



Town of Newmarket, New Hampshire
Town Council Business Meeting
September 4, 2013 Council Chambers

AGENDA: 7:00 p.m.

1. Pledge of Allegiance
2. Public Forum
3. Public Hearing - None
4. Town Council to Consider Acceptance of Minutes
 - a. August 21, 2013 Workshop
5. Report of the Town Administrator
6. Old Business
 - a. **Ordinances and Resolutions in the 2nd Reading**—*Item(s) Council may act upon this evening*
 - i. Resolution #2013/2014-12 Withdrawal of an Amount Not to Exceed \$8,000 From the Building Improvements Capital Reserve Fund for the Purpose of Replacing Carpeting
 - ii. Resolution #2013/2014-13 Awarding #2 Heating Oil, Liquid Propane, Regular Gasoline, and clear Diesel Contracts
 - iii. Resolution #2013/2014-14 Agreement with Wright-Pierce for Engineering Services for the Upgrade of the Waste Water Treatment Facility
 - b. **Ordinances and Resolutions in the 3rd Reading**
 - c. **Items Laid on the Table**
 - i. Resolution #2012/2013-63 Acceptance of a Grant from the Conservation Law Foundation and Authorization of the Town Administrator to Enter Into an Engineering Contract for the Lamprey River Macallen Dam Removal Feasibility and Impact Analysis **(Tabled July 10, 2013) (Revised)(Tabled August 7, 2013)**

7. New Business/Correspondence

a. Town Council to Consider Nominations, Appointments and Elections

i. CIP Committee Reps:

Budget Committee – Judy Ryan

Budget Committee Alternate-Dana Glennon

Planning Board – Jane ford

Planning Board Alternate – Elizabeth Dudley

b. Ordinances/Resolutions in the 1st Reading – *Item(s) held over for vote at next BM*

i. Resolution #2013-2014-16 Approval of 2013 MS-5 – Financial Report

ii. Resolution #2013-2014-17 Authorizing the Town Administrator to Execute a Reciprocal Easement Agreement Between the Town of Newmarket and Newmarket Mills LLC

iii. Resolution #2013-2014-18 Increase of Sewer Rates

iv. Resolution #2013-2014-19 Adopting the Revised Personnel Policy

c. Correspondence to the Town Council

d. Closing Comments by Town Councilors

8. Adjournment



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- 3. Public Hearing - None**



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- 4. Town Council to Consider Acceptance of Minutes**
 - a. August 21, 2003 WS

DRAFT

**TOWN OF NEWMARKET, NEW HAMPSHIRE
TOWN COUNCIL WORKSHOP
AUGUST 21, 2013
TOWN COUNCIL CHAMBERS**

PRESENT: Council Chairman Gary Levy, Council Vice Chairman John Bentley, Councilor Dan Wright, Councilor Larry Pickering, Councilor Dale Pike, Councilor Ed Carmichael

Town Administrator Steve Fournier

EXCUSED: Councilor Phil Nazzaro

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

PUBLIC FORUM

Bert Allen of Smith Garrison Road spoke about the cost of school bus transportation, which he said would increase if the high school students were sent to Oyster River. He referred to the 2-mile transportation law. He suggested that students could take either Coast buses or a train to Durham. He hoped the Town Administrator would consider sending a letter of concern to the School Board. He also advocated a tax cap for all forms of government in town and spoke of a petition bill. Town Administrator Fournier will have a casual conversation with the Superintendent of Schools about transportation. It was suggested that Mr. Allen voice his concerns to the School Board.

Councilor Pickering asked that Council Chairman Levy remind everyone at the beginning of every meeting that the Public Forum is for both agenda and non-agenda items. There had been some confusion at the previous meeting because not everyone was aware that the meeting rules had changed. Council Chairman Levy will announce this at every meeting. Council Vice Chairman Bentley thanked all those who had made Olde Home Weekend a success, mentioning Adam Schroadter and Deb Garrison. The fireworks had been re-scheduled to September 7th.

Council Chairman Levy closed the Public Forum at 7:14 p.m.

TOWN COUNCIL TO CONSIDER ACCEPTANCE OF MINUTES

August 7, 2013 Business Meeting

Council Vice Chairman Bentley moved to approve the minutes of the August 7, 2013 business meeting as written. Councilor Pike seconded. Discussion: Councilor Pike said that the motion on money for the Macallen Dam was to table the resolution, which the minutes did not mention. Town Administrator Fournier polled the Council. Motion carried unanimously, 6 - 0 to approve the minutes as amended.

August 7, 2013 Non-Public Session

Town Council Workshop
August 21, 2013

Council Vice Chairman Bentley moved to approve the minutes of the August 7, 2013 non-public session. Councilor Carmichael seconded. There was no discussion. Town Administrator Fournier polled the Council. Motion carried unanimously, 6 – 0.

TOWN ADMINISTRATOR'S REPORT

Town Administrator Fournier said a large number of people had attended Olde Home Weekend and he commended those who had worked on it. The fireworks will be held at Landroche Field September 7th, beginning at 7:00 with live entertainment.

He had prepared the following tentative schedule working toward the election in March:

9/16/2013	Budget from Department Heads to Town Administrator
10/15/2013	Budget from Town Administrator to Town Council
11/15/2013	Budget from Town Council to Budget Committee
12/31/2013	Last Day for the Town to Post for a Budget Public Hearing
1/14/2014	Last Day to Submit Petition Warrants
1/14/2014	Last Day to Hold the Budget Public Hearing
1/14/2014	School Budget Public Session
1/21/2014	Last Day to Hold Bond Public Hearing
1/21/2014	Last Day for School Public Hearing
1/27/2014	Last Day to Post the Warrants and the Budget
2/8/2014	Last Day to Hold Deliberative Session (No Snow Date)
3/11/2014	Town Election Day

The school and town time frames differ because the town's schedule is set by the Charter and the school's by the state.

Newmarket Business Association had donated a directional sign to be placed on the corner of the church lot in the downtown. The sign would point to areas on the waterfront and to public parking. Councilor Pickering commented that the sign was beautiful and asked if complied with the town's signage policy. Town Administrator Fournier will find out.

Testing had been done on the mosquito pools, and there had been no findings of EEE or West Nile virus. As a precaution, town fields and parks were sprayed and spraying will continue for the fall sports season. People were advised to wear light-colored clothing, long pants and long sleeves, as well as spray themselves with mosquito repellent.

REPORTS FROM DEPARTMENT HEADS

Councilor Wright said he had mentioned before that it would be helpful to have an inventory of vehicles listing the age and mileage of each prior to considering a request for a new vehicle. Town Administrator Fournier said that 2 departments had finished their lists and the third was nearly done.

Council Chairman Levy referred to page 25 of the packet concerning the North Main Street water main and borings that had been taken because of contamination from the gas station. The report continued to say that they had met with the state to determine conflicts between the state's bike path and drainage projects and the town's main project on Route 108. He asked the source of the conflicts and why they had not been made aware

of them earlier. Town Administrator Fournier said the conflict had arisen as the state was going to be widening the road for the bike lane and also updating some of the drainage. He said the town had water lines where the state planned to improve the drainage, and the problem was that the state trumped the town. He said they were working on solutions, and wanted to reduce the number of cuts in the road and crossed pipes. The state will not help with the cost because it determined by its formula that the pipes were too old to have any value. He said the contamination was a different issue.

Councilor Pickering commended the work that was being done on Ash Swamp Road. He said obstacles had been removed and the prepping had been done the right way. Councilor Wright asked who would be responsible for cleanup if contamination was found by the gas station. Town Administrator Fournier said the DOT's Oil Board has a fund paid for by the 9/10ths of a cent added to the price of each gallon of gas, and the town has no involvement in paying for cleanup. The fund may be used to pay for costs, but first, fault has to be determined.

Council Chairman Levy returned to the subject of the Route 108 projects on page 27 of the packet. The report said that the state was doing a bike path and drainage work which will require the town to move its water and sewer mains, and the state would only contribute toward the cost if the pipes were determined to have any useful life remaining, which they do not. He asked if this was a priority, and Town Administrator Fournier said the North Main Street area pipes had been a priority for a while, as they were old and some were clogged. He said the extra engineering cost for solving the problem would be \$16,000, and he would have to get the total cost from Bay Road to the Durham line, which he estimated would be somewhat over \$100,000. Council Chairman Levy asked if the bike path was adding to the cost, and Town Administrator Fournier said it was not. He said there were 2 separate projects on North Main Street: the state's bike path/ road widening and drainage project and the town's sewer main project. The bike path was not adding any money to the cost of the sewer/water main project. He added that doing a bike path on South Main Street would be cost prohibitive. Councilor Pike asked if there was any benefit to Newmarket in replacing the pipes when the road was dug up by the state. Town Administrator Fournier said the town would try to do as much as possible when the roads were dug up, but they might have to live with temporary pavement in some areas for a while.

Councilor Carmichael asked about the status of the pedestrian bridge, and Town Administrator Fournier said the subject will be on the September 18th agenda. Council Chairman Levy read from the report on page 21 of the packet that said the town would have to raise an additional \$600,000 for the bridge, and \$720,000 is the budget for the project and federal funds are capped at \$631,000. The cost of the bridge has basically doubled. The Council had discussed cost-saving options, such as not covering or heating the bridge, but the state did not approve those options. Town Administrator Fournier said the Committee was looking at alternatives, but first had to bring them to the federal authorities. Council Chairman Levy said that if the town had to raise an additional \$600,000, he was against the bridge, and Town Administrator Fournier said he realized that, but the Committee was working on alternatives which it would bring to the September meeting.

Council Vice Chairman Bentley, referring to page 38 of the packet, asked for confirmation of the payment for the bike path. Town Administrator Fournier said the \$800,000 would come from the state and federal government, and no money would come from the town, although the town issues the RFQ for the engineering firm. The town had approved a Warrant Article in 2010 for \$809,000, which would be the ceiling on the project. He felt the amount might be too low, as right-of-ways have to be acquired for the project. He said the project would not begin before the money was received. Councilor Pickering asked if Town Hall had any official grant writers. Town Administrator Fournier said that they did not have any official grant writers on staff but he, Town Planner Diane Hardy, Police Chief Cyr, the Interim Finance Director and Department Heads all had experience writing grants. Most towns had found it was not cost effective to have a person on staff who exclusively wrote grants, but having grant-writing experience was a factor in hiring.

TOWN COUNCIL TO CONSIDER REPORTS FROM COUNCIL REP COMMITTEES

Planning Board, Councilor Wright: Rockingham Junction, LLC came before the Board with a plan to rehab the depot on the Newmarket/Newfields line. The plan was continued. The Board accepted an application from Chinburg Builders to build 42 houses on 52 lots at Rockingham Golf Course and keep the course as open space for the development. There had been concerns expressed at the meeting about the access road, its length and intersection with Route 108. Chinburg will be looking for 3 variances for his project, one for the length of the cul de sac, one for its width, and another for wetlands protection. Board members will do a site walk on September 7th at 8:00 a.m. The Board had approved the restaurant at the site of the old Gulf Station and also 9,600 square feet of retail space behind the library. Town Administrator Fournier said an easement had been granted, but it would have to be written to cover the access across the library entrance. The Council would have to authorize him to sign it. He will get a copy of the vote to grant the easement for the Council. Councilor Pike had read in the Planning Board minutes that the Board felt creating more parking on Elm Street would be too expensive for a developer. Town Administrator Fournier said they were looking at all options, and Councilor Pickering thought they could consider allowing parking in front of the library again. The library had said it didn't want angled parking behind the library. Town Administrator Fournier had met with the Library Trustees and they had no problem with the option to narrow the sidewalk. He stressed that parking was a problem that would have to have more than one group for a solution.

Economic Development Committee, Council Chairman Levy: The Committee was to meet at 5:30 on August 22nd, and expected to have the Consultant present the first part of his report.

DISCUSSIONS/PRESENTATIONS

Fiscal Year 2013 End of Year Report & Financial Health of the Town – Matt Angell

Before beginning his Power Point presentation, Mr. Angell said he was pleased with the very good financial condition of the town. The General Fund unreserved fund balance, which is similar to retained earnings for a corporation, had increased by \$1,017,434 to \$2,380,062. That would leave about \$1.2 M for town meeting to expend and stay within Fund Balance Policy. The increase was due to various factors: motor vehicle permit revenue exceeded its budget by \$90,067; building permit revenue came in \$15,936 over budget; ambulance receipts exceeded its budget by \$66,251; sale of property added \$234,310 in unanticipated revenue; closing the Parking Fund to the General Fund added \$187,779; vacancies in Buildings and Grounds, the Police and Fire Departments, since filled, resulted in unused appropriations of \$21,708, \$39,620 and \$22,869, respectively; and the vacancies and use of consultants for Finance Director and Assessor added unused appropriations for health insurance, NH Retirement, FICA/Medicare of \$91,161, \$35,900 and \$20,322, respectively. Mr. Angell divided the town's obligations as of June 30, 2013 into 2 parts, governmental and business-type activities. Governmental activities totaled \$1,948,166 and included: a bond, similar to a mortgage, for acquisition of open space/conservation land of \$1,000,000, representing about half of the original bond; Downtown TIF improvements of \$750,000, representing about half of the original bond of \$1.5M, which is completely funded by a Capital Reserve Fund; and employee termination benefits of \$198,166, representing the total impact if all employees left on June 30th. Business-type activities totaled \$1,346,583, and included: \$711,360 for the Creighton Street pump outfall; \$162,644 for the drinking water SRF loan; \$466,500 for the clean water SRF loan; and \$26,079 for employee termination benefits in sick-time and vacations accruals.

Mr. Angell said he had seen a trend in town to move away from savings by reducing amounts going into Capital Reserve Funds. State statute sets the town's debt limit, which is the highest amount of outstanding bonded debt the town is allowed to have. RSA 33:4 –a & b sets the General Fund debt limit at 3% of base valuation, which in Newmarket was \$20,908,312, and the town had the capacity to assume additional debt of \$19,158,312. RSA 33: 5-a sets the Water Fund's debt limit at 10% of base valuation, which was \$69,694,375, and subtracting the MacIntosh Well development bond authorization from the limit, leaves \$67,191,775 of capacity. According to RSA 33: 5, the Wastewater fund has no debt limit. Mr. Angell said the FY2014 financial risks to the town were in preparing for implementation of the Affordable Health Care Act, the first stage of which is in determining whether the town would be a large business or not, and analyzing and recommending funding for the unfunded employee termination benefits, as there were 9 employees that could retire. The town was trying to implement a new chart of accounts, and once done, they would be able to sort financial information by fund, controlling department, function, object and project/program. He said they needed to work on financial literacy and out-dated terminology. GASB 54, dealing with fund balance reporting and governmental fund type definitions, had been in place for about a year and a half. Mr. Angell said he was gradually going to using the updated terms and definitions to transition everyone to their use. GASB 68, dealing with the unfunded liability of the NH retirement system, will take effect in 2015 and the town will have to record its portion in financial records. Mr. Angell emphasized that any of the figures could change as the audit was to be started the next week.

Council questions and discussion: Councilor Pike asked what the town's share of the unfunded pension would be. Mr. Angell said Newmarket was a sliver of a large pie, and the state would hire an actuary to determine shares. Council Chairman Levy asked if there could be lawsuits about how the percentages are determined as this would affect town budgets. Mr. Angell said GSAB 68 did not necessarily affect the budget, but was for financial presentation only. The funding for the NH retirement system is set based on a percentage of payroll, so the state would be increasing the percentage. He said in New Hampshire it would not affect the General Fund budget, and the figure would remain flat for the next year, but he expected it to increase the following year. Town Administrator Fournier said the difference between the state's retirement fund's assets and liabilities was about \$2.5B in 2008. State, county, school, and municipal employees are included in the fund, so Newmarket's share will be small, but in the future it will add to Newmarket's employee costs.

