



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

**WEDNESDAY, JANUARY 3, 2018, 7:00PM
NEWMARKET TOWN HALL COUNCIL CHAMBERS**

1. **Pledge of Allegiance**
2. **Public Forum** (*Public Forum is an opportunity for the public to address the Town Council. All comments should be addressed to the Chair of the Council. No person will be allowed to speak longer than five (5) minutes.*)
3. **Public Hearing – None**
4. **Town Council to Consider Acceptance of Minutes**
 - a. December 20, 2017 Regular Meeting Minutes
 - b. December 20, 2017 Non-Public Meeting Minutes
5. **Report of the Town Administrator**
6. **Committee Reports**
7. **Old Business**
 - a. **Resolutions/Ordinances in the 2nd Reading**
 - i. **Resolution #2017/2018-24** – *Authorizing the Town Administrator enter into a contract with Educational Consultants for Town Hall Security improvements.*
 - ii. **Resolution #2017/2018-25** – *Authorizing the Town Administrator enter into an agreement with Energy Efficient Investments, Inc. to conduct no cost energy auditing.*
 - iii. **Resolution #2017/2018-26** – *Authorizing the Town Administrator enter into a contract with Securadyne Systems for Community Center safety and security improvements.*
 - iv. **Resolution #2017/2018-27** – *Replacement of Channel 13 Broadcast Equipment.*
 - b. **Resolutions/Ordinances in the 3rd Reading – None**
 - c. *** Items Laid on the Table –**
 - i. **Resolution #2015/2016-52** – *Resolution Authorizing the Designation of a portion of Rt. 152 as an Economic Recovery Zone (This Resolution is tabled from the June 15, 2016 Council Meeting pending Planning Board action).*
8. **New Business/Correspondence**
 - a. Town Council to Consider Nominations, Appointments and Elections - None

b. Resolutions/Ordinances in the 1st Reading

i. **Ordinance No. 2 – 2017/2018** –*Amendments to Chapter 30 of the Code of the Town of Newmarket, New Hampshire; Allowing Permitted Parking In Certain Lots*

c. Correspondence to the Town Council

d. Closing Comments by Town Councilors

e. Next Council Meeting – January 17, 2017

9. Adjournment

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6 **TOWN OF NEWMARKET, NEW HAMPSHIRE**
7 **TOWN COUNCIL REGULAR MEETING**

8 **December 20, 2017 7:00 PM**

9 **TOWN COUNCIL CHAMBERS**
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12 **PRESENT:** Council Chairman Dale Pike, Council Vice Chairman Toni Weinstein, Councilor Amy Thompson,
13 Councilor Kyle Bowden, Councilor Amy Burns, Councilor Gretchen Kast
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15 **EXCUSED:** Councilor Casey Finch
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17 **ALSO PRESENT:** Town Administrator Steve Fournier, Environmental Services Director Sean Greig, Facilities
18 Director Greg Marles, Finance Director Lisa Ambrosio
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20 **AGENDA**
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22 Chairman Dale Pike welcomed everyone to the December 20, 2017 Newmarket Town Council Meeting
23 and called the meeting to order at 7:06 pm, followed by the Pledge of Allegiance.
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25 Vice-Chair Weinstein made a motion to seal the minutes of the Non-Public Meeting which was seconded
26 by Councilor Bowden. Town Administrator Fournier polled the Council and the motion to seal the minutes
27 of the Non-Public Meeting was approved by a vote of 6-0.
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29 **PUBLIC FORUM**
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31 Chairman Pike opened the Public Forum at 7:07 pm.
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33 Monica Christofili said she had submitted her application last week to be a Newmarket Representative on
34 the Lamprey River Advisory Committee, and wanted to read her background description. She said her
35 professional background included 10 years of instructing College Writing and also included freelancing
36 and volunteering. She said she was a member of Newmarket's Record Retention Committee and co-
37 organized Mindful Mondays, which was an ad-hoc lecture series in Newmarket for discussion of issues of
38 environmental and social justice. She said she learned a great deal about Newmarket's watershed and the
39 Lamprey River, and observed municipal meeting protocol and became a board member of the NH

Community Rights Network. She said she attended a Lamprey River Advisory Committee meeting and looked forward to serving on that committee.

Ms. Christofili also provided an update on the Newmarket Rights Based Ordinance effort, and said they were still an ad-hoc group but intended to become incorporated as the Alliance for Newmarket Citizens and Ecosystem Rights.

Chairman Pike closed the Public Forum at 7:10 pm.

PUBLIC HEARING – None

TOWN COUNCIL TO CONSIDER ACCEPTANCE OF MINUTES

Acceptance of the Minutes of the Non-Public Meeting of December 6, 2017

Vice-Chair Weinstein made a motion to approve the minutes of the Non-Public Meeting of December 6, 2017 which was seconded by Councilor Thompson.

Town Administrator Fournier polled the Council and the minutes of the Non-Public Meeting of December 6, 2017 were approved by a vote of 5-0, with 1 abstention.

Acceptance of the Minutes of the Regular Meeting of December 6, 2017

Vice-Chair Weinstein made a motion to approve the minutes of the Regular Meeting of December 6, 2017, which was seconded by Councilor Thompson.

Town Administrator Fournier polled the Council and the minutes of the Regular Meeting of December 6, 2017, were approved by a vote 6-0.

REPORT OF THE TOWN ADMINSTRATOR

Town Administrator Fournier said he wanted to give an update on the **Municipal Budget Committee Public Hearing** on Monday, December 18th. He said the FY2018/19 Town Budget was approved unanimously as the Town Council approved it, and it would go on the Ballot as well as the contract with the Police Union.

Town Administrator Fournier said he would also be introducing an Ordinance at the next meeting with regard to requests for **Leasing Parking Spaces**, and said he had spoken with the Public Works Director, the Police Chief, and the Recreation Director. He said with the Beech Street Senior Center coming to Town there were parking spaces available there that could be leased, and he said was going to amend Chapter 30 of the Ordinance to recommend the leasing of parking spaces. He explained that people parked in the lot between the hours of 1-5 am would get a ticket unless they had permits.

Town Administrator Fournier said at the end of November the **FY2018 Budget** was 45% expended, which was normal. He said Fire Overtime was higher at 62% due to stipends paid for weekend coverage, and he was monitoring it along with the Fire Chief. He said Revenues were doing fine and the Town had currently collected \$612,314 in Motor Vehicle Registrations, a slight increase over last year. He said Eversource had taken a tour of the **Wastewater Treatment Facility** to see energy efficiency measures that were installed as part of the design, and said they would be able to get \$62,220 in rebates for the Town which will come back as cash.

Town Administrator Fournier said he wanted to let the Council know that Town Books were being reviewed with regard to **Uncompensated Absences**. He said currently the Town would owe \$327,412 for liability for Uncompensated Absences, which was what would be owed employees in earned time if the Town were to shut down. He said 12 employees were eligible for retirement in the coming year with current liability at approximately \$110,000, and said the Capital Reserve Fund set up for that had approximately \$10,000 and the rest would have to come from the General Budget.

Town Administrator Fournier provided an update on the **MS-4 Lawsuit**, and said he had a conference call yesterday and it was moving forward and he should have more information by the end of the month. He wished everyone the happiest holidays and Merry Christmas.

Discussion: Vice-Chair Weinstein asked about the funds from the rebate and said she assumed they would be returned to Wastewater. Town Administrator Fournier said they would. Vice-Chair Weinstein also commented that the reduction in the nitrogen levels had been incredible.

COMMITTEE REPORTS

Councilor Burns stated that the *Planning Board* had met but everything being discussed was continued until the next meeting.

OLD BUSINESS

ORDINANCES AND RESOLUTIONS IN THE 2ND READING

Resolution #2017-2018-19 Total Nitrogen Control Plan – An Engineering Contract for Water Demand and Wastewater Capacity Buildout Analysis for the Environmental Services Department

Vice-Chair Weinstein made a motion to approve *Resolution #2017-2018-19 Total Nitrogen Control Plan – An Engineering Contract for Water Demand and Wastewater Capacity Buildout Analysis for the Environmental Services Department* which was seconded by Councilor Thompson.

Environmental Services Director Sean Greig stated that the Total Nitrogen Plan was a requirement by Administrative Order to provide nitrogen tracking with a Nitrogen Control Plan by December 2022, and have a report ready to state whether the Town would go to 3 mg/L or stay at the less stringent 8 mg/L. He said there were not a lot of companies in the area doing this work but that Wright-Pierce was currently doing it with Exeter.

