have covered 2 fatal motor vehicle accidents.

Fleet Maintenance:

On September 19th, one of our Ford Explorer police SUV's had a catastrophic transmission failure while an officer was on patrol. The Officer heard a sudden "clunk" and the vehicle lost power. The officer reported smoke coming into the cabin area of the cruiser. The fire department responded and made sure the vehicle did not catch fire. The vehicle was ultimately towed to McFarland Ford where a brand new transmission was put into the cruiser. The transmission as well as all labor was covered under the Ford warranty. There was no additional cost to the Town as a result of this issue.

Police Station Maintenance:

The Police Station recently received a landscape manicure from the buildings and grounds department. In the next few months, a "blue hue" will be seen near the entrance of the building to assist individuals in locating the building at night. A blue colored light will be purchased and hung appropriately near the front of the building. This is a traditional symbol of a police department building.

During the month of September, Norris Inc., was contracted to upgrade the Audio Recording equipment within the Police Station which was long overdue. The money used to pay for this upgrade was encumbered monies from our 2015/2016 Police operating budget.

POLICE	Budget 1,322,707.00	MTD Transactions 167,383.99	ISCAL YEAR 2017 YTD Transactions 324,525.64	Balance Year 998,181.36	% Spent 25%
	Budget 1,308,012.00	MTD Transactions 96,650.70	SCAL YEAR 2016 YTD Transactions 260,750.00	Balance Year 1,047,262.00	% Spent 20%

Fire and Rescue Department

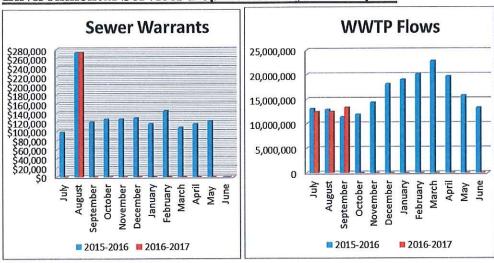
FIRE	Budget 358,762.00	MTD Transactions 38,098.34	FISCAL YEAR 2017 YTD Transactions 83,970.50	Balance Year 274,791.50	% Spent 23%
	Budget 334,185.00	MTD Transactions 33,848.88	FISCAL YEAR 2016 YTD Transactions 88,948.72	Balance Year 245,236.28	% Spent 27%

Public Works Department

DPW ADMIN		FISC	CAL YEAR 2017		
	Budget	MTD Transactions	YTD Transactions	Balance Year	% Spent
	427,516.00	48,450.41	94,611.10	332,904.90	22%
		FISC	CAL YEAR 2016		
	Budget	MTD Transactions	YTD Transactions	Balance Year	% Spent
	417,347.00	26,676.41	70,836.88	346,510.12	17%
	117,517.00	20,070.11	, 5,00 5.50		
ROADS &		FISC	CAL YEAR 2017		
SIDEWALKS	D 1	MTD Town	VTD Tunnantions	Balance Year	% Spent
	Budget	MTD Transactions	YTD Transactions		5% Spent
	330,970.00	10,072.86	17,343.41	313,626.59	3%
		FISC	CAL YEAR 2016		1.
	Budget	MTD Transactions	YTD Transactions	Balance Year	% Spent
	386,570.00	1,003.74	12,021.94	374,548.06	3%
		7770			ļ
STREET		FISC	CAL YEAR 2017		
LIGHTS	Budget	MTD Transactions	YTD Transactions	Balance Year	% Spent
	49,000.00	3,859.33	7,572.63	41,427.37	15%
	49,000.00	3,037.33	7,572.05	, . –	######################################
		Common and the Common	CAL YEAR 2016	Mean of	/A
	Budget	MTD Transactions	YTD Transactions	Balance Year	% Spent
	46,250.00	3,813.41	7,139.59	39,110.41	15%
BUILDINGS		FISC	CAL YEAR 2017		
& GROUNDS		PISC	CALL TEAK 2017		
C GROOME	Budget	MTD Transactions	YTD Transactions	Balance Year	% Spent
	482,233.00	28,582.16	90,638.45	391,594.55	19%
		####	711 VELD 4017		
	Dudget	MTD Transactions	CAL YEAR 2016 YTD Transactions	Balance Year	% Spent
	Budget		81,129.37	387,072.63	17%
	468,202.00	32,484.40	81,129.37	367,072.03	1770
CEMETERIES		FISC	CAL YEAR 2017		,
	Budget	MTD Transactions	YTD Transactions	Balance Year	% Spent
	37,253.00	4,162.31	8,812.79	28,440.21	24%
		TOTAL CO.	TAT WEAD 2016		l
	Budget	MTD Transactions	CAL YEAR 2016 YTD Transactions	Balance Year	% Spent
	36,963.00	2,376.54	6,622.03	30,340.97	18%
	30,303.00	2,370.34	0,022.03	20,210.71	1070

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Environmental Services Department System Report



Wastewater Treatment Facility Construction

The Department is working with Apex construction to determine the sequencing for emptying the primary and secondary digesters. There is approximately 100,000 gallons of 2% to 4% sludge per digester. The challenge is to process the sludge to approximately 20% solids and then haul it off for disposal. The second challenge is what to do with the sludge that the treatment process is producing while the digester tanks are being renovated.

Apex has finished the concrete on the aeration basins. They are currently installing equipment in the aeration basins, dewatering building, maintenance building, and main control building. They have excavated for the secondary clarifiers, and are currently driving the 300 piles that will hold the tanks in place.

The Department used the Vac-truck to clean the Creighton Street Pumping Station grit channel. The Department will be cleaning sewer problem area main lines in the next month to get ready for winter.

Secondary Clarifier number two sludge pump mechanical seal failed. The pump was taken out of service, and the clarifier was emptied. We have ordered a new shaft sleeve and seal to repair the pump. The clarifier should be back in service by the end of October.

The Water/Sewer and Public Works Departments have put out a generator maintenance and repair bid out.

Monthly Operations Report

Newmarket WPCF

Permit # NH00100196

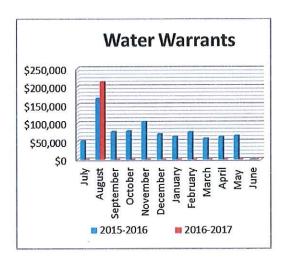
September-2016

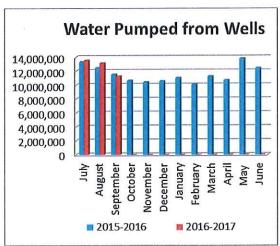
	Inf. Flow	Eff.	Flow	MGD	ВС	DD .	TS	SS	Total	Р	Н	Fecal	Enter	Chlo	rine
	MGD	Min	Max	Total	Inf.	Eff.	Inf.	Eff.	Nitrogen	Inf.	Eff.	Colif.	ococci	Resi	dual
1	.3090	.10	3.6	.4090						7.7	7.3	52	10	0.00	0.00
2	.3070	.08	1.5	.3980						7.8	7.2	60	15	0.00	0.00
3	.3070	.07	1.6	.4480						7.9	7.2	241	120	0.00	0.00
4	.3360	.10	1.6	.4910						7.7	7.1	2	1	0.00	0.00
5	.3360	.09	3.0	.4810						7.9	7.0	1181	44	0.00	0.00
6	.3230	.10	1.7	.5490		37		36	49	7.8	7.1	27	4	0.00	0.00
7	.3260	.05	2.0	.5100		22		46	47	7.6	7.3	25	37	0.00	0.00
8	.3200	.01	1.8	.4560						7.7	7.0	42	16	0.00	0.00
9	.3260	.05	1.7	.5140						7.9	7.0	22	17	0.00	0.00
10	.3220	.10	1.6	.4680						7.7	6.9	25	25	0.00	0.00
11	.3300	.00	3.0	.4750						7.5	7.1	88	8	0.69	0.00
12	.3140	.10	1.8	.5030		25		24	39	7.9	7.2	105	5	0.00	0.00
13	.3070	.00	2.9	.4190		19		16	43	7.7	7.1	31	4	0.00	0.00
14	.3160	.01	3.0	.4270						7.9	7.1	40	15	0.00	0.00
15	.3000	.01	3.0	.3930						7.8	7.2	19	6	0.00	0.00
16	.2840	.02	3.0	.3750						8.0	7.3	21	1	0.00	0.00
17	.3050	.01	3.0	.3740						7.8	7.3	21.7	4	0.00	0.00
18	.3800	.00	3.0	.4560						7.8	7.3	270	38	0.00	0.00
19	.3460	.00	3.0	.4310		23		23	31	7.5	7.1	47	28	0.00	0.00
20	.3180	.05	1.5	.3950	343	23	290	24	41	7.8	7.1	64	12	0.00	0.00
21	.3110	.05	1.8	.3960						7.9	7.1	50	19	0.00	0.00
22	.3060	.00	2.5	.4580						7.9	7.1	140	23	0.00	0.00
23	.2890	.03	1.6	.4150						7.9	7.1	50	50	0.00	0.00
24	.3150	.00	1.8	.4740						8.0	7.1	29	61	0.00	0.00
25	.3440	.00	2.8	.4620						7.8	7.4	18	3	1.02	0.00
26	.3090	.01	2.0	.4490		32		40	43	8.0	7.2	20	11	0.00	0.00
27	.3290	.00	1.7	.4290	317	26	301	29	49	7.3	7.2	42	45	0.00	0.00
28	.3090	.00	3.0	.4360						8.0	7.1	18	4	0.00	0.00
29	.3020	.05	3.0	.4360						7.9	7.2	60	11	0.00	0.00
30	.2890	.01	1.6	.4000						8.0	7.2	134	194	0.00	0.00

Average Wastewater Flow Discharged: 0.4442 Million Gallons/Day

Biochemical Oxygen Demand (BOD) Removal: 93%

Total Suspended Solids (TSS) Removal: 90%
Total Nitrogen (TN) Average Discharge: 42.8 mg/L





MacIntosh Well

The MacIntosh Well is ready to go online and begin pumping water into the water system. The New Hampshire Department of Environmental services (NHDES) has met with the Town to discuss the startup of the MacIntosh Well. The NHDES is concerned about the corrosiveness of the MacIntosh Well water and the impacts that it may have on the Newmarket water system. The Main concern is that the MacIntosh Well water is corrosive and may cause a lead release in some of the older home's piping. The Town has passed all its past lead and copper testing. The Town has performed a corrosion study to determine what are the best steps to prevent corrosion in the Town's water system. The Town is following the study's recommendations by adding a polyphosphate/orthophosphate blend at the Bennett and Sewall Wells to create a protective film on the water system piping. It is expected that it will take about one to two weeks to establish the protective film. Once the film is established, NHDES would allow the Town to start the MacIntosh Well at a reduced pumping rate. NHDES startup plan includes a rigorous testing program to monitor the effects the new water source on the water system. The Town's corrosion control expert is currently reviewing the NHDES plan and preparing comments.

The Water Department Personnel has purchased and installed the necessary pumps and materials for the corrosion control polyphosphate addition at the Bennett and Sewall Wells.

The water Department replaced a leaking valve on Durell Drive at Kimball Way.

The Water Department replaced a broken valve at the Intersection of Wadleigh Falls and Grant Road.

The Water Department repaired a fire hydrant on Durell Drive.

WATER		\mathbf{F}	ISCAL YEAR 2017		25
	Budget	MTD Transactions	YTD Transactions	Balance Year	% Spent
	932,813.00	32,793.22	445,643.09	487,169.91	48%
		<u>F</u>	ISCAL YEAR 2016		Marine Harace
	Budget	MTD Transactions	YTD Transactions	Balance Year	% Spent

	947,051.00	22,140.98	448,149.52	498,901.48	47%
SEWER		<u>F</u>	ISCAL YEAR 2017		
	Budget	MTD Transactions	YTD Transactions	Balance Year	% Spent
	1,177,968.00	92,773.88	362,128.52	815,839.48	31%
		<u>F</u>	ISCAL YEAR 2016		
	Budget	MTD Transactions	YTD Transactions	Balance Year	% Spent
	1,101,437.00	72,652.59	327,165.87	774,271.13	30%

Information Technology

- 1. We continue to be plagued with connectivity issues in the Police Cruisers. This is pretty frustrating as we can go weeks with nothing bad happening, and other times we can have a day or two of complete malfunctioning....I am working with Verizon Wireless to see if we can arrive at a solution that just "always works".
- 2. Still seeing Windows 10 video driver issues which also only happen sporadically. In almost all instances a reboot of the PC puts it back to normal, but in some cases, the video will just stop working right in the middle of the day leaving the user "blind" and with no choice but to repower the machine.
- 3. Finished the integration of the school cameras into the PD, so we can now view school cameras at the PD in the event of an emergency.
- 4. We are doing some great things with the new software at the Rec Dept! The new vendor is very helpful and sometimes will just call out of the blue to "see how things are going". Surely a vendor with this type of customer service is not long for this world.
- 5. Installing some new top level hardware for Channel 13 which should make editing and cleaning up the videos a whole lot easier. We are also looking at ways to clean up the mess of wiring in chambers.
- 6. We have started installing some new panic buttons at locations where we have never had any. This should allow our employees, some of who may be alone for big chunks of time during the day, to feel safer.
- 7. The recently completed MRI audit stated that IT should have some sort of support, in the event I disappear or go on vacation. I am working on a couple of quotes that would ensure some degree of continuity. Part of that exercise is the documentation of the network which is almost complete.
- 8. With the Rec Depts. new software, we can use it from anymore since it is web based. I am exploring getting Rec a tablet, so they could sign up more people when they do an event, instead of asking people to come back to the Rec Dept during the week when they would be open.

IT		<u>I</u>	FISCAL YEAR 2017		
	Budget	MTD Transactions	YTD Transactions	Balance Year	% Spent
	135,558.00	38,422.87	49,914.58	85,643.42	37%
		<u>I</u>	FISCAL YEAR 2016		
	Budget	MTD Transactions	YTD Transactions	Balance Year	% Spent
	131,752.00	7,828.58	26,879.18	104,872.82	20%

Building Inspector/Code Enforcement Officer

Previous Month Activities

Permits Iss	sued				
	14	Building	\$ 5	5,120	
	8	Electrical	\$	355	*4 paid with building permit
	6	Plumbing	\$	65	*5 paid with building permit
	13	Mechanical	\$	450	*7 paid with building permit

- Conducted 29 regular construction inspections
- Assisted 5 prospective property owners with site development and building questions.
- Worked on two aesthetically pleasing signs. One 'Welcome to Newmarket' sign, the
 other is a way-finding to Heron Point to be installed on Bay Road.
- Drafted recommended updates of Newmarket's sign ordinance in response to input from local sign vendors and the Reed v. Gilbert Supreme Court ruling limiting content based sign regulations. Our sign regulations are embedded in our zoning ordinance; therefore these recommendations will go through the Planning Board prior to Council ruling.
- Implemented online permit application program. This new feature will allow many
 permit applicants to obtain a permit completely on-line. Not all permits will be able to be
 issued with only the online application, but this is a significant step in to improve
 customer satisfaction and efficiency. We look forward to this becoming another attribute
 of doing business in Newmarket.
- Issued two violation notices regarding waste and recyclables in the public view. One case was complaint driven, the other on our own initiative.
- Worked with Newmarket Main Street Corporation to install a large scale plaque at the Mills Overlook detailing Newmarket's industrial heritage.
- Worked with Newmarket Business Association on promotional campaign encouraging customers to support the downtown during Main Street construction.
- Met with NH Fish and Game and Lamprey River Advisory Committee on initiative to create a pocket park in the area of the Fish Ladder and Macallen Dam. The space is overgrown with invasive and aggressive species. The approximately 1/10 acre site is currently poorly secured by a dilapidated chain link fence and gate. The Lamprey River

Advisory Committee has potential funding for an upgrade that would include educational opportunities.

BUILDING INSPECTION

FISCAL YEAR 2017

IN	Budget 131,752.00	MTD Transactions 7,828.58	YTD Transactions 26,879.18	Balance Year 104,872.82	% Spent 20%
		Ī	FISCAL YEAR 2016		
	Budget	MTD Transactions	YTD Transactions	Balance Year	% Spent
	67,253.00	5,719.84	14,977.90	52,275.10	22%

Town Clerk - Tax Collector

TAXES

Total Committed 2016 Total Collected thru 9/30/16 \$9,070,556 \$8,874,370 Tax 1 Principal & Interest

TAX LIENS

2015 Liens	2014 Liens	2013 Liens
(Deed 2018)	(Deed 2017)	(<u>Deed 2016</u>)
196,946.	209,291	245,781.
66,195.	71,925	67,890.
93	111	125
208,681.	121,079.	4,374.
	(Deed 2018) 196,946. 66,195.	(Deed 2018) (Deed 2017) 196,946. 209,291 66,195. 71,925 93 111

WATER & SEWER (1/1 THRU 9/30/2016)

	2016	<u>2015</u>
Water Billed	541,391.	698,491.
Sewer Billed	998,636.	1,187,743.
Uncollected thru 9/30/16	92,549.	276,106.

TOWN CLERK REVENUE (7/1/16 thru 9/30/16)

	Year End <u>6/30/17</u>	Year End <u>6/30/16</u>	
Motor Vehicle (MV)	363,460.	365,160.	0.47% decrease
Town "non-MV"	33,873.	34,623.	2.17% decrease
State NH (MV, Vitals, Boats, Dogs)	127,834.	140,132.	8.78% decrease

- Daily activity steady
- Dog Licenses were due April 30th
 - o 1 outstanding dog license
- Town Clerk-Tax Collector attended NH Tax Collector Association Annual Conference
- Preparing for Presidential/General Election November 8, 2016
 - o Fielding numerous phone calls and absentee ballot requests

TOWN CLERK

FISCAL YEAR 2017

Budget	MTD Transactions	YTD Transactions	Balance Year	% Spent
176,442.00	18,162.44	41,547.24	134,894.76	24%

FISCAL YEAR 2015

Budget	MTD Transactions	YTD Transactions	Balance Year	% Spent
162,270.00	12,001.49	31,160.29	131,109.71	19%

Planning Department

Planning Board Activities

Applications

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 twenty four (24) homes in the development. Seven (7) homes have building permits open and are currently under construction.

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 recently 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 review by the NH DOT. A technical review meeting was held on October 6 to review the project status. At the October 11, 2016 Planning Board meeting, 3 D architectural renderings and revised cross sections for the project were reviewed. At that meeting, the application was continued to the November 15 meeting at the request of the applicant.

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 South East 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 two homes have been issued and building permits have been issued for another three (3) homes in the development which are under construction.

Applications before the Board

Jarib M. Sanderson — Robin Realty Newmarket Trust/Tuck Realty Corporation 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 at the August 9, 2016 meeting including two waiver requests related to wetland impacts.

The Planning Board accepted the application and forwarded it to the Technical Review Committee for review. The Town hired Mark West, Environmental Consultant, for a review of the wetland issues. He recommended some changes to the plan to mitigate any potential impacts. At the October 11 meeting of the Planning Board, the application was continued to the November 15, 2016 meeting in order for the Board to receive further comments and recommendations from the Conservation Commission on the special use permit involving a direct wetland impact and a waiver to 100 foot wetland buffer requirements.

Other Business

Capital Improvements Plan (CIP) – The CIP committee completed its work on the Town's Fiscal Year 2017-2022 plan and forwarded its recommendations to the Town Administrator on September 30. The CIP Committee received 39 requests for projects from Town Departments and recommended requests in the amount of \$2,084,610.

FEMA Flood Plain 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 the fall of 2016. Copies of the new flood plain 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. Project construction officially started on Wednesday, July 6, 2016. There were delays in the construction schedule due to unanticipated construction issues which necessitated changes orders to the project. The one-way detour, which went into effect on August 9, is expected end on October 19 when traffic patterns will return to normal conditions. The project is scheduled for completion by October 21, 2016.

Macallen Dam Feasibility Study: At the 2015 Town Meeting, funding in the amount of \$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 9,744 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 was submitted by G & S to the Committee in July and has been approved by the New Hampshire Department of Environmental Services. The Committee will meet again on October 14, 2016 to discuss next steps. The committee will begin working on a new draft of a Request for Proposals (RFP) for engineering services with a more narrow focus than what was originally proposed.

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. EPA is expected to release the National Pollution Discharge Elimination Permit (NHDES) for the MS4 program of which Newmarket by the end of year 2016

PLANNING	Budget 122,676.00	MTD Transactions 12,807.68	YISCAL YEAR 2017 YTD Transactions 34,198.78	Balance Year 88,477.22	% Spent 28%
	Budget 129,153.00	MTD Transactions 9,515.86	TISCAL YEAR 2016 YTD Transactions 24,289.42	Balance Year 104,863.58	% Spent 19%

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:

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

Projects

- Financial statement audit.
- Dispose of tax deeded property.
- Water/Sewer shutoffs Final pay-by date is 10/20 with shut-offs to begin 10/25.
- Budget preparation.
- Address Annual RFP's HVAC Services, equipment rental (snow removal), and begin preparation for next year's roadway paving projects.

Economic Indicators

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

				%			%
			Increase/(Increase/(Increase/(Increase/(
Month	FY 17	FY 16	decrease)	decrease)	FY 15	decrease)	decrease)
July	1	L7 22	(5)	-22.73%	15	7	46.67%
August	1	10 11	(1)	-9.09%	10	1	10.00%
September		8 12	(4)	-33.33%	12	.=	0.00%
October		11			10	1	10.00%
November		12			3	9	300.00%
December		8			9	(1)	-11.11%
January		16			5	11	220.00%
February		10			7	3	42.86%
March		10			7	3	42.86%
April		7			8	(1)	-12.50%
May		12			14	(2)	-14.29%
June		17		50	19	(2)	-10.53%
Total	3	5 148	(10)	-6.76%	119	29	24.37%

Financial Highlights:

Balance Sheet – We are now mid-way through our cash-flow cycle, which will end mid-December. At the end of September 2016, we had \$7,434,292 in cash. Of this amount, \$856,514 relates to water, \$2,297,183 relates to sewer, \$203, 402 relates to conservation commission, and \$2,218,056 to the School District for this cash cycle.

Income Statement -

- Revenues:
 - o Land use change tax has far exceeded expectations. To date, we have collected \$13,223.
 - Motor vehicle permit fee is at expectations. We are beginning to notice a change in the mixture of vehicles being registered. We are seeing a rise of leased and used vehicles, which may be a sign that we are now at the top of our revenue cycle. Several news articles warn that the industry has plateaued (Wall Street Journal http://www.wsj.com/articles/ford-and-gm-sales-slipped-in-july-1470145541, NPR http://www.npr.org/sections/thetwo-way/2016/10/03/496453175/september-figures-show-u-s-car-sales-plateau, and Yahoo Finance http://finance.yahoo.com/news/fords-u-auto-sales-decline-112920059.html). However, any decline in revenue will be slow, matching the decline in the vehicle inventory value.
 - Building permits continue to be strong, almost tripling last-year's pace. I suspect this is a sign of a strengthening local economy.
- Expenditures:
 - We are seeing our typical once-annual disbursements that bring up our percentages greatly, such as property liability insurance and our transfer to capital reserve funds. However, our expenditures are within expectations.
- Projects:
 - Fiscal year to date, we have spent \$2.9 million on construction projects. Most notably is the new wastewater treatment facility, where we have spent \$2.151 million. We have issued reimbursement request for grants or loans related to these projects. Our major reimbursements outstanding are \$210,386 for the Macintosh Well Development and \$565,349 for the wastewater treatment plant. We anticipate the outstanding reimbursements will be paid within the next week or two.

FINANCE		\mathbf{F}	ISCAL YEAR 2017		
	Budget	MTD Transactions	YTD Transactions	Balance Year	% Spent
	206,844.00	19,767.18	40,812.10	166,031.90	20%
		F	ISCAL YEAR 2016		
	Budget	MTD Transactions	YTD Transactions	Balance Year	% Spent
	200,975.00	18,283.44	41,283.08	159,691.92	21%
HUMAN		<u>F</u>	ISCAL YEAR 2017		
RESOURCES	Budget	MTD Transactions	YTD Transactions	Balance Year	% Spent
	1,515,143.00	124,439.91	521,771.15	993,371.85	34%
		The state of the s	ICCAL WEAD 2016		
	D 1 4	N. DATES STATE OF THE STATE OF	ISCAL YEAR 2016 YTD Transactions	Balance Year	% Spent
	Budget	MTD Transactions			-
	1,371,879.00	51,556.18	461,805.78	910,073.22	34%

Recreation

Recreation Fiscal Business Report: Recreation revenue in the revolving account comparison up to the second week of October fiscal year 2016 was \$49,768.97. In fiscal year 2017 Revenue collected is \$65,073.59 which is an increase of \$15,304.62. In the 2017 General Fund Revenue account and the amount collected to date is \$1,291.00. These revenue numbers are very promising and are trending higher while the department is controlling expenditures and in some cases adding sponsorship opportunities for individual programs offered.

The expenditure comparison report as of October 12, 2016 for this fiscal year 2017 General Fund is \$50,334.80 spent leaving a balance of \$149,987.20 and is tracking right on target. The Revolving Account expenditures as of October 12, 2016 for fiscal year 2017 is \$117,0322.26 leaving a balance of \$126,410.74 which is also right on track for the rest of this fiscal year.

Program Report: The fall recreation soccer season is in its 6th week with 127 players enrolled on 16 teams. Flag Football is on its second week and will continue until the end of October, The enrollment is 120 participants with 14 teams participating. Last year's flag football program had 60 participants and this year it has doubled in size. This will result in a 100% increase in total football revenue amounting to \$6,600.00. Wanna Iguana Mondays is in its second session this fall with 12 participants. This program offers great new class that children can sign up for in 6 week intervals throughout the year. The next session already has 12 participants enrolled. The preschool play group has 10 participants. The Star Performer Preschool soccer program just finished and had 22 participants in the morning and 23 participants in the afternoon and. This program will be followed by preschool basketball which already has 18 participants preregistered. The Flex and Focus dance studio is featuring tap ballet and hip-hop classes with all of these programs filled to capacity. Music for everyone is targeting baby/toddler population and currently three classes are in progress with two full and one is close to being full. Afterschool karate class is full and in its 4th week with 15 participants as well as Lego Brick Masters with 12 participants. The Recreation Department continues to develop cost -centers in order open up new revenue sources

The Halloween Haunt, organization is proceeding and will occur on October 29th, from 2:30 -5:00 PM. The event will have many new games and activities located at Shanda Park on Water Street. The parade will occur at the beginning of the event. This has become the largest event the Recreation Department runs with last years' numbers well over 1,400 participants.

REC CONNECT

"Road Block Revenue Rally"

in support of the Halloween Haunt and also to help drive revenue to down town while amazing improvements are being made to the crosswalks.

The Rec is asking residents a.k.a. "Halloween Haunt Enthusiasts" to pay it forward this year and support the event by purchasing a Gift Card/s from a Newmarket Business during the month of October! What's the Community Win/Win? Not only will you be generating much needed revenue to a downtown business during the construction phase, but also, should you choose to donate that Gift Card to the Rec. to be used for the Halloween Haunt, you will be supporting a much loved FREE community event! It should be noted that the Rec. usually relies on gift card donations & sponsorships from... you guessed it...

downtown businesses for this event to be used as prizes, etc... This is why, the Rec is taking a **DETOUR** this fall and has pledged

NOT to solicit donations from the down town businesses to help subsidize the Halloween Haunt this

Your Win... If you choose to donate a Newmarket Business Gift Card (we ask that it be valued at \$20+), the Rec. will then in turn "pay it forward" by giving donators a \$5 off coupon to be used for any Newmarket Rec. program up until June 30, 2017. Your name will also be listed in our 2017 Annual Rec. Brochure as a Rec Connect Community Sponsorship Ambassador!

What a Spook-tacular Idea!



Don't let the Halloween Haunt suffer a Zombie Death... Become a Halloween Haunt Hero by purchasing a Gift Card at a Newmarket Business & then donating it to the Rec!

Call or email us to let us know of your donation. You can either drop it off at the Rec, mail it in to us, and/or leave your donation at the business you purchased it from and we will go pick it up. (Be sure to leave your contact info at the local business or with us so you can get your \$5 off coupon: We can credit your Rec, account \$5 or we can mail it to you. Whichever is easiest for you!)

FYI: We are also asking for Candy Donations - both the down town businesses and the Halloween Haunt event go through a lot!

The Sunrise Sunset 55+ Activity Center

The Sunrise Sunset Center Harvest Dinner Dance

Our 2nd Annual Harvest Dinner Dance was a great success this month. We had twelve more attendees than last year with a total number of 44 guests. The food was catered by Riverworks and we also had guitar player, Doug Mitchell, for our musical entertainment. To start, there was a social hour complete with faux cocktails & cheese platters, salad course, the buffet of Steak Tips & Chicken Piccata and dessert with coffee. The NHS National Honor Society sent us 4 very competent student volunteers to help serve and we also had Greg Thayer who is always willing to assist us with our special events. Local businesses were generous with donations of gift cards and gift baskets for prizes. The room was decorated with twinkle lights, pumpkins and colorful mums, which several people were lucky enough to win and take home. A few couples braved the dance floor and those that didn't enjoyed the show. Overall a wonderful evening!

Tuesday Talk with Buzz Dietterle

Buzz Dietterle joined us for our September Tuesday Talk and brought along a small portion of his Kewpie Doll collection. He set up two tables with his collection of all sizes and varieties of Kewpies. He shared his extensive knowledge of these collectibles along with their history & value. The group of 20 people enjoyed this talk and some people even brought their own Kewpie to show Buzz.

Tai Chi

Tai Chi has moved from the Recreation Center to the Sunrise Center on Tuesday evenings. Marsha Carr has 8 in the group so far and several people have dropped in to observe the class. This offering is the perfect addition to the Bone Builders exercise class that is held here two

mornings a week. The majority of the attendees for the Tai Chi class are working people that find this time slot of 6-7pm more suitable to their work schedule.

Trips

Our day-trippers ventured to Newfield, Maine to the 19th Century Willowbrook Village this month. There was a one day traveling car show featuring 200 antique cars from all over the US and Canada on display which was an added bonus to a fantastic tour. One of the highlights of the day was the restored, vintage carousel that ten people in our group chose to ride on. All ten hopped on a horse and went for several spins as they felt the childhood joy of riding the Flying Horses. Ninety-one year old Fred Payne of Newmarket stated he felt like a 10 year old kid again! A very memorable day!

We chose a perfect September day for our historic Portsmouth tour complete with a step-on guide, Dave Maloney, a local historian. Dave joined us on our bus as we traveled the narrow streets of Portsmouth while he shared his knowledge of historical facts and unusual stories that most people don't often get to hear. We enjoyed our lunch on the deck at Geno's and a private house tour of the Warner House on Daniel Street

Random Acts of Art

Many members of the art group continue to knit hats for the Pease Greeters who in turn donate them to the troops as they make their stops at the Pease Tradeport for plane refueling. The Sunrise Sunset Center has donated over 150 hats thus far to this dedicated group of people who greet each flight of troops at all hours of day and night as they come home or head over-seas.

RECREATION		<u>F</u>	ISCAL YEAR 2017		
	Budget	MTD Transactions	YTD Transactions	Balance Year	% Spent
	200,322.00	25,000.49	50,149.20	150,172.80	25%
			FISCAL YEAR 2016	~ · · · · · · · ·	0/ 0 /
	Budget	MTD Transactions	YTD Transactions	Balance Year	% Spent
	210,407.00	17,493.39	44,303.15	166,103.85	21%
RECREATION		<u>I</u>	FISCAL YEAR 2017		
REVOLVING	Budget	MTD Transactions	YTD Transactions	Balance Year	% Spent
	243,433.00	16,636.60	115,417.98	128,015.02	47%
		<u>I</u>	FISCAL YEAR 2016		3000000 Many 200
	Budget	MTD Transactions	YTD Transactions	Balance Year	% Spent
a	199,670.00	10,707.59	109,183.64	90,486.36	55%

	Fiscal Year 2017					Fiscal Year 2016				
Function Account Number ACCOUNT DESCRIPTION	Budget	Month to Date	Year to Date Transactions	Balance Year	Percent Collected	Budget	Month to Date Transactions	Year to Date Transactions	Balance Year	Percent Collected
Town Council	19,300.00		6,625.00	12,675.00	34%	19,300.00	3,365.00	6,737.50	12,562.50	35%
Town Adminstrator	189,139.00	14,857.54	47,259.80	141,879.20	25%	176,994.00	15,254.84	36,072.31	140,921.69	20%
Finance	206,844.00	19,767.18	40,812.10	166,031.90	20%	200,975.00	18,283.44	41,283.08	159,691.92	21%
Human Resource	1,515,143.00	124,439.91	521,771.15	993,371.85	34%	1,371,879.00	51,556.18	461,805.78	910,073.22	34%
Town Clerk/Tax Collector	176,442.00	18,162.44	41,547.24	134,894.76	24%	162,270.00	12,001.49	31,160.29	131,109.71	19%
Recreation	200,322.00	25,000.49	50,149.20	150,172.80	25%	210,407.00	17,493.39	44,303.15	166,103.85	21%
Code Enforcement	69,755.00	8,591.41	16,911.33	52,843.67	24%	67,253.00	5,719.84	14,977.90	52,275.10	22%
Direct Assistance	41,343.00	2,783.01	6,575.28	34,767.72	16%	48,220.00	3,138.70	6,493.19	41,726.81	13%
Assessing	69,325.00	5,127.04	17,977.29	51,347.71	26%	63,900.00	4,986.38	19,743.21	44,156.79	31%
Legal	80,000.00	6,771.55	7,344.46	72,655.54	9%	80,000.00	6,719.88	14,152.50	65,847.50	18%
Planning	122,676.00	12,807.68	34,198.78	88,477.22	28%	129,153.00	9,515.86	24,289.42	104,863.58	19%
Conservation	2,941.00	135.00	758.75	2,182.25	26%	1,941.00	713.00	874.25	1,066.75	45%
Economic Development	2,500.00	0.00	0.00	2,500.00	0%	1,000.00	0.00	0.00	1,000.00	0%
Debt Services	129,759.00	0.00	23,319.75	106,439.25	18%	131,959.00	0.00	27,169.75	104,789.25	21%
Information Technology	135,558.00	38,422.87	49,914.58	85,643.42	37%	131,752.00	7,828.58	26,879.18	104,872.82	20%
Channel 13	31,586.00	3,849.41	6,830.12	24,755.88	22%	30,387.00	2,057.76	4,909.13	25,477.87	16%
Police	1,322,707.00	167,383.99	324,525.64	998,181.36	25%	1,308,012.00	96,650.70	260,750.00	1,047,262.00	20%
Public Works	427,516.00	48,450.41	94,611.10	332,904.90	22%	417,347.00	26,676.41	70,836.88	346,510.12	17%
Roadways & Sidewalks	330,970.00	10,072.86	17,343.41	313,626.59	5%	386,570.00	1,003.74	12,021.94	374,548.06	3%
Street Lights	49,000.00	3,859.33	7,572.63	41,427.37	15%	46,250.00	3,813.41	7,139.59	39,110.41	. 15%
Building & Grounds	482,233.00	28,582.16	90,638.45	391,594.55	19%	468,202.00	32,484.40	81,129.37	387,072.63	17%
Cemetery	37,253.00	4,162.31	8,812.79	28,440.21	24%	36,963.00	2,376.54	6,622.03	30,340.97	18%
Vehicle	206,500.00	7,465.91	23,646.28	182,853.72	11%	197,700.00	4,163.66	18,976.04	178,723.96	10%

	Fiscal Year 2017					Fiscal Year 2016				
Function Account Number ACCOUNT DESCRIPTION	Budget	Month to Date Transactions	Year to Date Transactions	Balance Year	Percent Collected	Budget	Month to Date Transactions	Year to Date Transactions	Balance Year	Percent Collected
Fire & Rescue	358,762.00	38,098.34	83,970.50	274,791.50	23%	334,185.00	33,848.88	88,948.72	245,236.28	27%
Emergency Management	1,950.00	0,00	750.00	1,200.00	38%	1,950.00	0.00	992.00	958.00	51%
Grants	53,000.00	0.00	2,000.00	51,000.00	4%	69,300.00	0.00	1,200.00	68,100.00	2%
Social Service Grant	43,029.00	0.00	25,626.00	17,403.00	60%	43,429.00	0.00	28,229.00	15,200.00	65%
Capital Reserve	575,115.00	0.00	575,115.00	0.00	100%	512,949.00	0.00	512,949.00	0.00	100%
General Fund	6,880,668.00	592,512.09	2,126,606.63	4,754,061.37	31%	6,650,247.00	359,652.08	1,850,645.21	4,799,601.79	28%
Library	314,704.00	25,651.51	115,830.95	198,873.05	37%	314,033.00	19,282.97	70,244.75	243,788.25	22%
Recreation	243,433.00	16,636.60	115,417.98	128,015.02	47%	199,670.00	10,707.59	109,183.64	90,486.36	55%
Solid Waste	447,356.00	31,573.30	77,319.26	370,036.74	17%	443,981.00	30,304.13	61,359.10	382,621.90	14%
Water	932,813.00	32,793.22	445,643.09	487,169.91	48%	947,051.00	22,140.98	448,149.52	498,901.48	479
Sewer	1,177,968.00	92,773.88	362,128.52	815,839.48	31%	1,101,437.00	72,652.59	327,165.87	774,271.13	309
Total Operating Budget	9,996,942.00	791,940.60	3,242,946.43	6,753,995.57	32%	9,656,419.00	514,740.34	2,866,748.09	6,789,670.91	30

			Fiscal Year 2017					Fiscal Year 2016				
Function	Account Number	ACCOUNT DESCRIPTION	Budget	Month to Date Transactions	Year to Date Transactions	Balance Year	Percent Collected	Budget	Month to Date Transactions	Year to Date Transactions	Balance Year	Percent Collected
Tunetion		TC - ELECTED SALARIES	11,000.00	2,750.00	5,500.00	5,500.00	50%	11,000.00	2,750.00	5,500.00	5,500.00	509
	01-401-103-0000		7,800.00		1,125.00	6,675.00	14%	7,800.00	615.00	1,237.50	6,562.50	169
	01-401-190-0000		250.00	0.00	0.00	250.00	0%	250.00	0.00	0.00	250.00	09
		TC - GENERAL SUPPLIES	250.00	0.00	0.00	250.00	0%	250.00	0.00	0.00	250.00	09
Town Cou			19,300.00	3,721.25	6,625.00	12,675.00	34%	19,300.00	3,365.00	6,737.50	12,562.50	359
	01-402-101-0000	TA - FULL TIME SALARIES	135,095.00	20,282.55	36,144.33	98,950.67	27%	129,394.00	9,990.88	26,032.98	103,361.02	
		TA - PART TIME SALARIES	4,000.00	0.00	0.00	4,000.00	0%	4,000.00	189.75	1,632.90	2,367.10	
		TA - TRAINING/STAFF DEV	3,500.00	232.00	349.01	3,150.99	10%	3,000.00	854.00	1,509.00	1,491.00	
	01-402-201-0000	AND THE PROPERTY OF THE PROPER	3,000.00	148.79	518.84	2,481.16	17%	3,000.00	269.46	643.29	2,356.71	21
		TA - GENERAL SUPPLIES	11,500.00	1,060.54	1,978.41	9,521.59	17%	11,000.00	2,101.57	3,143.21	7,856.79	29
		TA - COMMUNICATION SERVICES	4,200.00	334.92	768.00	3,432.00	18%	4,100.00	329.49	760.92	3,339.08	
		TA - DUES/SUBSCRIPTIONS	10,500.00	0.00	932.00	9,568.00	9%	9,000.00	0.00	358.32	8,641.68	
		TA - ADVERTISING	2,500.00	80.00	1,220.89	1,279.11	49%	2,500.00	0.00	0.00	2,500.00	
	01-402-310-0005		500.00	0.00	0.00	500.00	0%	500.00	0.00	0.00	500.00	
		TA - EQUIPMENT MAINTENA	8,344.00	1,191.55	4,045.13	4,298.87	48%	5,000.00	1,499.20	1,971.20	3,028.80	
		TA - PRINTING/PUBLISHING	3,500.00	0.00	0.00	3,500.00	0%	3,000.00	0.00	0.00	3,000.00	
		TA - CONTRACTED SERVICE	2,500.00	-8,472.81	1,303.19	1,196.81	52%	2,500.00	20.49	20.49	2,479.51	1
Town Adn	minstrator		189,139.00	14,857.54	47,259.80	141,879.20	25%	176,994.00	15,254.84	36,072.31	140,921.69	20
	01-403-100-0000	FINANCE - ELECTED OFFICIALS	900.00	0.00	900.00	0.00	100%	900.00		1,250.01	-350.01	
	01-403-101-0000	FINANCE - FULL TIME SALARIES	167,544.00	17,377.59	35,201.44	132,342.56	21%	163,725.00	16,945.42		136,073.88	
	01-403-103-0000	FINANCE - PART TIME SALARIES'	5,000.00	416.67	1,250.01	3,749.99	25%	5,000.00			5,000.00	
	01-403-190-0000	FINANCE- TRAINING/STAFF DEVELOPMENT	0.00	0.00	0.00	0.00	0%	0.00	0.00		-41.17	
	01-403-202-0000	FINANCE - GENERAL SUPPLIES	5,000.00	469.42	867.12	4,132.88	17%	5,000.00		1,011.98	3,988.02	
	01-403-301-0000	FINANCE - COMMUNICATIONS SERVICES	2,400.00	387.50	462.90	1,937.10	19%	2,400.00			1,858.49	
	01-403-310-0001	FINANCE - BUDGET COMMITTEE EXPENSE	600.00	0.00	0.00	600.00	0%	600.00			600.00	
	01-403-310-0002	FINANCE - DUES/SUBSCRIPTIONS	0.00	0.00	0.00	0.00	0%	300,00	0.00		300.00	
	01-403-310-0003	FINANCE - ADVERTISING	500.00	0.00	705.93	-205.93	141%				1,000.00	
	01-403-402-0000	FINANCE - EQUIPMENT MAINTENANCE	900.00	0.00	267.50	632.50	30%				153.71	
	01-403-460-0000	FINANCE - BANK FEES	0.00	25.00	66.20	-66.20	0%				0.00	
	01-403-703-0000	FINANCE - AUDIT	24,000.00	1,091.00	1,091.00	22,909.00	5%				11,109.00	
Finance			206,844.00	19,767.18	40,812.10	166,031.90	20%	200,975.00	18,283.44	41,283.08	159,691.92	21