Councilor Pickering asked if the town had to fund for the total of \$198,166 listed for the employee termination benefits. Mr. Angell said they did not, but he would recommend establishing a Capital Reserve Fund for a portion of the liability, including 100% of the funds for the 9 employees eligible to retire and a percentage of all others. The fund could be used to cover benefits without impacting the General Fund. Councilor Wright asked if Mr. Angell had an idea about the unreserved fund balance for the end of FY2014, as over \$400,000 of the FY2013 increase had come from the sale of property and closing the Parking Fund. Mr. Angell said they were only in the first month of FY2014, and usually for the first half of the year he is more concerned with liabilities than with performance. He was thinking about the funding for the possibility of a new accounting system, which could be between \$100,000 and \$300,000, and the school had paid \$55,000 for a simple system. Town Administrator Fournier said he had been looking at the list of town-owned properties and did not see any that would bring nearly the same amount as the old highway building. He added that they might not want to sell property at this time.

Council Vice Chairman Bentley asked if they had looked into the impact of the Affordable Health Care Act. Town Administrator Fournier and Mr. Angell had looked at the hours of employees, and a lot would be determined by whether the town was considered a large or small business. Implementation of the Act had been delayed, so they had more time to look at everything. Town Administrator Fournier said he had told Department Heads that part-time employees could no longer work 32 hours or more, which also affects retirement contributions.

Councilor Pike asked what the life span of a new accounting system would be, and Mr. Angell said he would expect it to last about 10 years. Mr. Angell said the company had been sold, and the new company was going to migrate towns off the old software, and he thought the town should start saving for a new system. Town Administrator Fournier said the town had a lot of unique billing, such as for utilities, which required different software, and he expected the cost to be somewhere between \$150,000 and \$200,000. However, the enterprise funds would pay for a share of the system. Mr. Angell added that they had several years to save for the system. Council Chairman Levy said he was not suggesting that they sell property, but thought it would be helpful to have a list of properties that would be practical to evaluate. He asked about the savings from vacancies in FY2013, and Mr. Angell explained that the savings from having 2 consultants, rather than direct employees, was in benefits. Council Chairman Levy thought it would make sense to look at consultants for other positions, and Town Administrator Fournier said they were looking into what else could be contracted out.

Councilor Pickering said that there was a public misconception circulating on social media about the 101 properties that the town owns, of which 24 have buildings. He said that some thought the town owned 101 buildings and had been foreclosing on properties, which was not true. Town Administrator Fournier said that roughly 97% of the 101 properties included conservation land, parking lots, the pumping station, Town Hall, the Police Station, the schools, etc. They all were used for operations necessary to the community. He added that there were maybe 2 properties that had been tax deeded to the town, and he didn't believe they were in the time frame to sell them. He would have the list for the Council in September. Councilor Pickering said they had paid peak price for the Wilson property, and he felt it was too early to sell it, but there might be other properties they could consider. Council Vice Chairman Bentley felt that having the list would help quell the rumors. He said there might be properties the town could lease, say for parking. Town Administrator Fournier said there are laws on the process for a town to sell land. The Council would have to pass an Ordinance to use a realtor, or sell land at auction. He said he wanted the Council to have all the information when he presented the list. Councilor Pickering said he noticed that the parking lot on Bay Road that they had voted to close, had not been closed yet, and a trailer was parked there. Town Administrator Fournier said they were trying to determine if area residents had easements and rights to enter the lot, along with PSNH.

Council Chairman Levy referred to the debt limits set by the state, and said that Newmarket seemed pretty clean, even with adding the bonds for the well and the wastewater treatment plant, although there was no limit for wastewater. He had spoken with other towns that had bonded for operation expenses, such as roads, and had regretted it. Mr. Angell said that he did see some risk for the future, as during the last 4 years there had been less going into Capital Reserve Funds than had previously been saved, and some of the balances were not where they needed to be, so the town might be required to bond for certain projects, such as roadwork, or vehicles, such as a fire truck. Town Administrator Fournier said this was way down the road, but they should be putting aside a certain amount each year for roads, but they had not. In addition they should be putting aside sufficient money for fire equipment, buildings and grounds, etc. and keep the funds healthy enough to prevent borrowing for a project. He said his concerns and recommendations would be part of his proposed budget, and the town needed to start saving more at this time. Mr. Angell said, for example, the town would have to purchase a new fire truck in 4 years, and if there was not enough in the Capital Reserve Fund, the town would have to bond for the difference. Town Administrator Fournier said his list of concerns was the whole CIP program. Councilor Pickering said there were CIP cuts that started 3 – 4 years earlier to save on the tax rate. He asked how much deficit there was, and Mr. Angell said he didn't know specifically, but this was his impression of where the CIP funds were. He said there was pressure to have lower taxes and this meant less was being saved. Town Administrator Fournier said they would be looking at the CIP funds, also to see if they could fund some projects, rather than tax money.

Distribution of Revised Personnel Policy

Town Administrator Fournier said the Personnel Policy had not been updated in many years, and after review, it was decided to start again. First, the existing policy had been sent to the Town Attorney and he made recommendations for the policy to be in line with current labor laws. Some main changes were inclusion of the Equal Opportunity Act and Americans with Disabilities Act, and definitions of sexual harassment and retaliation, including adding the Chairman of the Town Council as someone on a higher level that a victim could go to in addition to the Town Administrator. All non-contractual employees are to be considered employees at will, and the classification of temporary part time employee was deleted, making the classification either full time or part time. The definition of exempt and non-exempt employees had been updated. Longevity pay was eliminated for those hired after September 1, 2013, and the section that disallowed a pay deduction if an employee was placed in a lower paying position was removed. Employees would be paid within the scale for the new position. Payroll deductions were updated to comply with state and federal law, and comp time had been eliminated as by law it was overtime. He added that when possible, he tried to arrange flex time to reduce overtime. He said the current policy defined exempt personnel by position, and that had been removed as it should be part of the hiring process.

Town Administrator Fournier said the policy clearly defined when vacation time could not be accrued, such as during family leave, and he recommended an amendment to set time limits on the period of time that unused vacation time had to be used. He wanted to prevent the town having to pay large sums of money for unused vacation time when an employee retires or separates. He said that retirement is based on the 3 highest paid years of employment, and the amount paid for unused vacation would be added to the base. A section was added to allow an employee to use vacation time if sick time is depleted, and another stating that an employee could be terminated if absences go beyond available leave time. Section 4.10 added the new Crime Victims Law., and Section 4.07 updated the Military Leave Law. Workman's Comp had been updated to comply with the law, and the confidentiality section had been updated. The section on town equipment had been moved to the appendices, and the dress code had been updated. The steps in progressive discipline had been eliminated, as, in certain circumstances, they could prevent appropriate action being taken. Health and safety policies were updated, and a seat belt policy had been added. The responsibilities of the Joint Loss Management Committee were updated. Smoking was banned in town vehicles, and the use of hand held cell phones while driving was strongly discouraged. The town declared the right to search desks, etc. that are town property and the section outlined the process. Use of personal cell phones at work were to be used only when necessary. He said that most of the updates to the policy were made so that it complied with current laws. The changes concerning comp time, reclassification and longevity pay were updates to reflect current procedures. He recommended that the Council first adopt the policy, and then go about making further changes.

Council questions and discussion: Council Vice Chairman Bentley felt the policy was a good start. He asked if the town had a Joint Loss Management Committee. Town Administrator Fournier said they did, and they met quarterly to go over safety issues and review any workman's comp claims. He, in turn, reviews the Committee's findings and determine a course of action. The State Department of Labor does audit the town e very once in a while, and if minutes and findings are not available, the town can face significant fines. Council Vice Chairman Bentley said he sees town employees using cell phones while driving town vehicles, and asked the Town Administrator to speak to the Department Heads as this was a safety issue. Town Administrator Fournier said other towns were also looking at amendments to ban texting and the use of hand-held cell phones while driving. Council Chairman Levy suggested implementing a 90 day trial period for new employees before benefits were available. The policy states that sick leave accrues at the rate of one day per month, and accrual begins on the first day of employment.

Town Administrator Fournier will have an Ordinance to accept the policy prepared for the next (business) meeting for a first reading. There will be a Public Hearing and second reading at the following business meeting, when the Council may act. Employees could address their concerns to the Town Administrator or Council Chair. Once the policy is approved, it will be distributed to employees who will be asked to sign it within 14 days. Council Chairman Levy suggested that the Ordinance include a schedule for updating the policy more frequently. Town Administrator Fournier said that the town receives notification when laws change, but hadn't updated the policy. He felt the Town Attorney should be asked to review it annually.

CLOSING COMMENTS BY TOWN COUNCILORS

Council Vice Chairman Bentley had been asked what the town pays for fireworks and why it felt it had to go ahead with them. Town Administrator Fournier said the town pays about \$2,500 and if the fireworks were cancelled, would lose its deposit. Councilor Pickering had received a phone call, as had others, about how the town hands out money to various entities, such as Lamprey Healthcare, and if there was an application process. Town Administrator Fournier said this would be discussed as part of the budget process, and he agreed there should be a policy. He said he wanted to ensure that organizations receiving funds had non-profit status, were doing business in town and providing services to residents. He said generally they did not give funds to charities unless they were appropriated. Councilor Carmichael said he remembered this being discussed the previous year and that some organizations were eliminated.

Council Chairman Levy asked when they would be discussing changing the schedule to 2 business meetings a month. Town Administrator Fournier said that would be on the next agenda, along with the Recreation Revolving Fund and the other Resolutions that had their first reading at the last business meeting. He said if the monthly workshops were eliminated, the time spent on department reports would be shortened, and if there was a particularly controversial Ordinance or Resolution, there would be fewer items on an agenda or a special meeting could be held.

Next Meeting, September 4, 2013

Council Vice Chairman Bentley moved to adjourn, and Councilor Pike seconded. The motion carried unanimously, 6 – 0, and the meeting adjourned at 8:45 p.m.

Respectfully submitted,

Ellen Adlington, Recording Secretary



**Town of Newmarket, New Hampshire
Town Council Business Meeting
September 4, 2013 7:00 p.m.
Council Chambers**

5. Report of the Town Administrator

STEPHEN R. FOURNIER
TOWN ADMINISTRATOR

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FOUNDED DECEMBER 15, 1727
CHARTERED JANUARY 1, 1991

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

REPORT OF THE TOWN ADMINISTRATOR
September 4, 2013

RFP for Revaluation: In 2014, we must complete a revaluation of the property in Town. In accordance with the State Constitution, we must do this every five years. We are working with MRI to issue Request for Proposals for a statistical revaluation of the community. We already began budgeting for this last year by placing \$40,000 in a capital reserve fund. It is estimated to cost between \$75,000 and \$125,000 for the project.

Surplus Town Property: The Town Council requested that I look into any Town property to determine if there are any that we could sell as surplus.

Currently, the Town has 101 parcels of land in Town, of that 72 parcels are Town buildings (Town Hall, Police Station), Conservation or Recreation land, or right of ways. The remaining 29 parcels are what I would consider “surplus property” or property that has no use to the Town.

Of these, two have buildings on them, the Wilson Farm and a condominium taken for taxes at 4J Bass St. The remaining lots have no buildings on them. There are 21 small lots located in the area of Lita Lane that were taken for taxes in the 1990s. In addition, six lots were taken recently by deed from the Shearwater Development Corporation.

My recommendation would be to determine which lots we would definitely want to sell, hire a realtor and put them on the market. I was already planning to do this separately for the condominium.

Please let me know if you have any questions.

Social Service Grant Funding: There has been some discussion lately with the Budget Committee on the various Social Service grants the Town awards in a given fiscal year. They are concerned that some of the agencies are not true non-profits and we should review the contributions. I agree and I am implementing guidelines and a questionnaire that they will have to fill out to be considered in the Town Administrator’s proposed budget. I am attaching those guidelines to this report.

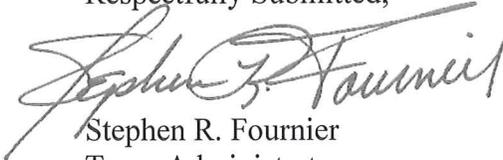
The Town is not allowed to make general charitable donations to non-profit organizations. *Opinion of the Justices*, 88 N.H. 484 (1937) requires a 'quid pro quo' in that Town funds cannot be granted to a private organization unless that private organization takes on some obligation to benefit the Town; and, further, that the Town has some ability to enforce and obtain that benefit for the public. The services provided by certain agencies may fill gaps in critical services that the Town of Newmarket would be obligated to provide through welfare or other general assistance laws if these agencies did not provide such relief.

We will be going through this exercise to make sure that the contributions we make are filling a gap.

Signage for Waterfront: There was a question at the last Town Council meeting on whether or not the proposed waterfront sign complies with the Town sign regulation. While the Town is exempt from the ordinance, the sign does comply with the sign regulations in Town.

Alternative Energy Sources: The Newmarket School District is exploring alternative energy sources for its buildings, and they have talked with Town. One item that was proposed is Compressed Natural Gas (CNG.) Compressed Natural Gas is made by taking natural gas and compressing it to 1% of its volume in the regular atmosphere. It is a replacement for propane, natural gas and gasoline in vehicles. Many municipalities have switched to CNG for their busses and other vehicles since it is more cost effective and cleaner. The school has invited the Town Council and Budget Committee to a presentation on CNG for September 30 at 7PM. For informational purposes, I am including an article from the Portland Press Herald on how it is being used in Maine to assist businesses in cutting their energy costs.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Stephen R. Fournier". The signature is fluid and cursive, with a large initial "S" and "F".

Stephen R. Fournier
Town Administrator

STEPHEN R. FOURNIER
TOWN ADMINISTRATOR

sfournier@newmarketnh.gov
www.newmarketnh.gov



TOWN HALL
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FOUNDED DECEMBER 15, 1727
CHARTERED JANUARY 1, 1991

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

INTEROFFICE MEMORANDUM

TO: TOWN COUNCIL
FROM: STEVE FOURNIER, TOWN ADMINISTRATOR 
SUBJECT: SURPLUS TOWN PROPERTY
DATE: 8/23/2013
CC: DEPARTMENT HEADS

The Town Council requested that I look into any Town property to determine if there are any that we could sell as surplus.

Currently, the Town has 101 parcels of land in Town, of that 72 parcels are Town buildings (Town Hall, Police Station), Conservation or Recreation land, or right of ways. The remaining 29 parcels are what I would consider "surplus property" or property that has no use to the Town.

Of these, two have buildings on them, the Wilson Farm and a condominium taken for taxes at 4J Bass St. The remaining lots have no buildings on them. There are 21 small lots located in the area of Lita Lane that were taken for taxes in the 1990s. In addition, six lots were taken recently by deeding from the Shearwater Development Corporation.

My recommendation would be to determine which lots we would definitely want to sell, hire a realtor and put them on the market. I was already planning to do this separately for the condominium.

Please let me know if you have any questions.