Environmental Services Director Greig said he sent out an RFQ with an outline of what they were looking for to 20-25 firms and had 3 returned: Hoyle Tanner & Associates, Underwood Engineers, and Wright-Pierce Engineers. He said he put together a team to do the interviews consisting of himself, the Town Planner, the Facilities Director, and the Public Works Director who were all part of the MS-4. He said one proposal did not follow the RFP (Hoyle Tanner) and Underwood Engineers really had no experience, but that Wright-Pierce did have experience. He said the 2 bids were roughly \$14,000 apart and they asked Underwood to provide specific scope and details of what they were going to do.

Environmental Services Director Greig said they were now down to approximately 5 mg/L, and could perhaps remove more nitrogen at a lesser cost in doing it as a non-point source. He said Wright-Pierce added roughly \$14,000 for that piece into their proposal, and the group felt that with that subtracted out it was pretty much the same as what Underwood was doing. He said they decided to go with Wright-Pierce.

Discussion: Vice-Chair Weinstein asked how all this tied in with the coalition. Town Administrator Fournier said there were 2 different things: (1) to get the nitrogen level down in the Bay and a plan for that, and (2) the MS-4 Coalition. He said the Town's argument was that their permit should not be the same as Massachusetts and the regulations should fit New Hampshire. Environmental Services Director Greig said this plan would look at being able to make choices on where they remove the nitrogen, and eventually they would not need to do any more for the MS-4 or add carbon to the Wastewater Treatment Plant to reduce more nitrogen.

Chairman Pike said Underwood was the engineering firm of record for the Town, and in this case they bid for some more specialized work. Environmental Services Director Greig said they looked at projects and decided whether to use Underwood or to go out and look for more expertise, and said Underwood was a team of 50 and Wright-Pierce a team of 200.

Town Administrator Fournier polled the Council and Resolution #2017-2018-19 *Total Nitrogen Control Plan – An Engineering Contract for Water Demand and Wastewater Capacity Buildout Analysis for the Environmental Services Department* was approved by a vote of 6-0.

Resolution #2017/2018-21 Authorizing the Town Administrator to enter into a Contract with Patriot Mechanical to make Repairs to Town Hall Heating System and Fresh-Air Intakes

Vice-Chair Weinstein made a motion to approve Resolution #2017/2018-21 *Authorizing the Town Administrator to enter into a Contract with Patriot Mechanical to make Repairs to Town Hall Heating System and Fresh-Air Intakes* which was seconded by Councilor Bowden.

Facilities Director Greg Marles said the Town Hall had several leaks in the heating system, piping was uninsulated in some areas, and the water leaks had reduced the level of antifreeze. He said they needed to repair the leaks, recharge the antifreeze, and flush the system, and they also had problems with the fresh-air intakes.

Discussion: Councilor Thompson asked what maintenance contracts the Town had, and Facilities Director Marles said they had a maintenance contract with Thermodynamics for preventative maintenance only and not for repairs. Councilor Thompson said if they had a PM contract for this building, they should have found these problems. Facilities Director Marles said he had inspected the system and found some things that should have been taken care of by regular maintenance through a reporting aspect which did not happen. He said they also ran into this during the summer with the AC system and were brought back to do it again at no cost.

Facilities Director Marles said the Town had a bid opening tomorrow for the service contract for the Town Facilities which was put out several weeks ago, and they currently had 2 sealed bids. Town Administrator Fournier said the service company knew the Town was unhappy with their performance. Vice-Chair Weinstein asked about the overall health of the Town Hall boiler. Facilities Director Marles felt it was in rough shape and he had spoken with the Business Manager about the consumption of oil due to leaks and no energy control system. He said there was a resolution for a first read tonight to engage a company to do an Energy Audit, possibly towards a potential Performance Contract.

Town Administrator Fournier polled the Council and Resolution #2017/2018-21 Authorizing the Town Administrator to enter into a Contract with Patriot Mechanical to make Repairs to Town Hall Heating System and Fresh-Air Intakes was approved by a vote of 6-0.

Resolution #2017/2018-22 Authorizing the Town Administrator to sign a Contract with Wright-Pierce for Engineering Services to perform Construction Administration and Oversight for the Wastewater Treatment Plan Improvements Project

Vice-Chair Weinstein made a motion to approve Resolution #2017/2018-22 Authorizing the Town Administrator to sign a Contract with Wright-Pierce for Engineering Services to perform Construction Administration and Oversight for the Wastewater Treatment Plan Improvements Project which was seconded by Councilor Thompson.

Environmental Services Director Greig said when this project started they were looking at a 40-year old plant that had more needs than funds available. He said they did not think they would have enough money to do all they wanted to do and did bid alternatives to get the best dollar value for the Town. He said Wright-Pierce did such a good job of saving money they had funds left over to do more, including a new roof for 2 of the buildings, but they would have to give the contractor more time. He said they had this money as grant money and they had to spend \$10.3 million to get it. He said they needed Wright-Pierce to continue oversight and things they did not expect to get.

Town Administrator Fournier polled the Council and Resolution #2017/2018-22 Authorizing the Town Administrator to sign a Contract with Wright-Pierce for Engineering Services to perform Construction Administration and Oversight for the Wastewater Treatment Plan Improvements Project was approved by a vote of 6-0.

ORDINANCES AND RESOLUTIONS IN THE 3RD READING – None

ITEMS LAID ON THE TABLE

Resolution #2015/2016-52 *Authorizing the Designation of a Portion of Route 152 as an Economic Recovery Zone.* (This Resolution is tabled from the June 15, 2016 Council Meeting pending Planning Board action.)

Resolution #2017/2018-18 *Resolution Authorizing the Town Administrator to enter into an Agreement with Tyler/Munis for Integrated Municipal Financial Software and to enter into an Agreement with Interware to provide for an Updated Motor Vehicle Module not part of the Tyler/Munis Software Package.* (Tabled from the December 6, 2017 Town Council meeting pending additional information.)

Town Administrator Fournier requested the Town Council to remove Resolution #2017/2018-18 from the table.

Vice-Chair Weinstein made a motion to remove from the table which was seconded by Councilor Burns. Town Administrator Fournier polled the Council and the motion to remove Resolution #2017/2018-18 from the table was approved by a vote of 6-0.

Discussion: Town Administrator Fournier said this was the resolution that was before the Council at the last meeting for the Financial Software, and there had been a request for more information. Councilor Thompson stated that this was clearly a great deal of money, and asked if it was the only way to go based on what they currently had. Town Administrator Fournier said the software they had was no longer being serviced and was approaching the end of its life. Councilor Thompson asked if this system would be compatible with the School, and Town Administrator Fournier said it was the same company, but the School was more receiving money while the Town was more billing. He said the system included other modules for other departments and they decided financing was the best option.

Councilor Bowden asked why the bid from Interware was not robust enough, and Town Administrator Fournier said it did not respond to the RFP for accounting system software. Finance Director Lisa Ambrosio said the Interware software was also significantly out-of-date with upgrades as well, and said she could not support Interware Development. Town Administrator Fournier stated that he and the former Finance Director started this project 2 years ago, and said Tyler-Munis was by far the best everyone could work with.

Councilor Burns said she understood that this was a base layer of technology to which they would add modules based on needs. She questioned the amount of implementation hours listed in the description. Finance Director Ambrosio said the hours were estimated and would result in savings if not needed. Councilor Burns asked if they were customizing the system for Newmarket, and Town Administrator Fournier said they were not but had to bring the data over. Councilor Kast said she guessed the value was compliance with government grades, and Finance Director Ambrosio agreed and said it was compliance for record retention. She said the figure for data conversion was to actually move the data from the other system into Tyler-Munis.

Town Administrator Fournier said they had to bring all the data over, and Finance Director Ambrosio said the data for New Hampshire retirement had to be kept for several years. Councilor Kast asked if there

were other efficiencies and Town Administrator Fournier said there definitely were and said he would be able to pull up whatever data he needed. Finance Director Ambrosio said this system would allow real-time information to be available and could be set up for different allocations. Councilor Kast asked if there would be more services the Town could provide with the new software, and Finance Director Ambrosio said they would be able to do the payroll electronically in the system and allow employee self-service and Human Resources.

Town Administrator Fournier said there might be time for more services internally but not externally. Finance Director Ambrosio said it was a Cloud-based system, and Town Administrator Fournier said purchase order approval and time reporting would be digital. Councilor Bowden pointed out that with a Cloud-based system they would no longer be paying to power the current on-site servers. Finance Director Ambrosio said she had spoken with the IT Director about that because they were also implementing a new phone system.