			Fiscal Year 2017					Fiscal Year 2016				
					440000000000000000000000000000000000000				Month to Date	Year to Date		Percent
			_ 8	Month to Date	Year to Date	Balance Year	Percent Collected	Budget	Transactions	Transactions	Balance Year	Collected
Function	Account Number	ACCOUNT DESCRIPTION	Budget	Transactions	Transactions	Balance rear	Collected	Dauget	Hansuctions	110112011111		
		CALD DEAL SIGA	124,089.00	13,321.74	26,679.41	97,409.59	22%	111,000.00	8,530.75	24,288.78	86,711.22	22%
	01-404-150-0000		45,134.00	5,150.34	10,182.76	34,951.24	23%	43,407.00	3,140.68	8,446.62	34,960.38	19%
		EMP BEN - MEDICARE	2,740.00	20.00	50.00	2,690.00	2%	750.00	69.75	149.50	600.50	20%
		EMP BEN - PRE-EMPLOYMENT TESTING	585,734.00	47,357.66	142,072.97	443,661.03	24%	526,976.00	4,803.61	124,914.30	402,061.70	24%
		EMP BEN - HEALTH INSURANCE	426,379.00	56,573.62	106,518.82	319,860.18	25%	397,313.00	32,193.35	84,693.91	312,619.09	21%
		EMP BEN - NH RETIREMENT	27,660.00	2,589.01	7,062.71	20,597.29	26%	25,575.00	1,906.04	5,404.59	20,170.41	21%
		EMP BEN - LIFE/DISABILITY BENE	125,389.00	-572.46	126,358.61	-969.61	101%	113,990.00	-88.00	117,451.00	-3,461.00	103%
		EMP BEN - WORKERS COMPENSATION		0.00	0.00	4,413.00	0%	6,523.00	0.00	0.00	6,523.00	0%
		EMP BEN - UNEMPLOYMENT	4,413.00	0.00	0.00	600.00	0%	600.00	0.00	0.00	600.00	0%
		EMP BEN - EMPLOYEE TESTING	600.00	0.00	1,666.87	833.13	67%	2,500.00		1,612.08	887.92	64%
	01-404-190-0000	HR - TRAINING STAFF DEVELOPMENT	2,500.00		0.00	45,000.00	0%	35,000.00	0.00	0.00	35,000.00	0%
	01-404-197-0000	EMP BEN - MERIT INCREASE POOL	45,000.00	0.00		22,275.00	0%	18,675.00		0.00	18,675.00	0%
	01-404-198-0000	EMP BEN - LONGEVITY	22,275.00	0.00	0.00	2,051.00	98%	89,570.00		93,845.00	-4,275.00	
	01-404-504-0006	EMP BEN - PROPERTY LIABILITY INSURANCE		0.00	101,179.00	0.00	0%	0.00	1,000.00	1,000.00	-1,000.00	
	01-404-504-0007	EMP BEN - INSURANCE DEDUCTIBLES	0.00	0.00	0.00		34%	1,371,879.00	51,556.18	461,805.78	910,073.22	
Human Re	source		1,515,143.00	124,439.91	521,771.15	993,371.85	3470	1,3/1,0/5.00	31,330.10	402,005110	,	
				40 000 44	25 071 55	80,832,35	24%	101,548.00	8,424.20	21,434.01	80,113.99	21%
		TC/TC - FULL TIME SALARIES	105,904.00		25,071.65		23%	27,410.00		6,360.95	21,049.05	
		TC/TC - PART TIME SALARIES	27,919.00		6,357.06	21,561.94	19%	5,106.00			5,106.00	
		TC/TC PT - ELECTION OFFICIALS	8,925.00		1,725.00	7,200.00	44%	2,600.00			2,248.65	
		TC/TC - TRAINING STAFF DEVELOPMENT	2,600.00		1,136.67	1,463.33	12%	8,966.00			15 (St. William)	
		TC/TC - POSTAGE	10,167.00		1,199.12		30%	3,300.00			2,595.09	
	01-405-202-0000	TC/TC - GENERAL SUPPLIES	3,300.00		978.27	2,321.73	15%	1,600.00			1,355.42	
	01-405-301-0000	TC/TC - COMMUNICATION SERVICES	1,600.00		247.51		18%	360.00			10.400 (CONT.)	
	01-405-310-0002		489.00		87.95		0%	0.00			-231.33	
	01-405-310-0003	TC/TC - ADVERTISING	0.00		0.00		11%	4,380.00				
	01-405-310-0070	TC/TC - ELECTION/REGISTRATION	8,113.00		927.63							
	01-405-402-0000	TC/TC - EQUIPMENT MAINTENANCE	1,400.00		267.50		19%	1,400.00 2,600.00			10.000	
	01-405-702-0000	TC/TC - DEED RESEARCH	2,575.00		98.88							
	01-405-702-1000	TC/TC - CODIFICATION	950.00		950.00		100%	500.00			2,500.00	
	01-405-800-0000	TC/TC - EQUIPMENT PURCHASE	2,500.00		2,500.00		100%	2,500.00				
Town Cler	k/Tax Collector		176,442.00	18,162.44	41,547.24	134,894.76	24%	162,270.00	12,001.49	51,100.25	151,105.71	137
		scapes propose postular superior and a superior	454 220 00	10 500 05	36,977.40	117,251.60	24%	146,666.00	12,273.32	31,552.77	115,113.23	229
	01-406-101-0000	RECREATION-FULL TIME SALARIES	154,229.00					43,434.00				
	01-406-103-0000	RECREATION-PART TIME SALARIES	25,486.00					2,000.00	- 5		100000	
	01-406-190-0000		2,000.00					300.00				
	01-406-191-0000	RECREATION-TRAVEL EXPENSE	300.00		122.64			300.00				
	01-406-192-0000	RECREATION-MEAL ALLOWANCE	300.00					1,500.00				
	01-406-201-0000	RECREATION-POSTAGE	1,500.00									
	01-406-202-0000	RECREATION-GENERAL SUPPLIES	1,650.00					1000 - 1000				
	01-406-301-0000	RECREATION-COMMUNICATION SERVICE	3,288.00								2000	
	01-406-310-0002	RECREATION-DUES/SUBSCRIPTIONS	1,233.00					100				
	01-406-402-0000		6,636.00								\$1.000,000	
	01-406-800-0000		1,200.00									
	01-406-904-0000	RECREATION-SUNRISE SUNSET SR CTR	2,500.00									
Recreation	n		200,322.00	25,000.49	50,149.20	150,172.80	25%	210,407.00	11,493.33	44,505.15	100,100.00	

			Fiscal Year 2017					Fiscal Year 2016				
				Month to Date	Year to Date		Percent		Month to Date	Year to Date		Percent
		ACCOUNT DESCRIPTION	Budget	Transactions	Transactions	Balance Year	Collected	Budget	Transactions	Transactions	Balance Year	Collected
Function	Account Number	ACCOUNT DESCRIPTION	Budget	Hansactions	Hansactions	Durance rear	Concercu	nanger				
	01-407-101-0000	CODE - FULL-TIME SALARIES	25,356,00	3,537.93	6,981.37	18,374.63	28%	25,355.00	2,325.40	5,525.03	19,829.97	22%
	01-407-103-0000	CODE - PART TIME SALARIES	38,919.00	4,901.08	9,418.46	29,500.54	24%	37,318.00	3,141.83	8,391.88	28,926.12	22%
	01-407-190-0000	CODE - TRAINING	1,000.00	75.00	75.00	925.00	8%	1,000.00	75.00	75.00	925.00	8%
		CODE - POSTAGE	130.00	5.12	12.10	117.90	9%	130.00	8.08	20.21	109.79	16%
		CODE - GENERAL SUPPLIES	2,700.00	21.28	131.44	2,568.56	5%	2,700.00	71.29	730.86	1,969.14	27%
		CODE - TELEPHONE	1,000.00	51.00	188.01	811.99	19%	500.00	86.24	222.92	277.08	45%
		CODE - DUES/SUBSCRIPTIONS	400.00	0.00	104.95	295.05	26%	0.00	12.00	12.00	-12.00	0%
	01-407-402-0000	CODE - EQUIPMENT MAINTENANCE	200.00	0.00	0.00	200.00	0%	200.00	0.00	0.00	200.00	0%
		CODE - LAB TESTING	50.00	0.00	0.00	50.00	0%	50.00	0.00	0.00	50.00	0%
Code Enfo	recorded to the second of the second	CODE - DAD TESTING	69,755.00	8,591.41	16,911.33	52,843.67	24%	67,253.00	5,719.84	14,977.90	52,275.10	22%
		DID ACCIET DADT TIME CALADIES	23,943.00	2,001.95	4,103.16	19,839.84	17%	22,320.00	1,856.39	4,430.12	17,889.88	20%
	01-408-103-0000	DIR ASSIST - PART-TIME SALARIES	150.00	0.00	0.00	150.00	0%	150.00	0.00	0.00	150.00	0%
	01-408-190-0000	DIR ASSIST - TRAINING/STAFF DEVEL	200.00	31.06	62.12	137.88	31%	200.00	32.31	63.07	136.93	32%
	01-408-202-0000	DIR ASSIST - GENERAL SUPPLIES	50.00	0.00	0.00	50.00	0%	50.00		0.00	50.00	0%
	01-408-310-0002	DIR ASSIST - DUES/SUBSCRIPTIONS		0.00	0.00	1,000.00	0%	1,500.00		0.00	1,500.00	0%
		DIR ASSIST - FOOD	1,000.00	750.00	1,660.00	8,340.00	17%	15,000.00	1,250.00	1,250.00	13,750.00	8%
	01-408-315-0039	DIR ASSIST - RENT	10,000.00	0.00	0.00	1,000.00	0%	1,500.00		0.00	1,500.00	0%
		DIR ASSIST - ELECTRICITY	1,000.00		0.00	2,000.00	0%	2,500.00		0.00	2,500.00	0%
		DIR ASSIST - HEAT	2,000.00	0.00		1,500.00	0%	2,000.00		0.00	2,000.00	0%
		DIR ASSIST - MEDICAL	1,500.00	0.00	0.00	750.00	50%	3,000.00	0.00	750.00	2,250.00	25%
		DIR ASSIST - MISCELLANEOUS	1,500.00	0.00	750.00	34,767.72	16%	48,220.00		6,493.19	41,726.81	13%
Direct Ass	istance		41,343.00	2,783.01	6,575.28	34,707.72	10/0	40,220.00	3,130.70	0,433.13	12/120102	
	01-409-130-0000	ASSESS - CONTRACTED SERVICES	60,475.00	5,125.44	10,203.90	50,271.10	17%	55,000.00	4,983.95	19,740.29	35,259.71	36%
	01-409-201-0000	ASSESS - POSTAGE	500.00	1.60	13.39	486.61	3%	500.00			497.08	1%
	01-409-202-0000	ASSESS - GENERAL SUPPLIES	500.00	0.00	0.00	500.00	0%	500.00			500.00	0%
	01-409-310-0002	ASSESS - DUES/SUBSCRIPTIONS	150.00	0.00	0.00	150.00	0%	350.00			350.00	0%
	01-409-407-0000	ASSESS - SOFTWARE	7,700.00	0.00	7,760.00	-60.00	101%	7,550.00		0.00	7,550.00	0%
Assessing			69,325.00	5,127.04	17,977.29	51,347.71	26%	63,900.00	4,986.38	19,743.21	44,156.79	31%
	01-410-602-0000	LEGAL - LEGAL EXPENSES	80,000.00	6,771.55	7,344.46	72,655.54	9%	80,000.00	6,719.88	14,152.50	65,847.50	18%
Legal	01 110 000 0000		80,000.00	6,771.55	7,344.46	72,655.54	9%	80,000.00	6,719.88	14,152.50	65,847.50	18%
				42 452 25	24.544.72	74,086.28	25%	95,708.00	8,165.02	20,517.82	75.190.18	21%
		PLAN - FULL TIME SALARIES	98,731.00		24,644.72 0.00	2,000.00	0%	2,000.00	3		945.46	53%
		PLAN - PART TIME SALARIES	2,000.00		32.40	1,467.60	2%	1,500.00			1,105.00	26%
		PLAN - TRAINING/STAFF DEVELOPMENT	1,500.00		309.26	2,190.74	12%	2,000.00			1,801.34	10%
		PLAN - POSTAGE	2,500.00			1.636.78	18%	2,000.00			1,519.23	24%
	01-411-202-0000		2,000.00			4.000.00	0%	4,000.00			4,000.00	0%
		PLAN - MAPPING SUPPLIES	4,000.00			4,000.00	23%	600.00			491.63	18%
	01-411-301-0000		600.00		140.85	-12.19	100%	8,345.00			7,945.00	5%
	01-411-310-0002		8,345.00		8,357.19		18%	2,000.00			1,873.24	6%
	01-411-310-0003	PLAN - ADVERTISING	2,000.00		351.14	1,648.86 1,000.00	18%	1,000.00			-7.50	
	01-411-702-0000	PLAN - TAX MAPS	1,000.00		0.00	0.00	0%	10,000.00			10,000.00	0%
	01-411-703-0000	PLAN - CONTRACTED SERVICES	0.00		2072	88,477.22					104,863.58	19%
Planning			122,676.00	12,807.68	34,198.78	00,4/1.22	2070	1 143,133.00	3,313.60	24,203.42	20.,000.00	-5/0

			Fiscal Year 2017					Fiscal Year 2016				
Function	Account Number	ACCOUNT DESCRIPTION	Budget	Month to Date Transactions	Year to Date Transactions	Balance Year	Percent Collected	Budget	Month to Date Transactions	Year to Date Transactions	Balance Year	Percent Collected
	01-413-103-0000	CON COMM - PT RECORDING SECRETARY	2,000.00	135.00	363.75	1,636.25	18%	1,000.00	150.00	311.25	688.75	319
	01-413-201-0000	CON COMM - PT RECORDING SECRETARY	60.00		0.00	60.00	0%	60.00	0.00	0.00	60.00	
	01-413-202-0000	CON COMM - GENERAL SUPPLI	200.00		75.00	125.00	38%	200.00	563.00	563.00	-363.00	
	01-413-310-0002	CON COMM - DUES/SUBSCRIPT	390.00		0.00	390.00	0%	390.00	0.00	0.00	390.00	
	01-413-702-0002	CON COMM - CONTRACTED SERVICES	291.00		320.00	-29.00	110%	291.00	0.00	0.00	291.00	09
Conservat		CON COMM CONTINCTED SERVICES	2,941.00		758.75	2,182.25	26%	1,941.00	713.00	874.25	1,066.75	459
			2,500.00	0.00	0.00	2,500.00	0%	1.000.00	0.00	0.00	1,000.00	09
Fconomic	01-414-310-0000 Development	ECON DEV - OPERATING EXPENSE	2,500.00		0.00	2,500.00	0%	1,000.00		0.00	1,000.00	09
Leonomic			100000000000000000000000000000000000000	0.00	0.00	100,000.00	0%	100.000.00	0.00	0.00	100,000.00	09
	01-418-950-0000	DEBT SER - PRINCIPLE	100,000.00			6,439.25	78%	31.959.00		27,169.75	4,789.25	
	01-418-951-0000	DEBT SER - INTEREST	29,759.00		23,319.75	106,439.25	18%	131,959.00		27,169.75	104,789.25	
Debt Serv	ices		129,759.00	0.00	23,319.75	106,439.25	1070	131,939.00	0.00	2,,103,70	20 (). 22.22	
	01-420-101-0000	MIS - FULL TIME SALARIES	68,183.00	8,188.29	16,317.79	51,865.21	24%	65,377.00		13,928.90	51,448.10	
	01-420-190-0000	MIS - TRAINING	1,000.00	0.00	0.00	1,000.00	0%	1,000.00		0.00	1,000.00	
	01-420-202-0000	MIS - GENERAL SUPPLIES	2,500.00	175.00	317.40	2,182.60	13%	2,500.00			1,489.77	
	01-420-301-0000	MIS - COMMUNICATION SERVICE	600.00	50.51	101.02	498.98	17%	600.00			499.57	
	01-420-310-0002	MIS - DUES SUBSCRIPTIONS	275.00	0.00	0.00	275.00	0%	275.00			275.00	
	01-420-407-0000	MIS - SOFTWARE MAINT	42,500.00	28,270.37	30,075.27	12,424.73	71%	40,000.00			29,904.25	
	01-420-409-0000	MIS - REPAIRS/MAINT	4,500.00	411.98	1,187.09	3,312.91	26%	4,500.00			4,280.00	
	01-420-414-0000	MIS - SOFTWARE LICENSES	4,500.00	0.00	0.00	4,500.00	0%	4,500.00			4,500.00	
	01-420-702-0000	MIS - VENDOR SUPPORT	1,500.00	0.00	0.00	1,500.00	0%	1,000.00			1,000.00	
	01-420-800-0000	MIS - NEW EQUIPMENT	10,000.00	1,326.72	1,916.01	8,083.99	19%	12,000.00			10,476.13	
Informati	on Technology	M. 177	135,558.00	38,422.87	49,914.58	85,643.42	37%	131,752.00	7,828.58	26,879.18	104,872.82	20
	01-421-103-0000	CHANNEL 13 PART TIME SALARIES	23,086.00	2,794.43	5,495.15	17,590.85	24%	21,887.00	1,807.76	4,659.13	17,227.87	
	01-421-103-0000		6,000.00	20	584.97	5,415.03	10%	6,000.00	250.00	250.00	5,750.00	
		CHANNEL 13 - OPERATING EXPENSES	2,500.00		750.00	1,750.00	30%	2,500.00		0.00	2,500.00	
Channel 1		CHAMINET 13 - OLFINALING EVERISES	31,586.00		6,830.12		22%	30,387.00	2,057.76	4,909.13	25,477.87	16

			Fiscal Year 2017					Fiscal Year 2016				
Function	Account Number	ACCOUNT DESCRIPTION	Budget	Month to Date Transactions	Year to Date Transactions	Balance Year	Percent Collected	Budget	Month to Date Transactions	Year to Date Transactions	Balance Year	Percent Collected
	01 439 101 0000	POLICE - FULL TIME SALARIES	1,037,437.00	146,345.67	268,758.50	768,678.50	26%	1,013,622.00	76,396.57	200,970.55	812,651.45	20%
		POLICE - OVERTIME	107,010.00	13,045.91	31,048.67	75,961.33	29%	105,140.00	10,339.03	31,245.92	73,894.08	30%
	01-438-103-0000	POLICE - PART-TIME SALARIES	35,000.00		6,289.92	28,710.08	18%	35,000.00	2,409.97	6,403.85	28,596.15	18%
	01-438-162-0000	POLICE - MEDICAL	2,500.00	0.00	0.00	2,500.00	0%	2,500.00	400.00	778.00	1,722.00	31%
	01-438-190-0000	POLICE - TRAINING/STAFF DEVELOPMENT	10,000.00		1,097.25	8,902.75	11%	10,000.00	0.00	0.00	10,000.00	0%
	01-438-191-0000	POLICE - TRAVEL/MILEAGE	600.00	0.00	-10.00	610.00	-2%	600.00	20.00	20.00	580.00	3%
	01-438-193-0000	POLICE - UNIFORMS	8,800.00	135.69	1,024.62	7,775.38	12%	8,800.00	1,086.09	2,270.69	6,529.31	26%
	01-438-194-0000	POLICE - EDUCATIONAL INCENTIVE	5,000.00		4,800.00	200.00	96%	5,000.00	0.00	4,100.00	900.00	82%
	01-438-195-0000	POLICE - CLEANING ALLOWANCE	2,500.00		2,500.00	0.00	100%	2,500.00	0.00	2,250.00	250.00	90%
	01-438-199-0000	POLICE- CRIMINAL INVESTIGATION	2,000.00		0.00	2,000.00	0%	2,000.00	0.00	224.99	1,775.01	11%
	01-438-200-0000	POLICE - YOUTH/PUBLIC RELATIONS	2,500.00		97.88	2,402.12	4%	2,500.00	0.00	0.00	2,500.00	0%
	01-438-201-0000	POLICE - POSTAGE	450.00		92.68	357.32	21%	450.00	20.58	95.46	354.54	21%
	01-438-202-0000		5,500.00	64.82	779.08	4,720.92	14%	5,500.00	529.31	1,025.76	4,474.24	19%
	01-438-202-0438	POLICE-GENERAL SUPPLIES	400.00		61.50	338.50	15%	400.00	20.00	60.00	340.00	15%
	01-438-209-0000	POLICE - GASOLINE	34,000.00		4,367.32	29,632.68	13%	34,000.00	2,999.91	4,794.87	29,205.13	14%
	01-438-301-0000	POLICE - COMMUNICATION SERVICES	16,500.00		2,034.51	14,465.49	12%	16,500.00	1,059.15	2,631.49	13,868.51	16%
	01-438-310-0002	POLICE - DUES/MEMBERSHIPS	4,210.00		0.00	4,210.00	0%	3,200.00	0.00	100.00	3,100.00	3%
	01-438-310-0005	POLICE - BOOKS/PUBLICATIONS	2,800.00		80.95	2,719.05	3%	2,800.00	0.00	0.00	2,800.00	0%
	01-438-310-0044		6,000.00		0.00	6,000.00	0%	18,000.00	95.49	420.07	17,579.93	
	01-438-310-0045	POLICE - PRISONER EXPENSES	1,200.00		112.00	1,088.00	9%	1,200.00	0.00	7.61	1,192.39	1%
	01-438-402-0000	POLICE - EQUIP MAINTENANCE	5,000.00		437.24	4,562.76	9%	5,000.00	228.00	792.89	4,207.11	16%
	01-438-410-0000	POLICE - EQUIPMENT LEASE	26,900.00		953.52	25,946.48	4%	26,900.00	840.54	2,309.30	24,590.70	
	01-438-501-0000	POLICE - PRINTING/PUBLISHING	2,800.00		0.00	2,800.00	0%	2,800.00	0.00	0.00	2,800.00	0%
	01-438-521-0000	POLICE - ANIMAL CONTROL	3,600.00		0.00	3,600.00	0%	3,600.00	206.06	248.55	3,351.45	
Police	01 430 311 0000		1,322,707.00		324,525.64	998,181.36	25%	1,308,012.00	96,650.70	260,750.00	1,047,262.00	20%
	01-441-101-0000	PW ADMIN FULL TIME SALARIES	119,085.00	14,994.55	29,416.99	89,668.01	25%	118,136.00	9,208.96	24,283.36	93,852.64	
	01-441-102-0000	PW ADMIN OVERTIME	50,000.00	2,767.53	3,845.92	46,154.08	8%	50,000.00	560.69	1,827.31	48,172.69	
	01-441-106-0000	PW ADMIN LABOR SALARIES	231,131.00		55,798.84	175,332.16	24%	220,711.00	15,422.79	39,485.50	181,225.50	
	01-441-190-0000	PW ADMIN TRAINING/STAFF DEVELOPM	1,000.00		1,200.00	-200.00	120%	500.00	0.00	0.00	500.00	
	01-441-193-0000		10,000.00	668.92	1,821.24	8,178.76	18%	14,000.00	370.59	1,576.64	12,423.36	
	01-441-201-0000		100.00	24.25	25.65	74.35	26%	100.00	1.94	17.65	82.35	
	01-441-202-0000		8,000.00	274.40	952.22	7,047.78	12%	6,500.00	573.12		5,520.19	
		PW ADMIN COMMUNICATION SERVICE	6,000.00		1,525.24	4,474.76	25%	6,000.00	538.32		4,593.17	
		PW ADMIN DUES/MEMBERSHIPS	1,000.00		25.00	975.00	3%	200.00	0.00		-792.00	
		PW ADMIN ADVERTISING	1,200.00		0.00	1,200.00	0%	1,200.00	0.00		932.22	
Public Wo		100	427,516.00		94,611.10	332,904.90	22%	417,347.00	26,676.41	70,836.88	346,510.12	17%

			Fiscal Year 2017				F	iscal Year 2016				
Function	Account Number	ACCOUNT DESCRIPTION	Budget	Month to Date Transactions	Year to Date Transactions	Balance Year	Percent Collected	Budget	Month to Date Transactions	Year to Date Transactions	Balance Year	Percent Collected
Tunction	01-442-202-0000		16,000.00	1,032.86	4,715.91	11,284.09	29%	15,000.00	53.74	3,908.31	11,091.69	26%
	01-442-205-0000		80,000.00	0.00	0.00	80,000.00	0%	80,000.00	0.00	0.00	80,000.00	
	01-442-208-0000	RDWY/SWK - WINTER SAND	6,200.00	0.00	0.00	6,200.00	0%	6,200.00	0.00	0.00	6,200.00	
	01-442-213-0000	RDWY/SWK - PAVEMENT MARKING	3,500.00	0.00	0.00	3,500.00	0%	3,000.00	0.00	0.00	3,000.00	
	01-442-250-0000	RDWY/SWK - COLD MIX	3,000.00		0.00	3,000.00	0%	2,800.00	0.00	0.00	2,800.00	
	01-442-251-0000	RDWY/SWK - HOT TOP	155,000.00	0.00	0.00	155,000.00	0%	125,000.00	0.00	0.00	125,000.00	
	01-442-402-0000	RDWY/SWK - EQUIPMENT LEASE	13,200.00		10,727.50	2,472.50	81%	12,500.00	0.00	0.00	12,500.00	
	01-442-514-0000	RDWY/SWK - CONTRACT STREET MAR	6,000.00		0.00	6,000.00	0%	6,000.00	0.00	0.00	6,000.00	
	01-442-516-0000	RDWY/SWK - CONTRACT WINTER EQU	15,000.00		0.00	15,000.00	0%	15,000.00	0.00	0.00	15,000.00	
	01-442-527-0000	RDWY/SWK - CURBSIDE WEED CONTR	3,000.00		1,900.00	1,100.00	63%	3,000.00	950.00	950.00	2,050.00	
	01-442-528-0000	RDWY/SWK - TREE SERVICE	3,000.00		0.00	3,000.00	0%	3,000.00	0.00	0.00	3,000.00	
	01-442-531-0000	RDWY/SWK - WEATHER SERVICE	2,070.00		0.00	2,070.00	0%	2,070.00	0.00	0.00	2,070.00	
	01-442-704-0000	RDWY/SWK - ENGINEERING	25,000.00		0.00	25,000.00	0%	25,000.00	0.00	0.00	25,000.00	
	01-442-705-0000	RDWY/SWK CONSTRUCTION	0.00		0.00	0.00	0%	88,000.00	0.00	7,163.63	80,836.37	
Roadways	& Sidewalks	RDW1/3WR CONSTRUCTION	330,970.00		17,343.41	313,626.59	5%	386,570.00	1,003.74	12,021.94	374,548.06	3%
	01-446-202-0000	STREET LIGHT - FIXTURES	2,000.00	0.00	0,00	2,000.00	0%	2,000.00	0.00	397.05		
	01-446-302-0000	77.77 (10.07.07.07.07.07.07.07.07.07.07.07.07.07	47,000.00	3,859.33	7,572.63	39,427.37	16%	44,250.00	3,813.41		37,507.46	
Street Ligh			49,000.00		7,572.63	41,427.37	15%	46,250.00	3,813.41	7,139.59	39,110.41	15%

			Fiscal Year 2017					Fiscal Year 2016				
				00000 NEWSON NO. 0000000 NASO-	Halder Colors D. Certifold (1900)		**********					Percent
				Month to Date	Year to Date	n-1 V	Percent	Budget	Month to Date Transactions	Year to Date Transactions	Balance Year	Collected
Function		ACCOUNT DESCRIPTION	Budget	Transactions	Transactions	Balance Year	Collected	61.382.00	4,918.32	13,019.03	48,362.97	21%
	01-448-101-0000	BLD/GRNDS - FULL-TIME SALARIES	63,461.00	7,750.29	15,205.40	48,255.60	24%	3,000.00	616.44	998.94	2.001.06	33%
	01-448-102-0000	BLD/GRNDS - OVERTIME	3,000.00	150.09	619.79	2,380.21	21% 26%	88,420.00	6,747.73	22,024.45	66,395.55	25%
	01-448-103-0000	BLD/GRNDS - PART TIME SALARIES	86,247.00	10,511.37	22,440.51	63,806.49	15%	10,000.00	1,267.67	1,385.64	8,614.36	14%
	01-448-202-0000	BLD/GRNDS - GENERAL SUPPLIES	10,000.00	827.09	1,452.43	8,547.57	20%	10,000.00	1,239.76	2,465.29	8,434.71	23%
	01-448-302-0000	BLD/GRNDS - ELECTRICITY-TOWN HALL	12,000.00	1,359.87	2,393.22	9,606.78			85.63	178.18	1,121.82	14%
	01-448-302-0406	BLD/GRNDS - ELECTRICITY - PARKS	1,300.00	93.12	193.78	1,106.22	15%	1,300.00		2,589.53	9,210.47	22%
	01-448-302-0438	BLD/GRNDS - ELECTRICITY POLICE	13,500.00	1,275.03	2,276.81	11,223.19	17%	11,800.00	1,268.31		19,107.96	20%
	01-448-302-0441	BLD/GRNDS - ELECTRICITY YOUNGS LANE	25,000.00	2,593.88	4,554.75	20,445.25	18%	24,000.00	2,315.78	4,892.04	26,000.00	0%
	01-448-303-0000	BLD/GRNDS - HEAT & OIL - TOWN HALL	23,000.00	0.00	0.00	23,000.00	0%	26,000.00	0.00	0.00	9919566333666	4%
	01-448-303-0438	BLD/GRNDS - HEAT & OIL - POLICE	4,100.00	0.00	0.00	4,100.00	0%	3,000.00	0.00	109.00	2,891.00	0%
	01-448-303-0441	BLD/GRNDS - HEAT & OIL - YOUNGS LANE	39,000.00	0.00	0.00	39,000.00	0%	39,000.00	0.00	0.00	39,000.00	
	01-448-304-0000	BLD/GRNDS - WATER/SEWER TOWN HALL	4,000.00	0.00	1,215.93	2,784.07	30%	4,000.00	810.08	4,400.03	-400.03	110%
	01-448-304-0150	BLD/GRNDS-WATER/SEWER COMMUNITY		0.00	354.75	-354.75	0%	0.00	0.00	0.00	0.00	0%
	01-448-304-0438	BLD/GRNDS - WATER/SEWER - POLICE	525.00	0.00	144.30	380.70	27%	800.00	53.88	227.99	572.01	28%
	01-448-304-0441	BLD/GRNDS - WATER/SEWER - YOUNGS LA	1,950.00	0.00	599.50	1,350.50	31%	1,800.00	144.29	615.13	1,184.87	34%
	01-448-401-0110	BLD/GRNDS - YOUNGS LANE MAINT	14,000.00	135.00	935.37	13,064.63	7%	14,000.00	67.50	1,897.78	12,102.22	
	01-448-401-0120	BLD/GRNDS - TOWN HALL MAINTENANC	13,000.00	121.71	621.85	12,378.15	5%	13,000.00	2,875.30	3,997.55	9,002.45	31%
	01-448-401-0125	BLD/GRNDS - ELEVATOR MAINTENANCE	2,500.00	0.00	585.19	1,914.81	23%	2,400.00	0.00	562.14	1,837.86	
	01-448-401-0140	BLD/GRNDS - PARKS MAINTENANCE	8,000.00	23.10	149.10	7,850.90	2%	8,000.00	307.25	1,112.47	6,887.53	14%
	01-448-401-0150	BLD/GRNDS - COMMUNITY CENTER MAI	7,500.00	291.36	1,307.25	6,192.75	17%	7,500.00	2,336.44	2,692.95	4,807.05	36%
	01-448-401-0151	BLD/GRNDS - COMM CTR ELECTRICITY	12,000.00	1,554.13	2,882.71	9,117.29	24%	12,000.00	1,350.11	2,870.91	9,129.09	24%
	01-448-401-0152	BLD/GRNDS - COMM CENTR HEAT OIL	14,000.00	89.93	1,245.44	12,754.56	9%	14,000.00	0.00	126.52	13,873.48	1%
	01-448-401-0153	BLD/GRNDS - SENIOR CENTER ELECTRICITY	7,000.00	338.25	643.87	6,356.13	9%	0.00	398.65	768.75	-768.75	
	01-448-401-0154	BLD/GRNDS - SENIOR CTR HEAT	5,000.00	0.00	206.55	4,793.45	4%	0.00	0.00	0.00	0.00	
	01-448-401-0160	BLD/GRNDS - BANDSTAND MAINTENANC	100.00	0.00	0.00	100.00	0%	100.00	0.00	850.00	-750.00	850%
	01-448-401-0170	BLD/GRNDS - HAND TUB MAINTENANCE	300.00	15.32	42.40	257.60	14%	300.00	19.16	62.43	237.57	21%
	01-448-401-0175	BLD/GRNDS - DAM MAINTENANCE	3,000.00	55.25	188.55	2,811.45	6%	3,000.00	43.54	93.82	2,906.18	3%
	01-448-401-0180	BLD/GRNDS - TOWN CLOCK MAINTENAN	250.00	0.00	0.00	250.00	0%	2,000.00	0.00	227.50	1,772.50	
	01-448-401-0438	BLD/GRNDS - POLICE BUILDING MAINTENA	11,500.00	1,121.56	4,613.20	6,886.80	40%	10,000.00	1,077.00	1,122.00	8,878.00	
	01-448-402-0000	BLD/GRNDS - EQUIPMENT MAINTENANC	2,500.00	222.00	444.00	2,056.00	18%	2,500.00	216.00	479.00	2,021.00	
	01-448-405-0000	BLD/GRNDS - GROUNDS MAINTENANCE	32,000.00	53.81	5,321.80	26,678.20	17%	32,000.00	4,325.56	11,360.30	20,639.70	
	01-448-533-0000	BLD/GRNDS - MOSQUITO CONTROL	60,000.00	0.00	20,000.00	40,000.00	33%	55,000.00	0.00	0.00	55,000.00	
	01-448-800-0000	BLD/GRNDS - EQUIPMENT PURCHASE	2,500.00	0.00	0.00	2,500.00	0%	7,000.00	0.00	0.00	7,000.00	
Building 8			482,233.00	28,582.16	90,638.45	391,594.55	19%	468,202.00	32,484.40	81,129.37	387,072.63	17%
	01-449-101-0000	CEM - FULL TIME SALARIES	19,053.00	2,314.63	4,916.07	14,136.93	26%	18,263.00	1,335.12	3,713.37	14,549.63	
	01-449-103-0000	CEM - PART TIME SALARIES	11,050.00		3,588.26	7,461.74	32%	11,050.00	1,018.02	2,533.50	8,516.50	
	01-449-202-0000	CEM - GENERAL SUPPLIES	500.00		308.46	191.54	62%	1,000.00	8.25	45.50	954.50	
	01-449-302-0000	CEM - ELECTRICITY	250.00		0.00	250.00	0%	250.00	15.15	30.66	219.34	
	01-449-402-0000	CEM - EQUIPMENT MAINT	800.00		0.00	800.00	0%	800.00	0.00	0.00	800.00	0%
	01-449-702-0000	CEM - CONTRACTED SERVICES	5,000.00		0.00	5,000.00	0%	5,000.00	0.00	0.00	5,000.00	0%
	01-449-800-0000		600.00	0.00	0.00	600.00	0%	600.00	0.00	299.00	301.00	50%
Cemetery		CLIN LEGOR MENT I ONCHASE	37,253.00		8,812.79	28,440.21	24%	36,963.00	2,376.54	6,622.03	30,340.97	18%