Owner	Location	Map	Block	Lot	Unit	Land Value	Building Value	Total	Use
TOWN OF NEWMARKET	471 WADLEIGH FALLS RD	R6	38			\$ 320,100	\$ -	\$ 320,100	Conservation
TOWN OF NEWMARKET	4 RAILROAD ST	U4	23			\$ 56,700	\$ -	\$ 56,700	Parking
TOWN OF NEWMARKET	479 R WADLEIGH FALLS RD	R6	40			\$ 1,348	\$ -	\$ 1,348	Tuttle Conservation
TOWN OF NEWMARKET	31 BAY RD	U2	316			\$ 60,800	\$ -	\$ 60,800	Parking
TOWN OF NEWMARKET	4 YOUNGS LN	U3	48			\$ 239,100	\$ 1,207,400	\$ 1,446,500	Water and Sewer
TOWN OF NEWMARKET	6 YOUNGS LN	U3	49			\$ 189,900	\$ -	\$ 189,900	Water and Sewer
TOWN OF NEWMARKET	2 RAILROAD ST	U4	24			\$ 5,600	\$ -	\$ 5,600	Parking
TOWN OF NEWMARKET	18 LITA LN	R3	30	9		\$ 2,800	\$ -	\$ 2,800	Tax Deeded
TOWN OF NEWMARKET	3 BRANDON DR	R3	30	10		\$ 5,800	\$ -	\$ 5,800	Tax Deeded
TOWN OF NEWMARKET	19 LITA LN	R3	30	19		\$ 43,300	\$ -	\$ 43,300	Tax Deeded
TOWN OF NEWMARKET	21 LITA LN	R3	30	20		\$ 12,100	\$ -	\$ 12,100	Tax Deeded
TOWN OF NEWMARKET	23 LITA LN	R3	30	21		\$ 12,100	\$ -	\$ 12,100	Tax Deeded
TOWN OF NEWMARKET	25 LITA LN	R3	30	22		\$ 12,100	\$ -	\$ 12,100	Tax Deeded
TOWN OF NEWMARKET	27 LITA LN	R3	30	23		\$ 12,100	\$ -	\$ 12,100	Tax Deeded
TOWN OF NEWMARKET	29 LITA LN	R3	30	24		\$ 12,200	\$ -	\$ 12,200	Tax Deeded
TOWN OF NEWMARKET	31 LITA LN	R3	30	25		\$ 12,000	\$ -	\$ 12,000	Tax Deeded
TOWN OF NEWMARKET	2 PEMBROKE DR	R3	30	26		\$ 12,300	\$ -	\$ 12,300	Tax Deeded
TOWN OF NEWMARKET	4 PEMBROKE DR	R3	30	27		\$ 12,300	\$ -	\$ 12,300	Tax Deeded
TOWN OF NEWMARKET	6 PEMBROKE DR	R3	30	28		\$ 12,900	\$ -	\$ 12,900	Tax Deeded
TOWN OF NEWMARKET	32 LITA LN	R3	30	29		\$ 13,800	\$ -	\$ 13,800	Tax Deeded
TOWN OF NEWMARKET	30 LITA LN	R3	30	30		\$ 12,200	\$ -	\$ 12,200	Tax Deeded
TOWN OF NEWMARKET	28 LITA LN	R3	30	31		\$ 12,200	\$ -	\$ 12,200	Tax Deeded
TOWN OF NEWMARKET	26 LITA LN	R3	30	32		\$ 12,100	\$ -	\$ 12,100	Tax Deeded
TOWN OF NEWMARKET	24 LITA LN	R3	30	33		\$ 12,100	\$ -	\$ 12,100	Tax Deeded
TOWN OF NEWMARKET	22 LITA LN	R3	30	34		\$ 12,100	\$ -	\$ 12,100	Tax Deeded
TOWN OF NEWMARKET	20 LITA LN	R3	30	35		\$ 50,900	\$ -	\$ 50,900	Tax Deeded
TOWN OF NEWMARKET	2 BRANDON DR	R3	30	36		\$ 42,900	\$ -	\$ 42,900	Tax Deeded
TOWN OF NEWMARKET	290 GRANT RD	R6	21	1		\$ 7,200	\$ -	\$ 7,200	Conservation
TOWN OF NEWMARKET	280 GRANT RD	R6	21			\$ 339,500	\$ -	\$ 339,500	Conservation
TOWN OF NEWMARKET	1 PRESCOTT ST	U3	209			\$ 104,700	\$ -	\$ 104,700	Lot Near Legion
TOWN OF NEWMARKET	191 MAIN ST	U4	25			\$ 5,800	\$ -	\$ 5,800	Parking
TOWN OF NEWMARKET	50 EXETER RD	U4	15			\$ 97,200	\$ -	\$ 97,200	Property Next To Rail Road
TOWN OF NEWMARKET	7 PACKERS FALLS RD	U1	1	1 P		\$ 43,700	\$ -	\$ 43,700	Park
TOWN OF NEWMARKET	2 CAROLYN DR	U1	97			\$ 20,700	\$ -	\$ 20,700	Park
TOWN OF NEWMARKET	70 EXETER RD	U4	5			\$ 358,000	\$ 1,149,500	\$ 1,507,500	Police
TOWN OF NEWMARKET	481 WADLEIGH FALLS RD	R6	39			\$ 6,000	\$ -	\$ 6,000	Conservation
TOWN OF NEWMARKET	210 NEW RD	R3	54			\$ 120,184	\$ 44,700	\$ 164,884	Wilson Farm
TOWN OF NEWMARKET	6 SIMONS LN	U2	281			\$ 19,200	\$ -	\$ 19,200	Marsh
TOWN OF NEWMARKET	41 NEWFIELD LINE	R4	41 A			\$ 4,200	\$ -	\$ 4,200	Land Locked
TOWN OF NEWMARKET	24 RIVERBEND RD	U1	1	46		\$ 37,200	\$ -	\$ 37,200	Park
TOWN OF NEWMARKET	7 PACKERS FALLS RD	U1	2	D		\$ -	\$ -	\$ -	Open Space
TOWN OF NEWMARKET	4 PACKERS FALLS RD	U1	1	4 P		\$ 6,600	\$ -	\$ 6,600	Open Space
TOWN OF NEWMARKET	4J BASS ST	U2	230	4 J		\$ -	\$ 171,600	\$ 171,600	Condominium
TOWN OF NEWMARKET	0 MASTIN DR	U1	88			\$ 6,900	\$ -	\$ 6,900	Open Space
TOWN OF NEWMARKET	29 FORBES RD	R3	58	11		\$ 51,500	\$ -	\$ 51,500	Former Shearwater
TOWN OF NEWMARKET	33 FORBES RD	R3	58	12		\$ 72,400	\$ -	\$ 72,400	Former Shearwater
TOWN OF NEWMARKET	25 FORBES RD	R3	58	10		\$ 45,400	\$ -	\$ 45,400	Former Shearwater
TOWN OF NEWMARKET	21 FORBES RD	R3	58	9		\$ 47,900	\$ -	\$ 47,900	Former Shearwater
TOWN OF NEWMARKET	17 FORBES RD	R3	58	8		\$ 32,000	\$ -	\$ 32,000	Former Shearwater
TOWN OF NEWMARKET	13 FORBES RD	R3	58	7		\$ 69,600	\$ -	\$ 69,600	Former Shearwater
TOWN OF NEWMARKET	22 BAY RD	R2	87			\$ 55,800	\$ -	\$ 55,800	ODD SHAPE NEAR LAMPREY PK
TOWN OF NEWMARKET	1 PEMBROKE DR	R3	30	47		\$ 25,000	\$ -	\$ 25,000	Conservation
TOWN OF NEWMARKET	357 WADLEIGH FALLS RD	R5	9	1		\$ 155,700	\$ -	\$ 155,700	Well
TOWN OF NEWMARKET	345 ASH SWAMP RD	R6	36			\$ 346,800	\$ -	\$ 346,800	Dump
TOWN OF NEWMARKET	50 B LEE LINE	R6	50 B			\$ 26,600	\$ -	\$ 26,600	Land Locked
TOWN OF NEWMARKET	0 FOLLETT'S BROOK	U1	16			\$ 83,200	\$ -	\$ 83,200	Conservation
TOWN OF NEWMARKET	56 PACKERS FALLS RD	U1	45			\$ 156,400	\$ 5,300	\$ 161,700	Water Plant
TOWN OF NEWMARKET	54 PACKERS FALLS RD	U1	46			\$ 163,000	\$ 824,800	\$ 987,800	Water Plant
TOWN OF NEWMARKET	121 MAIN ST	U2	60 C			\$ -	\$ 9,000	\$ 9,000	Bandstand
TOWN OF NEWMARKET	3 GRANITE ST	U2	4			\$ 77,600	\$ 217,600	\$ 295,200	Historical Society
TOWN OF NEWMARKET	2 SOUTH ST	U2	20			\$ 63,800	\$ -	\$ 63,800	Zion Hill Parking
TOWN OF NEWMARKET	2 GRANITE ST	U2	20 A			\$ -	\$ -	\$ -	Paper Road
TOWN OF NEWMARKET	62 MAIN ST	U2	59			\$ 218,200	\$ 598,300	\$ 816,500	Library
TOWN OF NEWMARKET	47 R ELM ST	U2	84			\$ 141,600	\$ 4,500	\$ 146,100	Little League
TOWN OF NEWMARKET	10 BEECH ST EXT	U2	106 B			\$ 134,500	\$ -	\$ 134,500	Marsh
TOWN OF NEWMARKET	4 CEDAR ST	U2	114			\$ 80,600	\$ -	\$ 80,600	Old Skating Rink
TOWN OF NEWMARKET	12 CEDAR ST	U2	115			\$ 79,200	\$ 1,500	\$ 80,700	Pump Station
TOWN OF NEWMARKET	32 PISCASSIC ST	U2	124			\$ 99,600	\$ -	\$ 99,600	Sliding Rock Park
TOWN OF NEWMARKET	19 SALMON ST	U2	150			\$ 132,300	\$ 1,400	\$ 133,700	Sewer Lift
TOWN OF NEWMARKET	11 NICHOLS AVE	U2	221			\$ 139,700	\$ 3,600	\$ 143,300	Ballfield
TOWN OF NEWMARKET	10 S BAY RD	U2	355			\$ 128,600	\$ 1,400	\$ 130,000	Sewer Lift
TOWN OF NEWMARKET	0 BAY RD	U2	363			\$ 400	\$ -	\$ 400	Cannon
TOWN OF NEWMARKET	131 MAIN ST	U3	1			\$ 103,800	\$ -	\$ 103,800	Arbour Park
TOWN OF NEWMARKET	12 WATER ST	U3	5			\$ 214,500	\$ -	\$ 214,500	Shanda Park
TOWN OF NEWMARKET	10 WATER ST	U3	6			\$ 152,100	\$ -	\$ 152,100	Shanda Park
TOWN OF NEWMARKET	8 WATER ST	U3	7			\$ 156,400	\$ -	\$ 156,400	Shanda Park
TOWN OF NEWMARKET	CREIGHTON END OF	U3	13			\$ 310,600	\$ 7,800	\$ 318,400	Shanda Park
TOWN OF NEWMARKET	5 YOUNGS LN	U3	47			\$ 934,200	\$ 1,289,400	\$ 2,223,600	Waste Water
TOWN OF NEWMARKET	12 R YOUNGS LN	U3	50			\$ 386,200	\$ -	\$ 386,200	Fire Department
TOWN OF NEWMARKET	0 NEW RD	U3	122			\$ 100	\$ -	\$ 100	Drainage

<u>Owner</u>	<u>Location</u>	<u>Map</u>	<u>Block</u>	<u>Lot</u>	<u>Unit</u>	<u>Land Value</u>	<u>Building Value</u>	<u>Total</u>	<u>Use</u>
TOWN OF NEWMARKET	174 MAIN ST	U3	175 B			\$ 6,200	\$ -	\$ 6,200	Veterans Memorial
TOWN OF NEWMARKET	172 MAIN ST	U3	175			\$ 108,700	\$ 56,900	\$ 165,600	Fire House
TOWN OF NEWMARKET	12E MAPLECREST	U4	93			\$ 6,700	\$ -	\$ 6,700	Paper Street
TOWN OF NEWMARKET	0 GREAT HILL(WATER TANK)	U5	57 T			\$ 83,000	\$ 643,500	\$ 726,500	Water Tank
TOWN OF NEWMARKET	122 RAILROAD RW	U2	122			\$ 1,200	\$ -	\$ 1,200	Land Locked
TOWN OF NEWMARKET	19 BEECH ST EXT	U3	146			\$ 63,700	\$ -	\$ 63,700	Parking
TOWN OF NEWMARKET	14 HERON POINT DR	R2	119			\$ 677,400	\$ -	\$ 677,400	Conservation
TOWN OF NEWMARKET	12 CAROLYN DR	U1	96			\$ 31,900	\$ -	\$ 31,900	Open Space
TOWN OF NEWMARKET	64 MAIN ST	U2	60 B			\$ 112,400	\$ -	\$ 112,400	Parking
TOWN OF NEWMARKET	100 GREAT HILL TERRACE	U4	8	A		\$ 124,700	\$ 911,300	\$ 1,036,000	Rec Center
TOWN OF NEWMARKET	29 BEECH ST EXT	U3	149		1	\$ 113,700	\$ 30,000	\$ 143,700	Parking
TOWN OF NEWMARKET	0 BRYANT ROCK BRIDGE	U2	357	BRIDGE		\$ -	\$ -	\$ -	Bridge
TOWN OF NEWMARKET	270 WADLEIGH FALLS RD	R5	91		2	\$ 20,542	\$ -	\$ 20,542	Conservation
TOWN OF NEWMARKET	0 BRYANT ROCK DAM	U2	357	DAM		\$ 5,800	\$ -	\$ 5,800	Dam
TOWN OF NEWMARKET	57 PACKERS FALLS RD	U1	15			\$ 1,280	\$ -	\$ 1,280	Conservation
TOWN OF NEWMARKET	269 WADLEIGH FALLS RD	R5	4		3	\$ 54,600	\$ -	\$ 54,600	Pump Station
TOWN OF NEWMARKET	67 R PACKERS FALLS RD	U1	20			\$ 92,800	\$ -	\$ 92,800	Recreation - Rousseau
TOWN OF NEWMARKET	34 R HERSEY LN	U5	104 E			\$ -	\$ 125,000	\$ 125,000	Pump Station
TOWN OF NEWMARKET	356 WADLEIGH FALLS RD	R5	78 E		1	\$ 14,500	\$ 76,500	\$ 91,000	Conservation
TOWN OF NEWMARKET	WADLEIGH FALLS RD	R6	52		1	\$ 142,400	\$ -	\$ 142,400	Former DPW
TOWN OF NEWMARKET 75%	186 MAIN ST	U3	150		1	\$ 121,300	\$ 1,421,800	\$ 1,543,100	Town Hall

STEPHEN R. FOURNIER
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FOUNDED DECEMBER 15, 1727
CHARTERED JANUARY 1, 1991

TOWN OF NEWMARKET, NEW HAMPSHIRE
OFFICE of the TOWN ADMINISTRATOR

Guidelines for Municipal Appropriations to Social Service Agencies

Purpose

Given the impact of state and federal funding reductions and relationship of current economic conditions to the community's ability to continue or increase its level of personal charitable giving, the Town has seen an increase in the number of requests and dollars requested by social service agencies which provide a variety of services to Newmarket and other residents in the region. As this activity has picked up, so has the need for a clear, well-defined policy to guide the budget allocation of the Town's limited resources.