Councilor Burns asked if the implementation would be done on-site or remotely, and Town Administrator Fournier said he felt there would always be some on-site work. Councilor Thompson asked about a lifespan for the product and Town Administrator Fournier felt it would last about 15 years. Councilor Bowden asked if they would own the equipment after the 7-year lease and Town Administrator Fournier said they would. Councilor Bowden said they could have a dollar buyout at the end for a much lower rate.

Town Administrator Fournier polled the Council and *Resolution #2017/2018-18 Resolution Authorizing the Town Administrator to enter into an Agreement with Tyler/Munis for Integrated Municipal Financial Software and to enter into an Agreement with Interware to provide for an Updated Motor Vehicle Module not part of the Tyler/Munis Software Package* was approved by a vote of 5-1.

NEW BUSINESS /CORRESPONDENCE

TOWN COUNCIL TO CONSIDER NOMINATIONS, APPOINTMENTS AND ELECTIONS

Lamprey River Advisory Committee

Candidate: *Gerard Martin – Term: 3 years*

Vice-Chair Weinstein made a motion to approve the nomination of *Gerard Martin* to the DES for the *Lamprey River Advisory Committee* for a 3-year term, which was seconded by Councilor Bowden.

Discussion: Vice-Chair Weinstein said there were 3 nominees for the Lamprey River Advisory Committee and asked if there were only 2 positions. Town Administrator Fournier said for clarification the councilors were not approving the candidates but nominating them to the DES.

Town Administrator Fournier polled the Council and the motion to nominate the *Gerard Martin* to the DES for the *Lamprey River Advisory Committee* was approved by a vote of 6-0.

Lamprey River Advisory Committee

Candidate: *Monica Christofili – Term: 3 years*

Vice-Chair Weinstein made a motion to nominate *Monica Christofili* to the DES for the *Lamprey River Advisory Committee* which was seconded by Councilor Kast.

Town Administrator Fournier polled the Council and the motion to nominate *Monica Christofili* to the DES for the *Lamprey River Advisory Committee* was approved by a vote of 6-0

Lamprey River Advisory Committee

Candidate: *Cris Blackstone* – Term: 3 years

Vice-Chair Weinstein made a motion to nominate *Cris Blackstone* to the DES for the *Lamprey River Advisory Committee* which was seconded by Councilor Burns.

Town Administrator Fournier polled the Council and the motion to nominate *Cris Blackstone* to the DES for the *Lamprey River Advisory Committee* was approved by a vote of 6-0

Conservation Commission

Candidate: *Cris Blackstone* – Term to expire March 2019

Vice-chair Weinstein made a motion to approve the nomination of *Cris Blackstone* as a member of the *Conservation Commission* which was seconded by Councilor Thompson.

Town Administrator Fournier polled the Council and the nomination of *Cris Blackstone* as a member of the *Conservation Commission* was approved by a vote of 6-0.

ORDINANCES AND RESOLUTIONS IN THE 1ST READING

Resolution #2017/2018-24 Authorizing the Town Administrator to enter into a Contract with Educational Consultants for Town Hall Security Improvements

Chairman Pike read Resolution #2017/2018-24 Authorizing the Town Administrator to enter into a Contract with Educational Consultants for Town Hall Security Improvements in full.

Resolution #2017/2018-25 Authorizing the Town Administrator to enter into an Agreement with Energy Efficient Investments, Inc. to Conduct No-Cost Energy Auditing

Chairman Pike read Resolution #2017/2018-25 Authorizing the Town Administrator to enter into an Agreement with Energy Efficient Investments, Inc. to Conduct No-Cost Energy Auditing in full.

Resolution #2017/2018-26 Authorizing the Town Administrator to enter into a Contract with Securadyne Systems for Community Center Safety and Security Improvements

Chairman Pike read Resolution #2017/2018-26 Authorizing the Town Administrator to enter into a Contract with Securadyne Systems for Community Center Safety and Security Improvements in full.

Resolution #2017/2018-27 Replacement of Channel 13 Broadcast Equipment

Town Administrator Fournier read Resolution #2017/2018-27 Replacement of Channel 13 Broadcast Equipment in full.

CORRESPONDENCE – None

CLOSING COMMENTS

Vice-Chair Weinstein asked about lighting in the Beech Street parking lot which was being considered for leased parking spaces. Town Administrator Fournier first provided an update on the LED project, and said they were 32% done as of today and would finish up after the holidays. He said he would have them take a look at the Beech Street lighting at that time. Vice-Chair Weinstein said at their last meeting they had also discussed the possibility of talking with the Newmarket Business Association about parking. Town Administrator Fournier said he spoke with the head of the NBA Monday and would get back to her at a later date.

Councilor Bowden said his daughter had brought in a hypodermic needle found by their mailbox. He said they were everywhere and children needed to be taught not to pick them up. He said he called the Police and they came right away to pick it up.

Chairman Pike said this concluded the last Town Council meeting of 2017 and thanked everyone for a cordial and productive year.

NEXT MEETING: The next Regular Town Council Meeting will be held on January 3, 2018

ADJOURNMENT

Chairman Pike adjourned the meeting at 8:17 pm.

Respectfully submitted,

Patricia Denmark, Recording Secretary



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

REPORT OF THE TOWN ADMINISTRATOR
January 3, 2018

Christmas Snow Storm: I wanted to publicly thank the Public Works and Environmental Services department for their efforts during the Christmas storm. While many people are aware of the storm and snow removal all day on Christmas, many do not know that the crews were called in for a water main break on Christmas Eve at 9PM. They worked through the night and finished when the snow started.

I received many compliments on the condition of our roads and wanted to share this information.

ONGOING PROJECTS

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

Dispatch Services: Newfields is finalizing the agreement. We should have it before the Town Council in February for a vote.

Town Hall Renovations: Council Chambers renovations will begin shortly.

LED Lighting: Lights are being installed. There was a delay due to weather.

NHDOT v Town of Newmarket: No updates.

Respectfully Submitted,



Stephen R. Fournier
Town Administrator



TOWN OF NEWMARKET, NEW HAMPSHIRE
By the Newmarket Town Council

Resolution 2017/2018 - 24

Authorizing the Town Administrator enter into a contract with Educational Building Consultants for Town Hall Security improvements:

- WHEREAS:** it has been determined that Town Hall requires additional safety and security measures to better protect staff, visitors and taxpayers, and
- WHEREAS:** the Director of Facilities requested proposals from the current contractor doing safety and security upgrades to Town Hall, and
- WHEREAS:** The Town received written proposals for the requested services, and
- | | |
|----------------------------------|-------------|
| Educational Building Consultants | \$10,100.00 |
|----------------------------------|-------------|
- WHEREAS:** the Town Administrator recommends that the Town enters into an agreement with Educational Building Consultants,

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

The Town Council authorizes the Town Administrator to enter into an agreement with Educational Building Consultants to make safety and security improvements to Town Hall in the amount of \$10,100.00 utilizing funds from the Building Improvement Capital Reserve Fund.

First Reading: December 20, 2017

Second Reading: January 3, 2018

Approval:

Approved: _____
Dale Pike, Chair Town Council

A True Copy Attest: _____
Terri Littlefield, Town Clerk



Town Hall
186 Main Street
Newmarket, NH 03857

Tel: (603) 659-3617
Fax: (603) 659-8508

Founded December 15, 1727
Chartered January 1, 1991

TOWN OF NEWMARKET, NEW HAMPSHIRE

STAFF REPORT

DATE: December 5, 2017

TITLE: Resolution #2017/2018-24 Town Hall Security Improvements

PREPARED BY: Greg Marles, Director of Facilities

TOWN ADMINISTRATOR'S COMMENTS – RECOMMENDATION:

I recommend passage of this resolution.

BACKGROUND: The Police Chief requested a meeting with the Town Administrator and Director of Facilities to review additional safety and security improvements necessary to protect the staff, visitors, and taxpayers at Town Hall. The scope of work was defined and refined to meet the requests and recommendations by the Police Chief.

DISCUSSION: Given the need to continually look at safety and security improvements to our facilities it becomes necessary to address concerns brought forward. These improvements are the next steps in creating the safe and secure environment within Town Hall which has many visitors a day working with our staff from registering vehicles, paying tax bills, working with codes and planning, finance department, to the SAU offices.

FISCAL IMPACT: We requested proposals for safety and security improvements as requested and recommended by the Police Chief with the current vendor doing improvement within Town Hall.

Educational Building Consultants

\$10,100.00

RECOMMENDATION: We recommend moving forward with the safety and security improvements as requested utilizing funds from the Building Improvement Capital Reserve Fund.