			Fiscal Year 2017					Fiscal Year 2016				
Function	Account Number	ACCOUNT DESCRIPTION	Budget	Month to Date Transactions	Year to Date Transactions	Balance Year	Percent Collected	Budget	Month to Date Transactions	Year to Date Transactions	Balance Year	Percent Collected
		MEINGLE GENERAL CURRULES	3,000.00	117.18	423.54	2,576,46	14%	5,000.00	224.37	414.92	4,585.08	8%
		VEHICLE - GENERAL SUPPLIES	16,000.00		308.45	15,691.55	2%	16,000.00	-2,941.20	-186.66	16,186.66	-1%
		VEHICLE - GASOLINE	38,000.00		2,741.67	35,258.33	7%	37,000.00	281.52	2,386.85	34,613.15	6%
	01-452-210-0000	VEHICLE - DIESEL FUEL			0.00	0.00	0%	1,500.00		0.00	1,500.00	0%
	01-452-214-0000	VEHICLE - OIL	0.00		10,218.44	49,781.56	17%	54,000.00	0.00	1,381.91	52,618.09	39
	01-452-402-0000	VEHICLE - EQUIP MAINT	Design and the second		6,980.68	41,019.32	15%	48,000.00	5,072.09	7,412.77	40,587.23	159
	01-452-403-0000	VEHICLE - VEHICLE MAINT PUBLIC WORKS	48,000.00		7	2,000.00	0%	2,000.00	0.00	847.18	1,152.82	429
	01-452-403-0406	VEHICLE - VEHICLE MAINT REC	2,000.00		0.00	13,576.67	9%	14,000.00	390.72	2,590.97	11,409.03	199
	01-452-403-0438	VEHICLE- VEHICLE MAINT POLICE	15,000.00		1,423.33	19,299.83	4%	16,000.00	1,136.16	3,929.10	12,070.90	259
	01-452-403-0461	VEHICLE - VEHICLE MAINT FIRE	20,000.00		700.17		0%	1,200.00		0.00	1,200.00	09
	01-452-404-0000	VEHICLE - RADIO MAINT	1,500.00		0.00	1,500.00	28%	3,000.00		199.00	2,801.00	79
	01-452-800-0000	VEHICLE - EQUIP PURCHASE	3,000.00		850.00	2,150.00		197,700.00		18,976.04	178,723.96	
Vehicle			206,500.00	7,465.91	23,646.28	182,853.72	11%	197,700.00	4,103.00	18,570.04	176,723.30	10,
	01-461-101-0000	FIRE/RES - FULL TIME SALARIES	84,779.00	10,210.54	20,318.71	64,460.29	24%	82,298.00	6,714.54	17,474.94	64,823.06	
	01-461-102-0000	FIRE/RES - OVERTIME	14,000.00		4,303.27	9,696.73	31%	14,000.00	1,921.65	4,917.84	9,082.16	
	01-461-103-0000	FIRE/RES - PART TIME SALARIES	134,808.00	CANADA CA	35,073.14	99,734.86	26%	119,012.00	11,462.77	31,834.25	87,177.75	
	01-461-190-0000	FIRE/RES - TRAINING/STAFF DEVELOPMEN	- 25		1,985.29	16,014.71	11%	12,500.00	39.95	4,089.69	8,410.31	339
	01-461-193-0000	FIRE/RES - UNIFORMS	12,000.00			8,791.98	27%	10,000.00	5,341.73	7,701.63	2,298.37	
	01-461-201-0000	FIRE/RES - POSTAGE	75.00			69.89	7%	75.00	1.68	40.10	34.90	
	01-461-202-0000	FIRE/RES - GENERAL SUPPLIES	6,500.00			5,365.05	17%	6,500.00	0.00	822.08	5,677.92	
	01-461-202-0046	FIRE/RES - MEDICAL SUPPLIES	13,500.00			10,933.57	19%	12,500.00	768.29	2,637.67	9,862.33	
	01-461-202-0046	FIRE/RES - GASOLINE	1,200.00			1,090.54	9%	1,200.00	159.21	254.47	945.53	219
		FIRE/RES - DIESEL FUEL	8,700.00			7,157.67	18%	8,700.00	1,398.72	2,237.95	6,462.05	
	01-461-210-0000	FIRE/RES - DIESEL FUEL FIRE/RES - AMBULANCE EXPENSES	10,000.00			8,324.76	17%	16,000.00		835.09	15,164.91	5
	01-461-220-0000	FIRE/RES - COMMUNICATION SERVICES	6,500.00			5,357.73	18%	6,000.00		794.33	5,205.67	13
	01-461-301-0000		4,200.00				53%	4,200.00		3,172.00	1,028.00	76
	01-461-310-0002	FIRE/RES - DUES/SUBSCRIPTIONS	900.00				0%	900.00		850.33	49.67	94
	01-461-310-0055	FIRE/RES - FIRE PREVENTION	15,000.00					12,500.00		7,860.93	4,639.07	63
	01-461-402-0000		2,400.00	(I)			81%	2,200.00			101.86	95
	01-461-518-0000	FIRE/RES - HAZMAT	1,200.00				0%	600.00		0.00	600.00	0
	01-461-530-0000	FIRE/RES - MUTUAL AID CONTRACT	25,000.00					25,000.00			23,672.72	. 5
F: 0.D	01-461-800-0000	FIRE/RES - EQUIP PURCHASE	358,762.00					334,185.00			245,236.28	27
Fire & Re	scue		330,702.00	20,030.04								
	01-463-103-0000	EM - PART TIME SALARIE	750.00				100%					
	01-463-190-0000	EM - TRAINING/STAFF DE	750.00									
	01-463-202-0000	EM - GENERAL SUPPLIES	450.00				0%					
Emergen	cy Management		1,950.00	0.00	750.00	1,200.00	38%	1,950.00	0.00	992.00	958.00	519

			iscal Year 2017					Fiscal Year 2016				
		A SECURIT DESCRIPTION	Budget	Month to Date	Year to Date	Balance Year	Percent Collected	Budget	Month to Date Transactions	Year to Date Transactions	Balance Year	Percent Collected
Function	Account Number	ACCOUNT DESCRIPTION	puuget	Hallsactions	Transactions							
	01 100 013 0000	GRANTS - MEM DAY PARADE	2.000.00	0.00	0.00	2,000,00	0%	2,000.00	0.00	0.00	2,000.00	0%
		GRANTS - FESTIVAL SUPPORT	0.00	0.00	0.00	0.00	0%	15,500.00	0.00	0.00	15,500.00	0%
	01-480-813-0000	GRANTS - NWMKT ATHLETIC ASSOC	21,500.00	0.00	0.00	21,500.00	0%	21,500.00	0.00	0.00	21,500.00	0%
	01-480-814-0000	GRANTS - NWMKT SENIOR CITIZENS	2,000.00	0.00	2,000.00	0.00	100%	1,200.00	0.00	1,200.00	0.00	100%
	01-480-816-0000	GRANTS - NWMKT HISTORICAL SOCIETY	2,000.00	0.00	0.00	2,000.00	0%	2,000.00	0.00	0.00	2,000.00	0%
		GRANTS - C.O.A.S.T.	23,000.00	0.00	0.00	23,000.00	0%	23,000.00	0.00	0.00	23,000.00	0%
	01-480-817-0000	GRANTS - VETERANS MEMORIAL	500.00	0.00	0.00	500.00	0%	2,100.00	0.00	0.00	2,100.00	0%
	01-480-819-0000	GRANTS - NWMKT HANDTUB ASSOC.	2.000.00	0.00	0.00	2,000.00	0%	2,000.00	0.00	0.00	2,000.00	0%
Comments	01-480-819-0000	GRANTS - NAVIORT HANDTOD ASSOC.	53,000.00	0.00	2,000.00	51,000.00	4%	69,300.00	0.00	1,200.00	68,100.00	2%
Grants					8.							
	01 491 010 0000	SS GRANTS - RICHIE MCFARLAND	2,000.00	0.00	0.00	2,000.00	0%	2,000.00	0.00	2,000.00	0.00	100%
	01-481-913-0000	SS GRANTS - LAMPREY HEALTH CENTER	10,403.00	0.00	10,403.00	0.00	100%	10,403.00	0.00	10,403.00	0.00	100%
		SS GRANTS - CHILD & FAMILY SERVICE	4.000.00	0.00	0.00	4,000.00	0%	4,000.00	0.00	0.00	4,000.00	0%
		SS GRANTS - R.C.C.A.P.	9,000.00	0.00	9,000.00	0.00	100%	9,000.00	0.00	9,000.00	0.00	100%
		SS GRANTS - R.S.V.P.	600.00	0.00	600.00	0.00	100%	0.00	0.00	0.00	0.00	0%
		SS GRANTS - A SAFE PLACE	1,200.00	0.00	0.00	1,200.00	0%	1,200.00	0.00	0.00	1,200.00	0%
		SS GRANTS - BIG BROTHER/BIG SISTER	1,000.00	0.00	0.00	1,000.00	0%	1,000.00	0.00	0.00	1,000.00	0%
		SS GRANTS - SEACOAST MENTAL HEALTH	2,000.00	0.00	0.00	2,000.00	0%	2,000.00	0.00	0.00	2,000.00	0%
		SS GRANTS - LINKED TOGETHER	4,000.00		0.00	4,000.00	0%	4,000.00	0.00	0.00	4,000.00	0%
		SS GRANTS - ROCKINGHAM COUNTY NUTR	5,326.00		5,623.00	-297.00	106%	5,326.00	0.00	5,326.00	0.00	
		SS GRANTS - AIDS RESPONSE	500.00		0.00	500.00	0%	500.00	0.00	0.00	500.00	
	01-481-926-0000		1,000.00	0.00	0.00	1,000.00	0%	1,000.00	0.00	0.00	1,000.00	
		SS GRANTS - READY RIDES	1,500.00	0.00	0.00	1,500.00	0%	1,500.00	0.00	1,500.00	0.00	
		OTHER GRANTS - CHILD ADVOCACY CENTER	500.00	0.00	0.00	500.00	0%	1,500.00	0.00	0.00	1,500.00	
Carial Can	vice Grant	OTTEN GRANTS CHIED NOTO GIVE	43,029.00	0.00	25,626.00	17,403.00	60%	43,429.00	0.00	28,229.00	15,200.00	65%
200ldi 261	vice Grant		\$0. 5 .00040000								2000	7 1015/8/23
	01-490-900-0011	CAP RES - REVALUATION	10,000.00	0.00	10,000.00	0.00	100%	10,000.00	0.00	10,000.00		
		CAP RES - FIRE DEPARTMENT	50,000.00	0.00	50,000.00	0.00	100%	50,000.00		50,000.00		
		CAP RES - ROADWAY IMPROVEMENTS	125,000.00	0.00	125,000.00	0.00	100%	125,000.00		125,000.00		
		CAP RES - PUBLIC WORKS	80,000.00	0.00	80,000.00	0.00	100%	130,000.00		130,000.00		
		CAP RES - POLICE VEHICLES	48,000.00	0.00	48,000.00	0.00		46,500.00		46,500.00		
		CAP RES - BUILDING IMPROVEMENT	50,000.00	0.00	50,000.00	0.00	100%	0.00		0.00		
		CAP RES - RECREATION FACILITIES	18,666.00	0.00	18,666.00	0.00		0.00		0.00		
	01-490-900-0028		10,000.00	0.00	10,000.00			10,000.00		10,000.00		
	01-490-900-0036		2,000.00	0.00	2,000.00			0.00				
		CAPITAL RESERVE POLICE DISPATCH EQUIP	29,449.00	0.00	29,449.00			29,449.00		29,449.00		
	01-490-900-0079		75,000.00	0.00	75,000.00			50,000.00		50,000.00		
	01-490-900-0085		75,000.00	0.00	75,000.00	0.00		50,000.00		50,000.00		
	01-490-900-0086		2,000.00	0.00	2,000.00	0.00		2,000.00				
		CAP RES - COMPENSATED ABSENCE EXP.TR	0.00	0.00	0.00		-			10,000.00		
Capital Re			575,115.00	0.00	575,115.00	0.00	100%	512,949.00	0.00	512,949.00	0.00	1009
Copilal											4 700 604 70	300
		General Fund	6,880,668.00	592,512.09	2,126,606.63	4,754,061.37	31%	6,650,247.00	359,652.08	1,850,645.21	4,799,601.79	289

			Fiscal Year 2017					Fiscal Year 2016				
Function	Account Number	ACCOUNT DESCRIPTION	Budget	Month to Date Transactions	Year to Date Transactions	Balance Year	Percent Collected	Budget	Month to Date Transactions	Year to Date Transactions	Balance Year	Percent Collected
		Management And as Napoleon William Address by		r 004 F0	11,965.33	42,134.67	22%	54,100.00	3,923.06	10,396.11	43,703.89	19%
	02-480-101-0000	LIBRARY - SALARIES	54,100.00	5,884.59	21,811.38	86,201.62	20%	114,235.00	6,970.08	17,478.30	96,756.70	15%
	02-480-103-0000	LIBRARY - PART TIME SALARIES	108,013.00	11,037.82	2,160.47	7,410.53	23%	10,712.00	699.00	1,799.10	8,912.90	17%
	02-480-150-0000	LIBRARY - FICA	9,571.00	1,068.26	505.26	1,732.74	23%	2,506.00	163.48	420.74	2.085.26	17%
	02-480-151-0000	LIBRARY - MEDICARE	2,238.00	249.84	1,445.73	13,554.27	10%	15,000.00	396.58	1,445.73	13,554.27	10%
	02-480-155-0000	LIBRARY - HEALTH INSURANCE	15,000.00	481.91		4,717.09	22%	6,032.00	438.20	1,166.72	4,865.28	19%
	02-480-156-0000	LIBRARY - RETIREMENT	6,043.00		1,325.91	4,717.09	34%	633.00	133.33	381.99	251.01	60%
	02-480-159-0000	LIBRARY - LIFE & DISABILITY	750.00		258.12	0.00	100%	2.352.00	0.00	2,352.00	0.00	100%
	02-480-160-0000	LIBRARY-WORKERS COMPENSATION	1,500.00		1,500.00		0%	2,816.00	0.00	0.00	2,816.00	0%
	02-480-161-0000	LIBRARY - UNEMPLOYMENT	2,495.00		0.00	2,495.00	0%	2,000.00	0.00	0.00	2,000.00	0%
	02-480-190-0000	LIBRARY - TRAINING/STAFF DEVELOPMENT			0.00	2,000.00		5,000.00	63.23	469.79	4,530.21	9%
	02-480-202-0000	LIBRARY - GENERAL SUPPLIES	5,000.00		1,034.18	3,965.82	21%	100	121.50	243.87	1,556.13	14%
	02-480-301-0000	LIBRARY - TELEPHONE	1,800.00		366.88	1,433.12	20%	1,800.00	1.158.75	2.315.95	7,684.05	23%
	02-480-302-0000	LIBRARY - ELECTRICITY	12,000.00		2,018.53	9,981.47	17%	10,000.00	0.00	2,313.93	13,800.00	0%
	02-480-303-0000	LIBRARY - HEAT & OIL	12,000.00		0.00	12,000.00	0%	13,800.00			505.42	28%
	02-480-304-0000	LIBRARY - WATER	700.00		210.45	489.55	30%	700.00		194.58	30,018.95	22%
	02-480-310-0005	LIBRARY - BOOKS/SUBSCRIPTIONS	39,394.00		11,203.90	28,190.10	28%	38,247.00				94%
	02-480-330-0000	LIBRARY - ELECTRONIC INFO - OTHER	9,500.00	0.00	7,377.00	2,123.00	78%	9,500.00		8,887.00	613.00	65%
	02-480-350-0000	LIBRARY - PROGRAMS	2,000.00	0.00	200.00	1,800.00	10%	2,000.00		1,295.25	704.75	
	02-480-401-0000	LIBRARY - BUILDING MAINTENANCE	23,000.00	1,191.00	47,249.59	-24,249.59	205%	15,000.00	337	8,083.57	6,916.43	54%
	02-480-402-0000	LIBRARY - EQUIPMENT MAINTENANCE/LEA	600.00	90.22	133.22	466.78	22%	600.00		86.00	514.00	14%
	02-480-504-0000	LIBRARY-PROPERTY LIABILITY INS	5,000.00	0.00	5,000.00	0.00	100%	5,000.00		5,000.00	0.00	
	02-480-800-0000	LIBRARY - EQUIPMENT PURCHASE	2,000.00	0.00	65.00	1,935.00	3%	2,000.00		0.00	2,000.00	
Library		550 E	314,704.00	25,651.51	115,830.95	198,873.05	37%	314,033.00	19,282.97	70,244.75	243,788.25	22%

		J.	iscal Year 2017					Fiscal Year 2016				
		-										
				Month to Date	Year to Date	20020 3559	Percent	220740000	Month to Date	Year to Date	Balance Year	Percent Collected
Function	Account Number	ACCOUNT DESCRIPTION	Budget	Transactions	Transactions	Balance Year	Collected	Budget	Transactions	Transactions		
	05-406-103-0000	RECREATION - PART TIME SALARIES	124,440.00	4,417.59	64,568.61	59,871.39	52%	100,440.00	688.25	63,564.03	36,875.97	63% 0%
	05-406-111-0000	RECREATION - WORK STUDY	2,000.00	0.00	0.00	2,000.00	0%	0.00	0.00	0.00	0.00	58%
	05-406-150-0000	RECREATION - FICA	7,715.00	350.68	4,080.06	3,634.94	53%	6,227.00	42.67	3,618.87	2,608.13 609.66	58%
	05-406-151-0000	RECREATION - MEDI	1,804.00	82.04	954.30	849.70	53%	1,456.00	9.97	846.34		0%
	05-406-190-0000	RECREATION - TRAINING/STAFF DEVELOPN	2,000.00	575.00	715.00	1,285.00	36%	1,400.00	0.00	0.00	1,400.00	59%
	05-406-192-0000	RECREATION - MEAL ALLOWANCE	350.00	0.00	9.60	340.40	3%	350.00	136.02	208.11	141.89	14%
	05-406-201-0000	RECREATION - POSTAGE	1,000.00	6.97	15.06	984.94	2%	400.00	6.31	54.91	345.09	45%
	05-406-202-0000	RECREATION - GENERAL SUPPLIES	1,650.00	275.46	290.00	1,360.00	18%	1,650.00	372.54	735.27	914.73	19%
	05-406-202-0034	RECREATION - ATHLETIC SUPPLIES	8,830.00	2,482.41	2,482.41	6,347.59	28%	7,830.00	1,480.07	1,480.07	6,349.93	
	05-406-202-0036	RECREATION - CLASS SUPPLIES	2,954.00	1,137.48	1,142.48	1,811.52	39%	2,154.00	952.00	1,044.82	1,109.18	49%
	05-406-302-0000	RECREATION - ELECTRICITY	0.00	115.93	115.93	-115.93	0%	0.00	-25.97	0.00	0.00	
	05-406-302-0001	RECREATION - FIELD LIGHTS	5,000.00	0.00	170.73	4,829.27	3%	5,000.00	222.58	464.43	4,535.57	9%
	05-406-310-0002	RECREATION - DUES/SUBSCRIPTIONS	150.00	0.00	-29.97	179.97	-20%	150.00	0.00	0.00	150.00	0%
	05-406-310-0003	RECREATION - ADVERTISING	800.00	0.00	0.00	800.00	0%	800.00	25.00	25.00	775.00	3%
	05-406-402-0000	RECREATION - EQUIPMENT MAINTENANCE	2,000.00	88.24	1,338.20	661.80	67%	1,000.00	90.00	180.00	820.00	18%
	05-406-460-0000	RECREATION - BANK FEES	0.00	361.46	1,428.93	-1,428.93	0%	0.00		0.00	0.00	
	05-406-501-0000	RECREATION - PRINTING & PUBLISHING	8,163.00	0.00	0.00	8,163.00	0%	8,163.00	0.00	0.00	8,163.00	0%
	05-406-508-0000	RECREATION - BUS TRIPS	36,000.00	4,938.39	19,420.44	16,579.56	54%	36,000.00	5,176.73	25,318.29	10,681.71	70%
	05-406-702-0000	RECREATION - CONTRACTUAL SERVICES	5,000.00	0.00	0.00	5,000.00	0%	0.00		0.00	0.00	
	05-406-800-0000	RECREATION - EQUIPMENT PURCHASE	3,000.00	190.08	190.08	2,809.92	6%	2,000.00	0.00	0.00	2,000.00	0%
	05-406-902-0000	RECREATION - SUMMER CAMP	9,000.00	839.55	13,210.21	-4,210.21	147%	9,000.00	1,012.23	8,264.24	735.76	
	05-406-902-0037	RECREATION - TEEN CAMP	2,500.00	38.88	1,343.94	1,156.06	54%	2,500.00	144.69	1,099.27	1,400.73	449
	05-406-904-0000	RECREATION - SUNRISE SUNSET SR CTR	3,927.00	147.00	203.40	3,723.60	5%	3,000.00	674.50	706.00	2,294.00	
	05-406-905-0000	RECREATION - SPLASH PAD	5,000.00	0.00	0.00	5,000.00	0%	0.00	0.00	0.00	0.00	
	05-406-906-0000		10,150.00	589.44	3,768.57	6,381.43	37%	10,150.00	-300.00	1,573.99	8,576.01	16%
Recreation		Meanamen eresments	243,433.00	16,636.60	115,417.98	128,015.02	47%	199,670.00	10,707.59	109,183.64	90,486.36	559
					15							
	07-450-103-0000	SW - PART TIME	11,156.00	1,366.55	2,894.23	8,261.77	26%	10,881.00			8,608.67	
	07-450-202-0000	SW - GENERAL SUPPLIES	15,000.00	25.28	12,401.91	2,598.09	83%			43.85		
		SW - DUES/SUBSCRIPTIONS	800.00	0.00	0.00	800.00	0%	800.00	0.00	0.00		
		SW - EQUIPMENT LEASE	1,200.00	50.00	100.00	1,100.00	8%	1,200.00	47.00			
		SW - VEHICLE MAINTENANCE	6,500.00	0.00	0.00	6,500.00	0%	1,500.00	0.00	0.00	50	
		SW - PRINTING & PUBLICATION	500.00	0.00	0.00	500.00	0%	500.00	0.00	0.00	500.00	
		SW - FREON REMOVAL	2,300.00	0.00	0.00	2,300.00	0%	1,000.00	0.00	0.00		
		SW - HOUSEHOLD HAZARDOUS	10,000.00	0.00	0.00	10,000.00	0%	0.00	0.00			
		SW - SPRING CLEAN-UP	0.00		0.00	0.00	0%	35,000.00	0.00	0.00	5 75 A THE THE STREET	
		SW - LAMPREY REG. CO-OP	2,100.00	0.00	0.00	2,100.00	0%	2,100.00	0.00	0.00	2,100.00	
		SW - MSW CONTRACT	163,000.00		21,616.76	141,383.24	13%	142,000.00				
		SW - RECYCLING CONTRACT	152,000.00		28,463.88	123,536.12	19%	152,000.00	11,714.58	23,441.21		
		SW - CONSTRUCTION DEBRIS	47,000.00		10,761.23	36,238.77	23%	47,000.00	3,644.75	8,715.65		
		SW - POST CLOSURE LANDFILL TEST	30,000.00		A. A. G. B. C.	28,918.75	4%	30,000.00	0.00	572.53	29,427.47	
		SW - EQUIPMENT PURCHASE	5,800.00		0.00	5,800.00	0%	0.00	0.00	0.00		
Solid Was		The second district the second	447,356.00			370,036.74	17%	443,981.00	30,304.13	61,359.10	382,621.90	14%

			Fiscal Year 2017					Fiscal Year 2016				
Function	Account Number	ACCOUNT DESCRIPTION	Budget	Month to Date Transactions	Year to Date Transactions	Balance Year	Percent Collected	Budget	Month to Date Transactions	Year to Date Transactions	Balance Year	Percent Collected
				70700700		100 157 35	24%	121,009.00	9,329.00	23,926.22	97,082.78	20%
	20-451-101-0000	WATER - FULL TIME SALARIES	131,004.00	15,470.27	30,846.75	100,157.25	1000000	8,500.00	486.16	1,227.70	7,272.30	14%
	20-451-102-0000	WATER - OVERTIME	10,000.00	722.70	1,854.31	8,145.69	19%	0.00	705.26	1,737.92	-1,737.92	0%
	20-451-103-0000	WATER - PART TIME SALARIES	8,487.00	0.00	439.30	8,047.70	5% 23%	8,150.00	612.65	1,549.64	6,600.36	19%
	20-451-150-0000	WATER - FICA	8,150.00	917.10	1,851.20	6,298.80		1,906.00	143.28	360.05	1,545.95	19%
	20-451-151-0000	WATER - MEDICARE	1,906.00	214.48	426.45	1,479.55	22%		0.00	6,702.30	25,080.70	21%
	20-451-155-0000	WATER - HEALTH INSURANCE	47,153.00	3,416.64	10,249.92	36,903.08	22%	31,783.00		2,777.57	11,379.43	20%
	20-451-156-0000	WATER - RETIREMENT	14,157.00	1,792.00	3,583.83	10,573.17	25%	14,157.00	1,079.61	245.67	1,296.33	16%
	20-451-159-0000	WATER - LIFE/DISABILITY INSURANCE	1,542.00	117.19	337.45	1,204.55	22%	1,542.00	87.89	4,939.00	0.00	100%
	20-451-160-0000	WATER - WORKERS COMPENSATION	4,939.00	0.00	4,939.00	0.00	100%	4,939.00	0.00	4,939.00	2,201.00	0%
	20-451-161-0000	WATER - UNEMPLOYMENT	2,201.00	0.00	0.00	2,201.00	0%	2,201.00	0.00		5-4400Th 420000	12%
	20-451-190-0000	WATER - TRAINING/STAFF DEVELOPMENT	2,000.00	0.00	0.00	2,000.00	0%	1,500.00	0.00	180.00	1,320.00	8%
	20-451-193-0000	WATER - UNIFORMS	2,500.00	193.26	484.17	2,015.83	19%	2,700.00	61.68	205.50	2,494.50	0%
	20-451-198-0000	WATER - LONGEVITY	1,013.00	0.00	0.00	1,013.00	0%	1,013.00	0.00	0.00	1,013.00	27%
	20-451-201-0000	WATER - POSTAGE	6,500.00	9.62	489.23	6,010.77	8%	6,000.00	4.37	1,595.04	4,404.96	
	20-451-202-0000		3,000.00	25.95	103.91	2,896.09	3%	3,000.00		929.21	2,070.79	31%
	20-451-202-0002	3 1 2 2 2 2	1,050.00	0.00	0.00	1,050.00	0%	1,050.00		0.00	1,050.00	0%
	20-451-202-0003	WATER - ADVERTISING	2,500.00	0.00	0.00	2,500.00	0%	1,600.00			1,600.00	0%
	20-451-209-0000		3,700.00	319.63	618.15	3,081.85	17%	5,200.00			4,477.30	
	20-451-211-0000		20,000.00	0.00	0.00	20,000.00	0%	20,000.00			19,910.30	
	20-451-217-0000		18,000.00		1,758.35	16,241.65	10%	22,000.00			20,177.82	
	20-451-301-0000		3,800.00		673.38	3,126.62	18%	3,800.00				
	20-451-302-0000		53,000.00		7,263.01	45,736.99	14%	47,000.00	3,219.02	6,622.34	40,377.66	
	20-451-401-0000		7,000.00		1,299.62	5,700.38	19%	7,000.00	528.55	1,695.45		
	20-451-402-0000				0.00	4,000.00	0%	4,000.00	0.00	0.00		
	20-451-402-0000		5,000.00		155.19	4,844.81	3%	5,000.00	0.00	684.00		
	20-451-406-0000		50,000.00		4,729.37	45,270.63	9%	45,000.00	4,105.13	15,953.45	29,046.55	
			5,179.00			0.00	100%	4,280.00	0.00	4,280.00	0.00	
	20-451-504-0000		10,000.00		100		9%	15,000.00	671.22	1,767.22	13,232.78	
	20-451-702-0000		3,484.00		3,484.00			3,484.00	0.00	3,484.00	0.00	
	20-451-703-0000		25,000.00		0.000		0%	22,500.00	0.00	0.00	22,500.00	
	20-451-704-0000		364,000.00			- 25		364,000.00	0.00	364,000.00	0.00	
	20-451-900-0000		52,750.00							0.00	107,449.00	
	20-451-950-0000		39,798.00							0.00	40,288.00	
	20-451-951-0000		20,000.00								20,000.00	
	20-451-954-0000	WATER - LAND ACQUISITION	932,813.00		1000						498,901.48	47%
Water			932,813.00	32,793.22	445,045.05	,103.31			1/1 = 1-1-PO-PONISSONO-1000	AND THE PROPERTY OF THE PARTY O		

		Fis	cal Year 2017					Fiscal Year 2016				
		, <u></u>					average average					Percent
				Month to Date	Year to Date		Percent	85 N26 SX	Month to Date	Year to Date	Balance Year	Collected
Function	Account Number	ACCOUNT DESCRIPTION	Budget	Transactions	Transactions	Balance Year	Collected	Budget	Transactions	Transactions	173.799.74	17%
ranction		WW - FULL TIME SALARIES	230,469.00	26,567.32	53,166.96	177,302.04	23%	209,313.00	13,768.20	35,513.26	14,096.70	17%
		WASTEWATER - OVERTIME	19,000.00	1,453.21	2,692.01	16,307.99	14%	17,000.00	1,204.55	2,903.30 1,737.92	-1,737.92	0%
		WASTEWATER PART TIME SALARIES	8,487.00	0.00	439.30	8,047.70	5%	0.00	705.26	170	11,980.77	16%
	30-471-150-0000	WASTEWATER - FICA	14,204.00	1,582.78	3,340.37	10,863.63	24%	14,204.00	882.21	2,223.23 519.90	2,802.10	16%
	30-471-151-0000	WASTEWATER - MEDICARE	3,322.00	370.18	781.26	2,540.74	24%	3,322.00	206.30		71,891.01	18%
		WASTEWATER - HEALTH INSURANCE	71,120.00	5,918.10	17,754.31	53,365.69	25%	87,510.00	0.00	15,618.99	20,464.14	17%
		WASTEWATER - RETIREMENT	24,674.00	3,079.64	6,509.54	18,164.46	26%	24,674.00	1,644.51	4,209.86	1,777.61	19%
		WASTEWATER - LIFE/DISABILITY INSURANCE	2,195.00	221.54	520.82	1,674.18	24%	2,195.00	148.13	417.39	0.00	100%
		WASTEWATER - WORKERS COMPENSATION	5,899.00	0.00	5,899.00	0.00	100%	5,899.00	0.00	5,899.00	3,157.00	0%
	30-471-161-0000	WASTEWATER - UNEMPLOYMENT INSURAL	3,157.00	0.00	0.00	3,157.00	0%	3,157.00	0.00	0.00	750.00	0%
		WASTEWATER - EMPLOYEE TESTING	750.00	0.00	0.00	750.00	0%	750.00	0.00	0.00	3,260.00	7%
	30-471-190-0000	WASTEWATER - TRAINING/STAFF DEVELOF	5,000.00	110.00	508.00	4,492.00	10%	3,500.00	0.00	240.00		10%
	30-471-193-0000	WASTEWATER - UNIFORMS	3,700.00	185.00	1,187.90	2,512.10	32%	3,600.00	98.37	355.87	3,244.13 1,913.00	
	30-471-198-0000	SEWER - LONGEVITY	1,913.00	0.00	0.00	1,913.00	0%	1,913.00	0.00	0.00	53	
	30-471-201-0000	WASTEWATER - POSTAGE	6,500.00	9.62	500.74	5,999.26	8%	6,000.00	4.36	1,595.02	4,404.98	
	30-471-202-0000	WASTEWATER - GENERAL SUPPLIES	3,000.00	1,353.09	1,610.98	1,389.02	54%	3,000.00	264.87	1,005.31	1,994.69 725.00	
		WASTEWATER - DUES/SUBSCRIPTIONS	800.00	0.00	0.00	800.00	0%	800.00	0.00	75.00		
	30-471-202-0003	WASTEWATER - ADVERTISING	2,000.00	0,00	0.00	2,000.00	0%	1,500.00	311.14	311.14	1,188.86	
	30-471-209-0000	WASTEWATER - GASOLINE	5,000.00	134.38	334.86	4,665.14	7%	5,000.00	399.81	639.03	4,360.97	
	30-471-205-0000	WASTEWATER - LAB SUPPLIES	30,000.00	506.83	5,416.72	24,583.28	18%	20,000.00	2,904.68	4,006.06	15,993.94	
	30-471-217-0000	WASTEWATER - CHEMICALS	53,000.00	922.95	4,681.35	48,318.65	9%	40,000.00	2,055.00	4,156.40	35,843.60	
	30-471-301-0000	WASTEWATER - COMMUNICATION SERVIC	6,800.00	319.17	908.48	5,891.52	13%	6,800.00	486.78	1,050.11	5,749.89	
	30-471-302-0000	WASTEWATER - ELECTRICITY	144,000.00	1,812.20	8,970.48	135,029.52	6%	84,000.00	6,077.77	12,845.02	71,154.98	
	30-471-303-0000	WASTEWATER - HEAT & OIL	35,000.00	0.00	0.00	35,000.00	0%	30,000.00	0.00	0.00	30,000.00	
	30-471-401-0000	WASTEWATER - BUILDING MAINTENANCE	25,000.00	997.35	5,330.97	19,669.03	21%	23,000.00		1,244.16		
	30-471-403-0000	WASTEWATER - VEHICLE MAINTENANCE	5,000.00		1,191.99	3,808.01	24%	5,000.00		898.20		
	30-471-406-0000	WASTEWATER - SYSTEM MAINTENANCE	50,000.00	5,748.96	8,752.82	41,247.18	18%	50,000.00		2,788.62		
	30-471-504-0000	WASTEWATER - PROPERTY/LIABILITY INSUI	10,575.00		10,575.00	0.00		8,740.00				
	30-471-538-0000	WASTEWATER - SLUDGE DISPOSAL	55,000.00		2,464.25	52,535.75		30,000.00		11,357.12		
	30-471-702-0000	WASTEWATER - CONTRACT SERVICES	13,000.00	0.00	1,082.50	11,917.50	8%	17,500.00		3,287.00		
	30-471-702-0000	WASTEWATER - AUDIT	3,425.00		3,425.00	0.00	100%	3,425.00				
	30-471-703-0000	WASTEWATER - ENGINEERING	30,000.00		4,711.87	25,288.13		30,000.00				
	30-471-804-0000	WASTEWATER - NPDES PERMITS	0.00		0.00	0.00		60,000.00				
	30-471-804-0000	WASTEWATER - TRANSFER TO CAPITAL RES	174,200.00		174,200.00	0.00		164,200.00				
	30-471-950-0000		102,540.00		23,500.00	79,040.00	23%	102,540.00				
		WW - BONDS & NOTES INTEREST	29,238.00		11,671.04	17,566.96		32,895.00				
Sewer	30-471-931-0000	THE PONDS & HOLES INTEREST	1,177,968.00		362,128.52	815,839.48	31%	1,101,437.00	72,652.59	327,165.87	774,271.13	30
sewer				3 10000000					F44 740 24	2,866,748.09	6,789,670.91	30
		Total Operating Budget	9,996,942.00	791,940.60	3,242,946.43	6,753,995.57	32%	9,656,419.00	514,740.34	2,866,748.05	0,765,070.93	30

Town of Newmarket, New Hampshire <u>Revenue Report ^{a b}</u> For the Period Ended September 30, 2016

		F	iscal Year 201	7				Fiscal Year 2016				
				at the city of the Andrews					Month to			
				Month to			1925 WI		Date			Percent
				Date	Year to Date	Naconali disconala vistori	Percent		Transactio	Year to Date	Balance Year	(4.000000000000000000000000000000000000
Function	Account Number	ACCOUNT DESCRIPTION				Balance Year		Budget	ns	Transactions		52%
	01-310-000-1001	REAL ESTATE TAXES	0.00	0.00			0%	17,858,168.00	0.00	9,237,133.00	8,621,035.00 0.00	
	01-310-000-1003	LAND USE CHANGE TAX	3,755.00	12,500.00	13,222.50	-9,467.50	352%	3,755.00	0.00	3,755.00 0.00	1,500.00	0%
	01-310-000-1004	YIELD TAXES	1,500.00	0.00	0.00	1,500.00	0%	1,500.00	0.00		10,256.00	
	01-310-000-1005	PAYMENTS IN LIEU OF TAXES	19,175.00	0.00	0.00	19,175.00	0%	23,601.00	0.00	13,345.00		9%
	01-310-000-1006	INTEREST & PENALTIES ON CURRENT PROP	27,000.00	954.40	3,038.34	23,961.66	11%	27,000.00	941.76	2,464.95	24,535.05	
	01-310-000-1007	REDEMPTION INTEREST	60,000.00	1,232.16	4,044.69	55,955.31	7%	79,000.00	3,181.45	10,067.54	68,932.46 -78.013.00	VA-01000000
		OVERLAY	0.00	0.00	0.00	0.00	0%	-78,013.00	0.00	0.00		
		INTEREST & PENALTIES ON OTHER TAXES	0.00		43.40	-43.40	0%	0.00	0.00	0.00	0.00	13331
	01-310-002-1011	LIEN COST RECOVERY UTILITIES	0.00	0.00	0.00	0.00	0%	0.00	0.00	18.50	-18.50	52%
Taxes (Rea	al estate), land use, l	PILOT, interest on taxes	111,430.00	14,686.56	9,090,904.93	-8,979,474.93	8158%	17,915,011.00	4,123.21	9,266,783.99	8,648,227.01	52%
	01-330-000-1013	MV MAIL-IN FEES	0.00	543.00	1,833.00	-1,833.00	0%	0.00	605.00	1,896.00	-1,896.00	55555777
	01-330-000-1014	MV PERMIT, LOCAL CLERK & TRANSFER FEI	1,258,000.00	109,307.00	363,067.60	894,932.40	29%	1,258,000.00	121,454.00	364,741.00	893,259.00	
		MOTOR VEHICLE STICKERS	26,000.00		7,896.00	18,104.00	30%	26,000.00	2,661.00	8,151.00	17,849.00	
	01-330-000-1016	BOAT REGISTRATIONS	3,000.00	0.00	318.80	2,681.20	11%	3,000.00	48.60	600.12	2,399.88	S10000 HE
	01-330-000-1017	MV TITLE FEES	3,000.00	376.00	1,154.00	1,846.00	38%	3,000.00	402.00	1,150.00	1,850.00	
	01-330-000-1018	DOG LICENSES	0.00	235.00	1,429.50	-1,429.50	0%	0.00	45.50	1,706.50	-1,706.50	
	01-330-000-1019	VITAL STATISTICS	0.00	432.00	1,514.00	-1,514.00	0%	0.00	406.00	1,505.00	-1,505.00	
	01-330-000-1020	UCC'S	0.00	0.00	270.00	-270.00	0%	0.00	0.00	90.00	-90.00	
	01-330-000-1022	POLICE - DOG ORDINANCE FINES	0.00	0.00	125.00	-125.00	0%	0.00	0.00	30.00	-30.00	
	01-330-000-1024	BUILDING PERMITS	66,000.00	21,535.00	34,891.00	31,109.00	53%	66,000.00	4,875.00	12,307.00	53,693.00	
	01-330-000-1025	MISC LICENSES, PERMITS & Fees	50,300.00		313.88	49,986.12	1%	50,300.00	149.75	373.83	49,926.17	
		FRANCHISE RENEWAL AGREEMENT	150,000.00		46,821.34	103,178.66	31%	150,000.00	0.00	44,818.86	105,181.14	
Licenses,	permit and fees		1,556,300.00	134,903.46	459,634.12	1,096,665.88	30%	1,556,300.00	130,646.85	437,369.31	1,118,930.69	28%
S-100												u racewa
	01-320-000-1012	HIGHWAY BLOCK GRANT	173,078.00	0.00	55,312.73	117,765.27	32%	173,078.00	0.00		121,154.47	
	01-320-000-1014	MISC, GRANTS	25,137.00	0.00	0.00	25,137.00	0%	23,414.00	0.00		23,414.00	
	01-320-000-1015	MEALS AND ROOM TAX DISTRIBUTION	442,238.00	0.00	0.00	442,238.00	0%	439,966.00	0.00		439,966.00	
	01-320-000-1042	RAILROAD TAX	0.00	0.00	1,393.49	-1,393.49	0%	655.00	0.00		0.24	
	30-320-000-1073	WASTEWATER - STATE REVENUE	18,961.00	0.00	23,989.00	-5,028.00	127%	20,110.00	0.00	23,989.00	-3,879.00	
From Stat	e	8	659,414.00	0.00	80,695.22	578,718.78	12%	657,223.00	0.00	76,567.29	580,655.71	12%
					10.25	20002			0.00	0.00	50.00	0%
	01-340-000-1025	POLICE SEX OFFENDER RECEIPTS	50.00		0.00			1			1,869.00	
	01-340-000-1027	PLANNING/ZONING RECEIPTS	2,000.00					2,000.00			753.50	
	01-340-000-1028	POLICE REPORT FEES	1,200.00		288.00			- 50				
	01-340-000-1031	AMBULANCE RECEIPTS	138,598.00		-11,141.23					0.0000000000000000000000000000000000000	127,572.72 5,000.00	
	01-340-000-1034	FIRE DEPARTMENT RECEIPTS	5,000.00		157.50			0.55	0.00		220.00	
	01-340-000-1036	COURT RECEIPTS	1,500.00		235.95						-44,095.90	
	01-340-000-1038	MISC. RECEIPTS	0.00		297.32				15 22		-1,585.00	
		PARKING TICKETS	0.00		2,800.00						89,784.32	
Charges f	or Services		148,348.00	1,207.50	-4,405.46	152,753.46	-3%	134,750.00	68,041.33	44,905.00	65,764.52	. 33/0
	01-340-000-1037	COPIER REVENUE	0.00	0.00	12.00	-12.00	0%	0.00	0.00	16.00	-16.00	
	01-340-000-1045	PARKING PERMITS	5,000.00	730.00	900.00	4,100.00	18%	5,100.00	40.00	0.757.757	4,490.00	
	01-340-051-1047	RECREATION FACILITY RENTAL	0.00		150.00	-150.00	0%	0.00	50.00	215.00	-215.00	
	01-340-052-0000	SUNRISE SUNSET REVENUE	0.00	641.00	1,141.00	-1,141.00	0%	0.00	1,137.00	1,702.00	-1,702.00	
	01-345-000-1044	HOUSING AUTHORITY	0.00				0%	0.00	0.00	9.97	-9.97	
	01-350-000-1047	RENT OF MUNICIPAL PROPERTY	3,600.00		550.33	3,049.67	7 15%	3,600.00	-2,613.46		2,775.00	
	01-350-000-1048	INTEREST ON INVESTMENTS	6,000.00		2,372.86	3,627.14	40%	6,000.00	863.62		4,029.53	
	01-350-001-1105	TC/TC OVER AND UNDER	0.00	52.10	67.10	-67.10	0%	0.00	1.20	-50.53	50.53	
	01-360-000-0000	GF - MISCELLANEOUS REVENUE	60,001.00			57,416.00) 4%	1.00	0.00		1.00	
Misc.Rev.	Includes Int. Rev.		74,601.00		7,778.29	66,822.71	10%	14,701.00	-521.64	5,297.91	9,403.09	36%
Fund Bala	once		500,000.00	0.00	0.00	500,000.00	0 0%	575,000.00	0.00	0.00	575,000.00	0%
runa pala	BILLE		222,000,00	2.00	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	22,475,745						

Town of Newmarket, New Hampshire Revenue Report ** For the Period Ended September 30, 2016

		F <u>ic</u>	cal Year 20	.7			F	iscal Year 2016	Month to			
Function	Account Number	ACCOUNT DESCRIPTION	Budget	Month to Date Transactions	Year to Date Transactions	Balance Year	Percent Collected	Budget	Date Transactio	Year to Date Transactions	Balance Year	Percent Collected
runction	Account Number	1100011				100	2504	199,670.00	14.935.00	40,829.26	158,840.74	209
	05-340-000-1058	RECREATION - REVENUE	243,433.00		61,066.65	182,366.35		0.00	657.30	657.30	-657.30	
	05-340-000-1059	RECREATION - LIGHT USUAGE	0.00		0.00	0.00		0.00	12.66	30.33	-30.33	
	05-350-000-1048	RECREATION - INTEREST	0.00		60.04	-60.04	0%	0.00	0.00	800.00	-800.00	
	05-350-000-1049	REC - ADVERTISING RECEIPTS	0.00		0.00	0.00			15,604.96	42,316.89	157,353.11	
Recreation	n e		243,433.00	16,222.49	61,126.69	182,306.31	25%	199,670.00	15,604.96	42,310.09	137,333.11	21/
	07 040 000 4007	SW - LANDFILL RECEIPTS	230,000.00	5,275.00	18,912.19	211,087.81	8%	244,450.00	5,231.57	17,343.52	227,106.48	
	07-340-000-1067	SW - GARBAGE BAGS	0.00		40,878.50	-40,878.50	0%	0.00	14,257.65	40,661.65	-40,661.65	
	01 2 10 000 2000		0.00			-440.00	0%	0.00	140.00	530.00	-530.00	
		SW - RECYCLING BINS	0.00		702.81		0%	0.00	372.14	372.14	-372.14	
		SW - UNITED TECHNOLOGIES	0.00					0.00	25.97	55.32	-55.32	
	07-350-000-1048		0.0				0%	0.00	0.00	0.00	0.00	
Solid Was		SW - MISC. REVENUES	230,000.0			168,955.46	27%	244,450.00	20,027.33	58,962.63	185,487.37	249
JOHU WAS	· · ·										101000000	
	20-310-000-1001	WATER - TAX REVENUE	932,813.0	506.00	213,073.75	719,739.25	23%	947,051.00			649,704.41	
	20-310-000-1001	WATER - INTEREST AND PENALTIES ON DEL	0.0		418.21	-418.21		0.00	149.16		-641.35	
	20-330-000-1071	WATER - ENTRANCE FEES	0.0	2,000.00	7,000.00	-7,000.00		0.00			-1,000.00	
	20-340-000-1071	WATER - JOB WORK	0.0	0.00	143.50	-143.50		0.00			0.00	
	20-350-000-1072	WATER - RENT OF MUNICIPAL PROPERTY	0.0	5,305.42	19,028.44	-19,028.44	0%	0.00	7,396.19		-18,398.73	
	20-350-000-1047	WATER - INTEREST	0.0	57.80	187.17	-187.17	0%	0.00	80.62		-177.28	
	20-350-000-1048	WATER - DEDUCT METER	0.0		1,310.00	-1,310.00	0%	0.00	262,00		-786.00	
Water	20-350-021-10/3	WATER - DEDOCT METER	932,813.0		241,161.07	691,651.93	26%	947,051.00	84,783.41	318,349.95	628,701.05	34
				- 515.50	202 401 64	776,515.36	33%	1,080,753.00	120.995.53	492,995.71	587,757.29	9 46
	30-310-000-1001	TTTE TENTE TO THE	1,159,007.0			CONTRACTOR STATE		0.00			-1,151.05	
	30-310-000-1006	WASTEWATER - INTEREST ON DELIQUENT	0.0					0.00				
	30-330-000-1071	WASTEWATER - ENTRANCE FEES	0.0					0.00				
	30-350-000-1048	WASTEWATER - INTEREST	1,159,007.0					1,080,753.00	17,555,553,554		585,319.69	
Sewer			1,159,007.0	U 3,036.23	330,702.37	. 55/21111	50 EX-1816					
Total Rev	10000000		5,615,346.0	0 198,052.51	10,388,701.97	-4,773,355.9	7 185%	23,324,909.00	444,130.16	10,746,046.96	12,578,862.04	4 46

	Fiscal Year 201	7				Fiscal Year 2016				
Function Account Number ACCOUNT DESCRIPTION	Budget	Month to Date Transactions	Year to Date Transactions	Balance Year	Percent Collected	Budget	Month to Date Transactio ns	Year to Date Transactions	Balance Year	
Taxes (Real estate), land use, PILOT, interest on taxes	111,430.00	14,686.56	9,090,904.93	-8,979,474.93	8158%	17,915,011.00	4,123.21	9,266,783.99	8,648,227.01	52%
Licenses, permit and fees	1,556,300.00	134,903.46	459,634.12	1,096,665.88	30%	1,556,300.00	130,646.85	437,369.31	1,118,930.69	28%
From State	659,414.00	0.00	80,695.22	578,718.78	12%	657,223.00	0.00	76,567.29	580,655.71	12%
Charges for Services	148,348.00	1,207.50	-4,405.46	152,753.46	-3%	134,750.00	68,041.33	44,965.68	89,784.32	33%
Misc.Rev.Includes Int. Rev.	74,601.00	2,469.96	7,778.29	66,822.71	10%	14,701.00	-521.64	5,297.91	9,403.09	36%
Fund Balance	500,000.00	0.00	0.00	500,000.00	0%	575,000.00	0.00	0.00	575,000.00	0%
Recreation	243,433.00	16,222.49	61,126.69	182,306.31	25%	199,670.00	15,604.96	42,316.89	157,353.11	219
Solid Waste	230,000.00	17,242.57	61,044.54	168,955.46	27%	244,450.00	20,027.33	58,962.63	185,487.37	24%
Water	932,813.00	8,261.68	241,161.07	691,651.93	26%	947,051.00	84,783.41	318,349.95	628,701.05	349
Sewer	1,159,007.00	3,058.29	390,762.57	768,244.43	34%	1,080,753.00	121,424.71	495,433.31	585,319.69	469
Total Revenues	5,615,346.00	198,052.51	10,388,701.97	-4,773,355.97	185%	23,324,909.00	444,130.16	10,746,046.96	12,578,862.04	469



TOWN OF NEWMARKET, NEW HAMPSHIRE By the Newmarket Town Council

Resolution #2016/2017-06 Reroof Three Sections of the Newmarket Public Library

WHEREAS, the Newmarket Public Library has solicited proposals for reroofing the west side of the Library facing the municipal parking lot, and

WHEREAS, two bids were received from Twin Metals Custom Fabricated Sheet Metal and Silver Brothers Painting & Carpentry, LLC, and

WHEREAS, the firms made the following proposals for reroofing three sections of the roof:

Silver Brothers Painting & Carpentry, LLC

\$63,650.00

Twin Metals Custom Fabricated Sheet Metal

\$59,850.00

NOW, THEREFORE, LET IT BE RESOLVED, that the Town Council does hereby award the roofing contract to Silver Brothers Painting & Carpentry, LLC to reroof three sections of the Library and authorize the Town Administrator to enter into any related contracts.