General Concept

As an underlying principle, the Town of Newmarket is prohibited from appropriating funds to make general charitable donations to deserving non-profit organizations. *Opinion of the Justices*, 88 N.H. 484 (1937) requires a 'quid pro quo' in that Town funds cannot be granted to a private organization unless that private organization takes on some obligation to benefit the Town; and, further, that the Town has some ability to enforce and obtain that benefit for the public. The decision regarding if and to whom Newmarket residents want to make charitable donations should be a private decision and not built into their tax rate. That said, the services provided by certain agencies may fill gaps in critical services that the Town of Newmarket would be obligated to provide through welfare or other general assistance laws if these agencies did not provide such relief.

Policy Statement

Municipal appropriations to social service agencies will be awarded because there has been a clear demonstration that the agency provides a critical service to Newmarket residents that the Town would otherwise need to cover through providing these services itself, or as a municipal welfare function. As a broad guideline, the municipal welfare function will be defined as providing the necessities of life that an individual, for whatever reason, is unable to pay for.

To demonstrate their eligibility for a municipal appropriation from the Town of Newmarket, requesting agencies will be required as a critical component of the application form: to address in a 1-2 page narrative that they meet all of the following 5 criteria –

1. The agency serves a core group of Newmarket residents;

2. The agency provides a service that the Town of Newmarket would otherwise be obligated to provide either directly as a Town service or would need to pay for through its municipal welfare function;
3. The services provided by the agency directly or indirectly reduce Town expenditures;
4. The agency must clearly demonstrate a financial need; and
5. The services provided by the agency demonstrably enhance the quality of life in the Newmarket community.

Proposed Municipal Funding Application Process

- Those agencies who are currently receiving municipal appropriations and any other agencies requesting information on securing a municipal appropriation will receive the current application form no later than early September. A copy of this form is attached.
- A completed funding application form must be submitted by the agency no later than the deadline as determined by the Town Administrator. Agencies submitting late or incomplete funding applications will not be considered as part of the Municipal Funding Application Process (regardless of when their request to be considered and/or an application form was received).
- Regardless of previous history of funding or non-funding, an application will be required of all agencies seeking funding in a particular budget year, and each application will be reviewed carefully each year.
- The Town Administrator will make an initial determination as to whether the agency satisfies the criteria necessary to be eligible for a municipal appropriation. If yes, Town Administrator will include the agency's funding request into the proposed municipal budget. If no, the request will not be factored into the proposed municipal budget presented to the Town Council by October 15. However, the text accompanying the proposed budget will highlight the reasons these requests do not appear in the proposed budget.
- All social service agency funding applications in their entirety will be presented to the Town Council as supplementary information. Agencies will be discouraged from sharing information not specifically requested in the application form such as glossy brochures, informational pamphlets, etc.; if received, these items will not be made part of the supplementary budget information provided to the Town Council.
- Representatives from all of the social service agencies requesting funding should be prepared to attend the appropriate meetings where the contributions will be discussed.
- After the Town Administrator presents his/her budget to the Town Council, the Council may determine an agency's request will be included in the Town Council's proposed budget to go to the Municipal Budget Committee.
- If the Town Council determines that a requesting agency does not meet the required criteria and denies its funding request, the agency has the option of pursuing a municipal appropriation through securing signatures of 25 registered Newmarket voters for a petitioned warrant article on the Town Meeting warrant.

Portland Press Herald

THURSDAY, AUGUST 29, 2013

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January 10

Maine companies tapping into virtual pipeline – tanker trucks

By Tux Turkel tturkel@mainetoday.com
Staff Writer

With cheaper energy critical to its survival, the recently reopened Great Northern Paper mill in East Millinocket will begin burning natural gas in April – not from a hoped-for pipeline along the Penobscot River valley, but from a fleet of special tanker trucks.

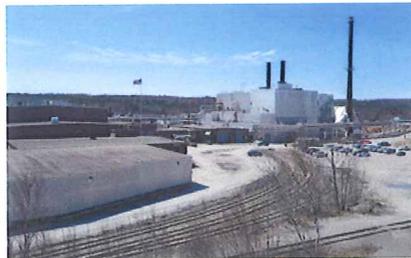
The trucks, operated by Boston-based Xpress Natural Gas, will fill up at a compressor station being built inside a former lumber mill in the Washington County town of Baileyville. The station is alongside the Maritimes & Northeast Pipeline, which moves natural gas between Nova Scotia and Massachusetts.

The \$20 million investment by Xpress Natural Gas could represent a game-changing development for Maine's large energy users, especially papermakers, which operate in a very competitive market and are desperate to cut costs.

New technologies and the discovery of vast gas fields in the Northeast have driven down natural gas prices, making gas at least 30 percent cheaper than heating oil. That savings translates into millions of dollars a year for big manufacturers, which is why companies such as Great Northern Paper are scrambling to convert to gas.

At Great Northern, the \$1.5 million conversion will lower steam costs enough to run a second paper machine as much as needed to fill new orders for newsprint and book stock. The company continues to hope that a pipeline will be built to Millinocket, but it can't wait for that to happen.

"It's about costs, but it's also about increasing capacity and being able to compete in the market by producing more paper," said Scott



File photo: The Katahdin Paper Mill in East Millinocket. [click image to enlarge](#)

Gordon Chibroski



Tanker trailers filled with liquefied natural gas feed the Madison Paper Industries mill last fall. LNG is replacing 8 million gallons of oil a year at the mill, and saving the company millions of dollars. [click image to enlarge](#)

Photo Courtesy of Xpress Natural Gas

[Select image available for purchase in the Maine Today Photo Store](#)

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Richardson's BOAT YARD

Tranchemontagne, a spokesman for Cate Street Capital, which owns the mill. "That's an important thing for us right now."

The Great Northern mills in East Millinocket and Millinocket have been the economic anchors of northern Penobscot County. Both were sold in escrow in 2011. Today, the East Millinocket mill has 257 workers. Increasing production is crucial to stability and growth, but doing it with oil is "cost prohibitive," Tranchemontagne said.

Four of Maine's 11 paper mills are on gas pipelines. But new lines are very expensive to build, and it's uncertain when they will reach far-flung rural areas.

The Legislature is expected this session to consider how Maine can participate in plans to boost the capacity of pipelines in southern New England, with a goal of lowering winter gas prices here. But that's a longer-term ambition.

In the interim, some big energy users are signing up for a virtual pipeline of tanker trucks that promises reliable, round-the-clock service within months – not years.

Replacing oil with natural gas is a priority for all paper mills not on a gas pipeline, said John Williams, president of the Maine Pulp & Paper Association.

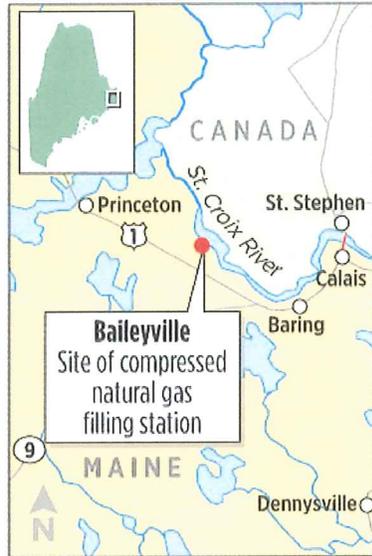
Buying wood fiber and paying workers, who earn an average of \$61,000 a year, are the top two expenses in papermaking. Energy is third, and with slim profit margins, saving 30 percent on energy can make or break a mill, Williams said.

"Converting to gas is probably the biggest thing happening with the Maine paper industry right now," he said. "It's the biggest thing we can do something about." For example:

n The Madison Paper Industries mill is receiving six tanker trucks a day of liquefied natural gas from the LNG terminal in Boston Harbor. LNG has displaced 8 million gallons of oil, and saved an estimated \$5 million.

n Every 36 hours, Xpress Natural Gas trucks filled with LNG make a 300-mile trip from Boston Harbor to Lincoln Paper & Tissue. LNG is due to offset 2 million gallons of oil this year, and the \$2 million investment to convert the mill will pay for itself in less than a year.

n This winter, Xpress Natural Gas will begin hauling compressed natural gas from Baileyville to The Aroostook Medical Center



STAFF GRAPHIC | MICHAEL FISHER

CNG, LNG, propane: What's the difference?

Compressed natural gas, or CNG, is made by reducing the volume of natural gas to less than 1 percent of what it occupies at standard atmospheric pressure. CNG can be used as a substitute for gasoline to power vehicles; the city buses in Portland are an example.

Liquefied natural gas is a similar but different way to store natural gas. CNG is gas stored at air temperature, but at high pressure. LNG is gas stored at a very low temperature, which changes it into a liquid.

CNG tends to be less expensive to make and store than LNG, which needs expensive cooling equipment and cryogenic tanks. Both CNG and LNG can be used as heating fuels.

Propane is a byproduct of natural gas and petroleum refining. The fuel is more expensive than natural gas, but it can be stored in a liquid state under moderate pressure in low-cost steel tanks, making it useful for cooking and heating.

Propane has been delivered by truck for decades. Now that practice is growing for CNG and LNG.

In the Northeast, the abundance of natural gas found in shale deposits in New York and Pennsylvania has lowered wholesale prices. That has made it economical to truck both compressed natural gas and liquefied natural gas to rural areas not served by pipelines.

The construction of a CNG compressor station in the Washington County town of

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in Presque Isle. Heating with CNG, as it's known, will save the hospital up to \$500,000 a year.

Xpress Natural Gas is negotiating with both Madison Paper and Lincoln Paper about switching from LNG to CNG when Baileyville opens. Compressed gas is less costly to handle than LNG, and Baileyville is closer than Boston to the mills, cutting transportation costs.

Baileyville, next to the Maritimes & Northeast Pipeline, is expected to make the fuel more available this year to businesses looking for alternatives to heating oil.

Both mills say they are considering their options. They're weighing the savings of CNG by truck versus the potential of a pipeline that might offer lower costs.

"For us, we're still evaluating and gathering data," said Keith Van Scotter, CEO at Lincoln Paper. "A pipeline may make sense in the long haul, but the guys at Xpress Natural Gas are clever. They recognize a need and they're filling it."

Xpress Natural Gas has signed contracts for CNG with a half-dozen other large energy users in Maine, said Matt Smith, the company's executive vice president for sales and marketing. Names are being withheld for now, but they include a potato processor and a textile plant, he said, and discussions are under way with one or more colleges.

The company is considering setting up a second station in central Maine later this year, perhaps in the Augusta area.

"In many applications, our service is less expensive than a pipeline," Smith said. "That's very important. A pipeline is a terrific way to get gas, but we can be a more affordable option."

The principals in Xpress Natural Gas include part of the investment team that launched the massive Backyard Farms greenhouse tomato operation in Madison, which is heated with LNG. The company has purchased 20 of the special gas tankers, which are certified to safely contain their cargo in a 60-mph rollover.

Xpress Natural Gas is building the Baileyville compressor station inside the former Louisiana-Pacific strandboard mill, so tankers can be filled regardless of weather conditions. Each tanker can hold the equivalent of 4,000 gallons of oil.

The company put the station in Baileyville in order to tap a connecting gas pipeline built for the Woodland Pulp mill. That mill formerly burned more than 10 million gallons of oil a year. Its \$12 million conversion to gas had a payback of one year.

The business model being pursued by Xpress Natural Gas mirrors a similar operation starting in Vermont. NG Advantage LLC is building a compressor station in Milton, Vt. It's first two customers are Pike Industries Inc. and Putney Paper Co.

Staff Writer Tux Turkel can be contacted at 791-6462 or at: tturkel@pressherald.com

Were you interviewed for this story? If so, please fill out our [accuracy form](#)

[Send question/comment to the editors](#)

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**Town of Newmarket, New Hampshire
Town Council Business Meeting
September 4, 2013 7:00 p.m.
Council Chambers**

6. Old Business

a. Ordinances and Resolutions in the 2nd Reading—*Item(s) Council may act upon
this evening*

- i. Resolution #2013/2014-12 Withdrawal of an Amount Not to Exceed \$8,000 From the Building Improvements Capital Reserve Fund for the Purpose of Replacing Carpeting
- ii. Resolution #2013/2014-13 Awarding #2 Heating Oil, Liquid Propane, Regular Gasoline, and Clear Diesel Contracts
- iii. Resolution #2013/2014-14 Agreement with Wright-Pierce for Engineering Services for the Upgrade of the Waste Water Treatment Facility

TOWN OF NEWMARKET, NEW HAMPSHIRE
By the Newmarket Town Council
Resolution #2013/2014-12

Authorizing the Withdrawal of an Amount Not to Exceed \$8,000 from the Building Improvements Capital Reserve Fund for the Purpose of Replacing Carpeting

WHEREAS, the Town Council Chambers, Stairwells and the Town Offices Floor carpeting is in need of replacement; and

WHEREAS, the Director of Public Works secured three proposals; and

WHEREAS, the withdrawal of said funds from the Building Improvements Capital Reserve Fund requires an affirmative vote of the Town Council.

NOW THEREFORE LET IT BE RESOLVED by the Newmarket Town Council that it hereby authorizes the withdrawal of an amount not to exceed \$8,000 from the Building Improvements Capital Reserve Fund for the purpose of replacing carpeting in Town Council Chambers, the Town Hall stairwells and the Town Offices hallway.

First Reading: August 7, 2013
Second Reading: September 4, 2013
Approval: September 4, 2013

Approved: _____
Gary Levy, Chairman Newmarket Town Council

A True Copy Attest: _____
Donna Dugal, Town Clerk

Rideau's Flooring

44 Exeter Rd, basement fl.
Newmarket, NH 03857

Tel: (603) 659-4493 Fax: (603) 659-6693 call for shop hrs.

If mailing payment / P.O. BOX 400 Newmarket NH 03857

INVOICE

No. 262

Name: Town of Newmarket
Town Hall bld.

Today's Date 6/19/13	Date job will start	Carpet tile /Carpet x	Notes: REF # PO.# 262 Coming In on Occupied___ Unoccupied___
Bill to: Town of Newmarket		Linoleum date:	
Street:		Tile / VCT	
City, State, Zip: Newmarket NH. 03857		Laminate date:	
Home or John 817-0939		Wood date:	
Job location: Town Hall Att: John fax to 659-4807 on 6/19/13			

Quantity	Description	Price	Amount
	Supply & install 212 yds. of Mohawk carpet squares Style Voltage tile color: T B D - in 2 landings ,Hall on 2 nd floor. plus 2 room's On 2 nd floor including rip up plus deposal of exciting carpet @ \$ 28.50 per. yd.		6,042. 00
	Supply & install 350 Ft. of 4" cove base color: T B D @ \$1.40		490. 00
	Supply & install 14 yds. of entry matt in 2 entrys @ \$ 40.00 per. yd.		560. 00
	Supply & install 48' of metal @ 2.00 per. Ft.		96. 00
	Any unseen prep extra		
Thank you!			
		Total	7,188. 00
		Sales Tax	.0
		Deposit	3,594. 00
		Balance	

"Over 30 yrs. Of Experience Makes the Difference"

No goods will be accepted for credit unless returned with our permission
3% per month (25%per annum) delinquency charge on past due accounts

**** Please pay balance due at time of installation****

Terms & Conditions: ½ Deposit, Balance payable upon completion. Customer is responsible for providing heat (70 degrees Min.) emptying areas, disconnecting appliances, electronic equipment and plumbing fixtures, cutting floors when necessary.