ATTACH ALL PERTINENT DOCUMENTS TO SUPPORT THE REQUEST.



TOWN OF NEWMARKET, NEW HAMPSHIRE
By the Newmarket Town Council

Resolution 2017/2018 - 25

Authorizing the Town Administrator enter into an agreement with Energy Efficient Investments, Inc. to conduct no cost energy auditing:

- WHEREAS:** it has been determined that our Town and School Facilities may not be operating efficiently consuming excess fuel, oil, electricity, and water requiring improvements to our infrastructure to address these issues. In order to identify these issues and opportunities a full energy audit should be conducted utilizing an Energy Services Contracting Organization, and
- WHEREAS:** the Director of Facilities requested proposals from Energy Services Contracting Organization, and
- WHEREAS:** The Town received two (2) submissions:
- Siemens Building Technology of Scarborough Maine
- Energy Efficient Investments of Merrimack, New Hampshire, and
- WHEREAS:** the Town Administrator recommends that the Town enters into an agreement with Energy Efficient Investments of Merrimack, New Hampshire to conduct a no cost audit for the Town and School facilities

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

The Town Council authorizes the Town Administrator to enter into an agreement with Energy Efficient Investments, Inc. to conduct an audit with no funding required and that Energy Efficient Investments, Inc. provides a listing of recommended Performance Contracting based projects. No fiscal impact is required to conduct the energy audit and the Council and the School Board are not required to enter into a Performance Contract as a part of this agreement. The Town Council and School Board will be provided with recommended Performance Contracting solutions as a part of a separate resolution should it be deemed viable for Town and School facilities.

First Reading: *December 20, 2017*

Second Reading: *January 3, 2018*

Approval:

Approved: _____
 Dale Pike, Chair Town Council

A True Copy Attest: _____
 Terri Littlefield, Town Clerk



Town Hall
186 Main Street
Newmarket, NH 03857

Tel: (603) 659-3617
Fax: (603) 659-8508

Founded December 15, 1727
Chartered January 1, 1991

TOWN OF NEWMARKET, NEW HAMPSHIRE

STAFF REPORT

DATE: December 5, 2017

TITLE: Resolution #2017/2018-25 Energy Service Contracting Organization and Facilities Auditing

PREPARED BY: Greg Marles, Director of Facilities

TOWN ADMINISTRATOR'S COMMENTS – RECOMMENDATION:

I recommend passage of this resolution.

BACKGROUND: We created a Request for Qualifications (RFQ) for Energy Service Contracting Organizations to provide the Town and Schools with submissions to possibly engage with the Town and Schools for Performance Contracting services. August 8, 2017 a legal ad was placed in the newspapers, a RFQ was posted on the Town and School websites, and we submitted the RFQ to construction reporting services. On September 9, 2017 we conducted a proposal opening with two (2) submissions being received: Siemens Building Technology of Scarborough, Maine and Energy Efficient Investments, Inc. of Merrimack, New Hampshire. A committee was formed and met for the first time on October 11, 2017 and again on November 7, 2017 deciding that we would interview both firms. November 29, 2017 interviews were scheduled and confirmed with the two (2) companies in writing prior. Both contractors were provided with a list of questions that the committee would be asking during the interview process. The first scheduled interview did not show up to their scheduled interview; they were contacted via telephone call during the time of the scheduled interview stating they had a different time scheduled. A review of the emails confirmed that the time we had scheduled was correct and was confirmed in writing from the contractor. We conducted the second interview scheduled and based on the results from the interview the committee decided that it would like to move forward with recommending the contractor to the Town Council and School Board.

DISCUSSION: Given only receiving two (2) responses from our original posting and the second company not showing up for their scheduled interview; it was decided that based on the second company's responses to the questions during the interview they would be recommending Energy Efficient Investments Inc. of Merrimack, New Hampshire to the Town Council and School Board. Energy Efficient Investments Inc. additionally does not charge any fees to conduct the full energy audit and we are not required to engage with them for improvements if we choose not to move forward with a Performance Contract. Many of our neighboring communities have used Energy Efficient Investments Inc. such as Manchester, Portsmouth, Hanover, Plymouth, and Franklin to

name a few.

FISCAL IMPACT: We do not have a financial impact by engaging with Energy Efficient Investments, Inc. to provide us with a full audit of all Town and School facilities as they provide this part of the service at no cost to the Town and Schools. Possible improvements to our facilities if we choose to do so would be submitted for Town Council and School Board for approval based on the Performance Contracting format of improvements based on energy saving results.

RECOMMENDATION: We recommend moving forward with the the full audits at no cost to the Town or Schools with Energy Efficient Investments, Inc. of Merrimack, New Hampshire..

ATTACH ALL PERTINENT DOCUMENTS TO SUPPORT THE REQUEST.



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

Resolution 2017/2018 - 26

Authorizing the Town Administrator enter into a contract with Securadyne Systems for Community Center safety and security improvements

WHEREAS: it has been determined that the Community Center requires safety and security measures to better protect staff, visitors and taxpayers, and

WHEREAS: the Director of Facilities requested a proposal from our security contractor regarding improvements at the Community Center, and

WHEREAS: The Town received a written proposal for the requested services, and

Securadyne Systems (installation) \$17,236.96

Securadyne System (recurring service agreement annually) \$1,207.00

WHEREAS: the Town Administrator recommends that the Town enters into an agreement with Securadyne Systems,

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

The Town Council authorizes the Town Administrator to enter into an agreement with Securadyne Systems to make safety and security improvements to the Community Center in the amount of \$17,236.96 with funding from the Building Improvement Capital Reserve Fund and the Recreation Building Capital Reserve Fund with the cost split equally between the two (2) funds. The recurring service agreement costs will be covered utilizing regular operating funds. The current balance in the Building Improvement Capital Reserve is \$182,278.00 and the Recreation Building Improvement Reserve is \$156,742.00

First Reading: *December 20, 2017*

Second Reading: *January 3, 2018*

Approval:

Approved: _____
Dale Pike, Chair Town Council

A True Copy Attest: _____
Terri Littlefield, Town Clerk



Town Hall
186 Main Street
Newmarket, NH 03857

Tel: (603) 659-3617
Fax: (603) 659-8508

Founded December 15, 1727
Chartered January 1, 1991

TOWN OF NEWMARKET, NEW HAMPSHIRE

STAFF REPORT

DATE: December 6, 2017

TITLE: Resolution #2017/2018-26- Access and security improvements

PREPARED BY: Greg Marles, Director of Facilities

TOWN ADMINISTRATOR'S COMMENTS – RECOMMENDATION:

I recommend passage of this resolution.

BACKGROUND: As we continue to expand our access and security systems our next facility is the Community Center (recreation) to make safety and security improvements. The access and security systems will operate on the same backbone that was created for the town hall, thus only requiring the on-site equipment to be installed and not additional software or head end equipment. Please note pursuant to RSA 91-A:3 (g) security, certain aspects of this project must remain confidential.

DISCUSSION: Given that we have created the backbone of the operating system and continued improvements on our safety and security measures we are proposing to expand the system to cover the Community Center Facility. The safety and security system is a proprietary based system so we do work with a single vendor to perform the installation and programming. Additionally, it is very important to limit access to our systems for security reasons. Securadyne systems has provided us with a proposal for this project at a cost of \$17,236.96. Our annual service agreement cost is \$1,207.00

FISCAL IMPACT: The financial impact is \$17,236.96 as a one time cost and the recurring service agreement cost is \$1,207.00 annually. The funds for this project will be paid by the Building Improvement Capital Reserve Fund and the Recreation Building Improvement Capital Reserve fund splitting the costs between these two (2) funds equally.

RECOMMENDATION: We recommend moving forward with this project increasing our safety and security measures within the town facilities

ATTACH ALL PERTINENT DOCUMENTS TO SUPPORT THE REQUEST.

STAFF REPORT

CHARTERED JANUARY 1, 1991

FOUNDED DECEMBER 15, 1727



TOWN OF NEWMARKET, NEW HAMPSHIRE
By the Newmarket Town Council

Resolution #2017/2018 - 27
Replacement Channel 13 Broadcast Equipment

WHEREAS, Channel 13 and its associated streaming services is a valuable asset used in keeping the citizens of the Town informed, and

WHEREAS, we have had many issues in the last year with the quality of recordings, and in some cases the complete failure of recordings, and failures in broadcasting from remote locations like High School graduations and Town Meetings held at the High School and

WHEREAS, we have requested quotes from three reputable providers of broadcast equipment that can handle what we are doing today as well as position us successfully for the future.