First Reading:

October 5, 2016

Second Reading:

October 19, 2016

Approval:

Approved:		
Approved.	Gary Levy, Chairman Newmarket Town Council	
A True Cop	y Attest:	
,2	Terri Littlefield, Town Clerk	





TOWN OF NEWMARKET, NEW HAMPSHIRE

STAFF REPORT

DATE:

20 September 2016

TITLE:

Resolution # 2016/2017-06 - Reroof three sections of the Newmarket Public Library

PREPARED BY: Carrie R. Gadbois, Library Director

TOWN ADMINISTRATOR'S COMMENTS - RECOMMENDATION:

I have read the staff report and recommend passage of the resolution.

BACKGROUND: The west side of the library roof facing the municipal parking lot needs to be reroofed. There is a leak where very bad ice dams form during harsh winters. The leak has gotten worse since the bad winter of 2014-2015, probably due to the traffic on the roof while trying to break up the ice dam, etc. It only leaks when there is slush or snow on the roof that causes water to back up. Three sections (see diagram) of the roof on west side of the building are in bad shape: tiles are cracked, broken or missing. There is an area of rotted plywood. The copper sheathing has some holes in it. The roof was done in 1996 so it is 20 years old.

DISCUSSION:

If we don't fix the rotted plywood in the roof and reroof we are going to keep getting leaks in the library. We have already spent money in blowing in insulation to reduce heat loss, spent money on replacing sheetrock in walls and ceilings and spent money on electrical work for damage caused by the leaks.

Underwood Engineers sent Jeffrey L. Tirey, P.C. to the library to inspect our front portico. While he was here he also inspected the problem areas of the roof on the west side of the building. It was his opinion that all the three sections on that side should be reroofed with Inspire slate. If we try to just replace the center section (the area that leaks), and don't do the left and right sides we will probably still have problems and it will be harder to locate the leaks.

Mr. Tirey said that this area will be a problem again in the future as it is due to the poor design of the roof. The center section is a 4' pitch and the left and right sides have a steeper pitch. All the water, snow and ice has to drain off the roof through approximately a 4' opening at the bottom. It is a huge roof area to drain through such a small opening.

Both Silver Brothers and Twin Metals recommended that it would be better to replace all three sections versus trying to patch.

FISCAL IMPACT:

The library has 129,620 in our CIP account. We are requesting that the Town Council release \$63,650 to repair the roof.

I have received two estimates for repair of the roof. Silver Brothers for 63,650 and Twin Metals for 59,850.

RECOMMENDATION:

To remove all shingles on the center, left and right sides of the problem area (see diagram), replace rotted plywood, install ice and water shield on all sections, drip edges, flashing etc. and reroof with Inspire composite slate using Silver Brothers Carpentry, LLC., of Newmarket, NH. Although Silver Brothers is a slightly higher price they will warranty their labor and installation for 10 years whereas Twin Metals will warranty their work for 5 years.

ATTACH ALL PERTINENT DOCUMENTS TO SUPPORT THE REQUEST.

SILVER BROTHERS

PAINTING & CARPENTRY LLC 44 Gonet Drive, Newmarket NH 03857 603-926-8935 / 603-659-0834 / 1-866-6 PAINT 4 U

www.silverbrospainting.com

DATE:	09-08-16	2
CLIENT:	Carrie Gadbois	PHONE: (603) 659-5311
LOCATION:	1 Elm Street, Newmarket, NH 03857	carrie@newmarketlibrary.org

JOB DESCRIPTION: Center section: Remove 2ft metal drip edge on bottom of roof. There are lots of holes from braking up the ice dam. Remove all shingles in the center section of roof, remove all rotted plywood on bottom part of roof, install new 5\8 plywood, install Grace Ice and Water shield on all the plywood, install new 2ft drip copper at bottom of roof like before, install new slate impressions tiles. Replace all existing copper valleys with new copper.

Apply sealer to any spots on the right or left of the center of the roof where there is a hole or crack and seal it to prevent any leaks (if only doing center section).

p	004 480 00
Labor & materials:	\$21,450.00
Labor & materials.	

Left side of roof: Strip all shingles on the left side of the roof. Install Grace Ice and Water on all plywood, install new copper flashing along brick wall, and install all new slate impressions tiles.

Labor & materials:	\$20,650.00

Right side of roof: Remove all old shingles, remove and install new 2ft drip edge, install Grace Ice and Water on all plywood, install all new slate impressions tiles.

	\$21,550.00
Labor & materials:	\$21,550.00

TOTAL:

\$63,650.00

SILVER BROTHERS PAINTING & CARPENTRY LLC Quality, Integrity and Pride In All Our Work

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LOCATION:	1 Elm Street, Newmarket, NH 03857	carrie@newmarketlibrary.org

Payments and conditions: Clients has 7 days after contract signed and deposits have been made to cancel this contract for a full refund. After that time a 15% rescheduling fee minus any special materials costs ordered. Payments to be made in three installments: Material costs and a 1/3 labor costs in advance, second third at 50% completion stage, third payment due upon work completion. Add-ons / extras will be done on a time and material basis unless other arrangements have been made, hourly rate at \$48.00 per painter, \$58.00 per carpenter. Add-ons and extras will be discussed and will be addressed on a change order form. Items / areas will require a change order form signed before work begins. I have read all conditions on this page and second page, and specifications of this contract agreement, and understand and agree to each of the conditions, and if payments are not made as specified, I agree to pay collection costs, interest at a legal rate, and attorney fees. Estimate is good for 30 days from issuance. Please do not write checks in any subcontractors / employees name. Please write checks to Adrian Silver or Silver Brothers. Estimate is good for 30 days from issuance.

- A clean workable are is expected prior to our start to ensure a smooth and professional workmanship. Subsequent coats, at clients request, maybe needed to achieve a full finished look and will be charged accordingly.
- All trash and garbage generated will be removed from site.
- If final payments are not made, warrantee of any products and workmanship is null and void.
- Any areas, details, items or procedures not listed above in job description will be considered an add-on and charged accordingly.
- This product comes with a manufacturer's 50 year warranty on any malfunction of the product. We will install and follow manufactures recommended installation process. We will & recommend the roof to be checked every two years. At that time we can visually see any excessive wear to any certain areas. We warrantee our labor installation for a 10 year period.

Please read pages carefully to ensure that all your painting needs are covered.

Authorizing		
Signature:	Date:	

SILVER BROTHERS PAINTING & CARPENTRY LLC Quality, Integrity and Pride In All Our Work.



FABRICATION / INSTALLATION

OFFICE/978-663-2563 FAX /978-663-2564

Date:

September 20, 2016

Customer:

New Market Public

Library

Roof Proposal

Project:

1 Elm St.

#082379

New Market,

NH

Re:

We propose to provide and install Inspire Composite slate, Flat Seam Copper and Copper Ice Belt to the above- mentioned project according to the following scope of work.

- ? Remove and properly dispose of existing composite slate in sections X, AB and W
- ? Furnish and install the following:
 - 1. High Temperature Ice and Water Shield to entire roof area that was removed.
 - 2. 25 squares of Inspire Classic Slate with 6" exposure.
 - 3. New copper valleys.
 - 4. New copper Riglet to brick wall
 - 5. New flat seam copper roofing where all 3 sections meet.
 - 6. New copper Ice belt to lower section on W
- Keep job site clean on a daily basis.
- Twin Metals Inc. workmanship to be warranted for a period of 5 years.
- [?] All copper to be 16oz red copper.
- ? All underlayment's for Composite Slate to meet manufactures specifications.
- ? All details for Composite Slate to meet manufactures specifications.
- ? All wood work to be considered as an additional cost.

- ? This proposal includes cost for permits.
- ? This proposal is not Pre-Vailing wage.
- ? Any rotted plywood on the roof to be replaced at \$75 per sheet.

We propose hereby to furnish material and labor – complete in accordance with the above specifications, for the sum of:

BASE BID:

FIFTY-NINE THOUSAND EIGHT HUNDRED FIFTY

DOLLARS

\$59,850.00

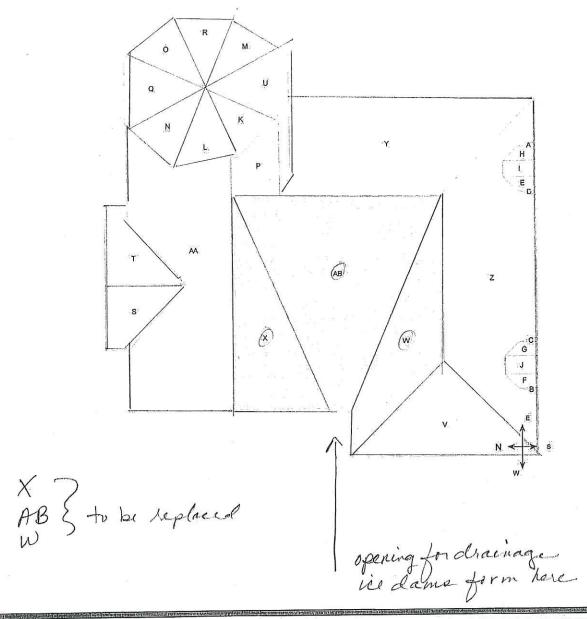


1 Elm St, Newmarket, NH 03857-1201

Report: 15719106

NOTES DIAGRAM

Roof facets are labeled from smallest to largest (A to Z) for easy reference.



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Coppight - 70% 2016 Employees To Lindagues, De. - 75 English Reserved - Courtes by U.S. Patent Res. 8,078, 436; 8, 145,578; 8,170,840; 6,269,157; 6,515,129. Other Fatents Feedlage.

PAGE 7

Subject

InSpire Roofing

From

Zach Lane <zach.lane@comcast.net>

To

<Carrie@Newmarketlibrary.org>

Date

2016-09-14 06:36



Carrie,

InSpire Roofing does not have a certified installer program for our products. Therefore any roofing company that has installed composite slate previously should be able to handle the installation of InSpire roofing. Standard roofing practices apply. Installation guidelines, warranty information and all technical bulletins are listed on our web site which is www.inspireroofing.com.

The address in Portsmouth, NH that we spoke about is 143 Daniel Street.

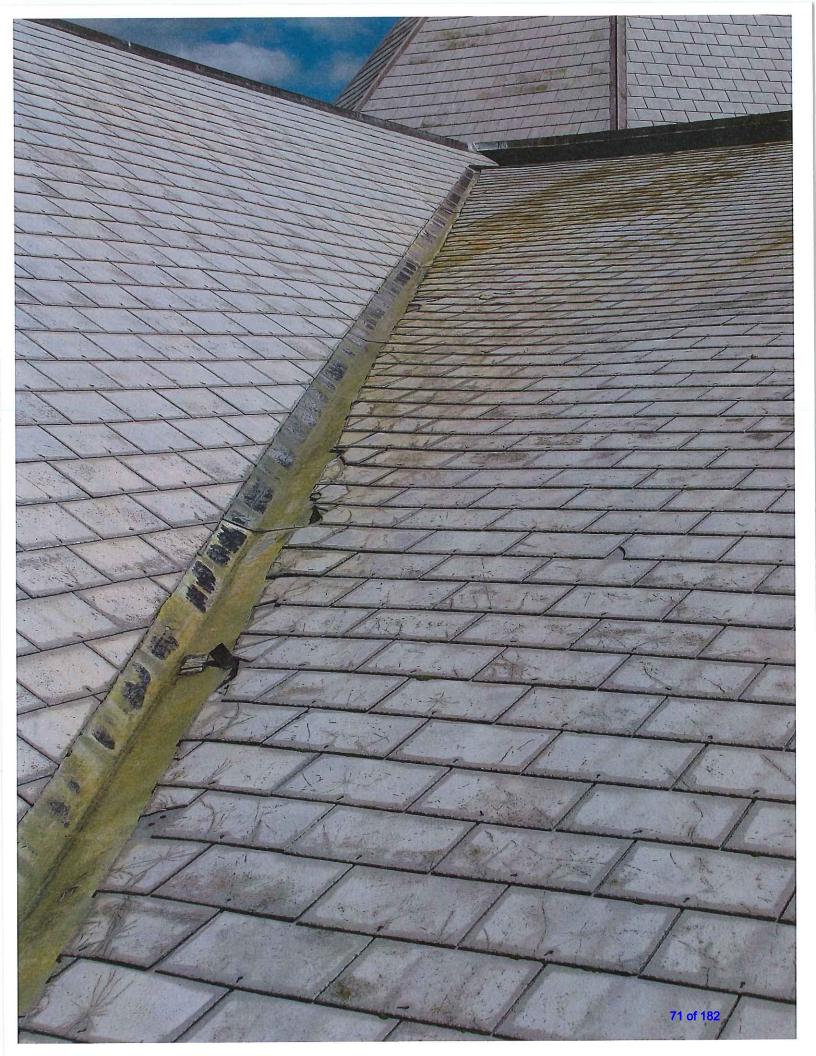
Please let me know if you need any additional information.

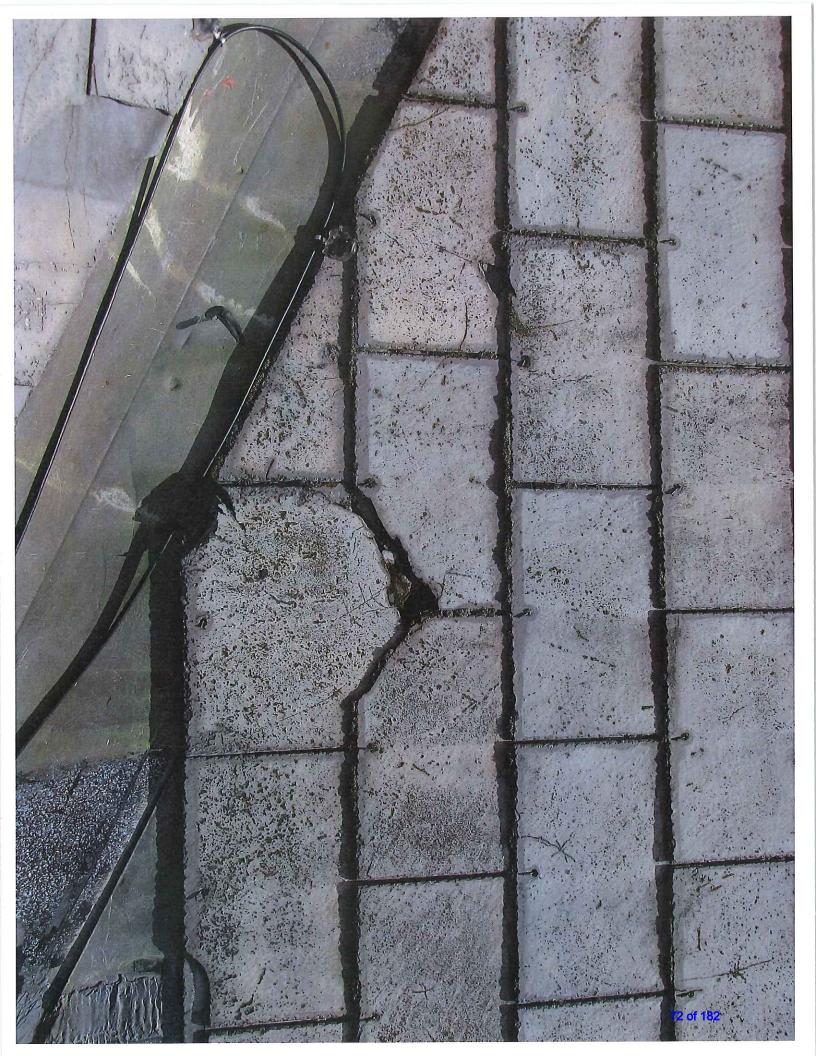
Regards, Zach

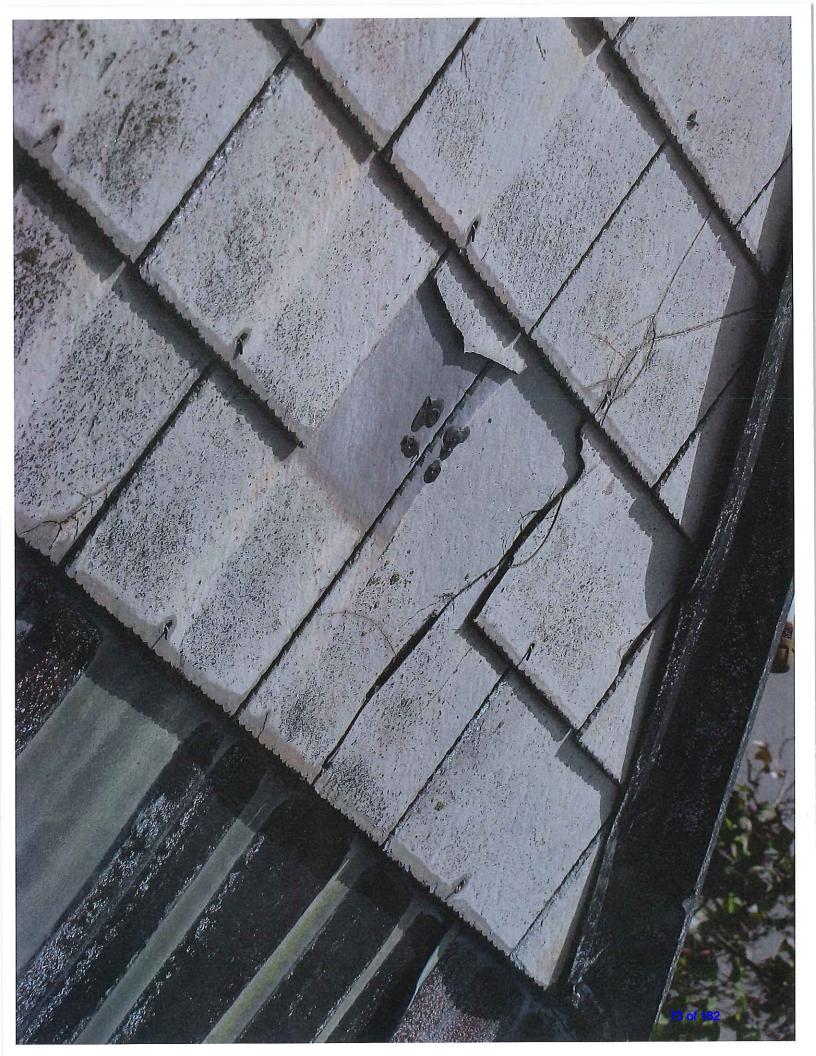
Zach Lane Elite Sales & Marketing, Inc. InSpire Roofing Zach@elitesalesandmarketing.com 978-888-1900 cell

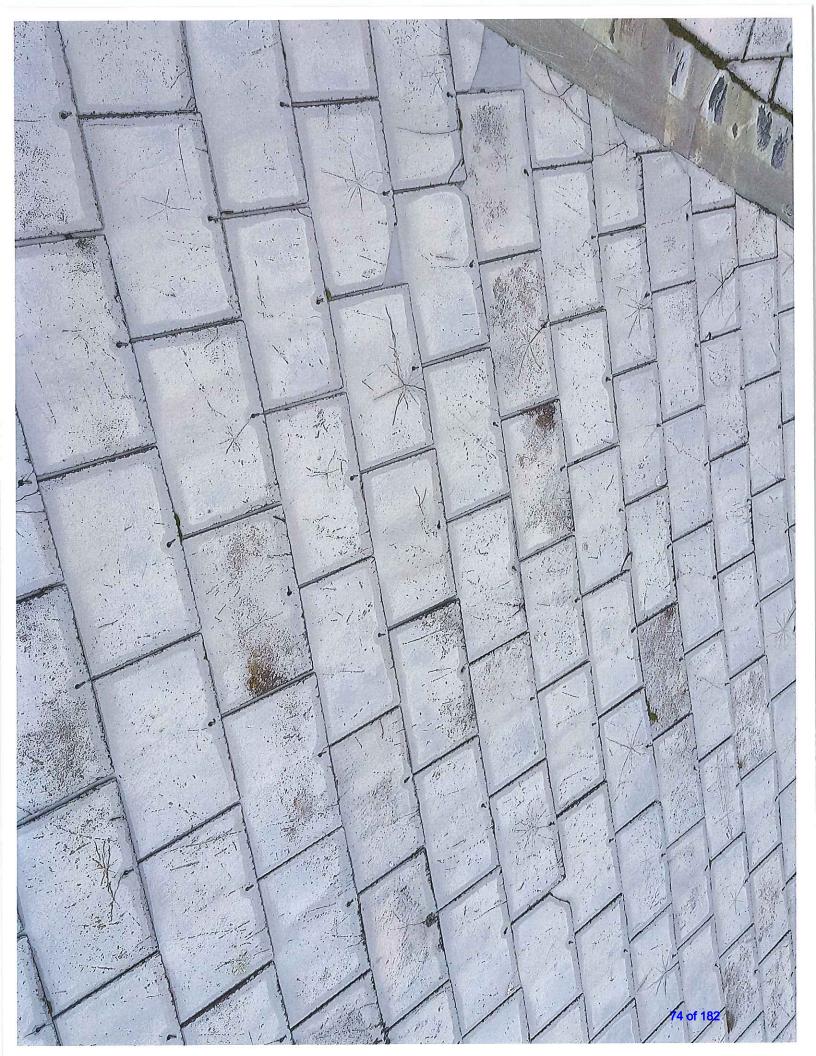


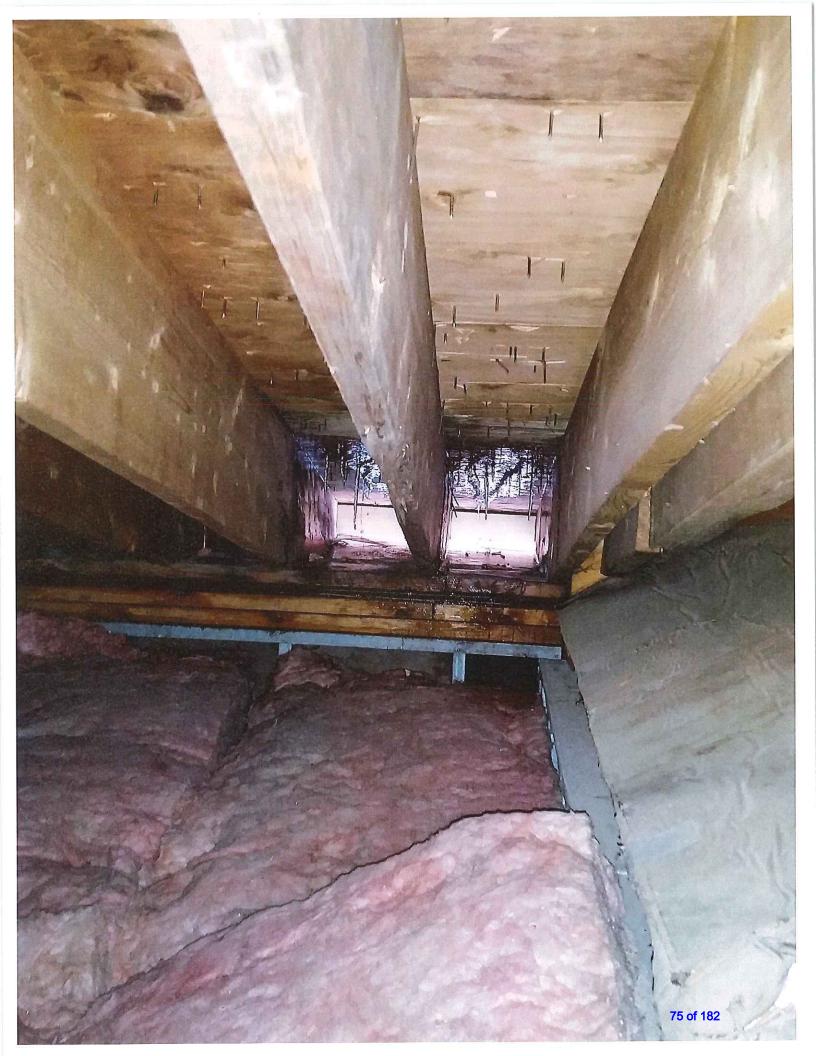












CHARTERED JANUARY 1, 1991



TOWN OF NEWMARKET, NEW HAMPSHIRE By the Newmarket Town Council

Resolution 2016/17 - 07

<u>Authorizing the Town Administrator to enter into a Three year agreement with Casella Resource</u> <u>Services for Waste and Recycling Services.</u>

WHEREAS:	The Towns Newmarket, Newfields and Stratham solicited proposals for solid waste and recycling collecting services, and
WHEREAS:	Three bids were received from Casella Resource Solutions, Troiano and Waste Management, and
WHEREAS:	The firms made the following proposals for curbside solid waste and recycling services, for three years, with 3% increases in years two and three:

Year 1		<u>Casella</u>	Was	te Management	Troiano
Curbside MSW/ton	\$	134.00	\$	125.50	N/A
Curbside Recycling/ton	\$	195.00	\$	232.00	N/A
Newmarket Solid Waste Annual Tonnage				863	
Newmarket Recycling A		100708		746	
<u>Casella</u>			Was	te Management	<u>Troiano</u>
Newmarket Solid Waste Annual Cost	\$ 1	15,642.00	\$ 10	08,306.50	N/A
Newmarket Recycling Annual Cost	\$ 14	45,470.00	\$ 1'	73,072.00	N/A
Total Estimated Annual Cost	\$ 20	61 112 00	\$ 28	R1 378.50	N/A

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

The Town Council authorizes the Town Administrator to enter into an agreement with Casella Resource Services for three years.

First Reading:	October 5, 2016
Second Reading:	October 19, 2016
Approval:	

Gary Levy, Chai	II IIIaii INGWI	market Town Co	uncn	
		•		
	Guly Eery, ena	Oury Berry, Chamman Ivens		Gary Levy, Chairman Newmarket Town Council



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:

September 21, 2016

TITLE: Resolution 2016/17 - 07 Authorizing the Town Administrator to enter into a Three year agreement with Casella Resource Services for Waste and Recycling Services.

PREPARED BY: Steve Fournier, Town Administrator

TOWN ADMINISTRATOR'S COMMENTS - RECOMMENDATION:

I recommend the approval of this contract

BACKGROUND: For a number of years, the Towns of Newmarket, Newfield and Stratham have partnered to bid solid waste and recycling services. It has been found to be beneficial to combine the amount of tonnage to get a better disposal rate. We have traditionally entered into a three year agreement. In 2015, the Town Council approved a one year extension with Casella Resource Solutions in order to allow us to go out to bid.

DISCUSSION: The three towns solicited proposals in early August. Three proposals were received. They were from the following firms:

- 1. Casella Resource Solutions
- Trojano

Year 1

Waste Management 3.

Curbside MSW/ton

The three proposals were opened on September 19. Troiano did not submit a proposal for curbside collection, so they were disqualified from Newmarket.

FISCAL IMPACT: The following is a comparison for curbside pickup between Casella and Waste Management:

Curbside Recycling/ton	\$	195.00	\$	232.00	
Newmarket Solid Waste A	nnual	Tonnage			863
Newmarket Recycling A					746
	<u>C</u>	Casella	Was	ste Manage	ement
Newmarket Solid Waste Annual Cost	\$ 1	15,642.00	\$ 10	08,306.50	
Newmarket Recycling Annual Cost	\$ 14	45,470.00	\$ 1	73,072.00	
Total Estimated Annual Cost	\$ 20	61,112.00	\$2	81,378.50	

Casella

134.00

Waste Management

125.50

Both contracts include a 3% increase in years two and three.

RECOMMENDATION: It is my recommendation to approve the three year agreement with Casella Resource Solutions

Total Estimated Annual Cost



Towns of Newfields, Newmarket, and Stratham September 19, 2016 Town Administrator 186 Main St. Newmarket, NH 03857 Sept. 19, 2016

RE: Request for Proposal

Dear Paul,

Casella Waste Management of Massachusetts, Inc. ("Casella") is pleased to provide the Towns of Newfields, Newmarket, and Stratham("Towns") with this Proposal for Municipal Waste and Recycling collection as per your request of Casella Waste. We believe you will find that Casella is uniquely qualified to meet your town's needs.

Casella is very interested in providing the Collection and Processing for all three of your municipalities. Casella understands that our strength as an organization begins with selecting the best individuals to be a part of our team. We are committed to building a diverse workforce that is passionate about serving our customers, adhering to the highest ethical standards, and improving our communities and environment.

We hope the attached proposal reflects our significant interest in establishing our partnership with your community. We have further outlined our qualifications in the following pages and look forward to discussing the opportunity in greater detail.

Our proposal is based on providing service for the current 5 day collection schedule beginning Jan. 1, 2016 with waste and recycling picked up every week. Due to the fluctuation of the commodity markets we have based the processing of recyclables on a formula basis which is attached to this bid.

If awarded your contract we would request a mutually agreeable fuel clause should fuel prices increase in excess of 3.50 per gallon for a continuous 3 month period.

The prices in our bid are based on the information provided in your specifications dated August 31, 2016 and will be increased by an amount equal to the Northeast CPI for years 2 and 3 with a minimum increase of 3% per year.

We have provided pricing based on a 3 year contract with the mutually agreeable option of

extending the contract for an additional 3 years.

In order to conserve natural resources, our financial statements can be viewed at http:ir.casella.com/secfiling.cfm?filingID=1193125-16-490223

If at any time you have questions, please feel free to reach me directly at (603) 543-7088.

Sincerely,

Dave Allen

Division Manager

CASELLA WASTE MANAGEMENT OF MASSACHUSETTS, INC.

dba CASELLA WASTE SERVICES

PROPOSAL FOR COLLECTION, TRANSPORTATION, AND DISPOSAL OF MUNICIPAL SOLID WASTE & RECYCLABLES FOR THE TOWNS OF NEWFIELDS, NEWMARKET, AND STRATHAM, NH BID RESPONSE FORM.

Bidding Company Name:	Casella Waster 53 Pelham Rd
Address:	
	Salem, NH. 03079
Telephone Number:	603-543-7088 Email address: David. Allen Casella, con
	n and Transportation of MSW to Turnkey Landfill:
Three year term: a. Per To	on cost: 4.00 b. Fix Fee for Term of Contract:
Item 2: MSW Disposal Op	tion Alternative:
Three year term: a. Per To	on Tipping Fee: NO B
Disposal Site and Address:	on Tipping Fee: NOB;
	and transportation for recycling:
Three year term: a. Per To	on Fee: 3/95. b. Fixed Fee for Term of Contract:
Item 4: Recycling Process	ing Option: Three year term: a. Per Ton Tipping Fee: See Affiched For mula
Processing Company, Site, a	nd Address: Casella Waste, Charlestown, Mass MRF
Item 5: Additional Services	

Container and Size	Flental Fee (monthly rate)	On-Call/Standing Order Transportation Fee (per mile, per pull, etc.)	Service Fee for once per week pickup	Per Ton Disposal/ Processing Fee
4 yard dumpater	\$10 month		N/C ***	NIC ***
6 yard dumpster	\$10 month		NIC ***	N/C ***
8 yard dumpeter	\$10 month		NIC ***	NIC ***
10 yard dumpster	\$ 10 month		NIC ***	N/C *** N/C * * *
30 yard bulk waste rolloff	N/C*	\$145 haul		\$83 ton
30 yard recycling rolloff	N/C*	\$145 haul		\$38 ton ***
50 gallon cart for recycling	NIC **		N/C	NICAXX

* - up to	2-30 yard containers rent free
	12-50 gallon carts rent free Page 8 of 9 Lided in base rates
	e recycling processing costs attachment

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

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

Please include your Certificates of Insurance as requested.

I certify that I am familiar with all aspects of the specifications associated the work to be performed, and have anticipated all contingencies relative to the local conditions under which the work will be performed. I further certify that submission of this proposal constitutes my acknowledgment and certification of having adequate knowledge of specific site conditions and specifications in order to successfully perform the tasks involved in implementing the project as described. Further, I agree and understand that these specifications are a material part of my submission and shall be the performance standards under any eventual contract executed between my company and the Towns of Newfields, Newmarket, and Stratham and shall be incorporated by reference therein.

I further certify that I am the duly authorized agent of the stated company and have full authority to present this Bid Response Form.

9-19-16

Person Submitting Bid:

Name/Title:

WHY

Nata

Who We Are

Casella was founded in 1975 with a single truck in Rutland, VT. We built our first recycling center in 1977 and our dedication to resource renewal has grown from there. Today we are a leading resource management company with over 1,800 employees and operations throughout the Northeast. Our mission is to create value for our customers, our communities and our company by putting waste to work.

We service our customers through 32 solid waste collection operations, 31 transfer stations, 17 recycling facilities, nine Subtitle D landfills, four landfill gas-to-energy facilities, one landfill permitted to accept construction and demolition debris (C&D), one compost facility, two anaerobic co-digesters and two other organics recovery facilities. Through our operations, we recover over 1,000,000 tons of recyclables and organic residuals for beneficial use and produce over 239 million kilowatt-hours of energy each year; enough to power 30,000 homes.

Between 2005 and 2012, we successfully reduced our company-wide greenhouse gas emissions by 50%. To do this, we transformed our disposal facilities into low emission landfills, embraced energy efficiency measures at our recycling facilities and began transitioning our fleet to run on compressed natural gas.

Experience - The Power of Partnerships

<u>Holden, MA</u>-We began working closely with the Town of Holden in 2007 when we were awarded the municipal collection for the Town. We worked closely with the Town to understand their goals and worked together to convert to a **Zero-Sort®** recycling program and education campaign. These efforts resulted in an increase in their municipal recycling rate from 13% to 35% in the first year. Over the course of our 8 years in helping the Town manage the contract, these rates have sustained.

Worcester. MA- In 2007, we were awarded the City of Worcester contract for curbside collection of recyclables. The 52,000 residential units in the City recycled in 18 gallon bins. In 2010, we spoke with City officials and defined the enhanced benefits of our Zero-Sort® Recycling program by installing 96 gallon carts/totes. That November, we rolled out a Zero-Sort® cart pilot program for the City of Worcester. In just over 1 month of this program being in place, among the 250 residents who participated in the program they experienced a 59.95% increase in recycling rates.

<u>Somerville</u>, <u>MA</u>- In 1995, we were awarded the recyclables processing contract for the City of Somerville, MA, a suburb of Boston. In October 2010, Casella rolled-out a **Zero-Sort®** cart pilot program for the City of Somerville. In 3 months, among the 1,000 residents who participated in the program, there was a 60% average increase in residential recycling volumes. When rolled-out Citywide, Somerville officials predict an overall 50% increase in residential recycling volumes as a result of "right-sizing" their containers. In October 2011, one year from the initial onset, Casella finished distributing 25,000 64-gallon carts to all residential units in the City of Somerville. We invite municipal officials to visit http://www.youtube.com/watch?v=mZNvXM4V6RM to watch the City of Somerville's creative presentation for promoting their **Zero-Sort®** recycling campaign.

casella.com

Education and Marketing Support

Casella will continue to support education and marketing initiatives with resources such as custom signage, education materials, recycling awareness campaigns and other waste reduction events.

Zero-Sort® Recycling: Zero-Sort Recycling is Casella's proprietary technology for single stream recycling. Zero-Sort makes it easier for our customers to recycle by eliminating their need to sort individual commodities while also producing a high quality end product. Our Charlestown Material Recovery Facility, or MRF, processes over 200,000 tons of recyclables each year and is the fourth largest MRF in the U.S. We continuously monitor and evaluate technology add-ons that will allow us to recover additional commodities from the Zero-Sort stream.

Facility Tours: Our MRFs are great resources for recycling education and we strongly encourage all of our municipal partners to visit our Zero-Sort facilities to better understand the process of recovering materials. We will provide access to quarterly recycling tours for municipal government officials, local schools or community groups at our Auburn MRF.

Environmental and Safety Policy

We conduct our business and operate our facilities with consideration for their environmental impact. Our responsibility for the environment spans from the construction, maintenance and operation of our facilities to the maintenance and operations of our vehicles and the conservation of resources.

All of our employees are responsible for protecting and improving the environment, from attaining a basic level of regulatory compliance to identifying opportunities for continued improvement and environmental excellence.

An essential aspect of Casella's ability to assess and manage risk, is our Internal Facility Audit Program. The audits are conducted by our Safety and Compliance Department on a semi-annual basis. Facilities are inspected for their compliance with State and Federal regulations as well as Company Policies associated with vehicle maintenance, safety and environmental programs. Situations identified during the audit process are assigned a corrective action with a time line for required completion. The audit process is updated on a continuous basis as regulations change and as we learn of new issues that require monitoring. The internal audit process is audited by a third party consultant every 3 years and has identified that the comprehensive nature and effective performance of the audit process continues to be the critical strength of the Program.

Innovation and Technology

Organics Recycling Technologies

Casella has over two decades of experience recycling organics in New England. Our Casella Organics division recycles 300,000 tons per year of organics from municipal and industrial sources, including 100 tons per year of food scraps from Colby College in Maine. Our organics route in Burlington, VT collects 150 tons per month of compostable material from commercial and institutional customers including Champlain College and the University of Vermont.

We are actively building organics recycling capacity across our Northeast based footprint, with a targeted push in Massachusetts through our roles as joint venture partner in the AGreen Energy anaerobic digester in Rutland and South Hadley, contract operator with the City of Boston compost facility and draft permit holder of a planned Organics Transfer Facility in the Boston Metro area.