DEPOSITS NOT REFUNDABLE ON ORDERS

Customer Signature _____

Customer gets one copy // shop gets one copy



BROCK'S PLYWOOD SALES, INC.
 298 NORTH MAIN STREET
 ROCHESTER, NH 03867
 (603) 332-4065 FAX (603) 335-4720

QUOTE

Page: 1 Quote: **00009650**

Special : Time: 09:17:32
 Instructions : Ship Date: 07/01/13
 : Invoice Date: 07/01/13
 : Due Date: 07/01/13

Sale rep #: 23 NAOMI DAGGETT Acct rap code:

Sold To: CARPET INSTALL Ship To: TOWN OF NEWMARKET- TOWN HALL
 00000 () - CONTACT: JOHN DUCHLOPEK
186 MAIN STREET
(603) 817-0333 NEWMARKET, NH

Customer #: 999992 Customer PO: INSTALL Order By: newmarket

COD

COO
T 86

ORDER	SHIP	L	U/M	ITEM#	DESCRIPTION	Alt Price/Uom	PRICE	EXTENSION
266.67	266.67	P	EA	-99	ROOMS DONE IN MOHAWK CARPET TILES: MOHAWK CARPET TILES - TO BE SELECTED 50 CRTNS = 2400 SF = 266.67 SY	24.2500 EA	24.2500	6466.75
266.67	266.67	P	SY	CL	LABOR TO INSTALL CARPET	7.5000 SY	7.5000	2000.03
266.67	266.67	P	SY	RIP/HAUL	RIP UP & HAUL AWAY CARPET	3.0000 SY	3.0000	800.01
1.00	1.00	P	EA	FP	FLOOR PREP	300.0000 EA	300.0000	300.00
117.00	117.00	P	EA	-99	LABOR CHARGE			
84.33	84.33	P	EA	-99	COVE BASE - TO BE SELECTED INSTALLED	5.0000 EA	5.0000	585.00
1.00	1.00	P	EA	NSP	LABOR TO MOVE FURNITURE	1.5000 SY	1.5000	128.50
1.00	1.00	P	EA	-99	NET SALE PRICING	0.0000 EA	0.0000	0.00
1.00	1.00	P	EA	-99	APACHE RIB PEPPER (BLACK DOOR MAT) 1 - 4'X10'	136.9500 EA	136.9500	136.95
1.00	1.00	P	EA	-99	APACHE RIB PEPPER (BLACK DOOR MAT) 1 - 4'X12'	163.9500 EA	163.9500	163.95

QUOTE

Quote Expires 07/11/13

QUOTE ONLY

Sales total		\$10579.19
Taxable	0.00	
Non-taxable	10579.19	
Tax #		
Tax		0.00

TOTAL \$10579.19

Cadieux's Flooring

145 Portsmouth Avenue, Rte. 33
 Stratham, New Hampshire 03885
 Tel: (603) 772-2379

Town of Newmarket
 Town Hall

Att: John P.
 817-0333
 Fax
 659-4807

7/2/13 Estimate

QUANTITY	DESCRIPTION	AMOUNT
200 sq yd	carpet tiles Bigelow Style: Accountable II color: OCEAN WAVE @ 28.99/sq yd	\$5798. ⁰⁰
300 sq ft	Schwanitz 4" vinyl @ 1.89/sq ft	\$567. ⁰⁰
1) Entry mat	10' x 45" Removal + Disposal	\$60.⁰⁰ \$350.⁰⁰
TOTAL		\$6775. ⁰⁰

Thank You!

TOWN OF NEWMARKET, NEW HAMPSHIRE
By the Newmarket Town Council
Resolution #2013-2014-13

Relating to Awarding #2 Heating Oil, Liquid Propane, Regular Gasoline, and Clear Diesel Contracts

WHEREAS, through a competitive bid process, the Town entertained proposals for #2 Heating Oil, Liquid Propane, Regular Gasoline, and Clear Diesel, and

WHEREAS, the proposals that are in the best interest of the Town are as follows:

Bid	Provider	Cost per Unit
#2 Heating Oil	Hanscom's Truck Stop, Inc.	Fixed Price - \$3.09/gallon
Liquid Propane	D. F. Richard	Fixed Price - \$1.69/gallon
Regular Gasoline	Hanscom's Truck Stop, Inc.	Price over rack - \$0.15/gallon
Clear Diesel	Hanscom's Truck Stop, Inc.	Fixed Price - \$3.30/gallon

NOW, THEREFORE BE IT RESOLVED that the Newmarket Town Council does hereby award energy contracts to D.F. Richard for Liquid Propane and Hanscom's Truck Stop, Inc. for #2 Heating Oil, Regular Gasoline, and Clear Diesel, and authorize the Town Administrator to enter into any related contracts.

First Reading: August 7, 2013
Second Reading: September 4, 2013
Approval: September 4, 2013

Approved: _____
Gary Levy, Chairman Newmarket Town Council

A True Copy Attest: _____
Donna Dugal, Town Clerk

Town of Newmarket
Matthew Angell
Interim Finance Director
Town Hall
186 Main Street
Newmarket, NH 03857



603-659-3617 *1304
603-659-3351 (fax)
MAngell@newmarketnh.gov

Memorandum

Date: July 31, 2013
To: Steve Fournier, Town Administrator
From: Matt Angell, Interim Finance Director
Re: Energy RFP's

Steve,
Under the new procurement ordinance, the Town issued RFP's for #2 Heating Oil, Liquid Propane, Regular Gasoline, and Clear Diesel to select energy providers for the Town's current year needs. The RFP's closed yesterday and two providers were selected as being in the best interest of the Town (see attached bid matrix).

In all cases, the winning proposal was selected as being the lowest-cost provider. However, for Regular Gasoline, while the winning provider had a lower cost over rack, their price as of yesterday was \$0.0172 per gallon higher than the next bidder. If the price differential is compared to our estimated usage of 21,000 gallons, it will cost the Town roughly an additional \$361.20 to purchase the fuel. However, the additional costs to purchase the product is offset by the cost of issuing additional payments to multiple vendors (it costs the Town roughly \$8 to issue a check), and the additional cost of managing multiple vendors by the DPW Department. Therefore, it was determined that Regular Gasoline should be awarded to the same vendor as #2 Heating Oil and Clear Diesel.

Therefore, I recommend the Town Council select D.F. Richard for Liquid Propane and Hanscom's Truck Stop, Inc. for #2 Heating Oil, Regular Gasoline, and Clear Diesel.

Company	Bid #14-0007 #2 Heating Oil	Bid #14-008 Liquid Propane	Bid #14-0009 Regular Gasoline	Bid #14-0010 Clear Diesel
Dead River	Fixed 3.3134/3.2134 (transport)/.18 over rack (\$3.1893-today's price) ^A	N/A	.1850 over rack (\$3.0978-today's price).	.1850 over rack (\$3.3551-today's price).
Irving	Fixed \$3.271/0.088 over rack (\$3.129-today's price),	Fixed \$1.742/Variable \$0.213 over rack(\$1.751-today's price). ^B	N/A	.07 over rack (\$3.272-today's price). ^C
DF Richard	0.153 over rack for off-road (\$3.355-today's price). ^D N/A	Fixed \$1.69/Variable \$0.39 over rack.	N/A	N/A
Hanscom's Truck Stop, Inc.	Fixed 3.09/.11 over rack (\$3.081-today's price).	N/A	.15 over rack (\$3.115-today's price)	Fixed 3.30/.1650 over rack (\$3.2718-today's price)

A - Price is good until 4:00 PM 7/30/2013.

B - Prices do not include PERC Fee of \$0.004 per gallon.

C - Price does not include Environmental Fee of \$0.01625 and L.U.S.T. Fee of \$0.001 per gallon.

D - Price does not include Environmental Fee of \$0.01625 and \$0.01375 for #2 and Diesel, respectively; and L.U.S.T. Fee of \$0.001

TOWN OF NEWMARKET, NEW HAMPSHIRE
By the Newmarket Town Council

Resolution #2013-2014-14
Authorizing the Agreement with Wright-Pierce for Engineering Services
for the Upgrade of the Waste Water Treatment Facility

WHEREAS the Town of Newmarket has completed a detailed qualifications-based selection process to select a Consultant for engineering services related to the upgrade of the Wastewater Treatment Facility, and

WHEREAS the Town has negotiated a scope and fee for Preliminary Design that has been approved by Town Staff and the New Hampshire Department of Environmental Services and United States Department of Agriculture – Rural Develop, and

WHEREAS these services are required to comply with the conditions of the Administrative Order on Consent (AOC).

NOW THEREFORE LET IT BE RESOLVED by the Newmarket Town Council and the Town Treasurer with the approval of the Town Administrator are hereby authorized to engage Wright-Pierce for the Preliminary Design of the Wastewater Treatment Facility, with the Preliminary Design Fee established at \$415,000.00. The scope and fee for the Final Design will be established during the Preliminary Design and will be brought before the council for approval at that time.

First Reading: August 7, 2013

Second Reading: September 4, 2013

Approval: September 4, 2013

Approved: _____
Gary Levy, Chairman Newmarket Town Council

A True Copy Attest: _____
Donna Dugal, Town Clerk

**ENGINEERING DESIGN PHASE
CONTRACT FOR PROFESSIONAL SERVICES
FOR
TREATMENT WORKS**

TOWN OF NEWMARKET, NEW HAMPSHIRE

This AGREEMENT made and entered into at Rockingham County, New Hampshire, this _____ day of _____ 20____, by and between Town of Newmarket, New Hampshire, hereinafter called the OWNER, and Wright-Pierce, hereinafter called the ENGINEER.

WITNESSETH:

WHEREAS, the OWNER intends to construct Treatment Works consisting of improvements to the Wastewater Treatment Facility (WWTF), hereinafter called the PROJECT, and

WHEREAS, professional sanitary engineering services will be required for the preparation of plans and specifications and contract documents, and

WHEREAS, such services are of a distinct professional nature and hence not subject to the bidding process,

NOW THEREFORE, in consideration of these premises and of the mutual covenants herein set forth, the OWNER hereby employs the ENGINEER to furnish the following engineering services in connection with the proposed PROJECT; and it is agreed by and between the OWNER and the ENGINEER as follows:

I. Services to be Performed by the ENGINEER

A. Upon execution of this AGREEMENT, the ENGINEER agrees to proceed with all engineering, surveying, drafting, calculations, borings, and other work as required and necessary to develop and produce final plans, specifications, and associated contract documents involved in the construction of treatment works for

The Wastewater Treatment Facility Upgrade Preliminary Design, and other services, as summarized in Attachment A,

as recommended as part of the Engineering Report entitled **201 Facility Plan Update (Underwood Engineers, 2011)**. The ENGINEER further agrees that said services shall include, but shall not necessarily be limited to:

1. **PRELIMINARY Plans, Specifications, and Contract Documents**

~~a. The preparation of detailed plans, specifications, and contract documents in accordance with the rules and regulations of the New Hampshire Department of Environmental Services, Water Division, hereinafter called the DIVISION, ready for the receipt of bids and the award of construction contracts for said construction; the work shall also include the preparation of estimates of the cost of construction based on the contract documents.~~

b. The furnishing of all the necessary subsurface investigations and field surveys required for the preparation and completion of approved plans, specifications, and contract documents.

~~e. The furnishing of ten (10) copies of the final plans, specifications, and contract documents to the OWNER; three (3) copies of which are to be submitted to the DIVISION. Additional copies to be available at cost to the OWNER.~~

~~2. Site Acquisitions~~

~~a. Assistance to the OWNER including preparation of documents for the acquisition of lands, easements, and rights-of-way essential to the construction of the PROJECT.~~

II. The OWNER'S Responsibilities

A. Assist the ENGINEER by placing at his disposal all available information pertinent to the PROJECT, including previous reports and other data relative to the reports.

B. Make provisions for the ENGINEER to enter upon public and private lands, municipal facilities and industrial establishments as required to perform work under this AGREEMENT.

C. The OWNER also agrees to comply with DIVISION and Federal requirements (where applicable) and further agrees to acquire with the assistance of the ENGINEER all the necessary easements, options or outright purchases of land for the locations of said treatment works as shown on the contract plans. The provisions of this section shall be satisfied prior to submission of documents referred to in III (A) below. It is also understood that no approvals of reports or plans and specifications or other associated documents will be made by the DIVISION without fulfillment of this requirement.

III. Time Of Completion

A. The ENGINEER agrees that he will submit to the DIVISION for approval after modification or revision as recommended by the DIVISION and agreed to by the ENGINEER, the completed final plans, specifications, contract, and associated documents in compliance with the current issue of the DIVISION's standards of design within 250 consecutive calendar days following the execution of this AGREEMENT, and deliver same to the OWNER within 30 calendar days following the date of final approval by the DIVISION.

B. It is agreed by the parties to this contract that failure by the ENGINEER to complete the work within the time stipulated under III, A, above may be considered sufficient basis for the debarment of the ENGINEER from the DIVISION'S Roster of Prequalified Engineers as provided for under New Hampshire Code of Administrative Rules Env-Ws 601.08, or the Assessment of liquidated damages as provided for under RSA 485-A: 4, XII.

IV. Compensation to be Paid the ENGINEER

A. Method of Payments - Amounts of Fees

1. Payment to the ENGINEER, for services rendered, shall be according to the following schedule:

Monthly billing based on hours and rates by labor category with mark-up and incidental expenses in accordance with the attached fee schedule.

2. The OWNER agrees to pay and the ENGINEER agrees to accept for all services under this AGREEMENT, a fee not to exceed

Four Hundred and Fifteen Thousand Dollars
(\$ 415,000.00).

3. If separate documents are required for additional construction contracts on this PROJECT, an additional fee as approved by the DIVISION shall be paid to the ENGINEER.

4. Prior to formal approval of contract documents by the DIVISION, the ENGINEER shall make such revisions in them as recommended by the DIVISION and agreed to by the ENGINEER without additional compensation. After formal approval, if it becomes necessary to revise the contract documents for reasons beyond the control of the ENGINEER, payment for such revision or revisions shall be made to the ENGINEER subject to approval by the DIVISION.

B. Limits of All Payments

1. The ENGINEER hereby assures the OWNER and agrees that the following fee for his services (exclusive of surveys, borings, and certain special services which follow) in connection with the preparation of final plans, specifications, and contract documents and other work as generally described under I(A) is adequate to complete the assignment and shall not exceed

Three Hundred Ninety One Thousand and Five Hundred Dollars
(\$ 391,500.00).

2. It is also agreed that payment to the ENGINEER for services in relation to engineering surveys, including layout and logging of borings, probings or seismic surveys, together with plats and project related special services shall be at actual cost. Actual cost shall include compensation to the ENGINEER for his work performed on these services. The ENGINEER further agrees that the work proposed under this item is enough to satisfactorily complete the contract documents and that the moneys to be paid under this item are adequate for the work proposed and shall not exceed

Thirteen Thousand and Five Hundred Dollars
(\$ 13,500.00).

3. It is again agreed that payment to the ENGINEER for services in relation to subsurface exploration, including borings, probings or seismic surveys, shall be at actual cost as defined in IV (B) 2. The ENGINEER further agrees that the work proposed under this item is enough to satisfactorily complete the contract documents and that the moneys to be paid under this item are adequate for the work proposed and shall not exceed

Ten Thousand Dollars
(\$ 10,000.00).

4. It is also agreed that payment to the ENGINEER for services in relation to cadastral surveys and other work associated with the acquisition of lands, easements, and rights-of-way essential to the construction of the PROJECT shall be at actual cost as defined in IV (B) 2. The ENGINEER further agrees that the work proposed under this item is enough to provide adequate sites, easements, and rights-of-way to permit the unencumbered construction, operation, and maintenance of the completed project without interference in any way. The ENGINEER also assures the OWNER that the moneys to be paid under this item are adequate for the work proposed and shall not exceed

N/A Dollars
(\$ N/A).