NOW, THEREFORE, LET IT BE RESOLVED, that the Town Administrator should enter into a contract with TelVue Corporation for the purchase of necessary broadcast equipment and services to resolve issues with the current setup and provide us with a solid future, for the amount of \$29,953.70 to be taken from the Channel 13 Capital Reserve Fund.

First Reading: December 20, 2017

Second Reading: January 3, 2018

Approval:

Approved: _____
Dale Pike, Chair Newmarket Town Council

A True Copy Attest: _____
Terri Littlefield, Town Clerk



TOWN HALL
186 MAIN STREET
NEWMARKET, NH 03857

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

FOUNDED DECEMBER 15, 1727
CHARTERED JANUARY 1, 1991

TOWN OF NEWMARKET, NEW HAMPSHIRE

STAFF REPORT

DATE: December 8, 2017

TITLE: Resolution #2017/2018-27 – Updates to Channel 13

PREPARED BY: Doug Poulin, IT Director

TOWN ADMINISTRATOR'S COMMENTS – RECOMMENDATION:

I recommend passage of this resolution.

BACKGROUND: Channel 13 has been one of the main ways citizens stay in touch with what is going on in Town. As technology has progressed, we have expanded that with streaming, video on demand, and other aspects. Most of the equipment in the Channel 13 studio is at least 15 years old, and has been there since the station went on the air. Some of this equipment is not compatible with today's technologies, and some is failing due to age and cannot be replaced since these devices are no longer profitable to manufacture.

DISCUSSION: Given the need to keep citizens properly informed of Town events, Channel 13 and its Internet relations have become indispensable. Unfortunately, recent failures are forcing us to provide service of a quality that is unacceptable, and at times non-existent. Newer equipment greatly simplifies the process, and expands on opportunities for the public.

FISCAL IMPACT: We have received three (3) proposals:

Telvue Corporation (Telvue System)	\$29,953.70
Access/AV (Castus System)	\$22,877.00
G&G Technologies (TightRope System)	\$36,774.00

RECOMMENDATION: We recommend engaging with a contract with Telvue Corporation as the system allows remote broadcasting (unlike the Castus System) and provides 24/7 support. In addition, there are several local vendors who can provide support and training on the Telvue.

DOCUMENTS ARE ATTACHED

G & G TECHNOLOGIES, INC.

280 N. MIDLAND AVENUE
BUILDING F, SUITE 202
SADDLE BROOK, NJ 07663
(201) 791-1400 FAX (201) 791-1401
www.ggvideo.com email: staff@ggvideo.com

Quote

Date Quote #

9/11/2017 4524

Bill To

Newmarket Community Access TV
2 Terrace Dr
Newmarket, NH 03857
Att: Timothy Cremmen

Ship To

P.O. No.	Terms	Salesperson	F.O.B.
TBD	Net 15	PP	Ship Pt

Item	Description	Ordered	Shipped	Price	Total
CBL-FLEX2-340	TRMS SERVER UPGRADE Tightrope CBL-FLEX2-340 2 channel configurable 1x1 or 0x2 SD/HDSI encode/decode, multi-format server with 10TB of RAID5 storage in a 1 RU chassis. Selectable SD or HD SDI with embedded audio. Includes Cablecast Automation and Carousel Server Software. Includes graphics, crawl, bug, bug text on output, 3 year hardware warranty and 6 hours of installation support and training.	1	1	14,195.00	14,195.00T
CBL-FLEX2-HA	Tightrope CBL-FLEX2-HA Annual hardware assurance contract for the CBL-FLEX2-340. First 3 years are included with the purchase. ABOVE PURCHASE OF HARDWARE ASSURANCE FOR 4TH YR INCLUDES 5TH YR AT NO CHARGE	1	1	1,495.00	1,495.00T

Subtotal**Total****Sales Tax (0.0%)**

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Quote

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P.O. No. TBD Terms Net 15 Salesperson PP F.O.B. Ship Pt

Item	Description	Ordered	Shipped	Price	Total
CBL-LIVE-340	Tightrope CBL-LIVE-340 Cablecast Live Streaming Video Server. Single channel H.264 HLS adaptive bit-rate live streaming server in a 1 RU chassis, integrated into Cablecast's user interface and public web interface. Stream is controllable through Cablecast and may be disabled on a per show basis. Includes 3 year hardware warranty and 2 hours of remote installation support and end user training.	1	1	2,495.00	2,495.00T
CBL-LIVE-34...	Tightrope CBL-LIVE-340-HA Annual hardware assurance contract for the CBL-LIVE. First 3 years are included with the purchase. ABOVE PURCHASE OF HARDWARE ASSURANCE FOR 4TH YR INCLUDES 5TH YR AT NO CHARGE	1	1	260.00	260.00T

Subtotal**Total****Sales Tax (0.0%)**

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P.O. No.	Terms	Salesperson	F.O.B.
TBD	Net 15	PP	Ship Pt

Item	Description	Ordered	Shipped	Price	Total
CBL-SVR430-...	Tightrope CBL-SVR430-VOD Cablecast Pro with VOD Web centric head end automation system, integrated video bulletin board software and Cablecast VOD in a 3 rack unit chassis. H.264 VOD streaming to mobile devices and desktops. Redundant power, 6TB RAID5 Content and 1 TB RAID1 OS drives. Requires Cablecast CG330 for Bulletin Board playout. Includes 6 hours of end user training and installation support.	1	1	7,195.00	7,195.00T
CBL-PROVO...	Tightrope CBL-PROVOD-HA Annual hardware assurance contract for the Cablecast Pro VOD Series. First 3 years are included with the purchase. ABOVE PURCHASE OF HARDWARE ASSURANCE FOR 4TH YR INCLUDES 5TH YR AT NO CHARGE	1	1	695.00	695.00T

Subtotal

Total

Sales Tax (0.0%)

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P.O. No.	Terms	Salesperson	F.O.B.
TBD	Net 15	PP	Ship Pt

Item	Description	Ordered	Shipped	Price	Total
CBL-REFLEC...	Tightrope CBL-REFLECT-BND Annual Cloud-based reflection service operating in conjunction with both Cablecast Live and Cablecast VOD servers that provide a virtually unlimited number of live and VOD internet video streams while conserving your internal bandwidth. Includes up to 3 streaming channels.	1	1	1,975.00	1,975.00T
CAR-CG340-S...	Tightrope CAR-CG340-SDI Carousel bulletin board configured for broadcast in a 1RU chassis. SDI and Composite outputs, genlock input, hardware accelerated graphics. All Carousel features as well as interface with the Cablecast schedule for display of "Airs Again On", "Coming up Next" and Cablecast schedule bulletins updated dynamically throughout the day. Includes Carousel Player License, Carousel Channel License, 3 year hardware warranty and 2 hours of remote installation support and end user training.	1	1	3,525.00	3,525.00T

Subtotal

Total

Sales Tax (0.0%)

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P.O. No.	Terms	Salesperson	F.O.B.
TBD	Net 15	PP	Ship Pt

Item	Description	Ordered	Shipped	Price	Total
CAR-CG340-S...	Tightrope CAR-CG340-SDI-HA Annual Hardware Assurance contract for the CBL-CG-SDI. First 3 years are included with the purchase. ABOVE PURCHASE OF HARDWARE ASSURANCE FOR 4TH YR INCLUDES 5TH YR AT NO CHARGE ADDITIONAL HARWARE	1	1	260.00	260.00T
VHUBSMART...	Blackmagic VHUBSMART6G1212 Smart Videohub Router 12X12	1	1	1,240.00	1,240.00T
HDL-MULTIP...	Blackmagic HDL-MULTIP6G/04 Multiview 04	1	1	450.00	450.00T
FS1	AJA FS1 Universal HD/SD Audio/Video Frame Sync/Converter, 1RU	1	1	2,495.00	2,495.00T
VE248H	ASUS VE248H 24-Inch Full-HD LED-lit LCD Monitor with Integrated Speakers, HDMI, D-Sub and DVII with HDCP support	1	1	189.00	189.00T
RM-LCD-PNLK	Middle Atlantic RM-LCD-PNLK 3SP. LCD PNL W/ KNUCKLE	1	1	110.00	110.00T

Subtotal

Total

Sales Tax (0.0%)

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Att: Timothy Cremmen

Ship To**P.O. No.**

TBD

Terms

Net 15

Salesperson

PP

F.O.B.