Based upon our expertise and infrastructure we can offer holistic organics management services which encompass: collection and transport; education and training; and ongoing development of new diversion strategies. Casella has a team of employees monitoring the myriad new organics processing technologies emerging throughout the U.S. and Europe and we have culled a short list of systems that we believe warrant pilot evaluations as potentially viable options for processing organics. To this end, we are actively developing pilot projects with groceries in MA and customers in VT.

Trash & Recycling Resource Solutions



From residential curbside service, to multi-location commercial needs, to scheduled special pick ups, we're equipped to give you the best, most dependable service.

- · Custom Waste Audits.
- · All Container Sizes to Fit Your Job.
- · Dependable On-Time Pick Up and Delivery.
- · Safe, Environmentally Responsible Service.
- · Consolidated On-Line Billing.
- · Leed Services.



Commercial Zero-Sort Recycling Become more efficient and eliminate waste. Zero-Sort recycling-all recyclables in one container-can be an important part of helping you run a smarter, more efficient business.



Zero-Sort' Recycling Bags Build awareness around your recycling initiatives while making it easier for your staff to distinguish between trash and recycling. Easily order your high quality bag with our online store.



Container Advertising

Spfit body containers make it easier to recycle while our unique container advertising platform gets you in front of your customers with offers that drive your revenues.



CNG Collection Fleet Casella introduces Vermont's first compressed natural gas collection vehicles fleet! It's our commitment to advancing how trash and recycling gets done.



Welcome to dumpster rental made easy. The right size dumpster, when you want it, where you need it, and removed when you say so



Compacting Containers Compaction systems make the best use of your space by providing maximum compaction, easy collection, and reliable operation. Increase waste management efficiencies.

Electronic & Universal Waste

Convenient solutions for your fluorescent lamps, batteries, ballasts and electronics. One price covers all: container(s), recycling, and inbound/ outbound shipping.

Used Vegetable Oil Collection We pick-up your used vegetable oil. credit your bill for what you produce.

and bundle it with your other Casella services. Turn your oil into a local and renewable biofuel.

Small Footprint Wheeled Carts Large carts for small spaces with heavy-duty wheels for mobility over rough terrain. Rugged polyethylene construction for greater durability and

easy cleaning.

Self-Contained Organic Disposal The BioGreen 360 quickly and easily converts your organic waste into a reusable organic by-product which is 10% - 20% of it's original weight.

Closed Loop Paper Recycling:

Your paper recycling story just got a lot stronger. Enjoy a closed loop recycling system that collects your material. processes it into new products and delivers it to your door to be used again.



References

Casella currently services a variety of municipalities, institutions, colleges & universities and businesses across the northeast. Our experience in driving the cultural, educational and leadership changes that are necessary in leading the way in the transformation of waste streams into new resources, has a level of depth that will allow us to share with you the best practices and solutions that we have developed specific to the municipal segment.

We believe the best testament to our performance comes from our customers. Should you wish to reach out to some of your neighboring communities, the following would certainly be willing to share their experiences in partnering with Casella.

City of Worcester

Contact: Bob Fiori

Service: Curbside Recycling

Town of Southbridge

Contact: Andy Pelletier Phone Number: (508) 799-1430 Phone Number: (508) 764-4252

Service: Curbside Collection

Town of Holden

Contact: Dennis Lipka Phone Number: (508) 210-5540

Service: Curbside Collection

Town of Lunenburg

Contact: Kerry Speidel Phone Number: (978) 582-4144

Service: Curbside Collection

City of Saco, ME

Contact: Patrick Fox

Phone Number: (207) 284-6641 Service: Automated Curbside

Collection

City of South Portland, ME

Contact: Doug Howard

Phone Number: (207) 767-7635 Service: Automated Curbside

Collection

City of Concord, NH

Contact: Chip Chesley Phone Number: (603) 230-3902

Service: Curbside Collection

City of Laconia, NH

Contact: Ann Saltmarsh Phone Number: (603) 528-6379

Services: Curbside Collection

Town of Danville, NH

Contact: Janet Denison

Phone Number: (603) 382-8253

Service: Automated Curbside

Collection

Recycling Economics

Casella has developed strategies to manage the volatility of the commodities market while maximizing value over the long-term. To achieve the highest value of recyclables, we utilize an ACR formula. The ACR is calculated by using the blended value of all commodities in the Zero-Sort® recycling mix. Each month, the price per commodity fluctuates with the global market. The value of fiber commodities is determined by the PPI Pulp & Paper Weekly index and, when those values fluctuate up or down, the value for Zero-Sort fluctuates with it.

Definitions

Average Commodity Revenue ("ACR"): Means the current market value for each recyclable commodity (including residue tons) less any direct costs of Processor related to transportation, capital improvements, or marketing of product divided by the total tons of commodities shipped from that facility over the same month.

Exceptions to this are recyclables received that would materially distort the ACR. In a case where the current month ACR has an excessive shift in value, Processor reserves the right to make a mid-month ACR adjustment to reflect the value for that month.

Revenue Share: Means the percentage of value paid to the town when the ACR is greater than the cost to process recyclables. When the ACR is less than the processing fee, the town shall pay Casella dollar for dollar under the processing fee.

<u>Processing Fee:</u> Means the base rate required to process material and cover capital investments. The processing fee will be increased annually based on change in CPI-U All Urban NE CPI as compiled for the most recent twelve month period for which such data is available as compared with the comparable figure for the prior twelve month period. Notwithstanding anything of the contrary, the increase shall not be less than two percent (2%) per year nor greater than 5% per year.

Revenue Share

This pricing is based on the ACR with a 50/50 revenue share for all tons over. \$75.00 per ton processing fee and a dollar for dollar charge below the processing fee.

The revenue share shall be determined by taking the ACR, subtracting the processing fee and then multiplying the difference by 50%. In the event that the ACR falls below the processing fee, the town shall pay Casella 100% of the difference between the ACR and the processing fee.

Towns of Newfields, Newmarket, and Stratham

Sept. 19. 2016 - Page 2 of 2

Today's Market

For Zero-Sort Recyclables, Casella will charge the Town dollar for dollar when the ACR falls below the Processing Fee of \$75.00 per ton. Casella will provide a 50% revenue share to the Town based on the current month ACR value above \$75.00 per ton. The ACR for August, 2016 was \$69.36 per ton.

After processing costs, the net charge to the Town for material delivered during the month of August would have been \$5.64 per ton.

Calculation Examples:

Favorable market, Differens	Unfavorzible market, 190 tons
ACR: \$100 per ton	ACR: \$50 per ton
Processing Fee: \$75.00 per ton	Processing Fee: \$75.00 per ton
Revenue Share: ACR minus Processing Fee x 50% 100 - 75.00 = \$25.00 x 50% = + \$12.50 100 tons x \$12.50/ton = \$1250. rebate	Revenue Share: Dollar for dollar below Processing Fee $50 - 75.00 = -$25.00$ so tip fee = \$25.00/ton charge $100 \text{ tons } \times $25. = 2500 , charge
Rebate: Net Payment: Processor pays Town \$1250.	Tip Fee: Net Payment: Town pays Processor \$2500.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MMADDAYYY) 1/28/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the cartificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to

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	le W. Johnson, Inc.			E-MAIL ADDREAS: demady@	mwjinsura	nce.com	
	River Street		ſ	PRODUCER CUSTOMER ID #0000	4029		
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	X COMMERCIAL GENERAL LIABILITY	x	9L03597713-14	4/30/2013	4/30/2014	MED EXP (Any one person)	\$ 5,000
A	CLAIMS-MADE X OCCUR	-A-				PERSONAL & ADV INJURY	\$ 3,000,000
	X Blkt Contractual Liab.		16	I		GENERAL AGGREGATE	3,000,000
	Br Form Prop. Ding			1		PRODUCTS - COMPANY AGG	\$ 3,000,000
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Timothy Ayer/SMEDY

PROPOSAL FOR THE TOWNS OF NEWFIELDS, NEWMARKET, AND STRATHAM, NEW HAMPSHIRE (NNS) FOR THE FOLLOWING BROAD SERVICE CATEGORIES:

- ITEM 1: CURBSIDE COLLECTION AND TRANSPORTATION OF MUNICIPAL SOLID WASTE (MSW) TO A DESIGNATED DISPOSAL SITE
- ITEM 2: DISPOSAL OF MSW AT A LICENSED DISPOSAL SITE
- ITEM 3: CURBSIDE COLLECTION AND TRANSPORTATION TO A PROCESSING/HANDLING SITE FOR THE MARKETING OF RECYCLABLES
- ITEM 4 PROCESSING/HANDLING/MARKETING OF RECYCLABLES
- ITEM 5: DUMPSTER AND ROLLOFF CONTAINERS, AND TRANSPORTATION OF THE CONTENTS OF THOSE CONTAINERS TO EITHER A DESIGNATED DISPOSAL SITE, OR TO A SITE PROVIDED TO PROCESS/HANDLE/MARKET RECYCLABLES AS APPROPRIATE

1.1 INTRODUCTION

The Towns of NNS, New Hampshire, situated in Rockingham County, request proposals for curbside collection and transportation of municipal solid waste and curbside collection, transportation, and processing/handling/marketing of recyclables. The populations of each Town as estimated by the NH Office of Energy and Planning for the year 2015 are Newlields – 1685, Newmarket – 9170, and Stratham – 7334.

The intent of this request for proposal is to maintain a method of curbside collection for municipal solid waste and recyclable materials.

1.2 SCOPE OF WORK

The successful contractor shall provide expertise, labor, equipment, and materials for the curbside collection, transportation, and disposal of municipal solid waste (MSW), and curbside collection, transportation, and processing/handling/marketing of recyclables from all presently participating locations herein and future curbside refuse pick-up locations that the Towns have an obligation to service for the term of the contract. All work must be done in a professional manner and according to these specifications. Historic tonnages collected by Town are as follows:

	2010 US Ce	nsus Data	2011 T	onnage	2015 Tonnage		
Towns:	Population	Housing Units	MSW	Recyclables	MSW	Recyclables	
Newmarket	8,936	4,139	863	746	821	905	
Newfields	1,680	591	542		505	241	
Stratham	7,255	2,864	2,264	691	2103	851	

The information provided above is for estimation purposes only and does not constitute a guarantee of any future tonnages by any of the Towns.

The Towns will consider contract proposals with a commence date of January 1, 2017 for a three (3) year duration with a three (3) year renewal option.

1.3 ITEMS TO BE COLLECTED - MUNICIPAL SOLID WASTE

All items to be collected shall be municipal solid waste placed at the curbside with the exception of any type of liquid waste, animal carcasses, manure and renderings, tires, flammable liquids, pesticides, septage, asbestos materials, medical and dental waste, grease, cooking oil, leaves, yard waste, brush, ammunition and explosives, nuclear or atomic waste, any materials containing hazardous waste as defined by state and federal agencies, refrigerators, air conditioners or any appliance containing cfc's, building demolition and debris, steel, wood, bricks, stone, metal barrels or any other items not taken at the Turnkey Landfill in Rochester, NH.

Collected bags will not exceed 33 gallons in size or 30lbs in weight.

Newmarket Only: The contractor shall only collect bags in the Town of Newmarket bearing the official TOWN SEAL.

1.4 ITEMS TO BE COLLECTED - RECYCLABLES

Items to be collected as recyclable will be placed at the curbside in collection boxes provided by the Towns. Minimum items to be picked up via a "single stream" collection method and recycled are brown, clear, and green glass, #1 and #2 plastic, newspaper, cardboard, magazines, telephone books, "junk mail," office paper, aluminum cans, and tin/steel cans. Locations will be at participating households throughout the towns of Newfields, Newmarket, and Stratham. Curbside collection of recyclables shall be performed on the same day as the curbside collection of MSW.

1.5 DISPOSAL/PROCESSING

All MSW that is collected must be delivered and disposed at Turnkey Landfill in Rochester, NH under an agreement with the Lamprey Regional Cooperative of which NNS are member towns. The Towns will entertain proposals for disposal at a licensed or permitted facility acceptable to the Towns of NNS so long as the proposal provides separate quotes for tipping fee disposal. MSW will not be allowed to be disposed at an <u>unlined/unpermitted</u> landfill. The Towns reserve the right to enter into a contract for tipping fee disposal cost independent of the cost of collection.

All proposals must provide a separate cost to process recyclable materials, which must identify the location and entity receiving the materials. Processor must be approved by the Towns and shall not landfill or incinerate the materials received.

1.6 OWNERSHIP

The contractor shall become the owner of all items collected and be considered legally responsible for the proper and safe handling and disposal of items in accordance with all municipal, state, and federal rules, regulations, laws, etc.

1.7 CERTIFICATES OF INSURANCE

The Contractor agrees that it will carry any and all insurance which will protect it, the Towns of NNS and their officials, agents, volunteers and employees from any and all claims and demands, costs, damages, loss of service or consortium, expenses, compensation and attorneys' fees including but not limited to any and all claims for personal injury and/or death, workers' compensation injuries, and property damages which may, in any way, arise from or out of the operations of the Contractor whether such operations be performed by the Contractor itself, anyone directly or indirectly employed by it or any other persons or company retained in any way to carry on all or portion of the operations, activities or work required by or related to the Contract. The Contractor further agrees that the Towns of Newfields, Newmarket, and Stratham and its officials, agents, volunteers and employees shall be named as an Additional Insured in any and all such liability insurance policies required by the Town.

The contractor will provide insurance certificates for the following minimums coverage before starting work:

- Owners and Contractors Protective Bodily Injury \$500,000. each person/occurrence, \$2,000,000. total.
 Property damage \$500,000. each occurrence, \$2,000,000. total.
- B. General Liability Bodily Injury \$500,000. each person/occurrence, \$2,000,000. total. Property Damage \$500,000.00 each occurrence, \$2,000,000. total.
- C. Automobile Liability Bodily Injury \$500,000. each person/occurrence. \$2,000,000. each accident/occurrence. Property damage \$2,000,000. each occurrence.
- D. Worker's Compensation Statutory Requirements. The contractor shall provide worker's compensation. The Contractor's worker's compensation coverage must waive subrogation against the Towns of NNS and its officials, agents, volunteers and employees.

1.8 PROPOSAL FORMAT

Proposers must use the attached Bid Response Forms. All blanks are to be filled in and returned with this complete set of papers consisting of instructions to proposers, proposal form, a surety company "Bid Deposit" bond, or certified check, as security for the execution of the contract payable to the Town of Newmarket in the sum of not less than ten percent (10%) of the estimated first year cost of the bid, and a sample proposed contract, which will be executed separately by each town upon awarding of the bid. The proposer is expected to carefully examine provisions, project forms and the Towns of NNS before submitting a proposal. Failure to do so will not relieve a successful proposer from his/her obligation to fulfill the contract and the terms of this RFP. The submission of a proposal shall be considered prima facie evidence that the proposer has made an examination of the proposed work, plans, proposal, and is familiar with the conditions to be encountered in the performance of work and as to the requirements of the specifications, special provisions, and contracts.

Particular attention is called to the requirements of worker's compensation, public liability and motor vehicle insurance, liquidated damages, and the manner in which the work is to be performed. The price of the proposal shall include full compensation for all materials, equipment, tools, labor and incidental work necessary to complete the work to the satisfaction of the Towns. The prices shall include, without exception, all royalities and costs arising from patents, trademarks, or copyrights which may be involved in the work.

The proposer shall specify unit prices as outlined on the proposal form.

Any, or all, proposals will be rejected if there is any reason for the towns to believe that there is collusion among the proposers. Any proposal so rejected will disqualify the proposer from consideration and she/he may be disqualified from proposing on future work.

Before the awarding of the contract any proposer may be required to show that she/he has the necessary facilities, experience, ability, and financial resources to perform the work in a satisfactory manner and within the time stipulated.

The Towns reserve the right to reject any, or all, proposals.

A proposer may withdraw his/her proposal, provided the request is in writing and in the hands of the Newmarket Town Administrator before the time of the proposal opening. Such proposal(s) shall be returned unopened and unread.

The proposal envelope shall clearly indicate the name and address of the proposer with words "Curbside Collection Proposal" and "Due Date" on the front of the envelope. Proposals received after the time stipulated for the opening will be returned to the sender unopened. All proposals must be presented in triplicate to the Office of the Town Administrator at the Town of Newmarket, 186 Main Street, Newmarket NH 03857.

After the opening of proposals, the proposal security of all proposers will be returned within seven (7) business days (excluding Saturdays, Sundays, and holidays) with the exception of the three lowest eligible proposers. The proposal security of these three proposers will be returned upon execution and delivery of the contract award on or before December 31, 2016, unless forfeited by failure to execute the contract provided herein.

In the case a party to whom a contract is awarded shall fail or neglect to execute the contract and furnish the satisfactory bonds within the time specified, the Towns may determine that the proposer has abandoned the contract. Thereupon the proposal and acceptance shall be null and void, and the proposal security accompanying the proposal shall be forfeited to the Towns as liquidated damages for such failure, or neglect and to indemnify the Towns for any loss which may be sustained by the failure of the proposer to execute the contract and furnish the bonds as aforesaid, provided that in case of death, disability or other unforeseen circumstances affecting the proposer, such proposal security may be returned. After execution of the contract and acceptance of the bonds by the Towns, the proposal security accompanying the proposal of the successful proposer will be returned.

1.9 PRE-SUBMISSION CONFERENCE

All prospective proposers are required to attend a mandatory pre-submission conference to be held in the Stratham Town Offices, 10 Bunker Hill Avenue, Stratham NH at 10:00 a.m. on Wednesday, August 31, 2016. NO questions will be answered at any other time.

2.0 REFERENCES

Proposers shall provide at least five (5) references providing testimony to the proposer's experience, quality of service, and reliability. At least three (3) of those references shall be from communities presently under contract for service.

2.1 AWARD

The Towns may reject in whole, or in part, any submittal. The Towns will award based on the best interest of the Towns of NNS.

The selected contractor shall furnish to each Town, a performance bond for the faithful performance of this agreement. It shall be executed by a surety company licensed to do business in the State and to be in the penal sum of 110 percent of the estimated first year's billing (based on the bid and the estimated tonnage to be served). Said bond shall indemnify each Town against any loss resulting from any failure of performance by the contractor, not exceeding, however, the penal sum of the bond. The surety company shall provide a minimum of thirty days notice to each Town prior to the expiration and/or termination of the performance bond.

2.2 CONTRACT PERIOD

The minimum contract period shall be for a three (3) year period commencing January 1, 2017.

2.3 CONTRACT PRICE

Contract proposals shall include the following items and shall be the sole sum on which invoices are based:

- 1. Fee for curbside collection and transportation of MSW to Turnkey Landfill shall be presented as follows:
 - Fee per ton for collection and transportation.
 - b. Fixed fee for contract period.
- Proposals may include a tipping fee "per ton" (weight) for disposal of MSW at a licensed disposal site.
- Fee for the single stream curbside collection and transportation of recycling materials shall be presented as follows:
 - a. Fee per ton for collection and transportation.
 - b. Fixed fee for contract period.
- 4. Tipping fee "per ton" (weight) for processing of recyclables at a licensed facility.
- Additional Services: Fee for rolloff, dumpster and cart services presented as follows:
 - Rental fee per rolloff and dumpster 50 gallon carts as may be applicable
 - b. Transportation fee to a designated disposal site
 - c. Fee per ton for the disposal of bulky wastes within the rolloffs

No fuel surcharges or other fees and/or charges will be permitted under this contract. All proposals must specifically cite and clearly state any annual escalator factor to be used, if any, to adjust the stated rates when appropriate and the methodology to be employed.

The contractor will only charge the Towns for the waste collected within each Town's geographical limits and at stops approved by the Towns. Any per ton method of measurement will be based on weight, i.e., tonnage, at the disposal/processing site scale house. Scale house must be certified by the State Bureau of Weights and Measures. The Contractor must forward a copy of the scale ticket from the disposal/processing site for each load charged to the Towns with the monthly invoice.

The Towns reserve the right to have their agents inspect any contractor rubbish packer and perform surveillance to ensure that only each Town's trash is picked up, and transportation and disposal/processing is being charged to each Town appropriately.

The Contractor will submit a monthly invoice to each Town. All invoices will state date of delivery, truck identification number, and tonnage delivered. Official scale tickets for each delivery must be attached.

Upon receipt of the invoice, the Towns will have up to thirty (30) days to remit payment.

2.4 COLLECTION

Pickup of municipal solid waste and recyclables will be on a weekly basis at the present curbside locations. Routes and locations will be picked up in an efficient and consistent manner by contractor (penalties will be discussed at the Pre-Submittal Conference). Requests for changes in the routes and schedules during the contract period must be in writing and will not be permitted without prior written approval by each town.

Collection trucks shall be compaction type (packer) units, designed for collection of residential refuse and/or recyclables. The contractor shall provide an adequate number of vehicles approved by the Towns for regular collection services. They shall be kept in good repair, appearance and in a clean and sanitary condition at all times. Each vehicle shall have clearly visible, on each side, the name of the Contractor and contact information. All materials shall be hauled in a manner to prevent spillage, leakage, or blowing. In the event that any material leaves the truck, the material must be immediately cleaned up.

Empty solid waste and/or recycling containers shall be placed, and not dropped or thrown, in their original location or within two (2) feet of the travel way, and shall not be placed to block the travel way, sidewalk, or driveways.

2.5 COLLECTION SCHEDULE

The successful contractor shall submit a detailed collection schedule prior to commencement of work and the Towns of NNS will be responsible for the timely public notification. In all cases, MSW/recyclables cannot be picked up prior to 7:00 a.m. on the collection day. Weekends and holiday schedules will not be permitted. Holidays will be as defined by the Towns of NNS.

No material will be permitted to stay at the curb overnight past 6:00 p.m. on the designated day of collection. Adverse weather conditions will not be permitted to alter the date of collection without prior approval of each town.

The contractor will be obligated to make return trips to an area if a specific location is missed.

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

2.6 CLEAN-UP

The contractor is expected to clean up the curbside area due to animals or birds breaking open the bag, and leave the area clean after the stop has been picked up. Any material that is dropped on the ground due to a broken bag during collection shall also be picked up and removed from the roadside.

2.7 INDEMNITY

To the fullest extent permitted by law, Contractor shall protect, indemnify, save, defend and hold harmless the Towns of NNS, including its officials, agents, volunteers and employees ("Indemnified Parties"), from and against any and all

liabilities, obligations, claims, damages, penalties, causes of action, costs, interest and expenses, including but not limited to reasonable attorney and paralegal fees, which Indemnified Parties may become obligated or suffer by reason of any accident, bodily injury, personal injury, death of person, or loss of or damage to property, arising indirectly or directly under, out of, in connection with, or as a result of this Contract or the activities of Contractor or its agents, employees, contractors or subcontractors, and even if caused in whole or in part by any negligent or intentional act or omission of Indemnified Parties.

In addition, and regardless of respective fault, Contractor shall defend, indemnify and hold harmless the Indemnified Parties for any costs, expenses and liabilities arising out of a claim, charge or determination that Contractor's officers, employees, contractors, subcontractors or agents are employees of the Indemnified Parties, including but not limited to claims or charges for benefits, wages, fees, penalties, withholdings, damages or taxes brought in connection with laws governing workers compensation, unemployment compensation, social security, Medicare, state or federal taxation, and/or any other similar obligation associated with an employment relationship.

The Contractor's obligations to defend, indemnify, and hold harmless the Indemnified Parties hereunder shall survive the term of this Contract. The Towns of NNS reserve the right to retain counsel of their choice or in the alternative, approve counsel obtained by the contractor.

The Towns of NNS shall not be required to defend, indemnify, or insure the Contractor, any subcontractor or any professional service provider.

2.8 PUBLIC RELATIONS

The contractor shall establish and maintain a local office, or other such facility that shall be approved by the Town, through which it can be contacted; where services may be applied for; and complaints can be made. A direct toll free number shall be provided to accept customer service calls from residents. The contractor must provide an emergency "on call" authorized supervisor, or project manager, during collection hours to handle complaints and/or problems.

2.9 ASSIGNMENT

No assignment of the agreement or any right occurring under this agreement shall be made in whole or part by the contractor without the express written consent of the towns. In the event of any assignment the assignee shall assume the liability of the contractor.

3.0 PERMITS

The contractor shall obtain at his/her own expense all permits and licenses required by law to fulfill the contract agreement.

3.1 MISCELLANEOUS

The Town may request the dismissal or reassignment of any employee of the Contractor who violates any provisions hereof, or who is wanton, negligent, or discourteous in the performance of his/her duties.

The Contractor shall provide operating and safety training for all personnel. Each vehicle shall be equipped with a first aid kit, fire extinguisher, flare kits, etc.

The failure of the Town at any time to require performance by the Contractor of any provisions hereof shall in no way affect the right of the Town thereafter to enforce the same, nor shall waiver by the Town of any breach of any provisions thereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

3.2 ADDITIONAL SERVICES

In addition to the services described above, each town has the following needs for services, which are provided by the current contractor. Proposals are to address each of the stated needs and the associated costs, if any, to provide

each service. In addition to the Bid Response Form, responses to this Section may include a narrative, which succinctly and clearly describe the services being offered, as an attachment to the Bid Response Form. The Towns of NNS reserve the right to award a contract for these services separate from the curbside collection contract.

Town	Rolloffs1	Dumpsters ²	Carts (50 gallon) ²
Newmarket	One 50 yard; one 30 yard	Seven 8 yard	
Newfields			XV. Harday
Stratham	Three 30 yard; two ~30 yard recycling	One 8 yard; Five 4 yard; One 6 yard	Up to 24

Please state separately any rental, transportation, and/or disposal/processing charges per container (rolloff, dumpster, or cart) associated with servicing these needs.

- 1 Frequency of service on call as needed.
- ² Frequency of service once per week

By way of example, the Town of Stratham during the calendar year 2015 had following types of activity in their Transfer Station, which handles bulky wastes, and recycling items not collected at the curb. The current contractor preformed the following services:

- Provided 2-4 thirty yard rolloffs for bulk wastes
- Delivered 358 tons of bulky wastes to a licensed disposal site
- Provided 2 thirty yard custom rolloffs for recycling materials
- Delivered 22.46 tons of recyclable materials to a recycling processor
- Made 106 individual pulls of these rolloffs

PROPOSAL FOR COLLECTION, TRANSPORTATION, AND DISPOSAL OF MUNICIPAL SOLID WASTE & RECYCLABLES FOR THE TOWNS OF NEWFIELDS, NEWMARKET, AND STRATHAM, NH BID RESPONSE FORM.

Bidding Company Name: TROADO WASTE SERVICES
Address: 10 FILMIKE WHY
SOUTH PORTLAND, ME 04106
Telephone Number: (800) 310 - 7.070 Email address: TNEVING TROIAN
<u>Item 1:</u> Curbside Collection and Transportation of MSW to Turnkey Landfill:
Three year term: a. Per Ton cost:
Item 2: MSW Disposal Option Alternative:
Three year term: a. Per Ton Tipping Fee:
Disposal Site and Address:
Item 3: Curbside collection and transportation for recycling:
Three year term: a. Per Ton Fee: b. Fixed Fee for Term of Contract:
Item 4: Recycling Processing Option: Three year term: a. Per Ton Tipping Fee:
Processing Company, Site, and Address:
Item 5: Additional Services Option:

Container and Size	Rental Fee (monthly rate)	On-Call/Standing Order Transportation Fee (per mile, per pull, etc.)	Service Fee for once per week pickup	Per Ton Disposal/ Processing Fee
4 yard dumpster	*N/A		#109	NA
6 yard dumpster	NA		#145	NA
8 yard dumpster	NA		\$ 175	NA
10 yard dumpster	AIM		\$705	NA
30 yard bulk waste rolloff	Ø	#190		\$78
30 yard recycling rolloff	Ø	\$190-		\$35
50 gallon cart for recycling	Ø		4723 -	NA
50 YARI WAST	Ø	4-125		\$78 F
30 YORD CARDS	BORRO P	Page 8 of 9		\$
				97 of



Troiano Waste Services, Inc.

10 Filmike Way South Portland, ME 04106 Telephone: (800) 310-2070 2 – 100 Cubic Yard Rubbish Containers

TRANSFER STATION REFERENCES

Acton Bob Mann 35 H Road Acton, ME 04001 (207) 636-3108

Augusta
Bill Cross
Hatch Hill Landfill
112 Hatch Hill Road
Augusta, ME 04330
(207) 838-4600

Cape Elizabeth Bob Malley 21 Dennison Drive Cape Elizabeth, ME 04107 (207) 799-4151

Chebeague Island Marjorie Stratton 192 North Road Chebeague Island, ME 04107 (207) 846-3148

Greenland
Karen Anderson
Cemetary Lane
Greenland, NH 03840
(603) 431-7111
kanderson@greenland-nh.com

Kittery Norman Albert MacKenzie Lane Kittery, ME 03904 (207) 439-0333 nalbert@kitteryme.org

Newington Craig Daigle Little Bay Road Newington, NH 03801 (603) 436-1451 skihorse3157wmconnect.com

North Hampton John Hubbard Cherry Road North Hampton, NH 03862 (603) 964-6442 jhubbard@northhampton-nh.gov

Readfield Glen Hawes 8 Old Kents Hill Road Readfield, ME 04355 (207) 685-4939 readfield@roadrunner.com



WASTE MANAGEMENT
OF NEW HAMPSHIRE, INC.

Curbside Collection of MSW and Recycables
Services
Proposal to:

Towns of Newmarket/Newfields/Stratham, NH

Waste Management of New Hampshire, Inc. 30 Rochester Neck Road Rochester, NH 03839 Contact: Peter Lachapelle 603-330-2104

Executive Summary & Contractor Qualifications

Bid Bond

Municipal References

Bid Response Forms

Sample Contract

Copy of RFP



30 Rochester Neck Road Rochester, NH 03839 Tel: (603) 330-2104 Fax: (603) 330-2188

September 19, 2016

Town Administrator Town of Newmarket 186 Main Street Newmarket, NH 03857

"Curbside Collection Proposal"

Executive Summary

This proposal is being submitted on behalf of Waste Management of New Hampshire, Inc. We are prepared to provide services as outlined in the RFP specifications and are pleased to submit this supporting information so that you may evaluate our Company and the services proposed. We are also prepared to meet with you to review this offer in extensive detail at your request.

Company Profile

Waste Management is the premier waste services provider in North America. We are committed to customer satisfaction and long-term relationships, and we employ processes, techniques and technologies that safeguard the environment now and in the future.

Waste Management's operations span all of North America, providing vital services to homes, schools, businesses and government facilities.

These services include:

- Residential and Commercial Waste Collection
- Recycling Collection, Processing & Marketing
- Yard Waste Collection & Composting
- Containerized Refuse Collection
- Roll-Off Containers
- Construction & Demolition Debris Removal
- Industrial Services
- Waste Transfer and Disposal Services

The company is organized into 17 Market Areas throughout North America to insure that our many comprehensive, integrated assets work in harmony to provide the highest level of customer service and satisfaction.

New England Market Area: The New England Market Area is comprised of a comprehensive set of assets that allow Waste Management to offer a wide array of services to our clients. This Market Area includes 16 transportation centers dispatching over 500 vehicles each day. We operate 10 state-of-the-art landfills, 10 transfer stations and 3 C&D processing facilities, providing secure disposal of municipal solid waste. Finally, we operate 5 recycling facilities to process and market recyclables including our latest "single stream" site located in Billerica, Ma.

<u>Customer Service</u>: Our Customer Service Center, is staffed with the highest caliber individuals, and is designed to provide "one stop shopping" for our customers in a professional and courteous manner. We maintain a highly trained staff to field service inquiries and provide prompt assistance to our clients. All contacts are recorded in our database, which we routinely provide to our municipal partners.

Since July 2007 Waste Management has enlisted J.D. Powers and Associates to gain a better understanding of the "voice of the customer". Via in depth customer surveys we are learning how we can best tailor our service for each customers needs. The New Hampshire/Maine market area, your local service team, was recently ranked number one in the company for customer engagement and service.

<u>Safety:</u> No priority is higher than safety at Waste Management. The company is committed to operating in the safest manner possible, and has implemented a comprehensive "Mission to Zero" initiative to assure the safety of all our employees, our customers, and the general public. We understand providing solid waste and recycling collections services is an important expectation and we strive to provide a high level of service without ever compromising safe operations.

When it comes to screening potential employees, Waste Management has strict policies and standards. We've found that the "standard background check" that most organizations use is simply not enough. In additional to drug testing and employment verification, Waste Management runs extensive background checks that include local and regional sex offender registries, terrorist lists, and social security checks. We also conduct federal and county criminal history checks. Our motor vehicle history checks far exceed the minimum DOT requirements. We recognize the importance to our customers that employees of Waste Management are the type of professionals you'd want in Newmarket, Newfields and Stratham to service your residents.

<u>Commitment to the Community:</u> Waste Management maintains a strong local commitment to every community we serve. Not only do our employees live, work and raise their families in these communities, but we are privileged to work in a business that improves the health and safety of individuals and communities in a very direct way. Making communities cleaner, safer and stronger is a central focus for us. The company

embraces the opportunity to be a good corporate citizen through a vigorous and growing community relations program.

We have always been a company committed to customer satisfaction and long-term relationships. And we have demonstrated that commitment time and time again through our focus on high-quality service in every aspect of our operations. Our timely response and close proximity, provides the Towns with unsurpassed service. Coupled with assets in excess of \$20 billion, Waste Management is the strongest integrated environmental services company in the country. This financial strength gives real meaning to indemnification that Waste Management provides from waste-related claims. The indemnification provides significant protection against CERCLA/Superfund actions at Waste Management-owned landfills. This comprehensive liability protection is provided only to customers who contract services directly with Waste Management.

Performance Bond and Certificate of Insurance

Upon award Waste Management will provide the Towns with a performance bond equal to 110% of the annual contract amount and certificate of insurance and will list Towns of NNS as additional insured.

Owners Shareholders

Waste Management of New Hampshire, Inc is a Connecticut corporation authorized to do business in New Hampshire as of July 1, 1971. WMNH Inc is a subsidiary of Waste Management Holding Inc who owns 100% of the stock of WMNH Inc. The ultimate parent corporation, Waste Management Inc is a publically traded company listed on the NYSE. The only current investor holding greater than 10% of the company stock is:

Capital World Investors 333 South Hope Street Los Angeles, CA 90071

Experience and References

Waste Management provides solid waste and recycling services to over 180 communities throughout New England. We have attached a list of New Hampshire and Maine municipal clients currently receiving curbside collection services in the section labeled "References." We encourage you to contact our municipal clients to verify our capabilities.

Equipment and Staffing

The Towns would be served from our Rochester, NH transportation center. All equipment will be maintained and cleaned at these facilities and spare equipment is stored here for handling peek periods and to replace front-line vehicles during repairs. The number of vehicles and staffing is shown on the chart below.

Service Type	Number of Vehicles	Number of Employees
Curbside MSW Collection	1	1
Curbside Single Stream Collection	1	1

Equipment

Waste Management utilizes a centralized procurement team to purchase all capital equipment for projects of this nature. We have a fleet strategy to spec vehicles that if properly maintained allow for an eight to ten year productive life. We also require a 15% spare to operating equipment ratio to support scheduled and unscheduled repair cycles and to be available for peek services periods. All vehicles are equipped with all DOT and OSHA required safety devices including back-up cameras on all one-person operations (front load, side load etc.).

Service	QTY	Size	Туре
MSW Collection	1	31yd	2017 Mack Chassis / McNelius Manual Sideload
Single Stream	1.	31yd	2017 Mack Chassis / McNelius Manual Sideload
Recycling			

Management and Supervision

Waste Management will offer a team of personnel to oversee and manage all aspects of the potential contract. Our current management team includes:

James Nocella, Public Sector Services Manager – Responsible for overall management of all municipal contract activities in New England. 603-929-3354 (Office) - 617-590-8229 (Cell) email: jnocella@wm.com

Peter Lachapelle, Public Sector Services Representative – Responsible for all interaction and communication with municipal clients in Northern New England. Mr. Lachapelle will work with the Town as contract manager for the potential contract. 603-330-2104 (Office) - 603-396-9602 (Cell) email: plachape@wm.com

Steve Cates, District Manager – Responsible for all operational activities at our Rochester Hauling District. Mr. Cates will be responsible for the oversight of solid waste collection & recycling collection services for the contract. 603-330-2188 (Office) - 603-231-8374 (Cell) email: scates@wm.com

Chris Kanca, Route Manager – Responsible for day-to-day msw & recycling services to Town residents. Our Route Manager will handle front line communications with the Town staff to ensure all issues are resolved in accordance with the potential contract. 603-330-2159 (Office) – 603-231-7639 (Cell) email: ckanca@wm.com

Toll Free Customer Service - 800-847-5303

Waste Managements On Board Computing

All of our trucks are equipped with an on board computing system. This innovative technology enables our collection operations to plan, execute and confirm service using mobile devices. The mobile system allows the drivers to safely service our customers while providing continuous information to our central dispatch. With an interactive touch screen the mobile console supplies the driver with all the necessary information to complete the route. The real time connection between the driver and dispatch provides a means for instant communication, service notifications as well as vehicle and driver safety information. The dispatch component of our on board computing system displays a panoramic view of an entire fleets location, service status, route sequence and completion progress all in real-time. Route Managers and Dispatchers are able to make decisions on splitting routes, redirecting trucks and workload capacity. This on board computing system is actively contributing to the transformation of Waste Management thinking green. The elimination of paper, improved operational efficiencies and improved customer communication is accomplished through the use of this system.

Proposal Specific Clarifications

Waste Management upon award will negotiate the final agreement between the Town's and Waste Management. A copy of a sample proposed contract is included in the bid response.

Collection & Disposal

It is our intention to transport all acceptable municipal solid waste and recycling under the Lamprey Regional Cooperative Agreement to our Turnkey Recycling and Environmental Enterprises state-of-the-art landfill located in Rochester, NH. This site is owned and operated to the highest environmental standards by Waste Management. NNS solid waste will contribute to our gas-to-energy ecoline project with the University of New Hampshire.

The Ecoline landfill gas project will pipe enriched and purified gas from Waste Management's Turnkey Recycling and Environmental Enterprise (TREE) to University of New Hampshire's Durham campus. The renewable, carbon-neutral landfill gas, will replace commercial natural gas as the primary fuel in UNH's cogeneration (co-gen) plant, enabling UNH to provide its student residence halls and academic buildings with energy from a renewable source. By reducing the university's dependence on fossil fuels and reducing greenhouse gas emissions, Ecoline is an environmentally and fiscally responsible initiative.

Collection of single stream recycling will be marketed as recyclables and will not be disposed of as waste in the landfill or other means, except materials that cannot be recycled due to contamination. Contamination will be reported in writing to the Board of Selectmen and means of prevention reviewed on each such occurrence.

Credit Per Ton

Per the Lamprey Regional Cooperative Agreement, Waste Management will offer a \$1.00 per ton credit for MSW to any participating community that also contracts with Waste Management of New Hampshire, Inc. to provide collection services.

Pricing Escalation

Yearly increase for collection and transportation for Municipal Solid Waste & Single Stream Recycling and Roll-off work will be fixed at 3%.

Curbside Refuse and Recycling Collection Schedule

It is our intention to maintain the existing 3 days per week curbside collection of refuse and weekly curbside collection of single stream recycling schedule for the Town of Newmarket. Town of Newfields 1 day per week collection on Thursday and the Town of Stratham would increase from 2 days to 4 days per week. Waste Management reserves the right to modify the schedules with the Town's review.

Marketing and Processing of Recyclable Materials

Processing of Recyclable Materials:

Town shall also exclusively provide to TREE's materials recovery processing facility located in Rochester, New Hampshire all of the single stream recyclable materials generated within the Town and meeting the specifications as defined in Exhibit C ("Specifications) attached hereto ("Acceptable Recyclable Materials"). In the event that the single stream recyclable materials do not meet Specifications, the load may be rejected and/or Town shall have the sole responsibility for any resulting settlement or adjustments, including, but not limited to: price reductions, transportation, and disposal costs. The Town shall not allow scavenging of Acceptable Recyclable Material. Title to and liability for Excluded Materials, as defined in Exhibit C, shall remain with Town at

all times. Title to Acceptable Recyclable Materials provided by Town to Company is transferred to Company upon Company's receipt or collection unless otherwise provided in this Agreement or applicable law. Company reserves the right at its sole discretion upon notice to Town to discontinue acceptance of any category of Acceptable Recyclable Material as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials which are subject to this Agreement.

The value of the Acceptable Recyclable Materials shall be as set forth on Exhibit D. It shall be conclusively presumed that the composition of the Acceptable Recyclable Materials collected by the Company shall be identical to the composition of all single stream recyclable materials processed by Company at the processing facility used, as established from time to time by Company. Notwithstanding the foregoing, Company may perform a composition study of the Acceptable Recyclable Materials to determine the composition percentage of each commodity for the material and may revise the amount payable or chargeable to Town to reflect the actual composition of Town's Acceptable Recyclable Materials. Town acknowledges that the value of the Acceptable Recyclable Materials may be negative. An example of the monthly calculation to determine the charge or rebate is set forth on Exhibit E.

The parties acknowledge that maintenance of the quality of the single stream recyclable materials is a requirement of this Agreement, subject to the provisions contained herein. The Town shall use reasonable efforts to inform its residents of the quality requirements hereunder and enforce its standards for the acceptance of single stream recyclable materials. Company shall provide reasonable assistance to the Town in such efforts.