V. Additional Covenants

A. The ENGINEER agrees to provide in active charge of this PROJECT for the life of the contract a Project Engineer who is a permanent employee of the ENGINEER and who is a "qualified sanitary engineer" as defined under the DIVISION'S "Rules and Regulations for the Prequalification of Consulting Engineers". The Project Engineer shall be*

Timothy R. Vadney, P.E. - Wright-Pierce
(name and address)

230 Commerce Way, Portsmouth, NH 03801

* *Resume clearly describing the candidate's qualifications for the assignment is appended for convenience of reference.*

Any proposed change in identity of the Project Engineer on the PROJECT shall first be approved by the DIVISION before transfer of responsibility is made. Failure of the ENGINEER to abide by the above covenant may be considered basis for debarment of the ENGINEER from the DIVISION'S Roster of Prequalified Consulting Engineers as provided for under New Hampshire Code of Administrative Rules Env-Ws 601.08.

B. The ENGINEER agrees to be solely responsible for all bills or claims for payment for services rendered by others and for all services and materials employed in his work, and to indemnify and save harmless the OWNER, and all of the OWNER'S officers, agents and employees against all suits, claims or liability of every name and nature arising out of or in consequence of the negligent acts or failures to act of the ENGINEER or others employed by him in the performance of the work covered by this AGREEMENT.

C. The ENGINEER further agrees to procure and maintain at his expense such workmen's compensation insurance as is required by the statutes and public liability insurance in amounts adequate to provide reasonable protection from claims for bodily injury, death or property damage which may result from his performance and the performance of his employees under this AGREEMENT.

D. All documents, including original drawings, design calculations, work sheets, field notes, estimates, and other data shall remain the property of the OWNER, and shall be transmitted to the OWNER in clean and orderly condition on demand; however, these may be left in the possession of the ENGINEER at the OWNER'S discretion.

E. The ENGINEER shall not sublet, assign or transfer any part of the ENGINEER'S services or obligations (except surveys and borings and other special services)

under this AGREEMENT without the prior approval and written consent of the OWNER.

~~F. It is further agreed that the ENGINEER will assist the OWNER or his authorized agent in providing the DIVISION with clear documentation certifying that the necessary easements, options or outright purchases of land have been secured to provide for location of treatment works and other associated structures and equipment as shown on the contract plans or described in the specifications. Similar documentation will be submitted on approvals from the State Department of Transportation and/or other state agencies regarding location of treatment works within rights of way and other lands under their jurisdiction.~~

VI. Termination

A. The OWNER shall have the right at any time for any reason whatsoever to interrupt or terminate any part of or all of the work required of the ENGINEER under this AGREEMENT, with a seven (7) day written notice of such interruption or termination transmitted to the ENGINEER by the OWNER. In the event of termination of any part of or all of this AGREEMENT, without fault on the part of the ENGINEER, the ENGINEER shall be entitled to compensation for all work performed to the satisfaction of the DIVISION and the OWNER, and pursuant to this AGREEMENT. In order that the ENGINEER shall receive payment under termination notice of any part of the work, all plans, drawings, tracings, field notes, estimates, specifications, proposals, sketches, diagrams, and calculations, together with all other materials and data collected or prepared in connection with the PROJECT shall be transmitted to the OWNER in a form acceptable to the OWNER and DIVISION.

IN WITNESS WHEREOF, the parties hereto have affixed their hand and seals at Strafford County, New Hampshire, the day, month, and year first above written.

ENGINEER:

WRIGHT-PIERCE

By: _____
(Authorized Representative*)

Date: _____

OWNER:

TOWN OF NEWMARKET, NEW HAMPSHIRE

By: _____
(Authorized Representative)

Date: _____

APPROVED:**

DEPARTMENT OF ENVIRONMENTAL SERVICES
Water Division

By: _____
(Authorized Representative)

Date: _____

APPROVED:

RURAL DEVELOPMENT

By: _____
(Authorized Representative)

Date: _____

* Signatures should be supported by appropriate document.
** It is agreed that as an act in furtherance of its statutory authority to approve engineering agreements for treatment works, the DIVISION's approval does not impose any contractual obligation or liability on the State of New Hampshire, the Department of Environmental Services or the Division.

RURAL DEVELOPMENT SUPPLEMENT

1. The ENGINEER will attend conferences with the OWNER, representatives of RD or other interested parties as may be reasonably necessary.
2. The contract documents furnished by the ENGINEER under Section A-1 shall utilize RD-endorsed construction contract documents, including RD Supplemental General Conditions, Contract Change Orders, and partial payment estimates. All of these documents shall be subject to RD approval. Copies of guide contract documents may be obtained from RD.
3. The ENGINEER will cooperate and work closely with RD representatives.
4. Payments are due within 30 days of invoice. If OWNER fails to make any payment due ENGINEER within 60 days or services and expenses and funds are available for the project then the ENGINEER shall be entitled to interest at the rate of 12 percent per annum from said 60th day, not to exceed an annual rate of 12 percent.
5. This Agreement shall not become effective until approved by Rural Development. Such approval shall be evidenced by the signature of a duly authorized representative of Rural Development in the space provided at the end of this Agreement. The approval so evidenced by Rural Development shall in no way commit Rural Development to render financial assistance to the OWNER and is without liability for any payment hereunder, but in the event such assistance is provided, approval shall signify that the provisions of this Agreement are consistent with the requirements of Rural Development.
6. All new above-ground structures, fully or partially enclosed, used or intended for sheltering persons or property, shall be designed with the appropriate seismic safety provisions in compliance with the most recent revision of the New Hampshire State Building Code and Rural Development implementing regulations for seismic safety (7 CFR Part 1792, Subpart C). For each applicable structure, borrowers and grant recipients must provide Rural Development a written acknowledgement from a registered architect or engineer, licensed in the State where the structure is being built and responsible for the design, stating that seismic provisions pursuant to Section 1792.103(b) and the New Hampshire State Building Code have been used in the design of the structure. This acknowledgement shall include the date of the model code or standards used for the seismic design of the project, the seismic use group, and the seismic factor for each structure. The acknowledgement shall be on the title page of the contract plans. **The applicant is responsible for providing the required certifications and Building Permits.**

I, Walter J. Flanagan III, hereby certify that I am the duly elected clerk of Wright-Pierce.

I certify that the following is a true copy of a vote taken at a meeting of the board of directors of the corporation, duly called and held on April 9, 2013, at which a quorum of the board was present and voting.

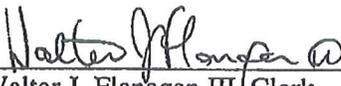
VOTED:

That any one or all of the following officers of Wright-Pierce, on behalf of the corporation, are authorized to execute all Wright-Pierce contracts, both service agreements and general contractual obligations:

William E. Brown, President
Peter C. Atherton, Vice President
Paul F. Birkel Vice President
John W. Braccio, Vice President
Richard N. Davee, Vice President
Jonathan C. Edgerton, Vice President
Walter J. Flanagan III, Vice President
Michael D. Giggey, Vice President
Jeffrey P. Musich, Vice President
John R. Nelson, Vice President

I hereby certify that I am the clerk of Wright-Pierce, that William E. Brown is the duly elected president, and that the above vote has not been amended or rescinded and remains in full force and effect as of this date.

seal


Walter J. Flanagan III, Clerk

Date: 7-18-2013

ATTACHMENT A
TOWN OF NEWMARKET, NEW HAMPSHIRE
WASTEWATER TREATMENT FACILITY UPGRADE
DESIGN PHASE ENGINEERING SERVICES

SCOPE OF WORK:

This scope of work is for preliminary ~~and final~~ design to design an upgrade to the Newmarket Wastewater Treatment Facility to achieve effluent total nitrogen concentrations of less than 8 mg/L to meet the technical requirements of the Administrative Order on Consent (dated 5/10/2013). The basis for the design will be the Final 201 Facilities Plan Update by Underwood Engineers (dated September, 1, 2011), or as noted below. A future upgrade will be needed to comply with the possible future limit of 3 mg/L total nitrogen.

I. Preliminary Design:

In the preliminary design phase, the concepts developed in the Facilities Plan Update will be fine-tuned and finalized. This is one of the most important phases of the project as this is where most of the key design decisions are made. In this phase Wright-Pierce will present options available to the Town to achieve the Town's objectives, along with the advantages and disadvantages of each option so that the Town can make informed decisions about the project specifics. Wright-Pierce will work closely with the Town to incorporate design details tailored to the Town's needs and preferences.

1. **Funding/Financial Coordination** - During the preliminary design phase, provide funding assistance services to the Town of Newmarket to solidify funding from both the NHDES Clean Water SRF Program and the USDA Rural Development Program. Eligibility for NHDES SAG and NH CDFA CDBG funding will be maintained for application during later phases of the project.
 - a. Attend up to two joint meetings with the NHDES and the Town of Newmarket to discuss the SRF application and the final requested amount. The costs of the legal advertisement for the Environmental Review required as part of the SRF application shall be paid directly by the Town of Newmarket
 - b. Provide assistance to the Town of Newmarket to procure a final funding package from Rural Development. Attend a joint meeting with Rural Development and the Town to discuss the Town's application and the final offered amount. All costs for bond counsel as required to satisfy RD loan and grant requirements shall be paid directly by the Town of Newmarket

- c. Prepare disbursement requests from the SRF Program and the RD Program during the design engineering period.
2. **Confirmation of Flows and Loads and Basis of Design** - The Facilities Plan Update included detailed flow and loading projections regarding the future capacity needs of the treatment plant. We will review these with the Town in the context of the Town's growth agenda and in the context of the EPA's recently issued discharge permit and fine-tune as appropriate the basis of design based on Town feedback.
 - a. Confirmation of Design Flows and Loads: Analyze the most recent three years of influent data supplied by the Town of Newmarket. Wright-Pierce will establish current flows and loads to the WWTF based on this data and the data gathered as part of the influent wastewater characterization study. Based on this information and growth projections identified in the 2011 Final Facility Plan, confirm 20-yr design flows and loads for both the liquid train and sludge train options. This task will also involve a mass balance analysis to define the magnitude and strength of inputs and outputs within the system.
3. **Confirmation of Facility Plan Basis of Design** - Wright-Pierce will inspect the existing facilities with architectural, structural, process, mechanical, electrical and instrumentation engineers. The purpose of the inspection will be to confirm issues that require attention at the WWTF. The condition of the facilities will be confirmed from several perspectives including regulatory compliance; capacity; structural condition/integrity; mechanical condition; resource efficiency; level of control; process redundancy; compliance with current codes; safety; and electrical condition. The evaluation of the existing facilities will involve discussions with the Town's team and operating staff. The components of the existing plant to be confirmed include the following:
 - Influent pump station, headworks and grit removal systems
 - Primary clarification system
 - Trickling Filter and secondary clarification system
 - Disinfection and dechlorination systems (storage to treatment)
 - Chemical systems (polymer, disinfection)
 - Sludge handling, dewatering and disposal systems
 - Scum handling
 - Plant hydraulics
 - Odor control systems
 - Instrumentation and control, SCADA
 - Electrical systems (service, distribution, standby power)
 - Mechanical systems (plant water, HVAC systems, drainage systems)

Attachment A

Town of Newmarket, NH – WWTF Upgrade Design Services

- **Building systems** (structures, roofs, windows, doors, finishes, space utilization, laboratory facilities). Review of these systems would also include a lead and asbestos survey.

4. **Alternatives Analysis** - The primary objective of the preliminary design phase is to develop the most cost-effective approach to meet the Town's goals and objectives. The goals and objectives are:

- **Regulatory Compliance** - meet new AOC and NPDES permit requirements
- **Reliability** - operator friendly facilities that will operate reliably.
- **Capacity** – consistent with the Town's growth agenda
- **Flexibility** – to allow future upgrading for future regulatory requirements and capacity needs
- **Affordability** – minimize construction costs and maximize efficiency to minimize operational costs to the extent practical.

There are multiple approaches to accomplish the Town's goals. Wright-Pierce will fine-tune the Facility Plan Update recommendations with the Town's input. This will include presenting potential cost saving alternatives to the specific recommendations contained in the Facility Plan Update. As a part of this task, Wright-Pierce will evaluate the various approaches based on cost-effectiveness and other technical criteria (e.g. feasibility, construction sequencing, operations and maintenance criteria, flexibility, redundancy, Town preferences, etc.). Wright-Pierce will develop a process flow schematic, schematic site plan, listing of advantages and disadvantages, planning-level project and operating costs. Specific unit processes to be evaluated as part of the conceptual design include the following:

- **Influent Screening (Creighton Street):** This task will involve site visits and discussions with operators of existing facilities and will assist the Town in selecting the most advantageous technology use in the final design.
- **Grit Removal:** This task will involve site visits and discussions with operators of different types of grit classifying / washing equipment, and will allow the Town to select which type of grit handling equipment to incorporate in the final design.
- **Septage Receiving:** Explore options for incorporating septage receiving facilities in the upgraded Treatment Facility. If desired by the Town, incorporate septage receiving improvements in the final design.

- **Primary Clarification:** Explore options to upgrade and utilize the existing primary clarifiers as part of the upgraded treatment facility, with the goal to allow reducing the size of some downstream processes.

- **Biological treatment:** This task will involve working closely with the Town to select equipment and unit processes for the upgraded Treatment Facility, including the following:
 - Nitrogen reduction systems – evaluate and select biological processes to remove Total Nitrogen. Systems to be further investigated in concert with the Town include the Four Stage Bardenpho Process, Schreiber Process, and Orbal Process as a means to meet the less than 8 mg/L TN goal for this design
 - Activated sludge mixer technologies
 - Aeration and Sludge Storage Blower Technologies
 - Secondary Clarifier Mechanisms
 - Return Sludge Pump Selection
 - Evaluate alternatives for future more stringent limits of 3 mg/L TN and include flexibility in the current design.

For each of these technologies, literature reviews, and cost comparisons will be conducted as needed to allow the Town to make final decisions. Furthermore, site trips will be conducted as needed for the purpose of allowing Town Representatives to see relevant equipment systems and to discuss questions with other WWTF operators at facilities using the equipment being considered.

- **Disinfection, Chemical Feed Systems and Storage systems:** Evaluate and select equipment for multiple chemical feed systems, including disinfection, polymer, and (future) potential methanol feed system, and consider relocating storage and systems to a new chemical storage area.

- **Solids Handling and Dewatering Systems:** Evaluate and select equipment for solids handling and Dewatering, including the following:
 - Sludge Pumping Technologies
 - Sludge Holding Tank improvements (Mixing, covers, etc.)
 - Sludge Dewatering Technologies – Perform desktop technical selection memorandum summarizing advantages, disadvantages, and estimated capital and lifecycle costs for up to three different dewatering technologies. Anticipated performance of each technology will be based on a review of similar facilities. Perform final design of technology selected by the Town

- Evaluate options for creating or maintaining a location onsite that can be utilized for dumping of collection system and catch basin cleanings.

For each of these technologies, site visits, literature reviews, and cost comparisons will be conducted as needed to allow the Town to make final decisions.

5. **Permitting** – In the preliminary design phase we will finalize the permitting needs and initiate the permitting process for the upgrade project. Due to the nature of the work and the existing site, it is anticipated that only a shoreland zone permit and basic site research with the Department of Historic Resources will be required. If more extensive permitting is required (i.e., Alteration of Terrain Permit, or more extensive historic/archeological investigations), an amendment to this agreement will be required.