Ship Pt

Item	Description	Ordered	Shipped	Price	Total
EST SH	FREIGHT CHARGES ARE ESTIMATED AND WILL BE PREPAID AND ADDED TO INVOICE UNLESS OTHERWISE STATED DESIGN AND INSTALLATION SERVICES INCLUDING ALL CABLES, CONNECTORS, MISC EQUIPMENT PROVIDED BY STANDING OAK MEDIA, RANDY VISSER	1	1	195.00	195.00

Subtotal \$36,774.00

Total \$36,774.00

No refunds or exchanges. Manufacturer's warranty applies to all sales. Please keep all boxes and packing materials for 2 weeks after receipt of your order. If you should receive a defective or damaged item, please contact us immediately.

Sales Tax (0.0%) \$0.00

ACCESS A/V

AUDIO • VIDEO • LIGHTING • MOBILE VANS



SALES & INSTALLATIONS

8 Integra Drive • Concord, NH 03301
p- 603 224 2300 • f- 603 224 2308
www.accessavnh.com

Quoted to:
Phone:
Customer:
City, State:

Tim Cremmen
617-777-7639
Town of Newmarket
Newmarket, NH

Quoted by:
Date:
Quote #:

Brad Jett
4/13/2017
BCJ41317

Option 2 CASTUS Option - 1 Server

Quantity	Manufacturer	Model Number	Item Description	Your Price	Total Cost
1	CASTUS	QuickCAST	Single Channel HD Server w/4TB Internal Storage	\$ 9,995.00	\$ 9,995.00
1	Buffalo	Terastation 12TB	12TB NAS Storage	\$ 1,149.00	\$ 1,149.00
1	Blackmagic	CONVMAS2	Analog to SDI Converter	\$ 184.00	\$ 184.00
1	Blackmagic	CleanSwitch12x12	12x12 HD/SDI Router	\$ 1,410.00	\$ 1,420.00
1	Cables+Connectors	Various	RG6/CAT6/AV	\$ 149.00	\$ 149.00
1	CASTUS	QuickStream	VOD and Live Streaming 2TB 1 Year Service	\$ 7,985.00	\$ 7,985.00
1	Installation		See Scope of Work Below	\$ 1,995.00	\$ 1,995.00

TOTAL COST: \$ 22,877.00

Applicable shipping charges are not included in the above total and will be added to your invoice.

Quote Valid Until May 13, 2017

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Distribution of this material without express written permission is strictly prohibited.

Scope of Work:

- Remove existing older analog playback equipment
- Install new HD server. Configure it to work with existing equipment and computers
- Test system for full functionality
- Train users on new features and accessibility
- Assist with network setup.
- Install new VOD and streaming server at customer specified location. Configure it with existing network
- CASTUS Features: Built in slide editor/creator
- Lower 3rd overlays. Built in 4TB storage
- A static IP address is required for the server**



TELVue CORPORATION
16000 HORIZON WAY, SUITE 100
MT. LAUREL, NJ 08054

Quote#: Q-013511
Quote Issued: 4/19/2017
Quote Expiration: 7/31/2017

TelVue Quotation – Confidential	TelVue Contact Information
<p>Prepared for: Timothy Cremmen Newmarket, NH, Channel 13 Studio Coordinator timothy.cremmen@gmail.com (617) 777-7639</p> <p>Ship to address: , NH</p>	<p>Prepared by: Charles Paige TelVue Corporation Email: cpaige@telvue.com Phone: (800) 885-8886 x122 Fax: (856) 866-7411</p> <p>Please use Fax No. to submit signed quote, or email orders@telvue.com</p>

Special Terms
<p>*Prior to signing the quote in indication of your acceptance as a purchase order, please confirm the billing contact information and shipping information above.</p> <p>*If you have any questions please contact your TelVue contact (identified above).</p>

Customer Acceptance
<p>This quote is good for 30 days from date of issue or until any expiration date stated in the special terms field.</p> <p>By signing below, customer accepts quote as purchase order on the above terms:</p> <p>Printed Name: _____ Title: _____</p> <p>Signature: _____ Date: _____</p>

Thank you for your business. The following page contains a quote for TelVue products and services.



WE SHARE YOUR VISION™

TELVue CORPORATION
16000 HORIZON WAY, SUITE 100
MT. LAUREL, NJ 08054

Quote#: Q-013511
Quote Issued: 4/19/2017
Quote Expiration: 7/31/2017

Hardware								
Qty.	Item Name	Description	TC Elig.	List Price	Discount	Sales Price	Unit Net Price	Ext. Net Price
AIO Series								
1.00	HyperCaster AIO B2000-4	All-in-One Digital Broadcast Video Server with 4 HD-SDI ports. 1 Playback + 1 Encode Channel. SDI & IP Switching, Graphics, Scheduling & Automation. 5.5TB RAID 5.	✓	\$14,950.00	15.00%	\$14,950.00	\$12,707.50	\$12,707.50
InfoVue								
1.00	InfoVue Pro	Professional InfoVue Digital Signage player (1RU) rack mount chassis, 120GB SSD storage, HDMI & IP output up to 1080p. Multi-user, Multi-zone, SD/HD, drag and drop simplicity and data feed integration.	✓	\$4,950.00	15.00%	\$4,950.00	\$4,207.50	\$4,207.50
1.00	InfoVue Stick - Preview	InfoVue Stick - Digital Signage preview player. HDMI output with up to 1080p output. WiFi access for content loading. For previewing only - not for production use./TPCL	✓	\$195.00	100.00%	\$195.00	\$0.00	\$0.00
1.00	BARIX	BARIX Instreamer encodes analog audio sources in real time in a configurable format (MP3, PCM, G.711,G.722) and streams via TCP, UDP and Multicast RTP format to configurable destinations. For use with InfoVue HD./TPCL		\$379.00	10.00%	\$379.00	\$341.10	\$341.10
Third Party								
1.00	Black Magic - MINI-SDI-TO-ANALOG	Black Magic SDI to Analog Mini-Converter./TPCL		\$295.00	10.00%	\$295.00	\$265.50	\$265.50
1.00	Black Magic - MINI-ANALOG-TO-SDI	Black Magic Analog to SDI Mini-converter./TPCL		\$295.00	10.00%	\$295.00	\$265.50	\$265.50
1.00	Black Magic - MICRO-HDMI-TO-SDI	Black Magic HDMI to SDI Micro-converter./TPCL		\$85.00		\$85.00	\$85.00	\$85.00
1.00	SG300-10	Cisco SG300-10 10-Port Gigabit Managed Switch./TPCL		\$246.00		\$246.00	\$246.00	\$246.00
TeleCast								
								\$22,525.60



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WE SHARE YOUR VISION™

Hardware								
Qty.	Item Name	Description	TC Elig.	List Price	Discount	Sales Price	Unit Net Price	Ext. Net Price
1.00	TeleCast HD	HD Internet Streaming Encoder, 1 RU, RTMP / H.264 Multi-rate (3 rates max), Six Core i7 CPU, 4 GB RAM, 80 GB Internal Solid State Drive, Dual GigE, Inputs = SD-SDI & HD-SDI	✓	\$4,950.00	15.00%	\$4,950.00	\$4,207.50	\$4,207.50
Third Party								
1.00	MISC-CBL	Misc. Cables / Connectors / Parts./TPCL		\$0.00		\$200.00	\$200.00	\$200.00
								\$22,525.60

Software								
Qty.	Item Name	Description	TC Elig.	List Price	Discount	Sales Price	Unit Net Price	Ext. Net Price
B-Series Optional Items								
1.00	HyperCaster IP Capture	IP Capture Option - Capture HD/SD IP streams on schedule or manually and store as a file for playback or transfer to another device. MPEG-2 TS unicast/multicast/SSM, RTMP, HLS (single rate). Max 2 Captures on B100 and 4 Captures on B1000.	✓	\$1,500.00	15.00%	\$1,500.00	\$1,275.00	\$1,275.00
								\$1,275.00

Cloud Services								
Qty.	Item Name	Description	TC Elig.	List Price	Discount	Sales Price	Unit Net Price	Ext. Net Price
CloudCast								
1.00	Connect - Adaptive Bit Rate 3 Rate VOD Transcoding	Video-On-Demand (VOD) 3 rate adaptive bit rate (ABR), 720p max./TPCL		\$600.00	10.00%	\$600.00	\$540.00	\$540.00
Connect								
1.00	Connect - Broadcast Workflow	Requires Basic Connect CMS. Adds one SD broadcast preset, 250GB transcoding processing, download, automatic Broadcast Server Distribution, 1 Channel./TPCL		\$1,800.00	10.00%	\$1,800.00	\$1,620.00	\$1,620.00
								\$3,780.00