EXHIBIT C

RECYCLABLES - SPECIFICATIONS

RECYCLABLES shall be dry, loose, not bagged, and include only the following:

Aluminum food and beverage containers - empty	Glass food and beverage containers – brown, clear, or green - empty
Ferrous (Iron) cans – empty	PET plastic containers with the symbol #1 – with screw tops only - empty
HDPE natural plastic containers with the symbol #2 (milk and water bottles) – empty	HDPE pigmented plastic containers with the symbol #2 (detergent, shampoo bottles, etc.) - empty
Plastics with symbols #3, #4, #5, #6, #7 - empty	Newsprint
Old corrugated containers	Magazines, glossy inserts and pamphlets
Catalogs	Cereal boxes; detergent, gift and snack boxes
Telephone books	Printer paper
Copier paper	Mail
All other office paper without wax liners	

RECYCLABLES do not include the following:

Bagged materials (even if containing Recyclables)	Microwave trays
Mirrors	Window or auto glass
Light Bulbs	Ceramics
Porcelain	Plastics unnumbered
Plastic bags, expanded polystyrene	Coat hangers
Glass cookware/bakeware	Household items such as cooking pots, toasters, etc.
Flexible packaging and multi-laminated materials	Wet fiber
Excluded Materials	Fiber containing, or that has been in contact with, food debris
Any recyclable materials, or pieces of recyclable materials, less than 2" in size in any dimension	Any other item not listed above as a Recyclable

DELIVERY SPECIFICATIONS:

Recyclables delivered by or on behalf of Customer may not contain more than 7% non-Recyclables and may contain no Excluded Materials. Customer shall not discontinue collection of any material listed as a Recyclable, nor divert, retract, or withdraw from the delivered Materials any Recyclables listed in this Exhibit C.

Town will be responsible for the presence of, and any cost associated with the removal of non-recyclables in excess of 7% by weight of each delivered load and any Excluded Materials, which Contractor shall cause the Town to be invoiced separately by the Recycling Facility with information documenting weight and transportation and disposal costs. 'Excluded Materials' means waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, or chemical or other properties that are deleterious or capable of causing material damage to any part of Recycling Facility, its personnel or the public or materially impair the strength or the durability of the Recycling Facility's structures or equipment. Title to and liability for Excluded Materials shall remain with the Town at all times. Title to Recyclables provided by the Town to Contractor is transferred to Contractor upon Contractor's receipt or collection unless otherwise provided in this Agreement or applicable law.

EXHIBIT D

ACCEPTABLE RECYCLABLE MATERIAL VALUE

1. VALUE SHARE

Where the Blended Value is greater than the Processing Fee, Town's Value Share is 50% of the difference between the Blended Value and the Processing Fee. When the Blended Value is less than the Processing Fee, Town shall pay Company the difference between the Processing Fee and the Blended Value.

2. BLENDED VALUE

To calculate the Blended Value per ton of the Acceptable Recyclable Materials,

- (a) The percentage of each Recyclable and Non-Recyclable component set forth below contained in the Town's recyclables as established and revised from time-to-time by audit, is multiplied by the current value of each commodity set forth below; and
- (b) Each commodity value per ton is added together to obtain the Blended Value per ton.

(c) Town acknowledges that the value of a commodity may be negative.

Blended Value is calculated monthly.

- "PPW" means the higher of the prices issued by RISI PPI Pulp & Paper Week for the New England Region, Domestic Price, 1st issue of the month retroactive to the first of the month.
- "SMP" means the average of the price published at www.ŞecondaryMaterialsPricing.com, for the New England Region, first dated price each month, retroactive to the first of the month.
- "Actual Value" means the average price paid to or charged to the processing facility during the
 month of delivery of the recyclables less any freight, customs charges, duties, or other charges
 paid to third parties for the sale of such Recyclables.
- If PPW or SMP (or both) is no longer reflective of prevailing market conditions or if an alternative publication more accurately reflects such market conditions, then Company may propose to use any such alternative publication(s) or alternate method to determine the value of each commodity set forth below. Town's consent, which shall not be unreasonably withheld, conditioned or delayed, to the use of such alternate publication or method shall be required.
- "Transportation and Disposal" means the charge for transporting residue from the processing facility per ton in the month of delivery to the disposal facility.

Material Component

Newspapers, magazines and inserts Cardboard All other paper Aluminum / beverage cans Steel/Tin Plastic #1 Plastic #2 Natural Plastic #2 Colored Mixed Plastics #3 - #7 Glass Residue

Commodity Value

PPW ONP #8
PPW OCC #11
PPW #2 Mixed Paper
SMP for Aluminum Cans (Sorted, Baled, ¢/lb, delivered)
SMP for Steel Cans (Sorted, Baled, ¢/lb, delivered)
SMP for PET (baled, ¢/lb. picked up)
SMP for Natural HDPE (baled, ¢/lb. picked up)
SMP for Colored HDPE (baled, ¢/lb. picked up)
Actual Value
Actual Value
Fixed Value \$60.00/ton

3. CHARGES

- (a) The initial Processing Fee is \$80.00 per delivered ton subject to change in accordance with this Agreement.
- (b) The Processing Fee may be increased as calculated below on the anniversary of the Effective Date ("Anniversary Date") and such increase shall be effective on such Anniversary Date and shall be recalculated and effective each Anniversary Date thereafter. Increases to the Processing Fee shall be in proportion to the increase in the Consumer Price Index ("CPI") for the twelve (12) months ending one month prior to the Anniversary Date. In the event the CPI is no longer viable or no longer reflective of consumer prices in the Newmarket metropolitan geographic region, another consumer pricing index or method of adjustment may be used as a replacement for the CPI, subject to the mutual consent of the parties. "CPI" means the Consumer Price Index-All Urban Consumers (CPI-U), New England, Water, Sewer, Trash Collection, Not Seasonally Adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics (1982-1984=100).

Complaint Resolution

Resident calls 800 customer service number, a service ticket is created and forwarded to operations for resolution and ticket is closed. Complaint tickets are monitored by operations manager to ensure timely resolution to complaint.

Payment Terms

Waste Management will invoice the Towns of NNS no more frequently than monthly following the beginning date of the contract. Payment terms 30 days following receipt of invoice. Statements will be sent to:

Town of Newfields Board of Selectmen 65 Main Street Newfields, NH 03856

Town of Newmarket Board of Selectmen 186 Main Street Newmarket, NH 03857

Town of Stratham Board of Selectmen 10 Bunker Hill Avenue Stratham, NH 03885

Remit to address: Waste Management of Rochester NH Hauling PO Box 13577 Philadelphia, PA 19101-3577

Site Visit/Tours

Site visit/tours are always welcome at Waste Management's Turnkey Recycling and Environmental Enterprise (TREE). Please contact either Terry Skinner at 603-330-2106 or Peter Lachapelle at 603-330-2104 for scheduling.

Contact Information

Primary Contact: Peter Lachapelle

Title:

Public Sector Services Representative

Address:

Waste Management of New Hampshire, Inc.

30 Rochester Neck Road, Rochester, NH 03839

Office Phone:

603-330-2104

Cell Phone:

603-396-9602

Office Fax:

603-330-2130

Email:

PLachape@wm.com

In closing, we believe Waste Management offers the operational expertise and financial strength to become a valuable partner with the Town of Newfields, Newmarket, and Stratham as you select a vendor to manage your curbside collection of solid waste and recycling program. We are prepared to meet with you to review the details of our proposal.

Thank you for your consideration and we look forward to your review process and decision on this important contract.

Sincerely,

Waste Management

Peter Lachapelle

Public Sector Services Representative

Bid Bond

KNOW ALL MEN BY THESE PRESENTS that we,	
WASTE MANAGEMENT OF NEW HAMPSHIRE, INC. 90 Rochester Neck Road, Rochester, NH, 03839 as Principal, hereinafter called the Principal, and	
WESTERN SURETY COMPANY 333 South Wabash Avenue Floor 22, Chicago, IL, 60604 a corporation duly organized under the laws of the state of as Surety, hereinafter called the Surety, are held and firmly	
TOWN OF NEWMARKET 186 Main Street, Newmarket, NH, 03857 Obligee, hereinafter called the Obligee, in the sum of Ten F Dollars (\$ 10% of the Estimated 1st Year Cost of the Bid), for the paymer said Principal and the said Surety, bind ourselves, our h assigns, jointly and severally, by these presents. WHEREAS, the Principal is herewith submitting	nt of which sum well and truly to be made, the neirs, executors, administrators, successors, and
Collection, Transportation, and Disposal of Municipal Solid Wasi	te & Recyclables
NOW, THEREFORE, if the Obligee shall accept the bid a Contract with the Obligee in accordance with the terms be specified in the bidding or Contract Documents we performance of such Contract and for the prompt par prosecution thereof, or in the event of the failure of the bond or bonds, if the Principal shall pay to the Obligee between the amount specified in said bid and such larger contract with another party to perform the Work covered void, otherwise to remain in full force and effect.	of such bid, and give such bond or bonds as may ith good and sufficient surety for the faithful yment of labor and material furnished in the Principal to enter such Contract and give such the difference not to exceed the penalty hereof amount for which the Obligee may in good faith
Signed, sealed and executed thisday of	September , 20 <u>16</u> .
WASTE MANAGEMENT OF NEW HAMPSHIRE, INC.	WESTERN SURETY COMPANY
Principal	Surety
By: Lupe Tyler, Attorney-in-Fact	By: WerdyW. Stuckey Wendy W. Stuckey Attorney-In-Fact
Witness: Manni Alam. Naomi Harris	Witness: Blanca Phillips

POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS that Waste Management, Inc. and each of its direct and indirect majority owned subsidiaries (the "WM Entities"), have constituted and appointed and do hereby appoint Anoop Chawla Adlakha, Margaret Buboltz, Jennifer S. Copeland, KD Conrad, Vanessa Dominguez, Michael J. Herrod, Jennifer L. Jakaitis, Myisha Jefferson, Annette Leuschner, Wendy W. Stuckey, Nancy Thomas, Lupe Tyler, Susan A. Welsh and Stephenie Whittington of Aon Risk Services Southwest, Inc., each its true and lawful Attorney-in-fact to execute under such designation in its name, to affix the corporate seal approved by the WM Entities for such purpose, and to deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

- Surety bonds to the United States of America or any agency thereof, and lease and
 miscellaneous surety bonds required or permitted under the laws, ordinances or
 regulations of any State, City, Town, Village, Board or any other body or
 organization, public or private.
- 2. Bonds on behalf of WM Entities in connection with bids, proposals or contracts.

The foregoing powers granted by the WM Entities shall be subject to and conditional upon the written direction of a duly appointed officer of the applicable WM Entity (or any designee of any such officer) to execute and deliver any such bonds.

The signatures and attestations of such Attorneys-in-fact and the seal of the WM Entity may be affixed to any such bond, policy or to any certificate relating thereto by facsimile and any such bond, policy or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the applicable WM Entity when so affixed.

IN WITNESS WHEREOF, the WM Entities have caused these presents to be signed by the Vice President and Treasurer and its corporate seal to be hereto affixed. This power of attorney is in effect as of September 19^{+h}, 2016.

Witness:

Viana long

Devina A. Rankin

Vice President and Treasurer

each of the other WM Entities

On behalf of Waste Management, Inc. and

PROPOSAL FOR COLLECTION, TRANSPORTATION, AND DISPOSAL OF MUNICIPAL SOLID WASTE & RECYCLABLES FOR THE TOWNS OF NEWFIELDS, NEWMARKET, AND STRATHAM, NH BID RESPONSE FORM.

Bidding Company Name: Waste Management of New Hampshire Inc
Address: 30 Prachester Nick Rol
Rochester NH 03839
Telephone Number: \[\langle 03.330.3104 \] Email address: \[plachape @ wm .com_
Item 1: Curbside Collection and Transportation of MSW to Turnkey Landfill:
Three year term: a. Per Ton cost: \$\\\ \D\$ \\\ \S\\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\
Item 2: MSW Disposal Option Alternative:
Item 2: MSW Disposal Option Alternative: Three year term: a. Per Ton Tipping Fee: Lamprey Disposal Agreement - per agreement 4 100 per ton Credit with Collection contract Disposal Site and Address: Turnley Landfill 90 Rochester Neck Rd Richester Ntl 03839
Disposal Site and Address: Turnley Landfill 90 Rochester Neck Rd - Richester Ntl 03839
<u>Item 3:</u> Curbside collection and transportation for recycling:
Three year term: a. Per Ton Fee: \$\\\ \delta
Item 4: Recycling Processing Option: Three year term: a. Per Ton Tipping Fee: 415 - See Processing for mula attached
Processing Company, Site, and Address: W. W. Rec. & Cling Billerica 73 Solem St. Billerica MA DIBO!
Item 5: Additional Services Option:

Container and Size Rental Fee (monthly rate) A yard dumpster B yard dumpster Container and Size Rental Fee (per mile, per week pickup) A yard dumpster Container and Size Rental Fee (per mile, per week pickup) Rental Fee (per mile, per we		3 3	0			
4 yard dumpster 6 yard dumpster 1 in cluded 1 in cluded 1 in cluded 1 in cluded 10 yard dumpster 10 yard dumpster 10 yard dumpster 10 yard dumpster 10 yard bulk waste rolloff 10 yard recycling rolloff 10 yard recycling rolloff 10 yard recycling rolloff 10 yard recycling rolloff 10 yard dumpster 10 yar	Container and Size	And the state of t	Order Transportation Fee (per mile,	10 as as as	, A =	ě
8 yard dumpster 10 yard dumpster 10 yard dumpster 10 yard bulk waste rolloff 10 yard recycling rolloff 10 yard dumpster 10	4 yard dumpster	included		included	inclieded	
10 yard dumpster in cluded in cluded included in	6 yard dumpster	included		included		3
30 yard bulk waste rolloff included 305.00 per haul lampiey Disposal Pat 30 yard recycling rolloff Included 305.00 per haul see a Hached process	8 yard dumpster	included		in cluded	included	
30 yard bulk waste rolloff included \$105.00 per haul lamping Disposal Pat 30 yard recycling rolloff included \$105.00 per haul see attached process	10 yard dumpster	included		included	included	
30 yard recycling rolloff included \$ 205.00 per haul see attached process	30 yard bulk waste rolloff	included	\$ 205.00 per haul		Lampiey Dispos	al Rates
	30 yard recycling rolloff	included			Sec attached	processing
50 gallon cart for recycling /n. cluded per cart See attached proces	50 gallon cart for recycling	¥		4 93.00 ber bree-4	See attached	processing

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

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

Please include your Certificates of Insurance as requested.

I certify that I am familiar with all aspects of the specifications associated the work to be performed, and have anticipated all contingencies relative to the local conditions under which the work will be performed. I further certify that submission of this proposal constitutes my acknowledgment and certification of having adequate knowledge of specific site conditions and specifications in order to successfully perform the tasks involved in implementing the project as described. Further, I agree and understand that these specifications are a material part of my submission and shall be the performance standards under any eventual contract executed between my company and the Towns of Newfields, Newmarket, and Stratham and shall be incorporated by reference therein.

I further certify that I am the duly authorized agent of the stated company and have full authority to present this Bid Response Form.

Person Submitting Bid:

Name/Title:

Rublic Sector Representative (Print or Type)

(Signature)

Date

EXHIBIT C

RECYCLABLES - SPECIFICATIONS

RECYCLABLES shall be dry, loose, not bagged, and include only the following:

Aluminum food and beverage containers - empty	Glass food and beverage containers - brown, clear, or green - empty
Ferrous (Iron) cans – empty	PET plastic containers with the symbol #1 – with screw tops only – empty
HDPE natural plastic containers with the symbol #2 (milk and water bottles) – empty	HDPE pigmented plastic containers with the symbol #2 (detergent, shampoo bottles, etc.) - empty
Plastics with symbols #3, #4, #5, #6, #7 - empty	Newsprint
Old corrugated containers	Magazines, glossy inserts and pamphlets
Catalogs	Cereal boxes; detergent, gift and snack boxes
Telephone books	Printer paper
Copier paper	Mail
All other office paper without wax liners	

RECYCLABLES do not include the following:

Bagged materials (even if containing Recyclables)	Microwave trays
Mirrors	Window or auto glass
Light Bulbs	Ceramics
Porcelain .	Plastics unnumbered
Plastic bags, expanded polystyrene	Coat hangers
Glass cookware/bakeware	Household items such as cooking pots, toasters, etc.
Flexible packaging and multi-laminated materials	Wet fiber
Excluded Materials	Fiber containing, or that has been in contact with, food debris
Any recyclable materials, or pieces of recyclable materials, less than 2" in size in any dimension	Any other item not listed above as a Recyclable

DELIVERY SPECIFICATIONS:

Recyclables delivered by or on behalf of Customer may not contain more than 7% non-Recyclables and may contain no Excluded Materials. Customer shall not discontinue collection of any material listed as a Recyclable, nor divert, retract, or withdraw from the delivered Materials any Recyclables listed in this Exhibit C.

Town will be responsible for the presence of, and any cost associated with the removal of non-recyclables in excess of 7% by weight of each delivered load and any Excluded Materials, which Contractor shall cause the Town to be invoiced separately by the Recycling Facility with information documenting weight and transportation and disposal costs. 'Excluded Materials' means waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, or chemical or other properties that are deleterious or capable of causing material damage to any part of Recycling Facility, its personnel or the public or materially impair the strength or the durability of the Recycling Facility's structures or equipment. Title to and liability for Excluded Materials shall remain with the Town at all times. Title to Recyclables provided by the Town to Contractor is transferred to Contractor upon Contractor's receipt or collection unless otherwise provided in this Agreement or applicable law.

EXHIBIT D

ACCEPTABLE RECYCLABLE MATERIAL VALUE

1. VALUE SHARE

Where the Blended Value is greater than the Processing Fee, Town's Value Share is 50% of the difference between the Blended Value and the Processing Fee. When the Blended Value is less than the Processing Fee, Town shall pay Company the difference between the Processing Fee and the Blended Value.

2. BLENDED VALUE

To calculate the Blended Value per ton of the Acceptable Recyclable Materials,

- (a) The percentage of each Recyclable and Non-Recyclable component set forth below contained in the Town's recyclables as established and revised from time-to-time by audit, is multiplied by the current value of each commodity set forth below; and
- (b) Each commodity value per ton is added together to obtain the Blended Value per ton.
- (c) Town acknowledges that the value of a commodity may be negative.

Blended Value is calculated monthly.

- "PPW" means the higher of the prices issued by RISI PPI Pulp & Paper Week for the New England Region, Domestic Price, 1st issue of the month retroactive to the first of the month.
- "SMP" means the average of the price published at www.SecondaryMaterialsPricing.com, for the New England Region, first dated price each month, retroactive to the first of the month.
- "Actual Value" means the average price paid to or charged to the processing facility during the month of delivery of the recyclables less any freight, customs charges, duties, or other charges paid to third parties for the sale of such Recyclables.
- If PPW or SMP (or both) is no longer reflective of prevailing market conditions or if an
 alternative publication more accurately reflects such market conditions, then Company
 may propose to use any such alternative publication(s) or alternate method to determine
 the value of each commodity set forth below. Town's consent, which shall not be
 unreasonably withheld, conditioned or delayed, to the use of such alternate publication or
 method shall be required.
- "Transportation and Disposal" means the charge for transporting residue from the processing facility per ton in the month of delivery to the disposal facility.

Material Component

Newspapers, magazines and inserts Cardboard All other paper Aluminum / beverage cans Steel/Tin Plastic #1 Plastic #2 Natural Plastic #2 Colored Mixed Plastics #3 - #7 Glass Residue

Commodity Value

PPW ONP #8
PPW OCC #11
PPW #2 Mixed Paper
SMP for Aluminum Cans (Sorted, Baled, ¢/lb, delivered)
SMP for Steel Cans (Sorted, Baled, ¢/lb, delivered)
SMP for PET (baled, ¢/lb. picked up)
SMP for Natural HDPE (baled, ¢/lb. picked up)
SMP for Colored HDPE (baled, ¢/lb. picked up)
Actual Value
Actual Value
Fixed Value \$60.00/ton

3. CHARGES

- (a) The initial Processing Fee is \$80.00 per delivered ton subject to change in accordance with this Agreement.
- (b) The Processing Fee may be increased as calculated below on the anniversary of the Effective Date ("Anniversary Date") and such increase shall be effective on such Anniversary Date and shall be recalculated and effective each Anniversary Date thereafter. Increases to the Processing Fee shall be in proportion to the increase in the Consumer Price Index ("CPI") for the twelve (12) months ending one month prior to the Anniversary Date. In the event the CPI is no longer viable or no longer reflective of consumer prices in the Newmarket metropolitan geographic region, another consumer pricing index or method of adjustment may be used as a replacement for the CPI, subject to the mutual consent of the parties. "CPI" means the Consumer Price Index-All Urban Consumers (CPI-U), New England, Water, Sewer, Trash Collection, Not Seasonally Adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics (1982-1984=100).

			D- 1				1			- 3-		
		Current Composti Market	Market		- marin ()	price/lb	bs/ton (if price in	price/ton	less delivery	lbs/ton	delivery/ton	n net
Commodity	Index*	%uo	on % Value/Ton	Values		or ton	(sq					
OCC (Cardboard)	PPI OCC #11	20.78%	20.78% \$ 110.00 \$	22.86		\$ 110.00		S 110.00				\$ 110.00
ONP (Newspapers, magazines and inserts)	(S)	38.86% \$	\$ 75.00 \$	29.15	PPI	\$ 75.00		S 75.00				\$ 75.00
Mixed Paper (All other paper)	PPW Mixed Paper #2	1.73%	\$ 60.00 \$	1.04		\$ 60.00		S 60.00				
Aluminum Beverage Cans	SMP for Aluminum Cans (Sorted, Baled cents/lb. delivered minus \$.08 per pound)		1.41% \$1,000.00 \$. 14.07		\$ 0.58	2,000	\$1,160.00	69	0.08 2000	\$ 160.00	S
Steel/Tin Cans	SMP for Steel Cans (Sorted, densified, S/ton and delivered)	2.60% \$	\$ 60.00 \$	1.56		\$ 60.00		\$ 60.00	69		69	\$ 60.01
PET (Plastic #1)	SMP for PET (baled, cents/lb. picked up)	2.71% \$	\$ 220.00 \$	5.95		\$ 0.110		69				\$ 220.00
Natural HDPE (Plastic #2)	SMP for Natural HDPE (baled, cents/lb. picked up)	0.81% \$	\$ 650.00 \$	5.28		\$ 0.325	2,000	69				- 1
Colored HPDE (Plastic #2)	SMP for Colored HDPE (baled, cents/lb. picked up)	0.81% \$	\$ 340.00 \$	2.76	9 8	\$ 0.170		69				\$ 340.00
Mixed Plastics (Plastic #3-7)	Actual Value	3.04% \$	\$ 78.40 \$	2.38	1	\$ 0.039		69				\$ 78.4
Glass	Actual Value	20.24% \$	S (24.74) S	(5.01	į.	\$ (24.74)		\$ (24.74)				\$ (24.7
Residue	Fixed Rate	7.00%	\$ (00.00) \$	(4.20)		\$ (60.00)		\$ (60.00).				\$ (60.00)
	Total/Blended Value	100.00%	S	75.85						1		1
				the state of the s		-						
	MRF Processing Fee	\$ 80.00	-									
	Transportation	\$ 35.00	s	(39.15)	-	-			1			
	50% share above Processing Fee											
Blended Value is Calculated Monthly.												
PI means the higher of the prices issu	* PPI means the higher of the prices issues by RISI Pulp & Paper Index for the New England Region, Domestic Price, 1st issue of the month retroactive to the first of the month.	of the month	retroactive to th	e first of the month.				1			-	The same
MP means the higher of the price put	*. SMP means the higher of the price published at www.SecondaryMaterialsPricing.com for the New York Region, first dated price each month, retroactove to the first of the month	price each mo	nth, retroactove	to the first of the month	h.				and the second s	-		-
Actual Value means the average price	Actual Value means the average price paid to or charged to the processing facility during the month of delivery, less any freight or other charges paid to third parties	ight or other	charges paid to t	hird parties.		-	-3	-				-
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SOLID WASTE AND RECYCLABLES COLLECTION, TRANSPORTATION AND DISPOSAL FOR THE TOWN OF NEWMARKET, NEW HAMPSHIRE

DRAFT ONLY

This Agreement made and entered into this day of	, 2016 by and
between the Town of Newmarket, organized under the laws of the State o	f New
Hampshire (hereinafter referred to as the "Town") and Waste Managemer	nt of New
Hampshire, Inc., a corporation organized under the laws of the State of Co	onnecticut and
having a place of business at 4 Liberty Lane West, Hampton, New Hamps	shire 03842,
(hereinafter referred to as the "Contractor").	

WITNESSETH:

Whereas, the Town desires to hire the Contractor to provide residential collection, transportation and disposal of Municipal Solid Waste ("MSW") and Recyclables.

Now, therefore, in consideration contained herein, the Town and the Contractor hereby agree as follows:

Section 1. Definitions

- A <u>Municipal Solid Waste ("MSW")</u>: Non-baled solid waste normally disposed of by households and small businesses in the State of New Hampshire not including, Bulky Waste, Construction and Demolition Debris, Yard Waste, Cathode Ray Tubes, and White Goods; as defined herein, and not containing any Hazardous Waste.
- B Recyclable Materials: Shall include items as specified on Exhibit C attached hereto or other such materials as the parties may agree to in writing.
- C <u>Construction and Demolition Debris:</u> Building materials resulting from the process of construction, remodeling, repair, and demolition activities.
- D White Goods: Any large metal items, which cannot fit into a cart. Items include but are not limited to: dishwashers, washing machines, stoves, dryers or any appliance that contains Freon (refrigerators, air conditioners, freezers, dehumidifiers).
- E <u>Cathode Ray Tube (CRT's):</u> Any glass tube used to provide the visual display in televisions and computer monitors as defined by the State of New Hampshire's Hazardous Waste Rules ENV-WM 1101, "Universal Wastes".
- F <u>Yard Waste:</u> Consisting of, but not limited to: leaves, grass, pine needles, logs, or brush.
- G Residential Unit: A dwelling unit such as a home, trailer, condominium, or townhouse dwelling. For the purposes of this Agreement, Residential Unit shall include only those residential locations identified by the Town that are to be serviced under this Agreement.

- H <u>Approved Resident User</u>: Any occupant of a Residential Unit such as owner, renter or Lessee.
- I <u>Disposal Site:</u> A facility operated by the Contractor or its affiliate that will receive and dispose of solid waste and is legally empowered to accept same.
- J <u>Material Recovery Facility ("MRF"):</u> Location to be maintained by the Contractor for the purpose of sorting and preparing Recyclable Materials for market.
- L Hazardous or Unacceptable Waste: See Attachment B attached hereto.

Section 2. Term of Agreement

The term of this Agreement shall be for a period of three (3) years from January 1, 2017 to and including December 31, 2019. The term of this Agreement shall be extended for 1-three year period contingent upon mutually agreeable terms unless either party give written notice of termination by certified United States mail to the other party at least ninety (90) days prior to the termination of the then current term. This Agreement's renewal is subject to funding as appropriated at the Annual Town Meeting.

Section 3. Scope of Services

MSW Collection:

The Contractor shall be responsible for the collection, transportation and disposal of all Approved Residential Units non-hazardous Municipal Solid Waste generated within the Town. Collection shall be in accordance with customary MSW collection practices. All MSW shall be placed in plastic bags not exceeding thirty-nine (33) gallons in volume. Bags maybe placed in suitable containers not exceeding thirty-nine (39) gallons and equipped with handles. Each bag or container shall be appropriately tied or covered, and shall not exceed a weight of fifty (50) pounds and placed at curbside by 7:00 am on the designated collection day once per week. Collection of MSW will not start before 7:00 am or continue after 6:00 pm on the same day on routes established by Contractor. Exceptions to collection hours will be affected only upon mutual agreement of the parties, or when Contractor reasonably believes that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

Contractor will not collect bulky items at street side. Residents must take them to the Town's designated disposal facility. Such items consist of any materials defined as Bulky Waste, Construction and Demolition Debris, White Goods, CRT's appliances or any large objects not capable of being lifted by one person exceeding the capacity of the MSW container.

Town shall pay all fees in accordance with this Agreement.

Disposal of MSW:

Contractor shall transport MSW for disposal to the Waste Management Turnkey Recycling and Environmental Enterprises facility located in Rochester, New Hampshire or a fully permitted alternate disposal facility of the Contractor's choice. Contractor will take title to non-hazardous acceptable MSW upon pick-up and will be responsible for the disposition of such MSW to the location specified above. Contractor shall not mix any other

community's MSW with that of the Town of Newmarket, New Hampshire. Town shall pay all tipping fees for disposal of MSW in accordance with the Lamprey Regional Cooperative Agreement.

Recycling Collection:

The Contractor shall perform Recycling Collection Services in the Town on a weekly schedule. Recyclables shall be collected on the same day as trash collection services for each designated residential unit on a weekly basis. The Contractor will place a sticker on any unacceptable materials contained in the bin explaining why the material is unacceptable. The Contractor will not collect the unacceptable item(s) until the deficiency is corrected. The Contractor shall not commingle Recyclables with MSW except in an emergency situation and with the concurrence of the Newmarket Board of Selectmen. Contractor shall send a monthly recyclables report to the Town, by the tenth day of the following month, listing the quantity of recyclables collected.

Miscellaneous:

Town agrees to instruct its residents that all items to be collected shall be placed curbside on approved collection routes by 7:00 am on the collection day.

The Town agrees that with advance notification to the residents, the Contractor may modify the collection routes so long as each Residential Unit receives weekly MSW collection service and weekly recycling collection service.

The Contractor shall assist the Town with preparing and printing recycling guidelines, and collection schedules on an annual basis.

Section 4. Compensation

The Town agrees to make monthly payments to the Contractor for the above-referenced services at the rates as specified on Attachment A.

Section 5. Time of Collection

Curbside collection of MSW and Recyclables shall be made no earlier than 7:00 a.m. on the scheduled collection day. The Contractor will collect the MSW placed at the curbside or other specifically detailed location once each collection week and recyclables will be collected weekly. Collections will not be made on the following observed holidays:

New Year's Day Memorial Day Independence Day Labor Day Thanksgiving Day Christmas Day

The Contractor shall postpone collections that would normally occur on such holidays for one (1) day.

Section 6. Collection Equipment

One collection truck shall be designated for the collection of residential MSW and one collection truck for residential Recyclables. The Contractor shall provide an adequate number of vehicles for regular collection services. The vehicles shall be kept in good repair, appearance, and in a sanitary condition at all times.

Each vehicle shall have clearly visible on each side, the name and phone number of the Contractor.

Section 7 Litter

All MSW and Recyclables hauled by the Contractor shall be so contained, tied, or enclosed such that leaking, spilling, or blowing are prevented. In the event of any spillage, the Contractor shall immediately clean up the litter.

Section 8. Title to Waste

Title to all MSW and Recyclables, excluding Hazardous or Unacceptable Material, shall be vested in the Contractor upon being placed in his vehicle. Title to all Hazardous Material remains with the Town or Approved Resident User tendering the Hazardous Material. No Hazardous Material will be collected by the Contractor.

Section 9. Disposal and Marketing

All MSW and Recyclables shall be hauled to a site or facility designated by the Contractor that is legally empowered to accept the waste for treatment or disposal or recycling in accordance with all applicable federal, state and local regulations.

Section 10. Permits and Licenses

The Contractor, at its sole cost and expense, shall maintain throughout the term of this Agreement, all permits, licenses and approvals necessary or required for the Contractor to perform the work and services described herein, including but not limited to the operation of the Processing Center.

Section 11. Independent Contractor

The Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the Town. The Contractor shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder and all persons performing the same and nothing herein shall be construed as creating a partnership or joint venture between the Town and the Contractor. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant or employee of the Town, and no such person shall be entitled to any of the benefits available or granted to employees of the Town.

Section 12. Routes and Schedules

The Contractor shall provide the Town with schedules of residential collection routes and keep such information current at all times. It shall be the Residents' responsibility to place

the MSW and Recyclables at the appropriate location for collection before the approved starting hour. In the event of changes in routes or schedules that will alter the day of pickup, the Contractor shall so notify each Resident by mail or hand delivery not less than two (2) weeks prior to the change, only after approval by the Town. It shall also provide such information to the Town by the 15th of the month to be published on the Town web site.

The Contractor shall collect MSW and Recyclable Materials from all Approved Resident Users on the scheduled collection day. In the event there is a missed pick-up, the Contractor shall collect the MSW or Recyclable Material within twenty-four hours from the time of notice during normal business hours. All calls relating to missed pickups shall be logged by the Contractor and such Log shall be available for inspection by the Town.

The Contractor shall not be responsible to provide the authorized collection services should there be significant delays due to acts of God, unusual weather conditions, highway reconstruction, holidays, weekends, floods, fires, acts of terrorism, strike, Force Majeure, or any other unforeseen circumstance that is not in control of the Contractor. In the event of an authorized collection delay, an alternate day of collection will be provided.

Section 13. Non-Assignment

Neither the Contractor nor the Town shall assign, transfer, convey or otherwise hypothecate this Agreement or their rights, duties or obligations hereunder or any part thereof without the prior written consent of the other party, which consent shall not be unreasonably withheld.

Section 14. Compliance with Laws and Regulations

Contractor will comply with any and all federal, state, and local laws and regulations now in effect or hereafter enacted during the term of this Agreement, which are applicable to Contractor, its employees, agents, or subcontractors, if any, with respect to the work and services described herein.

Section 15. Unusual Changes or Costs

The Contractor may petition the Town for rate adjustments at reasonable times on the basis of unusual changes in his cost of doing business, such as revised laws, ordinances or regulations. If the Contractor applies for an increase, the Contractor must provide a 60-day written notice of that increase, to the Town. If both parties do not agree to a negotiated amount then the issue shall be resolved through an arbitrator.

Section 16. Contractor's Personnel

- A. The Contractor shall assign a qualified person or persons to be in charge of operations in the Town and shall give the name or names to the Town.
- B. The Contractor's collection employees shall wear a clean uniform bearing the Contractor's name and conduct themselves in a professional manner at all times and adhere to the Contractors Rules and Regulations.
- C. Each employee shall, at all times, carry a valid operator's license for the type of vehicle they are driving.

- D. The Town may request the dismissal of any employee of the Contractor who violates any provision hereof, or who is wanton, negligent, or discourteous in the performance of his duties.
- E. The Contractor shall provide operating and safety training for all personnel. Each vehicle shall be equipped with a first aid kit and a communication device.
- F. The Contractor for reasons of race, creed or religion shall deny no person employment.

Section 17. Indemnity

The Contractor shall indemnify and hold harmless the Town and its agents and employees from and against all claims, damages, losses and expenses including reasonable attorney's fees attributable to bodily injury, sickness, disease or death, or destruction to tangible property including the loss of use resulting therefrom, to the extent caused by the negligent act or omission of the Contractor or its representatives or employees.

The Town shall indemnify and hold harmless the Contractor and its agents and employees from and against all claims, damages, losses and expenses including reasonable attorney's fees attributable to bodily injury, sickness, disease or death, or destruction to tangible property including the loss of use resulting therefrom, to the extent caused by the negligent act or omission of the Town or its representatives or employees.

Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance of this Agreement.

Section 18. Insurance

The Contractor shall obtain and maintain Insurance in the name of "Town of Newmarket" as additionally insured, throughout the term of this Agreement, at the Contractor's sole cost and expense, not less than the insurance coverage set forth below:

<u>Coverage's</u> <u>L</u>	<u>_imits of Liability</u>
Employer's Liability Personal/Bodily Injury Liability Property Damage Liability Automobile Bodily Injury	Statutory \$3,000,000 \$5,000,000 Combined Single Limit \$5,000,000 Combined Single Limit \$10,000,000 Combined Single Limit \$10,000,000 Combined Single Limit

Coverage includes all owned, non-owned, leased and hired automobiles.

Section 19. Notices

All notices required or contemplated by this Agreement shall be personally served or mailed, postage prepaid and return receipt requested, addressed to the parties as follows:

To the Town:

Town of Newmarket, NH

186 Main Street

Newmarket, NH 03857 Attn: Town Administrator

To the Contractor:

Waste Management of New Hampshire, Inc.

4 Liberty Lane West Hampton, NH 03842

Attn: Public Sector Services Manager

and:

Attn: Senior Group Counsel

or to such other address as the parties may designate in writing.

Section 20. Point of Contact

All dealings, contact etc. between the parties shall be directed by the Contractor to the Town or Town's designee.

Section 21. Waiver

A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or any other provision.

Section 22. Titles of Sections

Section headings inserted herein are for convenience only, and are not intended to be used as aids to interpretation and are not binding upon the parties.

Section 23. Amendment

This Agreement may be modified or amended only by a written consent duly executed by the parties hereto or their representatives.

Section 24. Severability

The invalidity of one or more of the phrases, sentences, clauses or Sections contained in this Agreement, shall not affect the validity of the remaining portion of this Agreement so long as the material purposes of this Agreement can be determined and effectuated.

Section 25. Number of Copies

This Agreement may be executed in any number of counterparts, all of which shall have full force and effect of an original for all purposes.

Section 26. Bankruptcy

It is agreed that if the Contractor is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the day and at the time the bankruptcy petition is filed.

Section 27. Arbitration

Any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Such controversy or claim shall be submitted to one arbitrator selected by the Town, one arbitrator selected by the Contractor. The two arbitrators appointed by the parties may then select a third arbitrator to resolve any claim or controversy.

Section 28. Termination

- A. In the event the Contractor materially defaults in the performance of any of the material covenants or Agreements to be kept, done or performed by it under the terms of this Agreement, Town shall notify the Contractor in writing of the nature of such default. Within thirty (30) days following such notice:
 - 1. The Contractor shall correct the default: or
 - 2. In the event of a default not capable of being corrected within thirty (30) days, the Contractor shall commence correcting the default within thirty (30) days of Town's notification thereof, and thereafter correct the default with due diligence.
- B. If the Contractor fails to correct the default as provided above, Town, without further notice, shall have all of the following rights and remedies which Town may exercise singly or in combination:
 - 1. The right to declare that this Agreement together with all rights granted the Contractor hereunder are terminated, effective upon such date and the Town shall designate; and
 - 2. The right to license others to perform the services otherwise to be performed by the Contractor, or to perform such services itself. All excess costs for said services to be born by the Contractor.

Section 29. Successors and Assigns

No assignment of this Agreement or any right occurring under this Agreement shall be made in whole or in part by the Contractor without the express written consent of the Town; in the event of any assignment, the assignee shall assume the liability of the Contractor.

Section 30. Entirety

This Agreement and any Exhibits attached hereto contain the entire Agreement between the parties hereto as to matters contained herein. Any oral representatives or modifications concerning this Agreement shall be of no force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement hereinabove written.	ent as of the date first
Town of Newmarket, NH, a municipal corporation	
	*
Newmarket, Town Administrator, Duly Authorized	Date
	16
v ·	
Waste Management of New Hampshire, Inc.	
Christopher DeSantis, President, Duly Authorized	Date

Compensation for Services

The Town agrees to compensate the Contractor in accordance with the rates below.

A. Curbside Collection - Weekly MSW

Year One:

1/1/17 - 12/31/17:

\$

B. Curbside Collection - Weekly SS Recyclable Materials

Year One:

1/1/17 - 12/31/17:

\$

C. Roll-off Containers - \$

Pricing Escalation

Yearly increase for collection and transportation for Municipal Solid Waste, Single Stream Recycling and Roll-off work will be fixed at 3%.

D. Processing Fee Single Stream Recycling

Year One:

1/1/17 - 12/31/17:

\$ See processing fee below

Processing and Marketing of Recyclables:

Town shall also exclusively provide to TREE's materials recovery processing facility located in Rochester, New Hampshire all of the single stream recyclable materials generated within the Town and meeting the specifications as defined in Exhibit C ("Specifications) attached hereto ("Acceptable Recyclable Materials"). In the event that the single stream recyclable materials do not meet Specifications, the load may be rejected and/or Town shall have the sole responsibility for any resulting settlement or adjustments, including, but not limited to: price reductions, transportation, and disposal costs. The Town shall not allow scavenging of Acceptable Recyclable Material. Title to and liability for Excluded Materials, as defined in Exhibit C, shall remain with Town at all times. Title to Acceptable Recyclable Materials provided by Town to Company is transferred to Company upon Company's receipt or collection unless otherwise provided in this Agreement or applicable law. Company reserves the right at its sole discretion upon notice to Town to discontinue acceptance of any category of Acceptable Recyclable Material as a result of market conditions related to such materials and makes no

representations as to the recyclability of the materials which are subject to this Agreement.

The value of the Acceptable Recyclable Materials shall be as set forth on Exhibit D. It shall be conclusively presumed that the composition of the Acceptable Recyclable Materials collected by the Company shall be identical to the composition of all single stream recyclable materials processed by Company at the processing facility used, as established from time to time by Company. Notwithstanding the foregoing, Company may perform a composition study of the Acceptable Recyclable Materials to determine the composition percentage of each commodity for the material and may revise the amount payable or chargeable to Town to reflect the actual composition of Town's Acceptable Recyclable Materials. Town acknowledges that the value of the Acceptable Recyclable Materials may be negative. An example of the monthly calculation to determine the charge or rebate is set forth on Exhibit E.

The parties acknowledge that maintenance of the quality of the single stream recyclable materials is a requirement of this Agreement, subject to the provisions contained herein. The Town shall use reasonable efforts to inform its residents of the quality requirements hereunder and enforce its standards for the acceptance of single stream recyclable materials. Company shall provide reasonable assistance to the Town in such efforts.