6. **Preliminary Design Report** - The results of the preliminary design phase will be summarized in a preliminary design report (PDR). The PDR will summarize the preliminary design efforts, and will include the following information:

- Summarize the issues associated with each component, options considered, proposed solutions and basis for selection, and associated estimated capital and O&M costs
- Describe the recommended improvements, including new buildings and new or modified building support systems
- Establish the design criteria, unit processes sizing, redundancy and materials of construction
- Provide preliminary design layouts, including site layout, site piping, existing buildings/ tankage and new buildings/ tankage
- Provide electrical and control system concepts defining local control station, equipment control (MCCs, VFDs) and system control (PLC-based). Preliminary functional control concepts for each system. Interface with the existing electrical and control systems
- Estimate the construction and project costs
- Refine the project schedule for design, permitting, funding, bidding, and construction
- Describe the construction sequencing requirements

The draft PDR will be submitted for Town review and comment. Town comments will be addressed and the PDR will be submitted to the Town, NHDES, and USDA-RD for review and comment. We will meet with the Town, NHDES, and USDA-RD to review comments, will address all review comments, and finalize the preliminary design report, as appropriate.

II. Final Design:

~~On the basis of the approved preliminary design report, the final design will be prepared. The final design effort will include the following:~~

- ~~1. Prepare drawings, specifications and other contract documents for prequalification (if necessary), bidding and constructing the project in accordance with Town, NHDES, USDA-RD and other agency requirements.~~
- ~~2. Meet with Town staff on a regular basis, to review functionality, operational and maintenance aspects, and for general input into the design process.~~
- ~~3. Assist the Town, as needed, in obtaining regulatory approval of the project. Documents will be provided as needed to meet submission requirements for NHDES and USDA RD approvals. Prepare amendment to USDA RD Preliminary Engineering Report as may be necessary should facility plan recommendations be adjusted (if required based on extent of adjustment). It is not envisioned that an amendment to the USDA environmental report will be required.~~
- ~~4. Provide copies of progress plans and specifications at the 50% and 90% milestones for Town, NHDES and USDA RD review and comment. Meet with the Town and agency staff to discuss comments, review implications of changes and to incorporate review comments as appropriate. These progress submittals will include all discipline plans to date and the technical and non-technical specifications to date.~~
- ~~5. Provide final plans and specifications to the Town and agencies for review. Meet with the Town and agency staff to discuss comments, review implications of changes and to incorporate review comments as appropriate.~~
- ~~6. Prepare updates to the construction cost estimate at the 50%, 90% and 100% milestones.~~
- ~~7. Coordinate with the value engineering team.~~
- ~~8. Prepare and submit permit applications as described under the preliminary design.~~

III. Additional Services:

- 1. NPDES Permit Modifications** - Wright-Pierce will review the final AOC and NPDES permit and provide the Town with comments and a strategy to work with NHDES and EPA to change the current monthly flow limit to a “report only” limit. We have included up to two (2) meetings with EPA and/or NHDES.
- 2. Public Education and Outreach** – In addition to an update presentation to the Town following the Preliminary Design Phase, we will work with the Town to develop a program using traditional and/or newer social media and execute a strategy to educate and advise on status and upcoming milestones.

3. **Non-Point Source (NPS) AOC / Nitrogen Control Strategy Guidance** – NPS nitrogen, such as fertilizers, septic systems and stormwater will have to be controlled to achieve the water quality goals for Great Bay. While not directly a part of the treatment plant upgrade work, the Town will have to execute a NPS nitrogen control strategy, particularly if the Town wants to avoid the need to implement another plant upgrade to achieve even lower nitrogen limits (3mg/L) in the future. Wright-Pierce has experience with NPS nitrogen and Wright-Pierce will help the Town scope out a NPS nitrogen strategy. A \$20,000 allowance has been included to initiate the strategy, consistent with the strategy Wright-Pierce has helped develop in other communities.
4. ~~WWTF CIP Planning Memorandum~~ – Upon completion of the WWTF Design, develop a planning level Capital Improvements Memorandum, summarizing the estimated replacement cost and anticipated lifespan for each major equipment system, to allow the Town to develop a long term (20+ year) plan for the facility.
5. **Value Engineering Coordination** – to be added as an amendment or separate contract as required by state and federal agencies.

IV. Subcontractor Allowance Items:

1. **Site Survey Allowance** – Wright-Pierce will subcontract with Doucet Survey to provide a survey of the WWTF site and the Creighton Street Pump Station site. An allowance for Doucet Survey will be included in this contract.
2. **Wetlands Delineation Allowance** – Wright-Pierce will subcontract with a certified wetlands scientist to identify the observable high tide line and any wetlands on the site.
3. **Supplemental Subsurface Exploration (Geotechnical) Allowance** – Once the preliminary design concept is established, Wright-Pierce will identify any additional geotechnical/subsurface explorations that may be needed to supplement the geotechnical work already completed.
4. **Lead and Asbestos Survey Allowance** – Wright-Pierce will subcontract with a certified Lead and Asbestos Testing and Survey company to identify and lead and asbestos on the site.

5. **Supplemental Sampling Laboratory Analysis - Influent Wastewater Characterization Study:** Perform some additional sampling and analysis to allow for better characterization of influent wastewater, to collect data for use in the Biowin Model. An allowance of \$10,000 has been included to cover analytical analysis by an outside laboratory.

SUMMARY OF COSTS

Task	Cost
Task I (Preliminary Design)	\$340,000
Task II (Final Design)	To Be Determined ⁽¹⁾
Total, Preliminary and Final Design:	\$340,000
Task III (Additional Services)	
1. NPDES Permit Modifications	\$10,000
2. Public Education and Outreach	\$5,000
3. NPS Nitrogen Control Strategy	\$20,000
4. WWTF CIP Planning Memo	\$15,000⁽²⁾
5. Value Engineering Coordination	To Be Determined
Subcontractor Allowances	
1. Site Survey (WWTF and Creighton)	\$13,500
2. Wetlands Delineation	\$1,500
3. Geotechnical Investigations	\$10,000
4. Lead and Asbestos Survey	\$5,000
5. Supplemental Sampling	\$10,000

(1) Final design costs are estimated to range from \$640,000 to \$700,000

(2) This Task will be completed as part of the Final Design

COST OR PRICE SUMMARY FORMAT FOR SUBAGREEMENTS UNDER NH SAG & SRF			Form Approved DES 02/06	
PART I - GENERAL				
1. GRANTEE / LOANEE - TOWN OF NEWMARKET, NEW HAMPSHIRE			2. GRANT/LOAN NO.	
3. NAME OF CONTRACTOR OR SUBCONTRACTOR - WRIGHT-PIERCE			4. DATE OF PROPOSAL July 23, 2013	
5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR (Include ZIP) 230 COMMERCE WAY, PORTSMOUTH NH 03801			6. TYPE OF SERVICE TO BE FURNISHED ENGINEERING DESIGN (WWTF PROJECT)	
PART II - COST SUMMARY				
7. DIRECT LABOR (Specify labor categories)	HOURS	HOURLY RATE	ESTIMATED COST	TOTAL
PRINCIPAL	86	64.00	\$5,504	
PROJECT MANAGER	255	46.00	\$11,730	
WASTEWATER PROJECT ENGINEERS	732	32.00	\$23,424	
BUILDING SERVICES PROJECT ENGINEERS	1275	31.00	\$39,516	
DESIGNER/ TECHNICIANS	1300	22.00	\$28,600	
CLERICAL	124	17.00	\$2,104	
PROJECT REVIEWERS	188	54.00	\$10,173	
DIRECT LABOR TOTAL:				\$121,051
8. INDIRECT COSTS (Specify indirect cost pools)	RATE	x BASE =	ESTIMATED COST	
	1.68	121,050.62	\$203,365	
INDIRECT COSTS TOTAL:				\$203,365
9. OTHER DIRECT COSTS				
a. TRAVEL			ESTIMATED COST	
(1) TRANSPORTATION			\$411.00	
(2) PER DIEM			\$205.50	
TRAVEL COSTS TOTAL:			\$616.50	
b. EQUIPMENT, MATERIALS, SUPPLIES (Specify categories)			ESTIMATED COST	
TELEPHONE, FAX, POSTAGE			\$360	
PRINTING, MATERIALS, SUPPLIES			\$948	
EQUIPMENT SUBTOTAL :			\$1,308.00	
c. SUBCONTRACTS			ESTIMATED COST	
Site Survey			\$13,500.00	
Wetlands Delineation Services			\$1,500.00	
Geotechnical Investigations			\$10,000.00	
Lead and Asbestos Survey			\$5,000.00	
Supplemental Sampling Laboratory Analysis			\$10,000.00	
SUBCONTRACTS SUBTOTAL :			\$40,000.00	
d. OTHER (Specify categories)			ESTIMATED COST	
OTHER SUBTOTAL :			\$0.00	
e. OTHER DIRECT COSTS TOTAL :				\$41,925
10. TOTAL ESTIMATED COST				\$366,340
11. PROFIT				\$48,659
12. TOTAL PRICE				\$415,000

TIMOTHY R. VADNEY, P.E.

Senior Project Manager

PROJECT ASSIGNMENT: Senior Project Manager

Education

B.S., Civil Engineering, University
of New Hampshire

Professional Registration

New Hampshire
Maine
Massachusetts

Experience

12 Years

Joined Firm

2002

Professional Affiliations

Water Environment Federation,
Maine and New Hampshire Water
Pollution Control Associations

Presentations

Vadney, T. R., "Dewatering System
Upgrade- City of Nashua NH"
NFWFA Annual Conference
Boston, MA - January 2012

Vadney, T. R., "Pump Station and
Forcemain Improvements -
Ogunquit Sewer District"
NFWFA Annual Conference
Boston, MA - January 2010

Vadney, T. R., "Optimization of
the Activated Sludge Process"
NFWFA Spring Conference
Hyannis, MA - June 2008

Vadney, T. R., "Energy Audit
Process for Wastewater
Treatment Facilities"
CIAWWA Specialty Conference
Hartford, CT - Jan 2008

EXPERIENCE SUMMARY

Mr. Vadney is a Project Manager in the Wastewater Practice Group. Mr. Vadney is currently serving clients throughout New England. Mr. Vadney has extensive experience in a wide variety of wastewater fields including wastewater treatment, odor control, residuals management, septage treatment, collection systems, and pump stations.

SELECT RELEVANT PROJECT EXPERIENCE

Wastewater Treatment Facility Designs

- Sludge Dewatering Upgrade - Nashua, NH
- Wastewater Treatment Facility Upgrade - Durham, NH
- Wastewater Treatment Facility Upgrade - Dover, NH
- Wastewater Treatment Facility Upgrade - Hudson, MA
- Wastewater Treatment Facility Upgrade - Sanford, ME
- Water Pollution Control Facilities Upgrade, Manchester, CT
- Water Pollution Control Facilities Upgrade - Glastonbury, CT
- Wastewater Treatment Facility Upgrade - Farmington, NH
- Wastewater Treatment Facility Feasibility Study - Rockport, MA
- Wastewater Treatment Facility Evaluation - Seacoast, NH
- Construction Administration - Old Town, ME
- Pilot Testing - Sanford, ME
- Sludge Dewatering Upgrade - Keene, NH
- Sludge Dewatering Upgrade - Hampton, NH

Pump Station Designs

- Hampton, NH Church Street Pump Station Upgrade
- Mechanic Street Pump Station Upgrade - Portsmouth, NH
- River Street Pump Station Upgrade - Dover, NH
- Mousam River Sewerage Pump Station Upgrade - Sanford, ME
- Goodall Brook Sewerage Pump Station Upgrade - Sanford, Maine
- Pump Stations No.1 and No. 2 - Wells, Maine
- Pump Station No. 10 - Wells, Maine
- Pump Station No. 2 - Ogunquit, Maine
- Pump Station No. 4 - Ogunquit, Maine
- Pump Station No. 6 - Ogunquit, Maine

Odor Control

- Odor Investigation - Milford, NH
- Odor Investigation - South Berwick, ME
- River Street Pump Station - Dover, NH

TIMOTHY R. VADNEY, P.E.
Senior Project Manager

Modeling

- CORMIX Model - Rockland, ME
- Sewer CADD Model - Somersworth, NH
- Water Distribution System Hydraulic Model - Belfast, ME
- Water Distribution System Hydraulic Model - Presque Isle, ME
- Hydraulic Model - Bow, NH

Infiltration/Inflow

- I/I Study - Farmington, NH
- I/I Study - Skowhegan, ME
- I/I Study - Kennebunkport, ME
- I/I Study - Pittsfield, NH
- I/I Study - Greenville, NH
- I/I Study - Newmarket, NH
- I/I Study - Durham, NH
- I/I Study - Dover, NH



**Town of Newmarket, New Hampshire
Town Council Business Meeting
September 4, 2013 7:00 p.m.
Council Chambers**

6. Old Business (continued)

b. Ordinances and Resolutions in the 3rd Reading

c. Items Laid on the Table

- i. Resolution #2012/2013-63 Acceptance of a Grant from the Conservation Law Foundation and Authorization of the Town Administrator to Enter Into an Engineering Contract for the Lamprey River Macallen Dam Removal Feasibility and Impact Analysis
(Revised)

TOWN OF NEWMARKET, NEW HAMPSHIRE

By the Newmarket Town Council

Resolution # 2012/2013-63

**Acceptance of a Grant from the Conservation Law Foundation and Authorization of the
Town Administrator to Enter into an Engineering Contract for the Lamprey River Macallen
Dam Removal Feasibility and Impact Analysis**

WHEREAS, the Town of Newmarket has owned the Macallen Dam since 2004 and the New Hampshire Department of Environmental Services, Dam Safety Bureau issued a Letter of Deficiency (LOD) in 2008 (revised in 2010) requesting the Town to correct deficiencies in the dam, with immediate costs to the Town of \$234,000 to address existing structural repairs and spillway modifications required to pass 100 year flood flows, with future costs ranging from \$1.1 to 4.6 million.

WHEREAS, the Town of Newmarket Town Meeting in 2011 voted to raise and appropriate the sum of \$45,000 through a special citizen petition warrant article for the purpose of evaluating the option of removal of the Macallen Dam, as a precedent to any proposed capital investment toward its repair, in order to, but not limited to, mitigating flooding in Newmarket from the Lamprey River.

WHEREAS, the feasibility study will provide pertinent information to enable the Town to make a well-informed decision on a preferred alternative at a future date.

WHEREAS, at that same Town Meeting, the Town was further authorized to apply for, obtain, and accept federal, state or other grants that may be available to subsidize the costs associated with this feasibility study.

WHEREAS, the Town Council established a Steering Committee, made up of three (3) citizens at large, a representative from the Conservation Commission, and the Lamprey River Watershed Association (LRWA) to work with the town staff and project partners from the National Oceanic and Atmospheric Administration (NOAA), New Hampshire Department of Environmental Services (NHDES), and the New Hampshire Fish and Game Department (NHFGD) to develop a Request for Proposals, select a consultant, and to secure additional funding for the study in January 2012.