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Cloud Services								
Qty.	Item Name	Description	TC Elig.	List Price	Discount	Sales Price	Unit Net Price	Ext. Net Price
1.00	Connect - CloudCast/Streaming Workflow	Requires Basic Connect CMS. Adds SBR VOD preset, 1 VOD Player. 250GB transcoding processing, 250GB CDN/month, additional 250GB storage. Includes Live Streaming./TPCL		\$1,800.00	10.00%	\$1,800.00	\$1,620.00	\$1,620.00
1.00	Connect - HD Transcoding	NHCCM Member--TelVue Connect™ Cloud-based HD MPEG2 & H.264 Transcoding, Per Year. Includes 50GB per month. \$5/GB additional transcoding./TPCL		\$1,200.00	100.00%	\$1,200.00	\$0.00	\$0.00
								\$3,780.00

Other								
Qty.	Item Name	Description	TC Elig.	List Price	Discount	Sales Price	Unit Net Price	Ext. Net Price
Third Party								
1.00	Cube-105	Teradek Cube 105, 1x HD-SDI input, RTMP streaming output./TPCL		\$1,859.00	10.00%	\$1,859.00	\$1,673.10	\$1,673.10
1.00	Trade-In Credit	Credit For Trade-in for existing LTX Equipment./TPCL		\$0.00		(\$2,000.00)	(\$2,000.00)	(\$2,000.00)
								\$-326.9

Shipping & Handling							
Qty.	Item Name	Description	TC Elig.	List Price	Sales Price	Unit Net Price	Ext. Net Price
AIO Series							
1.00	HyperCaster AIO B2000 Shipping	Shipping charge for HyperCaster-AIO B2000./TPCL		\$150.00	\$150.00	\$150.00	\$150.00
Third Party							
1.00	MISC-SHIP	Shipping Charge - Miscellaneous./TPCL		\$0.00	\$250.00	\$250.00	\$250.00
CloudCast							
1.00	TeleCast Ship	TeleCast Shipping Charge./TPCL		\$50.00	\$50.00	\$50.00	\$50.00
						Sub-total	\$450.00



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Quote#: Q-013511
Quote Issued: 4/19/2017
Quote Expiration: 7/31/2017

Installation and Training Services

Qty.	Item Name	Description	TC Elig.	List Price	Sales Price	Unit Net Price	Ext. Net Price
Support							
1.50	Installation and Training Services	Daily Installation Rate./TPCL		\$1,500.00	\$1,500.00	\$1,500.00	\$2,250.00
Sub-total							\$2,250.00

Total Item Count: 21

Grand Total: \$29,953.70

A finance / late fee of 1% per month will be added to an unpaid balance each month thereafter. Purchases of equipment outside of the United States require advance payment or letter of credit.

Net 30 Days. 2% cash/1% net 15. Credit cards are accepted.



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Quote#: Q-013511
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Noted Service Options:

TelVue Care™ is quoted as 15% of the value at sale of TelVue Care™ eligible equipment for year 2 coverage, declining (straight line) to 7.5% in the 5th year coverage if prepaid.

Year 2 TelVue Care™: 0.00
Year 3 TelVue Care™: 0.00
Year 4 TelVue Care™: 0.00
Year 5 TelVue Care™: 0.00



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Quote#: Q-013511
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TelVue Terms & Conditions

The products ("Products") and services ("Services") provided by TelVue Corporation (TELVue) to you ("Customer") are subject to the following terms and conditions ("Terms and Conditions"). By placing an order with TELVue, Customer agrees to be bound by these terms and conditions. These Terms and Conditions shall apply to all quotations and offers made and accepted by TELVue. The Terms and Conditions contained herein are subject to change at any time by TELVue in its sole discretion and without notice to any potential purchaser of the TelVue's products and services. No purchase order submitted under these quoted Terms and Conditions shall be deemed to create a binding contract until such time as TelVue accepts such purchase order. TelVue reserve the right to decline any purchase order based on this quote at its sole discretion. Customer agrees that these Terms and Conditions may in some instances conflict with some of the terms and conditions affixed to the purchase order or procurement document issued by the Customer. In that case, the Terms and Conditions contained herein shall govern and acceptance of Customer's order is expressly conditioned upon Customer's acceptance of these Terms and Conditions whether the Customer accepts the Terms and Conditions by written acknowledgment, implication, or acceptance and payment of Products or Services purchased. TELVue's failure to object to provisions contained in any communication from Customer to the contrary shall not be deemed a waiver of the provisions of these Terms and Conditions. TELVue will use commercially reasonable efforts to ship Products to Customer's address listed on the TELVue Quote Form, and to provide Services to Customer's authorized users in accordance with the scheduled date specified by TELVue. Customer acknowledges and agrees that delivery schedules are subject to change. TELVue will notify Customer of any anticipated delay of thirty (30) or more days in delivery of the Products or Services purchased. Products are delivered F.O.B. TELVue shipping point. Customer shall pay all shipping charges, including without limitation, transportation charges and insurance premiums, and shall be responsible for all taxes, duties and other government assessments. Customer shall pay TELVue for any product or service fee (collectively, "FEES") set forth on TELVue's Quote Form. Payment shall be made in U.S. dollars in the U.S. where Customer has established credit, and the terms of payment will be "NET 30" -- thirty (30) days from invoice date unless otherwise indicated on the invoice. Any FEES not paid by Customer when due shall bear interest until paid at a rate of one and one-half percent (1.5%) per month (eighteen percent (18%) per annum), or the maximum rate permitted by law, whichever is less. Customer shall be responsible for the costs, including without limitation, attorneys' fees and court costs, incurred by TELVue in connection with TELVue's collection of any past-due FEES. Customer shall bear and be solely responsible for the payment of all taxes levied or assessed in connection with the Products and Services, if any, including without limitation, all sales, use, rental receipt, personal property, import and monthly or other taxes (but excluding taxes based solely upon TELVue's income). In addition to any other remedy available to it, TELVue may suspend or terminate the Services, in whole or in part, upon Customer's failure to timely pay the FEES without incurring any liability to Customer or others associated with Customer. All FEES paid and charges made prior to any termination as provided herein are nonrefundable. Termination of the Services shall not release Customer from any obligation to pay accrued charges on FEES. TELVue may increase its FEES for any TELVue-provided content and third-party software to the extent that its licensors raise their fees to TELVue upon not less than thirty (30) days prior written notice to the Customer. If the increases exceed ten percent (10%) of the then current FEES, Customer may choose to delete the TELVue-provided content or third-party software, as applicable. TELVue reserves the right to begin charging Services FEES if the Services are not launched by Customer within one hundred twenty (120) days of the order date through no fault of TELVue. Customer shall comply with all export laws and restrictions and regulations of the Department of Commerce or other United States or foreign agency or authority, and shall not export, or allow the export or re-export of the Products or any Confidential Information or any direct product thereof in violation of any such restrictions, laws or regulations, or to Afghanistan, the People's Republic of China or any Group Q, S, W, Y, or Z country specified in the then current Supplement No. 1 to Section 770 of the U.S. Export Administration Regulations (or any successor supplement or regulations); Customer shall obtain and bear all expenses relating to any necessary licenses and/or exemptions with respect to the export from the U.S. of all material or items deliverable by TELVue to any location and shall demonstrate to TELVue compliance with all applicable laws and regulations prior to delivery thereof by TELVue. TELVue warrants to Customer that the Products or Services offered by TELVue pursuant to these Terms and Conditions shall conform to the specifications for such Products or Services mutually agreed to by the parties in writing at the time of shipment. The warranty period for hardware-based Products shall be twelve (12) months from the date of shipment. Customer's sole remedy for breach of the foregoing warranties shall be limited to Product replacement, or if replacement is inadequate, or in TELVue's sole discretion impractical, to refund the purchase price. TELVue PROVIDES THE PRODUCTS AND SERVICES "AS IS" AND MAKES NO WARRANTY THAT THE PRODUCTS OR SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES TELVue MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE PRODUCTS OR SERVICES OR AS TO THE ACCURACY OR RELIABILITY OF ANY CONTENT OBTAINED THROUGH THE PRODUCTS OR SERVICES. EXCEPT AS SET FORTH HEREIN, OR IN A WRITTEN AGREEMENT BETWEEN THE PARTIES THAT EXPRESSLY AMENDS TELVue'S WARRANTY, AND SUBJECT TO APPLICABLE LAW, TELVue MAKES NO OTHER, AND EXPRESSLY DISCLAIMS ALL OTHER, REPRESENTATIONS, WARRANTIES, CONDITIONS OR COVENANTS, EITHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DURABILITY, TITLE, ACCURACY OR NONINFRINGEMENT) ARISING OUT OF OR RELATED TO THE PERFORMANCE OR NONPERFORMANCE OF THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY RELATING TO THIRD PARTY SERVICES, ANY WARRANTY WITH RESPECT TO THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE USED IN PERFORMING



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SERVICES AND ANY WARRANTY CONCERNING THE RESULTS TO BE OBTAINED FROM THE SERVICES. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE. To the extent that TELVUE data is transmitted over the Internet, Customer acknowledges and agrees that TELVUE has no control over the functioning of the Internet and TELVUE makes no representations or warranties of any kind regarding the performance of the Internet.