Attachment B

A. "Hazardous Waste" means:

- (1) any material or substance which, by reason of its composition or characteristics, is;
 - (a) toxic or hazardous waste, hazardous substance, hazardous material, or oil as defined in either the Solid Waste Disposal Act, 42 U.S.C. § 6900 et seq., as replaced, amended, expanded, or supplemented, the Resource Conservation and Recovery Act, 42 U.S.C. § 6903, as replaced amended, expanded, or supplemented, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., the Massachusetts Oil and Hazardous Materials Release Prevention and Response Act, M.G. L. c. 221E, or any laws of similar purpose or effect, and such policies or regulations thereunder, or any laws of similar purpose or effect, and any rules, regulations, or policies thereunder, or;
 - (b) special nuclear or by-products materials within the meaning of the Atomic Energy Act of 1954;
- other materials which any governmental agency or unit having appropriate jurisdiction shall determine from time to time is harmful, toxic or dangerous, or otherwise ineligible for disposal in the Landfill and
- (3) any material, which would result in Process Residue being Hazardous Waste under (1) or (2) above.
- B. "Unacceptable Waste" means a regulated quantity of any of the following except as authorized by applicable law and regulations and approved for disposal via the Transfer Station at a Disposal Facility pursuant to Contractor's policies and procedures regarding such waste streams:
 - 1. Containerized waste (i.e., drum, barrel, portable tank, box, pail, etc.) listed in items 3 through 9 below.
 - A Waste transported in a bulk tanker.
 - A liquid waste.
 - A sludge waste.
 - A waste from an industrial process.
 - 6. A waste from a pollution control process.
 - 7. Residue and debris from the cleanup of a spill or release of chemical substances, commercial products, or waste listed in items 1 through 6 or

- item 8, including without limitation, such materials from a site designated for remediation under federal or state "Superfund" authorities.
- 8. Contaminated soil, water, residue, debris, and articles from the cleanup of a site or facility formerly used for the generation, storage, treatment, recycling, reclamation, or disposal of wastes listed in items 1 through 7, including without limitation, such materials from a site designated for remediation under federal or state "Superfund" authorities.
- 9. An uncharacterized waste.
- 10. Chemical waste from a laboratory.
- 11. Articles, equipment, and clothing containing or contaminated with polychlorinated byphenyls (PCBs).
- 12. PCB drainings and flushings removed from PCB articles and placed directly into transport containers.
- 13. "Empty" containers of waste commercial products or chemicals (this applies to a portable container which has been emptied, but which may hold residuals of the product or chemical. Examples of containers are: portable tanks, drums, barrels, cans, bags, liners, etc.).
- 14. Asbestos contained in or from waste from building demolition, renovation, or cleaning.
- 15. Commercial products or chemicals whether off-specification, outdated, contaminated, or banned.
- 16. Residue and debris from cleanup of spills or releases of a single chemical substance or commercial product or a single waste, which would otherwise qualify as a miscellaneous special waste.
- 17. Infectious waste. Any waste from a hospital, medical clinic, nursing home, medical practitioner, mortuary, taxidermist, veterinarian, veterinary hospital, animal testing laboratory, university medial laboratory, etc., that is contaminated with or may be contaminated with an infectious agent that has the potential of inducing infection. These wastes are wastes if they are untreated, autoclaved, or otherwise heat-treated.
- 18. Animal waste and parts from slaughterhouses or rendering plants, including wastes from fur or leather products manufacturers.
- 19. Waste produced by the mechanical processing of fruit, vegetables or grain, rinds, hulls, husks, pods, shells, and chaff, food processing wastes which are aqueous or sludges, or which have been contaminated with dyes, additives, or preservatives.
- 20. Pumpings from septic tanks used any size exclusively by dwelling units.

- 21. Sludge from a publicly owned-sewerage treatment plant serving primarily domestic users.
- 22. Regulated quantities of grease trap wastes from any source.
- 23. Washwater wastes from commercial laundries or Laundromats including waste from a dry-cleaning facility or waste from a commercial laundry used by an industry to wash chemical-contaminated clothing from its workers.
- 24. Washwater wastes from commercial car washes.
- 25. Chemical-containing equipment removed from service such as cathode ray tubes, batteries, fluorescent light tubes, etc.
- 26. Wastes produced from the demolition or dismantle of industrial process equipment or facilities contaminated with chemicals from the process or chemicals or wastes removed or drained from such equipment.
- 27. Closed cartridge filters from dry cleaning establishments.
- 28. Explosives, white goods (specifically such goods containing regulated refrigerants or coolants) as solid wastes, human or animal, motor vehicle parts, automobile transmissions, springs and fenders, agricultural and farm machinery, other large machinery or equipment, etc.

EXHIBIT C

RECYCLABLES - SPECIFICATIONS

RECYCLABLES shall be dry, loose, not bagged, and include only the following:

Aluminum food and beverage containers - empty	Glass food and beverage containers - brown, clear, or green - empty
Ferrous (Iron) cans – empty	PET plastic containers with the symbol #1 – with screw tops only – empty
HDPE natural plastic containers with the symbol #2 (milk and water bottles) – empty	HDPE pigmented plastic containers with the symbol #2 (detergent, shampoo bottles, etc.) - empty
Plastics with symbols #3, #4, #5, #6, #7 - empty	Newsprint
Old corrugated containers	Magazines, glossy inserts and pamphlets
Catalogs	Cereal boxes; detergent, gift and snack boxes
Telephone books	Printer paper
Copier paper	Mail
All other office paper without wax liners	

RECYCLABLES do not include the following:

Bagged materials (even if containing Recyclables)	Microwave trays
Mirrors	Window or auto glass
Light Bulbs	Ceramics
Porcelain	Plastics unnumbered
Plastic bags, expanded polystyrene	Coat hangers
Glass cookware/bakeware	Household items such as cooking pots, toasters, etc.
Flexible packaging and multi-laminated materials	Wet fiber
Excluded Materials	Fiber containing, or that has been in contact with, food debris
Any recyclable materials, or pieces of recyclable materials, less than 2" in size in any dimension	Any other item not listed above as a Recyclable

DELIVERY SPECIFICATIONS:

Recyclables delivered by or on behalf of Customer may not contain more than 7% non-Recyclables and may contain no Excluded Materials. Customer shall not discontinue collection of any material listed as a Recyclable, nor divert, retract, or withdraw from the delivered Materials any Recyclables listed in this Exhibit C.

Town will be responsible for the presence of, and any cost associated with the removal of non-recyclables in excess of 7% by weight of each delivered load and any Excluded Materials, which Contractor shall cause the Town to be invoiced separately by the Recycling Facility with information documenting weight and transportation and disposal costs. 'Excluded Materials' means waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, or chemical or other properties that are deleterious or capable of causing material damage to any part of Recycling Facility, its personnel or the public or materially impair the strength or the durability of the Recycling Facility's structures or equipment. Title to and liability for Excluded Materials shall remain with the Town at all times. Title to Recyclables provided by the Town to Contractor is transferred to Contractor upon Contractor's receipt or collection unless otherwise provided in this Agreement or applicable law.

EXHIBIT D

ACCEPTABLE RECYCLABLE MATERIAL VALUE

1. VALUE SHARE

Where the Blended Value is greater than the Processing Fee, Town's Value Share is 50% of the difference between the Blended Value and the Processing Fee. When the Blended Value is less than the Processing Fee, Town shall pay Company the difference between the Processing Fee and the Blended Value.

2. BLENDED VALUE

To calculate the Blended Value per ton of the Acceptable Recyclable Materials,

- (a) The percentage of each Recyclable and Non-Recyclable component set forth below contained in the Town's recyclables as established and revised from time-to-time by audit, is multiplied by the current value of each commodity set forth below; and
- (b) Each commodity value per ton is added together to obtain the Blended Value per ton.
- (c) Town acknowledges that the value of a commodity may be negative.

Blended Value is calculated monthly.

- "PPW" means the higher of the prices issued by RISI PPI Pulp & Paper Week for the New England Region, Domestic Price, 1st issue of the month retroactive to the first of the month.
- "SMP" means the average of the price published at www.SecondaryMaterialsPricing.com, for the New England Region, first dated price each month, retroactive to the first of the month.
- "Actual Value" means the average price paid to or charged to the processing facility during the month of delivery of the recyclables less any freight, customs charges, duties, or other charges paid to third parties for the sale of such Recyclables.
- If PPW or SMP (or both) is no longer reflective of prevailing market conditions or if an
 alternative publication more accurately reflects such market conditions, then Company
 may propose to use any such alternative publication(s) or alternate method to determine
 the value of each commodity set forth below. Town's consent, which shall not be
 unreasonably withheld, conditioned or delayed, to the use of such alternate publication or
 method shall be required.
- "Transportation and Disposal" means the charge for transporting residue from the processing facility per ton in the month of delivery to the disposal facility.

Material Component

Newspapers, magazines and inserts Cardboard All other paper Aluminum / beverage cans Steel/Tin Plastic #1 Plastic #2 Natural Plastic #2 Colored · Mixed Plastics #3 - #7 Glass Residue

Commodity Value

PPW ONP #8
PPW OCC #11
PPW #2 Mixed Paper
SMP for Aluminum Cans (Sorted, Baled, ¢/lb, delivered)
SMP for Steel Cans (Sorted, Baled, ¢/lb, delivered)
SMP for PET (baled, ¢/lb. picked up)
SMP for Natural HDPE (baled, ¢/lb. picked up)
SMP for Colored HDPE (baled, ¢/lb. picked up)
Actual Value
Actual Value
Fixed Value \$60.00/ton

3. CHARGES

- (a) The initial Processing Fee is \$80.00 per delivered ton subject to change in accordance with this Agreement.
- (b) The Processing Fee may be increased as calculated below on the anniversary of the Effective Date ("Anniversary Date") and such increase shall be effective on such Anniversary Date and shall be recalculated and effective each Anniversary Date thereafter. Increases to the Processing Fee shall be in proportion to the increase in the Consumer Price Index ("CPI") for the twelve (12) months ending one month prior to the Anniversary Date. In the event the CPI is no longer viable or no longer reflective of consumer prices in the Newmarket metropolitan geographic region, another consumer pricing index or method of adjustment may be used as a replacement for the CPI, subject to the mutual consent of the parties. "CPI" means the Consumer Price Index-All Urban Consumers (CPI-U), New England, Water, Sewer, Trash Collection, Not Seasonally Adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics (1982-1984=100).

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Pay Control Index Control Market Control	Commodity OCC (Cardboard) NP (Newspapers, magazines and inserts) Mixed Paper IAll rither ranged		Current					lbs/ton (if					
Proof Proo	OCC (Cardboard) NP (Newspapers, magazines and inserts) Mixed Paner (All other naner)		Composti on %	Market falue/Ton	Values	-	price/lb or ton	price in lbs)	price/ton	less delivery	lbs/ton	delivery/ton	iet L
PPI ON PER PPI	VP (Newspapers, magazines and inserts) Mixed Paper (All other paper)	PPI OCC #11	20.78% \$	\$ 110.00 \$	22.	_	\$ 110.00		\$ 110.00				\$ 110.00
SNP for Steel Cars SNP for SNP fo	Mixed Paper (All other paper)	8# dNO ldd	38.86% \$		29.		\$ 75.00		\$ 75.00				\$ 75.00
SMP for Aluminum Cans (Sorted Bailed centz/fl.) delivered minus 5.08 per pound) 1.41% \$1,000.00 \$1,400 SNP for Aluminum Cans (Sorted Bailed centz/fl.) delivered minus 5.08 per pound) 1.41% \$1,000.00 \$1,400 \$1,600.00	יייוטרם ולוכן ליוון כיווכן ליוון	PPW Mixed Paper#2	1.73%	L	1.		\$ 60.00		\$ 60.00				\$ 60.00
SMP for Steel Cane (Sorted, densitled, Sfron and delivered)		r Aluminum Cans (Sorted, Baled cents/lb. delivered minus \$.08 per pound)	1.41%	\$ 1,000.00 \$	14.		\$ 0.58	2,000	\$1,160.00	80.00	2000	\$ 160.00	\$1,000.00
SMP for PET (balled, cents/lb, picked up) 2.71% \$ 220.0 \$ 5.80 \$ 5.00 \$	Steel/Tin Cans		2.60%		+		\$ 60.00		\$ 60.00			5	\$ 60.0
SMP (An Natural HDPE (balled, cents/lb, picked up) 0.81% (S 650.00) \$ 650.00 \$ 650.00 \$ 650.00 \$ 50.325 2.000 (S 560.00) \$ 550.00	PET (Plastic#1)	SMP for PET (baled, cents/lb. picked up)	2.71%	\$ 220.00 \$	5.		\$ 0.110	2,000	\$ 220.00				\$ 220.00
Supply Colored HDPE (Baled, cents/Nb picked up) 0.81% S 340.00 S 340.00 S 340.00 S 340.00	Natural HDPE (Plastic #2)		0.81%	\$ 650.00 \$	5.		\$ 0.325	2,000	\$ 650.00				\$ 650.0
Actual Value	Colored HPDE (Plastic #2)		0.81%		2.		\$ 0.170	2,000	\$ 340.00				\$ 340.0
New Group Actual Value 20.24% 2	Mixed Plastics (Plastic #3-7)	Actual Value	3.04%		2.		\$ 0.039	2,000	\$ 78.40				\$ 78.40
Total/Bilanded Value	Glass	Actual Value	20.24%	\$ (24.74) \$. (5.		\$ (24.74)		\$ (24.74)				\$ (24.74)
Total/Blended Value MRF Processing Fee \$ 80.00 Transportation Fee 5.35.00 \$ 5.00 Share above Processing Fee 6.00 Share above Processing fee 6.00 Share above Processing feeling delivery, less any freight or other charges paid to third partles.	Residue	Fixed Rate	7.00%	\$ (60.00) \$.4)		\$ (60.00)		\$ (60.00)				\$ (60.00)
MRF Processing Fee S 35.00 \$ Transportation Fee S 35.00 \$ 50% share above Processing Fee S 35.00 \$ 60% share above Processing Fee S 35.00 \$ 60% share above Processing facility during the month of delivery, less any freight or other charges paid to third parties.		Total/Blended Value	100.00%	69	. 75.	8					- 5 - V - 1	**	
MRR Processing Fee S 80.00 Transportation Fee S 36.00 50% share above Processing Fee 5 36.00 5 While Place of the month retroactive to the first of the month retroactive to the first of the monthed at www.Secondar/Materials/Priding,com for the New York Region, first dated price each month, retroactive to the first of the monthed at www.Secondar/Materials/Priding,com for the New York Region, first dated price each month, retroactive to the first of the month of delivery, less any freight or other charges paid to third parties.						* * * * * * * * * * * * * * * * * * * *							
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nded Value is Calculated Monthly. P) means the higher of the prices issues by RISI Pulp & Paper Index for the New England Region, Domestic Price, 1st issue of the month retroactive to the flist of the month. SIMP means the higher of the price published at www.SecondaryMaterialsPricing.com for the New York Region, flist dated price each month, jetroactove to the flist of the month. Actual Value means the average price paid to or charged to the processing facility during the month of delivery, less any freight or other charges paid to third parties.		50% share above Processing Fee				000		. 2		2020 T T T T T T T T T T T T T T T T T T			-
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Actual Value means the average price paid to or charged to the processing facility, during the month of delivery, less any freight or other charges paid to third parties.	SMP means the higher of the price published at ww	ww.SecondaryMaterialsPricing.com for the New York Region, first dated pric	ice each moi	nth, retroactove	to the first of the moi	nth							
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TOWN OF STRATHAM

INCORPORATED 1716

10 BUNKER HILL AVENUE • STRATHAM NH 03885

VOICE (603) 772-7391 • FAX (603) 775-0517

Request for Proposals

The Towns of Newfields, Newmarket, and Stratham (NNS) are requesting proposals for the following services:

Item:

- a) Curbside Collection and Transportation of Municipal Solid Waste to a designated site.
- b) Curbside Collection, Transportation, and Processing/Handling/Marketing of Recyclables
- Rolloff containers, and Transportation of those containers to either a designated disposal site, or to a site provided to Process/Handle/Market Recyclables in those containers

The above proposals shall conform to the attached minimum specifications. All proposals shall be submitted in **triplicate** to the Office of the Town Administrator, Town of Newmarket, 186 Main Street, Newmarket, NH 03857, by 10:00 a.m. on Monday, September 19, 2016. Late, faxed, or emailed proposals will not be accepted.

Proposal envelops shall be sealed and clearly marked as indicated in the attached specifications. The Towns of Newfields, Newmarket, and Stratham reserve the right to accept or reject any and all proposals submitted, or take any proposal that the Towns deem advantageous regardless of the price quoted.

There is a mandatory pre-submission meeting to be held on **Wednesday, September 7, 2016** at 10:00 a.m. in the Town Offices of the Town of Stratham, 10 Bunker Hill Avenue. Questions concerning the proposal will only be addressed at that time.

Sincerely,

Paul R. Deschaine Town Administrator

Dated: August 31, 2016

cc: Stephen Fournier, Town of Newmarket Clay Mitchell, Town of Newfields PROPOSAL FOR THE TOWNS OF NEWFIELDS, NEWMARKET, AND STRATHAM, NEW HAMPSHIRE (NNS) FOR THE FOLLOWING BROAD SERVICE CATEGORIES:

- ITEM 1: CURBSIDE COLLECTION AND TRANSPORTATION OF MUNICIPAL SOLID WASTE (MSW) TO A DESIGNATED DISPOSAL SITE
- ITEM 2: DISPOSAL OF MSW AT A LICENSED DISPOSAL SITE
- ITEM 3: CURBSIDE COLLECTION AND TRANSPORTATION TO A PROCESSING/HANDLING SITE FOR THE MARKETING OF RECYCLABLES
- ITEM 4 PROCESSING/HANDLING/MARKETING OF RECYCLABLES
- ITEM 5: DUMPSTER AND ROLLOFF CONTAINERS, AND TRANSPORTATION OF THE CONTENTS OF THOSE CONTAINERS TO EITHER A DESIGNATED DISPOSAL SITE, OR TO A SITE PROVIDED TO PROCESS/HANDLE/MARKET RECYCLABLES AS APPROPRIATE

1.1 INTRODUCTION

The Towns of NNS, New Hampshire, situated in Rockingham County, request proposals for curbside collection and transportation of municipal solid waste and curbside collection, transportation, and processing/handling/marketing of recyclables. The populations of each Town as estimated by the NH Office of Energy and Planning for the year 2015 are Newfields – 1685, Newmarket – 9170, and Stratham – 7334.

The intent of this request for proposal is to maintain a method of curbside collection for municipal solid waste and recyclable materials.

1.2 SCOPE OF WORK

The successful contractor shall provide expertise, labor, equipment, and materials for the curbside collection, transportation, and disposal of municipal solid waste (MSW), and curbside collection, transportation, and processing/handling/marketing of recyclables from all presently participating locations herein and future curbside refuse pick-up locations that the Towns have an obligation to service for the term of the contract. All work must be done in a professional manner and according to these specifications. Historic tonnages collected by Town are as follows:

Towns:	2010 US Ce	2010 US Census Data		2011 Tonnage		2015 Tonnage	
	Population	Housing Units	MSW	Recyclables	MSW	Recyclables	
Newmarket	8,936	4,139	863	746	821	905	
Newfields	1,680	591	542		505	241	
Stratham	7,255	2,864	2,264	691	2103	851	

The information provided above is for estimation purposes only and does not constitute a guarantee of any future tonnages by any of the Towns.

The Towns will consider contract proposals with a commence date of January 1, 2017 for a three (3) year duration with a three (3) year renewal option.

1.3 ITEMS TO BE COLLECTED - MUNICIPAL SOLID WASTE

All items to be collected shall be municipal solid waste placed at the curbside with the exception of any type of liquid waste, animal carcasses, manure and renderings, tires, flammable liquids, pesticides, septage, asbestos materials, medical and dental waste, grease, cooking oil, leaves, yard waste, brush, ammunition and explosives, nuclear or atomic waste, any materials containing hazardous waste as defined by state and federal agencies, refrigerators, air conditioners or any appliance containing cfc's, building demolition and debris, steel, wood, bricks, stone, metal barrels or any other items not taken at the Turnkey Landfill in Rochester, NH.

Collected bags will not exceed 33 gallons in size or 30lbs in weight.

Newmarket Only: The contractor shall only collect bags in the Town of Newmarket bearing the official TOWN SEAL.

1.4 ITEMS TO BE COLLECTED - RECYCLABLES

Items to be collected as recyclable will be placed at the curbside in collection boxes provided by the Towns. Minimum items to be picked up via a "single stream" collection method and recycled are brown, clear, and green glass, #1 and #2 plastic, newspaper, cardboard, magazines, telephone books, "junk mail," office paper, aluminum cans, and tin/steel cans. Locations will be at participating households throughout the towns of Newfields, Newmarket, and Stratham. Curbside collection of recyclables shall be performed on the same day as the curbside collection of MSW.

1.5 DISPOSAL/PROCESSING

All MSW that is collected must be delivered and disposed at Turnkey Landfill in Rochester, NH under an agreement with the Lamprey Regional Cooperative of which NNS are member towns. The Towns will entertain proposals for disposal at a licensed or permitted facility acceptable to the Towns of NNS so long as the proposal provides separate quotes for tipping fee disposal. MSW will not be allowed to be disposed at an <u>unlined/unpermitted</u> landfill. The Towns reserve the right to enter into a contract for tipping fee disposal cost independent of the cost of collection.

All proposals must provide a separate cost to process recyclable materials, which must identify the location and entity receiving the materials. Processor must be approved by the Towns and shall not landfill or incinerate the materials received.

1.6 OWNERSHIP

The contractor shall become the owner of all items collected and be considered legally responsible for the proper and safe handling and disposal of items in accordance with all municipal, state, and federal rules, regulations, laws, etc.

1.7 CERTIFICATES OF INSURANCE

The Contractor agrees that it will carry any and all insurance which will protect it, the Towns of NNS and their officials, agents, volunteers and employees from any and all claims and demands, costs, damages, loss of service or consortium, expenses, compensation and attorneys' fees including but not limited to any and all claims for personal injury and/or death, workers' compensation injuries, and property damages which may, in any way, arise from or out of the operations of the Contractor whether such operations be performed by the Contractor itself, anyone directly or indirectly employed by it or any other persons or company retained in any way to carry on all or portion of the operations, activities or work required by or related to the Contract. The Contractor further agrees that the Towns of Newfields, Newmarket, and Stratham and its officials, agents, volunteers and employees shall be named as an Additional Insured in any and all such liability insurance policies required by the Town.

The contractor will provide insurance certificates for the following minimums coverage before starting work:

- A. Owners and Contractors Protective Bodily Injury \$500,000. each person/occurrence, \$2,000,000. total. Property damage \$500,000. each occurrence, \$2,000,000. total.
- B. General Liability Bodily Injury \$500,000. each person/occurrence, \$2,000,000. total. Property Damage \$500,000.00 each occurrence, \$2,000,000. total.
- C. Automobile Liability Bodily Injury \$500,000. each person/occurrence. \$2,000,000. each accident/occurrence. Property damage \$2,000,000. each occurrence.
- D. Worker's Compensation Statutory Requirements. The contractor shall provide worker's compensation. The Contractor's worker's compensation coverage must waive subrogation against the Towns of NNS and its officials, agents, volunteers and employees.

1.8 PROPOSAL FORMAT

Proposers must use the attached Bid Response Forms. All blanks are to be filled in and returned with this complete set of papers consisting of instructions to proposers, proposal form, a surety company "Bid Deposit" bond, or certified check, as security for the execution of the contract payable to the Town of Newmarket in the sum of not less than ten percent (10%) of the estimated first year cost of the bid, and a sample proposed contract, which will be executed separately by each town upon awarding of the bid. The proposer is expected to carefully examine provisions, project forms and the Towns of NNS before submitting a proposal. Failure to do so will not relieve a successful proposer from his/her obligation to fulfill the contract and the terms of this RFP. The submission of a proposal shall be considered prima facie evidence that the proposer has made an examination of the proposed work, plans, proposal, and is familiar with the conditions to be encountered in the performance of work and as to the requirements of the specifications, special provisions, and contracts.

Particular attention is called to the requirements of worker's compensation, public liability and motor vehicle insurance, liquidated damages, and the manner in which the work is to be performed. The price of the proposal shall include full compensation for all materials, equipment, tools, labor and incidental work necessary to complete the work to the satisfaction of the Towns. The prices shall include, without exception, all royalties and costs arising from patents, trademarks, or copyrights which may be involved in the work.

The proposer shall specify unit prices as outlined on the proposal form.

Any, or all, proposals will be rejected if there is any reason for the towns to believe that there is collusion among the proposers. Any proposal so rejected will disqualify the proposer from consideration and she/he may be disqualified from proposing on future work.

Before the awarding of the contract any proposer may be required to show that she/he has the necessary facilities, experience, ability, and financial resources to perform the work in a satisfactory manner and within the time stipulated.

The Towns reserve the right to reject any, or all, proposals.

A proposer may withdraw his/her proposal, provided the request is in **writing** and in the hands of the Newmarket Town Administrator before the time of the proposal opening. Such proposal(s) shall be returned unopened and unread.

The proposal envelope shall clearly indicate the name and address of the proposer with words "Curbside Collection Proposal" and "Due Date" on the front of the envelope. Proposals received after the time stipulated for the opening will be returned to the sender unopened. All proposals must be presented in triplicate to the Office of the Town Administrator at the Town of Newmarket, 186 Main Street, Newmarket NH 03857.

After the opening of proposals, the proposal security of all proposers will be returned within seven (7) business days (excluding Saturdays, Sundays, and holidays) with the exception of the three lowest eligible proposers. The proposal security of these three proposers will be returned upon execution and delivery of the contract award on or before December 31, 2016, unless forfeited by failure to execute the contract provided herein.

In the case a party to whom a contract is awarded shall fail or neglect to execute the contract and furnish the satisfactory bonds within the time specified, the Towns may determine that the proposer has abandoned the contract. Thereupon the proposal and acceptance shall be null and void, and the proposal security accompanying the proposal shall be forfeited to the Towns as liquidated damages for such failure, or neglect and to indemnify the Towns for any loss which may be sustained by the failure of the proposer to execute the contract and furnish the bonds as aforesaid, provided that in case of death, disability or other unforeseen circumstances affecting the proposer, such proposal security may be returned. After execution of the contract and acceptance of the bonds by the Towns, the proposal security accompanying the proposal of the successful proposer will be returned.

1.9 PRE-SUBMISSION CONFERENCE

All prospective proposers are required to attend a mandatory pre-submission conference to be held in the Stratham Town Offices, 10 Bunker Hill Avenue, Stratham NH at 10:00 a.m. on **Wednesday, August 31, 2016**. NO questions will be answered at any other time.

2.0 REFERENCES

Proposers shall provide at least five (5) references providing testimony to the proposer's experience, quality of service, and reliability. At least three (3) of those references shall be from communities presently under contract for service.

2.1 AWARD

The Towns may reject in whole, or in part, any submittal. The Towns will award based on the best interest of the Towns of NNS.

The selected contractor shall furnish to each Town, a performance bond for the faithful performance of this agreement. It shall be executed by a surety company licensed to do business in the State and to be in the penal sum of 110 percent of the estimated first year's billing (based on the bid and the estimated tonnage to be served). Said bond shall indemnify each Town against any loss resulting from any failure of performance by the contractor, not exceeding, however, the penal sum of the bond. The surety company shall provide a minimum of thirty days notice to each Town prior to the expiration and/or termination of the performance bond.

2.2 CONTRACT PERIOD

The minimum contract period shall be for a three (3) year period commencing January 1, 2017.

2.3 CONTRACT PRICE

Contract proposals shall include the following items and shall be the sole sum on which invoices are based:

- 1. Fee for curbside collection and transportation of MSW to Turnkey Landfill shall be presented as follows:
 - Fee per ton for collection and transportation.
 - Fixed fee for contract period.
- 2. Proposals may include a tipping fee "per ton" (weight) for disposal of MSW at a licensed disposal site.
- Fee for the single stream curbside collection and transportation of recycling materials shall be presented as follows:
 - a. Fee per ton for collection and transportation.
 - b. Fixed fee for contract period.
- Tipping fee "per ton" (weight) for processing of recyclables at a licensed facility.
- 5. Additional Services: Fee for rolloff, dumpster and cart services presented as follows:
 - a. Rental fee per rolloff and dumpster 50 gallon carts as may be applicable
 - b. Transportation fee to a designated disposal site
 - c. Fee per ton for the disposal of bulky wastes within the rolloffs

No fuel surcharges or other fees and/or charges will be permitted under this contract. All proposals must specifically cite and clearly state any annual escalator factor to be used, if any, to adjust the stated rates when appropriate and the methodology to be employed.

The contractor will only charge the Towns for the waste collected within each Town's geographical limits and at stops approved by the Towns. Any per ton method of measurement will be based on weight, i.e., tonnage, at the disposal/processing site scale house. Scale house must be certified by the State Bureau of Weights and Measures. The Contractor must forward a copy of the scale ticket from the disposal/processing site for each load charged to the Towns with the monthly invoice.

The Towns reserve the right to have their agents inspect any contractor rubbish packer and perform surveillance to ensure that only each Town's trash is picked up, and transportation and disposal/processing is being charged to each Town appropriately.

The Contractor will submit a monthly invoice to each Town. All invoices will state date of delivery, truck identification number, and tonnage delivered. Official scale tickets for each delivery must be attached.

Upon receipt of the invoice, the Towns will have up to thirty (30) days to remit payment.

2.4 COLLECTION

Pickup of municipal solid waste and recyclables will be on a weekly basis at the present curbside locations. Routes and locations will be picked up in an efficient and consistent manner by contractor (penalties will be discussed at the Pre-Submittal Conference). Requests for changes in the routes and schedules during the contract period must be in writing and will not be permitted without prior written approval by each town.

Collection trucks shall be compaction type (packer) units, designed for collection of residential refuse and/or recyclables. The contractor shall provide an adequate number of vehicles approved by the Towns for regular collection services. They shall be kept in good repair appearance and in a clean and sanitary condition at all times. Each vehicle shall have clearly visible, on each side, the name of the Contractor and contact information. All materials shall be hauled in a manner to prevent spillage, leakage, or blowing. In the event that any material leaves the truck, the material must be immediately cleaned up.

Empty solid waste and/or recycling containers shall be placed, and not dropped or thrown, in their original location or within two (2) feet of the travel way, and shall not be placed to block the travel way, sidewalk, or driveways.

2.5 COLLECTION SCHEDULE

The successful contractor shall submit a detailed collection schedule prior to commencement of work and the Towns of NNS will be responsible for the timely public notification. In all cases, MSW/recyclables cannot be picked up prior to 7:00 a.m. on the collection day. Weekends and holiday schedules will not be permitted. Holidays will be as defined by the Towns of NNS.

No material will be permitted to stay at the curb overnight past 6:00 p.m. on the designated day of collection. Adverse weather conditions will not be permitted to alter the date of collection without prior approval of each town.

The contractor will be obligated to make return trips to an area if a specific location is missed.

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

2.6 CLEAN-UP

The contractor is expected to clean up the curbside area due to animals or birds breaking open the bag, and leave the area clean after the stop has been picked up. Any material that is dropped on the ground due to a broken bag during collection shall also be picked up and removed from the roadside.

2.7 INDEMNITY

To the fullest extent permitted by law, Contractor shall protect, indemnify, save, defend and hold harmless the Towns of NNS, including its officials, agents, volunteers and employees ("Indemnified Parties"), from and against any and all

liabilities, obligations, claims, damages, penalties, causes of action, costs, interest and expenses, including but not limited to reasonable attorney and paralegal fees, which Indemnified Parties may become obligated or suffer by reason of any accident, bodily injury, personal injury, death of person, or loss of or damage to property, arising indirectly or directly under, out of, in connection with, or as a result of this Contract or the activities of Contractor or its agents, employees, contractors or subcontractors, and even if caused in whole or in part by any negligent or intentional act or omission of Indemnified Parties.

In addition, and regardless of respective fault, Contractor shall defend, indemnify and hold harmless the Indemnified Parties for any costs, expenses and liabilities arising out of a claim, charge or determination that Contractor's officers, employees, contractors, subcontractors or agents are employees of the Indemnified Parties, including but not limited to claims or charges for benefits, wages, fees, penalties, withholdings, damages or taxes brought in connection with laws governing workers compensation, unemployment compensation, social security, Medicare, state or federal taxation, and/or any other similar obligation associated with an employment relationship.

The Contractor's obligations to defend, indemnify, and hold harmless the Indemnified Parties hereunder shall survive the term of this Contract. The Towns of NNS reserve the right to retain counsel of their choice or in the alternative, approve counsel obtained by the contractor.

The Towns of NNS shall not be required to defend, indemnify, or insure the Contractor, any subcontractor or any professional service provider.

2,8 PUBLIC RELATIONS

The contractor shall establish and maintain a local office, or other such facility that shall be approved by the Town, through which it can be contacted; where services may be applied for; and complaints can be made. A direct toll free number shall be provided to accept customer service calls from residents. The contractor must provide an emergency "on call" authorized supervisor, or project manager, during collection hours to handle complaints and/or problems.

2.9 ASSIGNMENT

No assignment of the agreement or any right occurring under this agreement shall be made in whole or part by the contractor without the express written consent of the towns. In the event of any assignment the assignee shall assume the liability of the contractor.

3.0 PERMITS

The contractor shall obtain at his/her own expense all permits and licenses required by law to fulfill the contract agreement.

3.1 MISCELLANEOUS

The Town may request the dismissal or reassignment of any employee of the Contractor who violates any provisions hereof, or who is wanton, negligent, or discourteous in the performance of his/her duties.

The Contractor shall provide operating and safety training for all personnel. Each vehicle shall be equipped with a first aid kit, fire extinguisher, flare kits, etc.

The failure of the Town at any time to require performance by the Contractor of any provisions hereof shall in no way affect the right of the Town thereafter to enforce the same, nor shall waiver by the Town of any breach of any provisions thereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

3.2 ADDITIONAL SERVICES

In addition to the services described above, each town has the following needs for services, which are provided by the current contractor. Proposals are to address each of the stated needs and the associated costs, if any, to provide

each service. In addition to the Bid Response Form, responses to this Section may include a narrative, which succinctly and clearly describe the services being offered, as an attachment to the Bid Response Form. The Towns of NNS reserve the right to award a contract for these services separate from the curbside collection contract.

Town	Rolloffs ¹	Dumpsters ²	Carts (50 gallon) ²
Newmarket	One 50 yard; one 30 yard	Seven 8 yard	
Newfields			
Stratham	Three 30 yard; two ~30 yard recycling	One 8 yard; Five 4 yard; One 6 yard	Up to 24

Please state separately any rental, transportation, and/or disposal/processing charges per container (rolloff, dumpster, or cart) associated with servicing these needs.

- 1 Frequency of service on call as needed.
- ² Frequency of service once per week

By way of example, the Town of Stratham during the calendar year 2015 had following types of activity in their Transfer Station, which handles bulky wastes, and recycling items not collected at the curb. The current contractor preformed the following services:

- Provided 2-4 thirty yard rolloffs for bulk wastes
- Delivered 358 tons of bulky wastes to a licensed disposal site
- Provided 2 thirty yard custom rolloffs for recycling materials
- Delivered 22.46 tons of recyclable materials to a recycling processor
- Made 106 individual pulls of these rolloffs

PROPOSAL FOR COLLECTION, TRANSPORTATION, AND DISPOSAL OF MUNICIPAL SOLID WASTE & RECYCLABLES FOR THE TOWNS OF NEWFIELDS, NEWMARKET, AND STRATHAM, NH BID RESPONSE FORM.

Bidding Company Name:		
Address:		
Telephone Number:	Email address:	
<u>Item 1:</u> Curbside Collection and Transportation of MSW to	Turnkey Landfill:	eg.
Three year term: a. Per Ton cost:	b. Fix Fee for Term of Contract:	
Item 2: MSW Disposal Option Alternative:		8.86
Three year term: a. Per Ton Tipping Fee: Disposal Site and Address:		
Item 3: Curbside collection and transportation for recycling	g:	
Three year term: a. Per Ton Fee:	b. Fixed Fee for Term of Contract:	10 fi
<u>Item 4:</u> Recycling Processing Option: Three year term: a. F	Per Ton Tipping Fee:	
Processing Company, Site, and Address:	*	
Item 5: Additional Services Ontion:		

On-Call/Standing

		On-Call/Standing		
Container and Size	Rental Fee	Order Transportation	Service Fee for once	Per Ton Disposal/
Container and Size	(monthly rate)	Fee (per mile,	per week pickup	Processing Fee
,		per pull, etc.)		*
4 yard dumpster				
6 yard dumpster				*
8 yard dumpster	\$0.		2	
10 yard dumpster				9)
30 yard bulk waste rolloff				
30 yard recycling rolloff	70			
50 gallon cart for recycling				

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

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

Please include your Certificates of Insurance as requested.

I certify that I am familiar with all aspects of the specifications associated the work to be performed, and have anticipated all contingencies relative to the local conditions under which the work will be performed. I further certify that submission of this proposal constitutes my acknowledgment and certification of having adequate knowledge of specific site conditions and specifications in order to successfully perform the tasks involved in implementing the project as described. Further, I agree and understand that these specifications are a material part of my submission and shall be the performance standards under any eventual contract executed between my company and the Towns of Newfields, Newmarket, and Stratham and shall be incorporated by reference therein.

I further certify that I am the duly authorized agent of the stated company and have full authority to present this Bid Response Form.

Person Submitting Bid:	Name/Title:			
		(Print or Type)		
***	7/2	Ý.	e	
	24	(Signature)		
			e s	
a = ==================================	Bt	Date	_	

CHARTERED JANUARY 1, 1991



TOWN OF NEWMARKET, NEW HAMPSHIRE By the Newmarket Town Council

Resolution #2016/2017-08

Resolution Relating to the Acceptance of Conservation Land Formerly Owned by Charles E. Dearborn and Family:

WHEREAS, the heirs of Charles E. Dearborn proposed to the Newmarket Conservation Commission that a portion of the property formerly owned by Charlie E. Dearborn, located off of Grant Road and known as 206 Grant Road, Newmarket Tax and Lot No. R6/27/6, and containing approximately 38.09 acres, more or less, and already subject to a conservation easement held by the N.H. Fish and Game Department, shall be gifted to the Town of Newmarket, and

WHEREAS, the Conservation Commission and the Planning Board support this gift of land to the Town, subject to the existing conservation easement and other restrictions and notes referenced in the Ouitclaim Deed from the heirs of Charles E. Dearborn to the Town of Newmarket, and

WHEREAS, the Town Council is amenable to accepting this gracious gift of land from the heirs of Charles E. Dearborn,

NOW THEREFORE BE IT RESOLVED, that the Newmarket Town Council does accept this Quitclaim Deed of land from the heirs of Charles E. Dearborn to the Town of Newmarket, and authorizes the Town Administrator to take such additional actions as may be necessary to facilitate this gift of land to the Town.

	First Reading:	October 5, 2016
	Second Reading:	October 19, 2016
	Approval:	
Approved: _	Gary Levy, Chairman New	market Town Council
A True Co	oy Attest: Terri Littlefield, T	own 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:

October 13, 2016

TITLE:

Resolution #20162017-08 - Relating to the Acceptance of Conservation Land Formerly

Owned by Charles E. Dearborn and Family

PREPARED BY: Steve Fournier, Town Administrator on behalf of the Conservation Commission

TOWN ADMINISTRATOR'S COMMENTS - RECOMMENDATION:

I recommend accepting this gift of land for conservation purposed. This property abuts land that is currently in conservation.

BACKGROUND: In the Spring of 2015, Charlie Dearborn passed away tragically from an accident. In the fall of 2015, Sherry Spencer approached the Conservation Commission to accept a gift of 38 acres of the Dearborn land as a gift of open space. On December 10, 2015 the Conservation Commission voted to recommend to the Town Council that this land be accepted as conservation land. The Town Administrator then had the Town Attorney review the deed history in order to make sure that the Town could accept it. At that point in time, the estate was not yet settled and no donation could be made. This past summer, Ms. Spencer indicated that the estate was closed and the donation could move forward. The Town Attorney worked with Ms. Spencer's attorney to draft a deed for the Counsel to accept.

<u>**DISCUSSION:**</u> The Newmarket Conservation Commission discussed and reviewed the possible donation of the Dearborn property at its Dec. 10 meeting and voted unanimously to recommend acceptance of the property donation.

The property was formerly owned by Mr. Charles Dearborn and is subject to a conservation easement held by NH Fish and Game. Mr. Dearborn's estate would like to donate the property to the Town. Accepting the property will ensure that the public values described below will be preserved for present and future generations of Newmarket residents.

Property Description

The "Dearborn" property (Tax Map R6, Lot 27-6) has a mix of forested uplands and emergent and open wetlands. The property has 50 feet of frontage on Grant Road providing access for public recreation. It connects to already protected properties to the north.

Dearborn Property Public Values

- Wildlife Habitat
 This area is core habitat for Blanding's and spotted turtles, in addition to deer, beaver, turkey, black ducks and many other wildlife that use the wetlands and forests.
- Connectivity
 The property is part of the Tuttle Swamp ecosystem, conservation lands along Grant Road, Ash Swamp Road and Route 152 totaling 450+ acres.

- Recreation
 - The property's connectivity to other conservation lands provides for passive recreational opportunities during all seasons.
- Drinking Water
 The property is within the Source Water Protection Area for Newmarket's municipal drinking water supply.