WHEREAS, the Town of Newmarket has applied for and been awarded a grant from the Conservation Law Foundation (CLF) in the amount of \$40,000 towards this study, and

WHEREAS, the Town of Newmarket desires to enter into an Engineering Agreement to complete the feasibility study with Gomez Sullivan Engineers, P.C. who was selected through a qualifications-based Request for Proposals (RFQ/RFP) process in accordance with federal, state and local procurement requirements, and

WHEREAS, Gomez and Sullivan Engineers, P.C. has submitted their qualifications and a cost proposal to complete the feasibility study for the project (Attachment I) to include data

collection, field survey and mapping, hydrologic and hydraulic analysis, structural impacts, water supply impacts, sediment evaluation, recreational usage, cultural resources, fish passage, social issues, infrastructure, cultural resources, a review of modifications to the dam and removal alternatives, including cost estimates, visual renderings, participation in public meetings, and the drafting of a draft and final feasibility report.

WHEREAS, the Town staff has successfully negotiated a contract, and the Macallen Dam Steering Committee has endorsed the recommendation of the staff to enter into a contract with Gomez and Sullivan Engineers, P.C. in the amount of \$82, 389 to complete the study.

NOW, THEREFORE, BE IT RESOLVED, that

- 1) The Town Council hereby votes to accept the grant in the amount of \$40,000 from the Conservation Law Foundation.
- 2) The Newmarket Town Council does hereby approve the signing of a contract with Gomez and Sullivan in the amount of \$82,389 the funding to be from:

Town of Newmarket funds	\$ 42,389
Conservation Law Foundation	<u>\$ 40,000</u>
	\$ 82,389

First Reading Date:	June 5, 2013
Second Reading Date:	July 10, 2013
Final Town Council Approval:	July 10, 2013 (Tabled)
Final Town Council Approval:	August 7, 2013 (Tabled)

Approved: _____
Gary Levy, Chairman Newmarket Town Council

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



GOMEZ AND SULLIVAN
Engineers, P.C.

41 Liberty Hill Road
PO Box 2179
Henniker, NH 03242
T (603) 428-4960
F (603) 428-3973

July 1, 2013

Diane Hardy, Town Planner
Town of Newmarket
186 Main St.
Newmarket, NH 03857

Re: Lamprey River Macallen Dam Removal Feasibility and Impact Analysis

Dear Ms. Hardy:

At the Newmarket town council meeting on June 19, 2013, council chair Gary Levy asked if we could reduce or eliminate the 10% direct cost markup that was included as part of our standard terms and conditions (see sheet in page 17/18 of our revised May 3, 2013 updated scope and cost estimate letter). Mark Wamser responded that we would have to talk with our management team before making such a decision.

We spoke with our management team, and they determined that we can reduce our direct cost markup to 5%. In our latest 5/3/2013 proposal, there was a total of \$14,202 that would have been potentially impacted by the 10% service charge, for an estimated fee of \$1,420. Reducing the direct service charge to 5% will reduce the anticipated direct costs to approximately \$710. This will reduce the total estimated study cost to \$81,679 from \$82,389. For the town's knowledge, the reason we include a service charge in our contracts is to cover the cost and overhead associated with the direct expenses. This includes costs associated with pre-financing direct expenses (because we must typically pay them before the town has been invoiced), and because our cost for professional liability insurance is based on our company's gross revenues, which includes direct expenses.

We appreciate the opportunity to participate in this Project, and look forward to starting the work upon the town council's approval. If you have any questions regarding our team, proposal, or service charges please do not hesitate to call me or Gary Lemay at 603-428-4960.

Sincerely,

Mark Wamser

Mark Wamser, PE
Water Resource Engineer

Gary Lemay Jr

Gary Lemay
Water Resource Engineer

cc: Tom Sullivan, Gomez and Sullivan

7/1/2013	Town of Newmarket				
Carol Sheehan	Capital Reserve Overview				
		Balance	FY 13/14	FY13/4	Remaining
	Account #	7/1/2013	Additions	Resolutions	Balance
Public Works	01-490-900-0012	611,122	130,000	0	741,122
Fire	01-490-900-0016	203,152	50,000	0	253,152
Library	01-490-900-0017	144,154	0	0	144,154
Police Vehicles	01-490-900-0018	120,658	47,256	0	167,914
Dispatch/Police Equipment	01-490-900-0019	102,190	0	0	102,190
Building Improvements	01-490-900-0020	324,545	0	0	324,545
Municipal Trans.Fund	01-213-000-3110	338,838	0	0	338,838
Town Clock	01-490-900-0022	9,666	0	0	9,666
Recreation Facilities	01-490-900-0021	133,184	2,000	0	135,184
Community Recreation		84,178	0	0	84,178
Technology	01-490-900-0076	27,376	0	0	27,376
Dam Capital Reserve	01-490-900-0078	41,562	0	0	41,562
Cemeteries	01-490-900-0079	9,912	3	0	9,915
Veterans Memorial Trust	01-490-900-0080	17,748	0	0	17,748
Cable TV	01-490-900-0034	71,671	0	0	71,671
Sidewalk Development		0	0	0	0
Downtown TIF	09-500-825-0181	907,243	0	0	907,243
Revaluation	01-490-900-0011	0	40,000	0	40,000
Downtown Infrastructure		34	0	0	34
Health Trust		1,114	0	0	1,114
Total General Fund		3,148,347	269,259	0	3,417,606
Water Capital Reserve		834,876	359,800	0	1,194,676
Water Surplus		2	0	0	2
Sewer Capital Reserve		641,080	100,000	0	741,080
Wastewater Legal	30-500-824-0002	909	0	0	909
Total Capital Reserve		4,625,214	729,059	0	5,354,273



For a thriving New England

CLF Massachusetts 62 Summer Street
Boston MA 02110
P: 617.350.0990
F: 617.350.4030
www.clf.org

July 25, 2013

Edward J. Wojnowski, Town Administrator
Att: Diane Hardy, Town Planner
Town of Newmarket
186 Main Street
Newmarket, NH 03857

RE: Macallen Dam Removal Feasibility Study—Contract Extension

Dear Mr. Wojnowski:

I am pleased to notify you we are able to extend the contract with the Town of Newmarket, N.H. (“Newmarket”) in connection with the Macallen Dam Removal Feasibility Study Project (“Macallen Dam Feasibility Project”) under the agreement between Conservation Law Foundation, Inc. (“CLF”) and Newmarket regarding the scope of services to be provided by Newmarket in connection with the project. Funds supporting this agreement are being made available to CLF by Restore America’s Estuaries (“RAE”) under the RAE Estuary Habitat Restoration Partnership with NOAA, NOAA Award NO. NA10NMF4630090.

1. Contract Documents: The agreement shall consist of this contract extension letter as well as the following document that is attached and incorporated into this letter by reference:
 - a. Attachment 1 – Macallen Dam Work Plan and Project Budget—Revised 7/25/13
2. Services: Newmarket agrees to expend these funds and provide those services outlined in the attached work plan (Attachment 1) and the terms of this agreement as specified, unless otherwise agreed to in writing beforehand with CLF.
3. Contract Amount: This contract is for the amount of \$40,000.00. Newmarket agrees to spend this money in conformity with the line item budget contained in Attachment 1. Any changes to the budget involving the expenditure of CLF funds or alterations in the source or amount of matching funding must be approved by CLF in advance in writing. Newmarket agrees to provide CLF with proper documentation supporting funded activities with interim reports and a final report. Funds will be disbursed to Newmarket on the basis of invoices. Newmarket further agrees to match all funds received hereunder on at least a 1.1-to-1 basis, utilizing non-federal funds and in-kind services and to maintain appropriate records to document the match for all funds received under this subcontract and well as other documents supporting the work undertaken under this contract for a minimum of three years from the date of completion of this contract.
4. Contract Period: This agreement covers the period from May 1, 2011 through April 30, 2014. Further extensions will not be possible.



5. Alteration: Any alterations in the scope of work performed, the budget, or the contract period shall be submitted by Newmarket in writing to CLF and must be approved in writing in advance by CLF.

6. Reports: Newmarket agrees to submit to CLF written narrative and expense program reports as follows

Interim Reports:

- On or before September 1, 2013 covering the preceding six months.

Final Report

- On or before April 30, 2014

CLF will provide Newmarket with the proper forms for the reports and for any invoices under this contract.

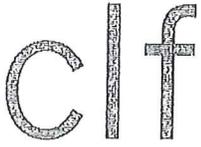
7. Collaboration and Communication: The funds provided pursuant to this agreement are from the "National Partnership between the NOAA Community-Based Restoration Program and Restore America's Estuaries." Strong local and regional partnerships between CLF and NOAA's Restoration Center field-level staff are important to the national partnership and the success of restoration projects. Newmarket agrees to collaborate with NMFS program staff in implementing its scope of work as appropriate.

Newmarket further agrees to acknowledge the RAE-NOAA national partnership and CLF in communications with the media, the public, and elected officials about projects in the approved scope of work. Please refer to the national partnership as "National partnership between NOAA Fisheries' Community-Based Restoration Program and Restore America's Estuaries."

8. Financial Records: Newmarket agrees to maintain accurate records of all costs incurred in the performance of this work and agrees to allow CLF and their duly authorized representatives reasonable access to their records to verify the validity of expenses reimbursed under this agreement. Newmarket agrees to maintain their financial records, supporting documents and other records pertaining to this agreement for a period of three (3) years from the termination date of this agreement.

Accounting records must be supported by source documentation, such as invoices, bills of lading, purchase vouchers, payrolls and the like, and must be secured and retained for three (3) years in order to show for what purpose funds were spent. Payments should not be made without invoices and vouchers physically in hand. All vouchers/invoices should be on vendors' letterhead.

9. Community outreach and coordination: Community education is a core component of the national partnership between NOAA Fisheries' Community-Based Restoration Program and Restore America's Estuaries. Newmarket, working with its partners in the Macallen Dam Feasibility Project, will promote public education and involvement in connection with the project. Press coverage will also be developed for the project.



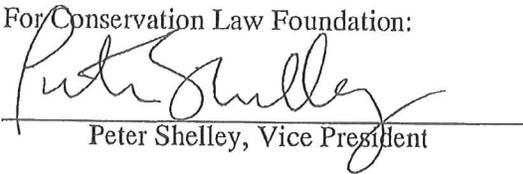
conservation law foundation

For the Town of Newmarket:



Date: 7/28/13

For Conservation Law Foundation:



Peter Shelley, Vice President

Date: July 26, 2013

Attachment: Macallen Dam Removal Feasibility Study—Revised 7/25/13



**Town of Newmarket, New Hampshire
Town Council Business Meeting
September 4, 2013 7:00 p.m.
Council Chambers**

7. New Business/Correspondence

a. Town Council to Consider Nominations, Appointments and Elections

i. CIP Committee Reps:

Budget Committee – Judy Ryan

Budget Committee Alternate-Dana Glennon

Planning Board – Jane ford

Planning Board Alternate – Elizabeth Dudley

Kathy Castle

From: Diane Hardy [dhardy@newmarketnh.gov]
Sent: Tuesday, August 27, 2013 11:38 AM
To: Steve Fournier
Cc: Dana Glennon; Judy Ryan; Jane Ford; Elizabeth Dudley; Eric Botterman; Ellen Snyder; Kathy Castle
Subject: FW: Budget Committee and Planning Board reps to the CIP!
Attachments: Resolutions establishing the CIP.pdf

Hi Steve,

We need to have our CIP members ratified by the Town Council at their next meeting. Please see the 2005 CIP resolution that applies.

The Budget Committee reps are Judy Ryan, Budget Committee representative to the CIP committee and Dana Glennon, Alternate Budget Committee representative to the CIP Committee
The Planning Board reps are Jane Ford, Planning Board Committee representative to the CIP committee and Elizabeth Dudley, Alternative Planning Board representative to the CIP.

If these appointments could be ratified at the next Town Council meeting on September 4, we should be all set for our first meeting on September 12, 2013.

Thank you kindly.
Diane Hardy

Diane Hardy

From: Ellen Snyder [mailto:ellen.snyder@comcast.net]
Sent: Tuesday, August 27, 2013 11:14 AM
To: Diane Hardy
Subject: Re: Budget Committee reps to the CIP!

Yes. Dana glennon was chosen as the alternate

Sent from my iPhone

On Aug 27, 2013, at 10:14 AM, "Diane Hardy" <dhardy@newmarketnh.gov> wrote:

Hi Ellen,

We need to formally bring names forward to the Town Council for ratification of the CIP members. I just spoke with Dana Glennon about last night's meeting. Could you confirm for me that he was appointed as the Budget Committee Alternate to the CIP. So, we need to have the Town Council vote on that at their next meeting for Judy Ryan as the regular budget committee representative to the CIP committee, and for Dana as the alternate.

Please respond as soon as possible as I need to get the names to Steve Fournier for the packet deadline which is tomorrow at noon.

Thank you. Diane

Diane Hardy



**Town of Newmarket, New Hampshire
Town Council Business Meeting
September 4, 2013 7:00 p.m.
Council Chambers**

7. New Business/Correspondence (continued)

b. Ordinances/Resolutions in the 1st Reading – *Item(s) held over for vote at next BM*

- i. Resolution #2013-2014-16 Approval of 2013 MS-5 – Financial Report

- ii. Resolution #2013-2014-17 Authorizing the Town Administrator to Execute a Reciprocal Easement Agreement Between the Town of Newmarket and Newmarket Mills LLC

- iii. Resolution #2013-2014-18 Increase of Sewer Rates

- iv. Resolution #2013-2014-19 Adopting the Revised Personnel Policy

TOWN OF NEWMARKET, NEW HAMPSHIRE

By the Newmarket Town Council

Resolution #2013-2014-17

**Authorizing the Town Administrator to Execute a Reciprocal Easement Agreement
Between the Town of Newmarket and Newmarket Mills LLC.**

WHEREAS, the Newmarket Mills received a Special Use Permit on August 11, 2009 and Site Plan approval on October 27, 2010 from the Newmarket Planning Board for the development of the Newmarket Mills Property in conjunction with the development of the mill across the street. With one condition required that both temporary and permanent easements be obtained over the Town Property for the benefit of the Newmarket Mills and an easement plan be recorded showing the easements, and

WHEREAS, the Temporary Easement was shown on the easement plan, it but inadvertently failed to show the Permanent Easement.

NOW THEREFORE LET IT BE RESOLVED by the Newmarket Town Council that it authorizes the Town Administrator to enter into the Reciprocal Easement Agreement with Newmarket Mills LLC for a permanent easement over the Town owned land near the Newmarket Public Library.

First Reading: September 4, 2013

Second Reading:

Approval:

Approved: _____

Gary Levy, Chairman Newmarket Town Council

A True Copy Attest: _____

Donna Dugal, Town Clerk

TOWN OF NEWMARKET, NEW HAMPSHIRE
By the Newmarket Town Council
Resolution #2013-2014-19
Adopting the Revised Personnel Policy

WHEREAS the Town Administrator and Town Attorney has prepared revisions to the Town's Personnel Policy, and

WHEREAS the Town Council has reviewed the proposed amendments and revisions.

NOW THEREFORE LET IT BE RESOLVED by the Newmarket Town Council that the Personnel Policy last amended April 20, 2011 is repealed and the Personnel Policy as proposed to the Town Council on August 21, 2013.

First Reading Date: September 4, 2013
Second Reading Date:
Final Action by Council:

Approved: _____
Gary Levy, Chairman Newmarket Town Council

A True Copy Attest: _____
Donna Dugal, Town Clerk



**Town of Newmarket, New Hampshire
Town Council Business Meeting
September 4, 2013 7:00 p.m.
Council Chambers**

7. New Business/Correspondence (continued)

c. Correspondence to the Town Council

d. Closing Comments by Town Councilors

8. Adjournment