FISCAL IMPACT: The Conservation Commission anticipates minimal expenses associated with the Town accepting the donation of this property. Usually just maintenance of the land

RECOMMENDATION: Therefore the Newmarket Conservation Commission recommends that the Town Council vote to accept the donation of ~38 acres on Grant Road as permanent public open space.

ATTACH ALL PERTINENT DOCUMENTS TO SUPPORT THE REQUEST.

Proposed Donation Acceptance of the Dearborn Property Grant Road – Newmarket

Recommendation

The Newmarket Conservation Commission discussed and reviewed the possible donation of the Dearborn property at our Dec. 10 meeting and voted unanimously to recommend acceptance of the property donation. Therefore the Newmarket Conservation Commission recommends that the Town Council vote to accept the donation of ~38 acres on Grant Road as permanent public open space. The property was formerly owned by Mr. Charles Dearborn and is subject to a conservation easement held by NH Fish and Game. Mr. Dearborn's estate would like to donate the property to the Town. Accepting the property will ensure that the public values described below will be preserved for present and future generations of Newmarket residents.

Property Description

The "Dearborn" property (Tax Map R6, Lot 27-6) has a mix of forested uplands and emergent and open wetlands. The property has 50 feet of frontage on Grant Road providing access for public recreation. It connects to already protected properties to the north. A copy of a survey of the property is attached for reference.

Dearborn Property Public Values

Wildlife Habitat

This area is core habitat for Blanding's and spotted turtles, in addition to deer, beaver, turkey, black ducks and many other wildlife that use the wetlands and forests.

Connectivity

The property is part of the Tuttle Swamp ecosystem, conservation lands along Grant Road, Ash Swamp Road and Route 152 totaling 450+ acres.

❖ Recreation

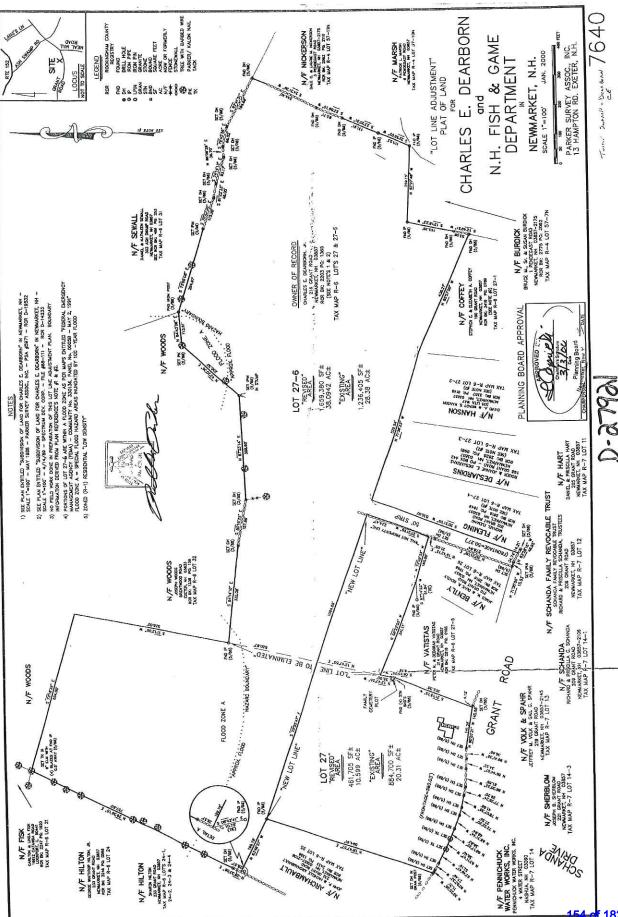
The property's connectivity to other conservation lands provides for passive recreational opportunities during all seasons.

Drinking Water

The property is within the Source Water Protection Area for Newmarket's municipal drinking water supply.

* Fiscally Responsible

The Conservation Commission anticipates minimal expenses associated with the Town accepting the donation of this property. Potential costs would be to survey the property boundaries that abut house lots and to resolve an issue with a driveway for an abutting property.



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State of New Hampshire EASEMENT MONITORING INSPECTION REPORT

Inspection Date:	October 13, 2015	Agency / Program: F&G / MOA
Easement Name:	Dearborn	Acres: 38
Town / Location:	Newmarket - Grant Road	AKA: Tuttle Marsh
Current Owner: Address: Phone:	Sherry Spencer (Executrix) 4 Settlers Way, Pelham, NH 508-6315	*** Landowner deceased 6/2015 03076
E-mail	roysherry@comcast.net	Cell: 401-742-5422
Owner Contact: Address: Phone:	*	
E-mail:		Cell:
Landowner contact	prior to inspection: X Yes	No
Status: To the best o terms specified in the	f your knowledge, judgment, and e conservation easement? Please	l observation, is there compliance with the describe as necessary.
No violation obse	erved PENDING (requires fur	ther evaluation) \[\sum NO (see explanation below)

Post-inspection Landowner Communication:

Hi Sherry: It was nice meeting you and Roy. You may find it valuable to share a copy of this report with any attorney working with you on the settlement of Charlie's estate. After walking portions of the property a couple thoughts occurred to me. I would suggest you make sure that the boundaries for all of Charlie's land are clearly marked and correct. The forester can often assist you with this task. Knowing exactly where your property is can help you understand and appreciate it. Some good marking occurred in conjunction with the timber harvest, but there are a couple weak spots. We have never been able to pin down the exact location of the southwest corner. I cannot remember if the bound between the CE land and the land for sale was marked but it is something to be aware of. I am not sure what access point was used for the last timber harvest, but if it was through Charlie's yard you may want to talk to the forester before you sell the house lot in the event you need a provision for access for future harvests. There are 2 other points of access so maybe you are OK but thought I would mention it. On the east side off Pendergast road I discovered what appears to be another encroachment so here too VERY clearly marked You will note in the inspection part of the report the nature of the possible bounds can help. encroachment. You can let us know how you would like to approach this and if you would like our assistance. I do have a call in to the Regional Forest Ranger who has law enforcement capability. Since there is no owner per se with the property in estate settlement I am exploring this avenue. We also spoke generally about the future of the CE portion ownership. If you would like to discuss the possibility of a donation of the land to NH Fish & Game you should contact Rich Cook at 271-1133. Charlie mentioned on many occasions that he might donate the CE land to F&G. If the idea interests you this is something you would want to discuss with your attorney / accountant to determine what tax benefits you could receive. Timing can be important in such matters and can relate to the income from the sale of the house. Good luck on the sale of the house. And we too miss Charlie. Thanks for making the trip up to meet me.

ST

Description of current land use: The property is largely forested or swamp. The latest timber harvest was completed in 2013 and included a large patch cut. The previous timber harvest was about 1985. There has been some mosquito trapping equipment installed on the property seasonally for mosquito porne illness studies.
Condition of Boundaries:
Stewardship / Forestry Plans: This easement requires the owner to notify NH Fish and Game before conducting agriculture or forest management activities and for NH Fish and Game to review the activity to make sure the activity complies with the easement.
Most recent undate: 2012 Abbr. Forester: Patrick Kenney Renewal Date: 2022
Inspection description / observations / comments / management needs / into requests / etc. List man-made alterations and management activities (conducted or planned) noting extent, location, purpose, List man-made alterations and management activities (conducted or planned) noting extent, location, purpose, lindividual responsible (if appropriate) — Examples: construction, dredging, filling, trails, timber harvest, clearing individual responsible (if appropriate) — Examples: erosion, fire, ice, invasive species, flora / new fields, etc. Also, list natural alterations / occurrences - Examples: erosion, fire, ice, invasive species, flora / new fields, etc. Also, list natural alterations, photos, and illustrations as necessary and all persons in attendance.
 Charlie unexpectedly passed away in June. Met Charlie's niece, who is Executrix to Charlie's estate, and her husband Roy at the home. We discussed a broad range of topics. Roy and I walked out to the small meadow Charlie used to plant. We then all drove to the Pendergast road area and I pointed out the corner so they would understand their property. I checked the SW corner after knocking on the neighbor's door for permission. There is a metal pin, a fence line, and a large white pine with paint, none of which align with each other so it is difficult to tell where the true corner is. It would be good to have this clearly established. I checked the middle access point that has an abutter driveway crossing it. I drove up to their house to see if I could learn about how this driveway crossing occurred and what documentation might exist. I determined it would be better to do this with someone else along since the house and yard were in disarray. I checked the E bound area and in the SE corner noted several trees cut down and left on the ground (see photos 3 and 4). It's possible the abutter may have done this to provide more sun on the pool deck. The branches of one tree that may have been dropped into the abutter's yard were stacked partly on the CE property (see photo 5). There is a 53 foot stone wall along this section with a drill hole in either end. At the S end of this wall is the corner, and a witness tree. I did not locate the drill hole on either end. I placed a few F&G boundary tags in this area of the property. I left a business card on the front step with a request to contact me. See photos documenting the area. The following additional information / updates are attached to the office copy of report:
The following additional information / updates are attached to the office copy of repositional information / updates are attached to the office copy of repositional information / updates are attached to the office copy of repositional information / updates are attached to the office copy of repositional information / updates are attached to the office copy of repositional information / updates are attached to the office copy of repositional information / updates are attached to the office copy of repositional information / updates are attached to the office copy of repositional information / updates are attached to the office copy of repositional information / updates are attached to the office copy of repositional information / updates are attached to the office copy of reposition in the office copy of reposition
CLS post-report follow-up needed? No Yes:
Possible encroachment
To Review During Next Monitoring Visit:
 Check S and E bounds, add boundary tags as appropriate
Monitored by: Tracey Boisvert, Program Director and / or
Signature: (signed original in file)

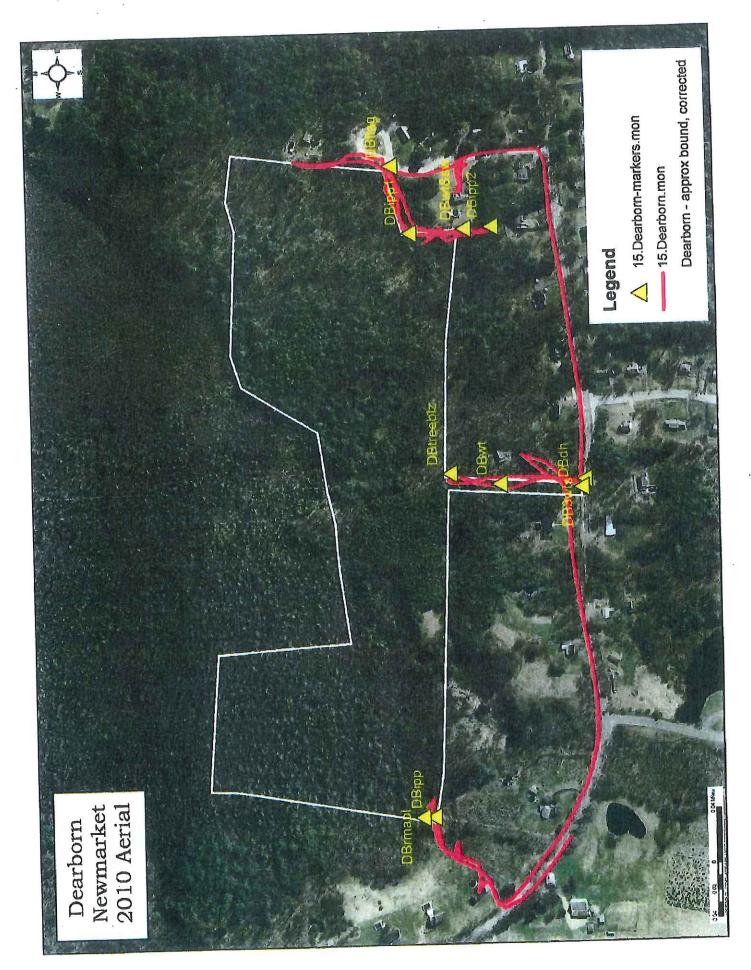
Address:

NH Office of Energy and Planning Conservation Land Stewardship Program 107 Pleasant Street Johnson Hall, 3rd Floor Concord, NH 03301 603-271-2155

http://nh.gov/oep/programs/CLSP/index.htm

E-Mail: <u>macey.boisvert@nh.gov</u> E-mail: <u>steve.walker@nh.gov</u>

cc (electronic): NH Fish & Game, Rich Cook







Direction of View: SE

Description:

Pin low in ground shown as DBipp1 on the attached GPS aerial.



Photo # 02

Direction of View: S

Description:

Branches from tree that was felled onto abutter's land cut on Dearborn land. Stone wall bound section obscured by brush.



Property: Dearborn

Page 1 of 3

Monitoring Date: 10/13/15

Photo # 03

Direction of View: E

Description:

Felled trees, stumps, and stone bound in view.



Photo# 04

Direction of View: W

Description:

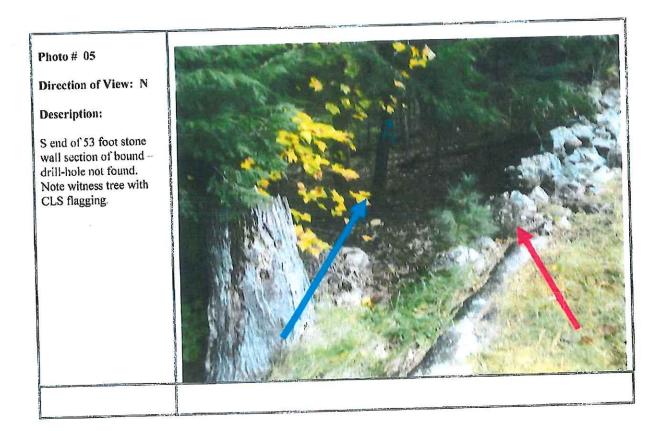
Stumps and felled trees, photo taken from exact location in photo #3 in opposite direction. It appears as if the abutter was trying to get more sun on their pool and pool deck.



Property: Dearborn

Page 2 of 3

Monitoring Date: 10/13/15



Pursuant to NH RSA 78-B:2, this conveyance is exempt from the NH Real Estate Transfer Tax.

CONSERVATION EASEMENT DEED

Charles E. Dearborn Jr., 216 Grant Road, Town of Newmarket, County of Rockingham, State of New Hampshire, hereinafter referred to as the "Grantor," which word where the context requires includes the plural and shall, unless the context clearly include the Grantor's executors, indicates otherwise, administrators, legal representatives, devisees, heirs and/or assigns), for consideration paid, grants to the State of New Hampshire, acting through The Fish & Game Department, with its principal office at 2 Hazen Drive, City of Concord, County of Merrimack, State of New Hampshire, 03301, (hereinafter sometimes referred to as the "Grantee," which word shall, unless the context clearly indicates otherwise, include the Grantee's successors and/or assigns), in perpetuity, with WARRANTY covenants, the following described Conservation Easement, pursuant to Hampshire RSA 477:45-47, with respect to a certain parcel of land (herein referred to as the "Property"), known as the Dearborn Tract at Tuttle Swamp with any improvements thereon, situated in the Town of Newmarket, County of Rockingham, and State of New Hampshire, more particularly bounded and described as set forth in Appendix A attached hereto and made a part hereof.

The Property consists of 38.09 +/- acres of The Tuttle Swamp marsh system. The grantee has identified the area as critical wildlife habitat, which include wetland, waterfowl, and deer wintering and the property provides significant habitat numerous species of wildlife.

1. **PURPOSES**

Said Conservation Easement is granted exclusively for the following conservation purposes:

- The assurance that the Property will be retained forever for its critical wildlife habitat which include wetland, waterfowl, and deer winter habitat, and the prevention of any use of the Property that will significantly impair or interfere with the conservation values of the Property; and
- The preservation of open spaces, particularly the wetlands, uplands and wildlife habitat, of which the land area subject to this Conservation Easement granted hereby, consists, for the scenic enjoyment of the general public. This purpose is consistent with the clearly delineated conservation policy of the State of New Hampshire, as set forth in New Hampshire RSA Chapter 79-A, which states: "It is hereby declared to be in the public interest to encourage the preservation of open space in the state

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ROCKINGHAM COUNTY REGISTRY OF DEEDS

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by providing a healthful and attractive outdoor environment for work and recreation of the state's citizens, by maintaining the character of the state's landscape, and by conserving the land, water, forest, and wildlife resources," and to yield a significant public benefit in connection therewith, all consistent and in accordance with the Internal Revenue Code of 1986, as it may be amended from time to time; and

C. The assurance of outdoor recreation by the general public for such activities as hiking, bird watching, cross-country skiing, hunting and fishing.

These significant conservation values are set forth in detail in baseline documentation entitled "Baseline Documentation Report" on file with the Grantee.

The Conservation Easement hereby granted with respect to the Property is as follows:

2. USE LIMITATIONS

- A. The Property shall be maintained in perpetuity as open space without there being conducted thereon any industrial or commercial activities, except agriculture and forestry as described below, and provided that the productive capacity of the Property to produce agriculture and forest products shall not be degraded by on-site activities and that such activities will not cause significant pollution of surface or subsurface waters or soil erosion.
- i. For the purposes hereof, "agriculture" and "forestry" shall include, animal husbandry, floriculture and horticulture activities; the production of plant and animal products for domestic or commercial purposes, for example the growing, stocking, cutting and sale of Christmas trees or forest trees of any size capable of producing timber, and the processing and sale of products produced on the Property, for example, pick-your-own fruits and vegetables, maple syrup and other forest wood products; and the processing and sale of forest products produced on the Property not detrimental to the purposes of this Conservation Easement.
- ii. Agriculture and forestry on the Property shall be performed to the extent reasonably practicable, for the site and soils of the Property. Forestry management activities shall be developed in accordance with the current scientifically based practices recommended by the U.S. Cooperative Extension Service, U.S. Soil Conservation Service, or other governmental or private, non-profit natural resource conservation and management agencies then active.
- iii. Prior to conducting agriculture and forestry management activities, the Grantor must notify the Grantee of the proposed

action submitted in writing. All forestry management activities will be immediately reviewed by the New Hampshire Fish and Game Department for compliance with the terms and conditions of the easement. All forestry management activities will be conducted in accordance with the "Good Forestry in the Granite State, Recommended Voluntary Forest Management Practices for New Hampshire", and all local state and federal rules and regulations.

- B. The Property shall not be subdivided or otherwise divided into parcels of separate distinct ownership and may be sold, transferred, devised or conveyed only in its entirety.
- C. No structure or improvement, including, but not limited to, a dwelling, tennis court, swimming pool, aircraft landing strip, tower or mobile home shall be introduced onto the Property except for ancillary structures or improvements including, but not limited to, a road, dam, fence, bridge, bench, culvert, boardwalks, blinds for wildlife observation, and wildlife shelters, may only be constructed, placed or introduced onto the Property as necessary in the accomplishment of forestry, conservation, wildlife habitat management or outdoor recreational uses of the Property provided that they are not detrimental to the purposes of this Conservation Easement.
- D. No removal, filling, or other disturbances of soil surface, nor any changes in topography, surface or sub-surface water systems, wetlands, or natural habitat shall be allowed unless such activities:
- i. are approved by the Grantee for purposes of conservation, habitat management, or non-commercial outdoor recreational uses of the Property; and
- ii. do not harm state or federally recognized rare or endangered species, such determination of harm to be based upon information from the New Hampshire Natural Heritage Inventory or the agency then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species; and
- iii. are not detrimental to the conservation purposes of this Conservation Easement.

Prior to commencement of any such activities, all necessary federal, state and local permits and approvals shall be secured. Grantee shall be notified in writing ten (10) days prior to commencement of such activities.

E. No outdoor advertising structures such as signs and billboards shall be displayed on the Property except as approved by the Grantee.

- F. There shall be no mining, quarrying, excavation or extraction of rocks, minerals, gravel, sand topsoil or other similar materials on the Property, except as approved by the Grantee.
- G. There shall be no dumping, injection, burning, or burial of man-made materials or materials then known to be environmentally hazardous.
- H. The within described Property shall in no way be used to satisfy the density requirements of any applicable zoning ordinance or subdivision with respect to the development of any other property.

3. RESERVED RIGHTS

- A. Grantor reserves the right to post against vehicles, motorized or otherwise.
- B. Grantor reserves the right to introduce, maintain, repair or replace utilities on the Property.

4. AFFIRMATIVE RIGHTS OF GRANTEE

- A. The Grantee shall have reasonable access to the Property and all of its parts for such inspection as is necessary to maintain boundaries, to determine compliance with and to enforce the terms of this Conservation Easement Deed, and to exercise the rights conveyed hereby and to fulfill the responsibilities and carry out the duties assumed by the acceptance of this Conservation Easement Deed.
- B. The Grantee may elect to manage the trails, access points and public footpaths or appoint another conservation organization to manage the footpaths. The Grantor will be responsible for damage to trails resulting from agriculture or forestry management activities.
- C. There is hereby conveyed pedestrian access to, on and across the Property for such activities as hunting, bird watching, cross-country skiing, hiking and transitory recreational purposes, but not camping, by members of the public; but the Property may be posted against such access or otherwise restricted by the Grantee.
- D. The Grantor and the Grantee agree that it is important to manage the wildlife resource utilizing habitat manipulation and population management techniques, including regulating hunting. Therefore, they will seek to establish a coordinated wildlife habitat management plan, but the Grantee shall retain the right to withhold approval.
- E. The Grantee has the right to maintain, construct and/or

reconstruct a water control structure for the purpose of wildlife habitat management, in accordance with a coordinated wildlife habitat management plan with the Grantor.

5. NOTIFICATION OF TRANSFER, TAXES, MAINTENANCE

- A. Grantor agrees to notify the Grantee in writing ten (10) days before the transfer of title to or any interest in the Property.
- B. Grantee shall be under no obligation to maintain the Property or to pay any taxes or assessments thereon.

6. BENEFITS AND BURDENS

The burden of the Conservation Easement conveyed hereby shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity; the benefits of said Conservation Easement shall not be appurtenant to any particular parcel of land but shall be in gross and assignable or transferable only to the United States Government or any subdivision of either of them, consistent with Section 170 (c) (1) of the Internal Revenue Code of 1986, as amended, or to any qualified organization within the meaning of Section 170(h)(3) of said Code, which organization has among its purposes the conservation and preservation of land and water areas and agrees to and is capable of enforcing the conservation purposes of this easement. Any such assignee or transferee shall have like power of assignment or transfer.

7. BREACH OF EASEMENT

- A. When a breach of this Conservation Easement, or conduct by anyone inconsistent with this Conservation Easement, comes to the attention of the Grantee, it shall notify the then owner (Grantor) of the Property in writing of such breach or conduct, delivered in hand or by certified mail, return receipt requested.
- B. Said Grantor shall have thirty (30) days after receipt of such notice to undertake those actions, including restoration, which are reasonably calculated to swiftly cure the conditions constituting said breach and to notify the Grantee thereof.
- C. If said Grantor fails to take such curative action, the Grantee, its successors or assigns, may undertake any actions that are reasonably necessary to cure such breach, and the cost thereof, including the Grantee's expenses, court costs and legal fees shall be paid by the said Grantor, provided the said Grantor is determined to be directly or indirectly responsible for the breach.
- D. The Grantor may, however, take prudent actions under emergency conditions to prevent, abate, or mitigate signific 182

injury to the Property resulting from natural events such as, but not limited to, fire, flood, wind and earth movement.

8. SEVERABILITY

If any provision of this easement is found to be invalid by a court of competent jurisdiction, the remainder of the provisions of the Conservation Easement shall not be affected thereby.

9. CONDEMNATION

- A. Whenever all or part of the Property is taken in the exercise of eminent domain by public, corporate, or other authority so as to abrogate in whole or in part the Conservation Easement conveyed hereby, the Grantor and the Grantee, or either of them, may thereupon act jointly or separately to recover the full damages resulting from such taking with all incidental or direct damages and expenses incurred by them, or either of them, thereby to be paid out of the damages recovered.
- B. The balance of the damages (proceeds) recovered shall be divided between the Grantor and the Grantee in proportion to the full and fair market values of the respective interest of the Grantor and Grantee in the part of the Property condemned, as determined immediately after the execution and delivery of this Conservation Easement, taken as a proportion of the sum of said values. Any increase in value attributable to improvements made after the date of this Conservation Easement shall accrue to the party who made the improvements. The Grantee shall use its share of the proceeds in a manner consistent with and in furtherance of conservation purposes.

10. ADDITIONAL EASEMENT

Should the Grantor determine that the expressed purposes of this Conservation Easement Deed could better be effectuated by the conveyance of an additional easement, the Grantor may execute an additional instrument to that effect, provided that the conservation purposes of this Conservation Easement Deed are not diminished thereby and that a public agency or qualified organization described in Section 6 above, accepts and records the additional easement.

The Grantee, by accepting and recording this Conservation Easement Deed for itself, its successors and assigns, agrees to be bound by and to observe and enforce the provisions hereof and assumes the rights and responsibilities herein provided for and incumbent upon the Grantee, all in the furtherance of the conservation purposes for which this Conservation Easement Deed is delivered.

7

Executed this iC day of agail, 2000.

CMEENEY

Charles E. Dearborn Jr.

The foregoing instrument was acknowledged before me this io day of April 2000, by CHARLES FRANCE NOT TO A COUNTY OF MILE MAPSHIRE

STATE OF NEW HAMPSHIRE

By:

Title AND AGAIN T NH F. G.

STATE OF NEW HAMPSHIRE

COUNTY OF MILE MARCH M

Notary Public/Justice of the Peace
My Commission Expires:

WILLIAM T. CARPENTER

NOTARY PUBLIC - NEW HAMPSHIRE
My Commission Expires June 25, 2002



APPENDIX A PROPERTY DESCRIPTION

A certain parcel of land located on the northerly side of Grant Road in the Town of Newmarket County of Rockingham State of New Hamphire more particularly described as follows:

Beginning at a drill hole set in the stonewall on the of Grant Road said point also being the Northerly side southeasterly corner of land now or formerly of James and Olive Bently; thence N 20°-31'-09" E 278.94 feet along a stonewall and land now or formerly of James and Olive Bently to a drill hole set; thence N 19°-42'-09" E 21.05 feet along land now or formerly of James and Olive Bently to a point at land now or formerly of Charles E. Dearborn Jr.; thence N 20°-31'-09" E 224.47 feet along Dearborn land to a point; thence N 70°-55'-47" W 1094.89 feet along land of Dearborn to a found iron pipe at the northeasterly corner of land of John and Michelle Archambault; thence N 63°-46'-57" W 199.78 feet along Archambault land to a point at land now or formerly of Sarah Hilton; thence N 28°-33'-06"E 28.57 feet along a stonewall and land now or formerly of Sarah Hilton to a drill hole set; thence N 26°-36'-15"E 757.60 feet along land now or formerly of Sarah Hilton, along land now or formerly of George Winthrop Hilton Jr., and along land now or formerly of Carlton and Linda Fisk to a tack set in an 8 inch elm tree with blazes at land now or formerly of Joseph Woods; thence S 73°-18'-39" E 554.00 feet along land now or formerly of Joseph Woods to a point; thence S 11°-12'-06" W 528.00 feet along land now or formerly of Joseph Woods to a found iron pipe; thence S 84°-14'-10" E 332.06 feet along land now or formerly of Woods to a drill hole; thence S 80°-16'-25" E 157.86 feet along a stone wall and land now or formerly of Joseph Woods to a drill hole set; thence N 87°-23'-14" E 358.60 feet along land now or formerly of Joseph Woods to an iron pin set; thence N 42°-20'-36" E 255.30 feet along land now or formerly of Joseph Woods to a PK set; thence N 84°-43'-06" E 113.61 feet along land now or formerly of Joseph Woods to a iron rod post; thence S 73°-05'-08" E 294.97 feet along land now or formerly of Daniel and Kathleen Sewall to an iron pin set; thence S 70°-23'-35" E 115.20 feet along a stonewall and land now or formerly of Daniel and Kathleen Sewall to a drill hole set; thence S 81°-22'-33" E 48.05 feet along a stonewall and land now or formerly of Daniel and Kathleen Sewall to a drill hole set; thence S 74°-14'-13" E 93.17 feet along a stonewall and land now or formerly of Daniel and Kathleen Sewall to a drill hole set; thence N 86°-06'-26" E 35.70 feet along a stonewall and land now or formerly of Daniel and Kathleen Sewall to a drill hole set; thence S 79°-45'-56" E 68.52 feet along a stonewall and land now or formerly of Daniel and Kathleen Sewall to a drill hole set; thence S 62°-41'-51" E 184.68 feet along a stonewall and land now or formerly of Daniel and Kathleen Sewall to a drill hole found at land now or formerly of Dale C. and Laurie Nickerson; thence S 24°-31'-39" W 244.40 feet partly along a stonewall and land now or formerly of

Dale C. and Laurie Nickerson to a drill hole found; thence S 22°-59'-10" W 92.71 feet along a stonewall and land now or formerly of Dale C. and Laurie Nickerson to a drill hole found; thence S 23°-20'-51" W 131.91 feet along land now or formerly of Dale C. and Laurie Nickerson and along land now or formerly of Patrick Marsh to an iron pipe found; thence S 22°-55'-02" W 115.63 feet along land now or formerly of Patrick Marsh to an iron pipe found; thence N 87°-27'-48" W 259.15 feet along land now or formerly of Bruce and Susan Burdick to an iron pipe found; thence S 12°-18'-23" W 165.26 feet along land now or formerly of Bruce and Susan Burdick to a drill found at the beginning of a stonewall; thence S 12°-49'-51" W 53.08 feet along a stonewall land now or formerly of Bruce and Susan Burdick to a drill found and land now or formerly of Stephen and Elizabeth Coffey; thence N 65°-57'-00" W 438.27 feet along land now or formerly of Stephen and Elizabeth Coffey to a point; thence N 71°-36'-23" W 529.54 feet along land now or formerly of David and Wendy Hanson, along land now or formerly of Roger and Joanne Desjardins, and along land now or formerly of Michael Fleming to a point; thence S 20°-31'-09" W 530.00 feet along land now or formerly of Michael Fleming to a point on a stonewall located along the northerly side of Grant Road; thence N 62°-28'-16" W 34.74 feet along a stonewall and Grant Road to an iron pin set; thence N 71°-35'-50" W 15.53 feet along Grant Road to the point of beginning.

Said lot contains 38.09 +/- acres and is depicted as lot 27-6 on a Lot line Adjustment Plat of Land for Charles E. Dearborn and NH Fish and Game Department in Newmarket NH dated January 2000 by Parker Survey Associates Inc. Hampton NH and is to be recorded at the Rockingham County Registry of Deeds.



Please Respond to the Exeter Office

January 27, 2016

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

Re:

Proposed Donation of Lane

Dearborn Estate/Heirs

Dear Steve:

I understand the Conservation Commission and the Town have been approached by the heirs to the estate of Charles Dearborn, who propose to donate land to the Town for conservation purposes.

The subject 38 +/- parcel is located off of Grant Road and is already subject to a conservation easement that has been granted to the State of New Hampshire, Fish and Game. In researching this, we found out that the estate of Mr. Dearborn is still open. In NH, real estate passes to the heirs automatically upon death, but it is subject to divestiture back in favor of the estate if the real estate is needed to pay the creditors (debts) of the estate. As the estate is still open, we need to understand from the estate executor/executrix whether there are monies sufficient and apart from the real estate to pay any estate creditors (including taxes- federal, state, et cetera). Once we have assurances that the real estate will not be subject to divestiture to pay the estate creditors, then we can accept a deed signed by the executor/executrix and the heirs for the property. Attached is a copy of the statutory RSA 544:18-a form that will also need to be filled out by the executor/executrix attesting to the fact that the property has transferred by inheritance to the heirs. Once we receive this assurance and the form, we can prepare a deed for the property to be signed by the heirs and the executor/executrix.

If we learn that the estate is closed, then we just need a copy of the signed RSA 544:18-a form.

DONAHUE, TUCKER & CIANDELLA, PLLC

Exeter Office: 225 Water Street, P.O. Box 630, Exeter, NH 03833, 603-778-0686

Portsmouth Office: 111 Maplewood Avenue, Suite D, Portsmouth, NH 03801, 603-766-1686

Meredith Office: Towle House, Unit 2, 164 NH Route 25, Meredith, NH 03253, 603-279-4158

www.dtclawyers.com

MICHAEL J. DONAHUE
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CHRISTOPHER L. BOLDT
SHARON CUDDY SOMERS
DOUGLAS M. MANSFIELD
KATHERINE B. MILLER
CHRISTOPHER T. HILSON
JUSTIN L. PASAY
NICOLE L. TIBBETTS
ERIC A. MAHER

OF COUNSEL NICHOLAS R. AESCHLIMAN

RETIRED ROBERT B. DONOVAN

ROBERT A. BATTLES (1951-2010)

Steve Fournier, Town Administrator Page 2 January 27, 2016

I assume someone from the Town/Conservation Commission will relay this information to the Dearborn heirs.

Should you have any questions, please contact me.

Very truly yours,

DONAHUE, TUCKER & CIANDELLA, PLLC

John J. Ratigan

<u>jratigan@dtclawyers.com</u>

JJR:gsh Enclosure

S:\NA-NE\NEWMARKET\Dearborn Land\2016 01-07 Fournier ltr.docx

CHARTERED JANUARY 1, 1991



TOWN OF NEWMARKET, NEW HAMPSHIRE By the Newmarket Town Council

Resolution 2015/2016-52

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

WHEREAS:

NH RSA 162N allows for the creation of Economic Recover Zones in communities to

encourage the redevelopment of certain land in exchange for state tax credits for the

developer, and

WHEREAS:

The Town desires to redevelop what is the B3 zone along Rt. 152, including the following

lots on Town Tax Map R6 (updated April 2015):

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

1, 50-2, 50-3, 50-4, 50-4, 50-5, 50-6, 50-7, 50-8, 51 and 52.

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

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

First Reading:

June 1, 2016

Second Reading:

July 20, 2016

Approval:

October 19, 2016

Gary Levy, 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

Applicant's Name: Andrew Walker
Address: 17 Riverband Rd-, Newwayke Phone/Cell 603-397-9280
RSA 669:19 Newmarket Registered Voter: Yes No # of Years as Resident: 5+ RSA 91:2 Are you an American Citizen? Yes No
Email address: awalker. wh Egmail. com
Full membership (3 year term) position applying for Dam Committee
State what the new term expiration date is: March 2017
Alternate position (3 year term) position applying for NIA
State what the new term expiration date is: N/W
I feel the following experience and background qualifies me for this position:
B.S. Engineering (Tufts University); M.S. Hydrology (UNH)
8+ years as an engineering consultant with a focus
on dam safety, watershed planning, river restoration
(need more room, please use the back)
Clerk Clak Signature 10/3/16 Date
Signature Date

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



TOWN OF NEWMARKET, NEW HAMPSHIRE By the Newmarket Town Council

Resolution #- 20162017-09 Relating to Generator Maintenance

WHEREAS, The Town of Newmarket maintains 14 generators, and

WHEREAS, the Town issued a Request for Proposal (RFP) for generator maintenance and five bidders responded, and

WHEREAS, TriState Generator is the low-cost bidder.

NOW THEREFORE BE IT RESOLVED, that the Newmarket Town Council does authorize the Town Administrator to enter into an agreement with TriState Generator for generator maintenance services.

	First Reading:	October 19, 2016
	Second Reading:	
	Approval:	
Approved:		
Gary I	Levy, Chairman Newn	narket Town Council
A True Copy Attes	st:	
	Terri Littlefield, To	own 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:

October 5, 2016

TITLE:

Generator Maintenance - Resolution #2016/2017-09

PREPARED BY: Matthew Angell, Interim Finance Director

TOWN ADMINISTRATOR'S COMMENTS - RECOMMENDATION:

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

<u>BACKGROUND:</u> The Town maintains 14 generators for Water, Sewer, DPW, and Police. All of these generators have regular maintenance performed, not all of them are maintained by the same generator maintenance company, if at all. Hiring a generator maintenance company of record will improve generator up time. Also, hopefully identify issues before they will occur.

Process:

All current vendors received a copy of the RFP via e-mail. Also, a public notice was issued in the local newspaper, as well as posted on the Town's website.

Results:

We received five proposals. Each proposal was evaluated for qualification and cost. We currently have worked with the low-cost bidder and are satisfied with their work.

		Regular Work Hour	Emergency		Parts
Bidder	Maintenance	Rate	Rate	Mileage	Markup
TriState Generator	\$ 1,400.00	\$ 95.00	\$ 120.00	\$ 35.00	12%
FM Generator	9,700.00	90.00	135.00		20%
Generator Connections	6,320.00	95.00	145.00		18%
Scherbon Consolidated, Inc.	4,620.00	92.50	138.75		15%
PowerProducts	1,960.00	119.00	178.50		

DISCUSSION: TriState Generator is a known vendor who has a local technician.

FISCAL IMPACT: During fiscal year 2016, the Town paid \$12,939 in generator maintenance and emergency repairs. In many cases, the costs have been at a higher (OT) rate. I expect to see costs decline as increased oversight may identify issues with the generators prior to failure

<u>RECOMMENDATION:</u> I recommend the lowest cost option by awarding the proposal to TriState Generator.

DOCUMENTS ATTACHED: Copies of proposals.

10/5/2016

CHARTERED JANUARY 1, 1991



TOWN OF NEWMARKET, NEW HAMPSHIRE

By the Newmarket Town Council

Resolution #-2016/2017-10
Relating to HVAC Maintenance Services

WHEREAS, The Town of Newmarket solicited proposals for HVAC Maintenance Services, and

WHEREAS, the five companies submitted proposals, and

WHEREAS, the cost proposals were as follows:

	Thermo Dynamics Inc.	Dowling	Mechanical Services, Inc.	Granite State Plumbing & Heating, LLC	Siemens
Town Hall	2,190.00	2,596.00	3,168.00	3,122.00	5,323.00
Community Center	1,060.00	920.00	793.00	1,386.00	1,829.00
Police Station	1,010.00	792.00	924.00	1,840.00	2,659.00
DPW/Fire	1,170.00	1,536.00	2,554.00	3,712.00	6,764.00
Library	1,350.00	1,812.00	1,778.00	2,350.00	3,324.00
Sunrise Senior Center	535.00	800.00	953.00	876.00	1,724.00
Sewer Plant	300.00	284.00	194.00	780.00	
Water Plant	595.00	584.00	582.00	872.00	
	8,210.00	9,324.00	10,946.00	14,938.00	21,623.00
Rates:					
			80/100		
Technician	85.00	90.00	Reg/OT	90.00	117.00
Helper	70.00	85.00	N/A	65.00	N/A
Markup	30%	List	20%	30%	15%

Bidder	

WHEREAS, Thermo Dynamics, Inc. was the low-cost bidder.

NOW THEREFORE BE IT RESOLVED, that the Newmarket Town Council does authorize the Town Administrator to enter into a one-year agreement with Thermo Dynamics, Inc. for HVAC Maintenance Services.

	First Reading:	October 19, 2016				
	Second Reading:					
	Approval:					
Approved: _						
Gary Levy, Chairman Newmarket Town Council						
A True Copy Atto	est:					
	Terri Littlefield, Tov	wn 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:

October 12, 2016

TITLE:

Resolution #2016/2017-10 HVAC Services - Recommendation for HVAC Services RFP.

PREPARED BY: Matthew Angell,

TOWN ADMINISTRATOR'S COMMENTS - RECOMMENDATION:

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

<u>BACKGROUND:</u> Every other year, the Town issues an RFP for HVAC services for Town owned buildings, which include preventative maintenance and emergency repairs when needed. Typically, we solicit proposals for a multi-year contract. However, I felt that a one-year contract is in the best interest of the Town. My feeling is based upon

<u>Process:</u> We issued a public notice that was posted in a local newspaper, we posted the RFP on the Town's website, and we e-mailed six potential vendors.

Results: We received five proposals.

DISCUSSION: Thermo Dynamics has been our vendor for many years and is the low cost bidder. I questioned several Department Heads as to Thermo Dynamic's performance and found their performance was satisfactory.

FISCAL IMPACT: Their proposal is within our appropriation.

RECOMMENDATION: I recommend the Town Council approve Thermo Dynamics as our HVAC service provider and authorize the Town Administrator to enter into a one-year contract.

ATTACH ALL PERTINENT DOCUMENTS TO SUPPORT THE REQUEST.

CHARTERED JANUARY 1, 1991



TOWN OF NEWMARKET, NEW HAMPSHIRE By the Newmarket Town Council

		Resolution 2016/2017 - 11					
		Approval of the Fiscal Year 2018	<u>Budget</u>				
WHEREAS:		own Administrator submitted his budget for the next fiscal year to the Town cil on October 15, 2016, and					
WHEREAS:	desires t	own Council after reviewing the proposed budget and making various changes, to forward the Municipal Budget Committee a proposed budget for the fiscal ading June 30, 2018					
NOW, THERE	FORE, BE	IT RESOLVED BY THE NEWMARKET	TOWN	COUNCIL THAT:	S .		
	Town Cou	al budget for the Town of Newmarket fo uncil by the Town Administrator, is amend ommittee for its review the following appro	led and r	ecommends to the M			
		General Fund	\$	7,194,395			
		Special Funds		1,063,934			
		Enterprise (Water and Sewer) Funds		3,323,432			
		Total	\$	11,581,761			
First Re	ading:	October 19, 2016					
Second	Reading:						
Approv	al:						
Approved:							
	Gary Lev	y, Chairman Newmarket Town Council					
A True Copy A	ttest:						

Terri Littlefield, Town Clerk