TELVUE and Customer are independent contractors in the performance of these Terms and Conditions, and each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith. Customer is responsible for and will indemnify TELVUE from any and all claims, liabilities, damages, debts, settlements, costs, attorney's fees, expenses and liabilities of any type whatsoever that may arise in connection with the purchase and use of Products or Services and on account of Customer's activities, or those of its employees or agents, including without limitation, providing unauthorized representations or warranties (or failing to effectively disclaim all warranties and liabilities on behalf of TELVUE) to its customers or breaching any term, representation or warranty of these Terms and Conditions.

Certain TELVUE Products and Services require a full-time Internet connection for proper operation. An Internet connection may also be required for remote TELVUE support. Customer is responsible for providing Internet access that meets TELVUE's requirements. Customer shall provide TELVUE with access to Customer's technical personnel, facilities, systems, databases and information as necessary or appropriate for TELVUE to perform its obligations under these Terms and Conditions. Customer shall be solely responsible for all content supplied by Customer. Customer represents and warrants to TELVUE that such content will not violate or infringe any copyright, patent, trademark, trade secret, confidentiality or other proprietary right of any third party. License granted to Customer is for the object code version of the Products or Services and TELVUE-provided content only. Customer has no rights to the source code for the Products or Services or any TELVUE-provided content. Customer shall not permit anyone under Customer's direction or control to, reverse engineer, disassemble, de-compile or remove any identifying mark of TELVUE or its licensors from the Products, Services or any TELVUE-provided content or attempt to do so. Customer may not modify, adapt, translate or create derivative works of the Products, Services or any TELVUE-provided content without TELVUE's express written consent. The Services are licensed as a single product. TELVUE-provided content may be used only in conjunction with the Services. TELVUE shall retain all Proprietary Rights in and to the aforementioned and to any discoveries, improvements, inventions (whether or not patentable), ideas or know how that is conceived, learned, or reduced to practices by TELVUE in the course of performance under these Terms and Conditions. Both parties agree that all system designs, computer programs, data, processes, trade secrets, inventions (whether or not patentable), algorithms, know-how, and ideas and all other business, marketing, technical and financial information they obtain from the other party constitute "Confidential Information" of the disclosing party if marked as such when disclosed in writing, or if disclosed orally, designated as such within 10 days of oral disclosure. Except as expressly and unambiguously allowed under these Terms and Conditions, TELVUE and Customer agree to hold in confidence and not use or disclose the other party's Confidential Information. The receiving party shall not be obligated for any information which it can document: is in or (through no improper action or inaction by the receiving party) enters the public domain (and is readily available without substantial effort), or was rightfully in its possession or known by it prior to receipt from the disclosing party, or was rightfully disclosed to it by another person without restriction, or was independently developed by it by persons without access to such information and without use of any Confidential Information of the disclosing party, or is required to be disclosed pursuant to local or federal statutes and/or regulations. These obligations shall continue for a period of three (3) years from disclosure. TELVUE WILL NOT BE LIABLE WITH RESPECT TO OR ARISING OUT OF ANY SUBJECT MATTER OF THESE TERMS AND CONDITIONS UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY FOR ANY AMOUNTS IN EXCESS IN THE AGGREGATE OF THE AMOUNTS PAID TO TELVUE HERE UNDER OR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST OF PROFITS, BUSINESS REVENUES OR SAVINGS, LOST DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES. TELVUE SHALL HAVE NO LIABILITY FOR ANY FAILURE OR DELAY DUE TO MATTERS BEYOND ITS REASONABLE CONTROL. THE ENTIRE RISK ARISING OUT OF THE USE AND/OR PERFORMANCE OF THE PRODUCTS OR SERVICES REMAINS WITH CUSTOMER. IN NO EVENT SHALL TELVUE OR ITS LICENSORS OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR AFFILIATES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF USE OF OR INABILITY TO USE ANY PRODUCTS OR SERVICE, EVEN IF TELVUE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR ARE OTHERWISE FORSEEABLE. IN THE EVENT A JURISDICTION DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THESE LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW.

TelVue Hardware Warranty and TelVue Care Extended Warranty Terms and Conditions - TelVue Corporation (TelVue) will at its option, either repair, replace or upgrade software and/or firmware on any product manufactured by TelVue which proves to be defective in materials or workmanship or fails to meet the specifications which are in effect on the date of shipment or such other specifications as may have been expressly agreed upon in writing for a period of one (1) year from the date of original purchase. With optional TelVue Care, the equipment owner can extend these terms for up to four additional years. Certain products



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that are not manufactured but are resold by TelVue will carry the original OEM warranty for that product. In the case of a failure, the customer will be responsible for round trip shipping costs to TelVue and up to a \$500 maximum factory repair service deductible. This warranty does not cover damage resulting from (i) use or installation other than in strict accordance with manufacturer's written instructions, (ii) disassembly or repair by someone other than the manufacturer or a manufacturer-authorized repair center, (iii) misuse, misapplication or abuse, (iv) alteration, (v) lack of reasonable care or (vi) acts of God. A \$500 reactivation fee will apply to a lapsed warranty for TelVue Care on equipment.

If any provision of these Terms and Conditions is held unenforceable by a court of competent jurisdiction, that provision shall be limited or eliminated to the minimum extent necessary so that the Terms and Conditions shall otherwise remain in full force and effect and enforceable. These Terms and Conditions shall be governed by and construed under the laws of the State of New Jersey and the United States without regard to the conflicts of laws provisions thereof and without regard to the United Nations Convention on Contracts for the International Sale of Goods. The parties agree that venue for any action of any kind shall be Burlington County, New Jersey. Any waiver or amendment to these Terms and Conditions shall be effective only if made in writing and signed by a representative of the respective parties, authorized to bind the parties. The prevailing party in any action to enforce these Terms and Conditions shall be entitled to recover costs and expenses, including, without limitation, attorneys' fees. Notices given under these Terms and Conditions shall be in writing and considered to be received upon the earlier of actual receipt or five (5) days after mailing if mailed postage prepaid by regular mail, or one (1) day after such notice is sent by major commercial rapid delivery courier or facsimile transmission. Any delay or failure by either party to exercise any right or remedy will not constitute a waiver of that party to thereafter enforce such rights.

INFOVUE - Terms & Conditions; InfoVue is sold under additional terms and conditions related to various optional information services available. These terms and conditions are contained on the TelVue web site. It is the responsibility of the Customer/User to review those terms and conditions and to ensure compliance with them. The terms and conditions for InfoVue can be found at:

<http://www.telvue.com/wp-content/uploads/InfoVue-End-User-Licensing-Terms-and-Conditions-2015-5-4.pdf>

The information contained in this quote is confidential and proprietary to TelVue Corporation and may not be disclosed to third parties or duplicated, in whole or in part, without the prior consent of TelVue Corporation.

CHARTERED JANUARY 1, 1991

FOUNDED DECEMBER 15, 1727



TOWN OF NEWMARKET, NEW HAMPSHIRE
By the Newmarket Town Council

Resolution 2015/2016-52

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

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

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

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

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

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

First Reading: June 1, 2016

Tabled: June 1, 2016

Second Reading:

Approval:

Approved: _____

Dale Pike, Chair, Town Council

A True Copy Attest _____

Terri J. Littlefield, Town Clerk

ORDINANCE NO. 2-2017/2018

AN ORDINANCE AMENDING CHAPTER 30 OF THE CODE OF THE TOWN
OF NEWMARKET, NEW HAMPSHIRE; ALLOWING PERMITTED PARKING
IN CERTAIN LOTS

THE TOWN OF NEWMARKET ORDAINS:

1. **Purpose**

The purpose of this ordinance is to allow permitted parking in certain Town lots.

2. **Amendment**

Chapter 30 is hereby amended by adding the following article: [Editor's Note: Deleted Items are ~~struck through~~; Items added are ***bold italicized and underlined***.]

ARTICLE II. - STOPPING, STANDING AND PARKING

Sec. 4-38. (a) Designated lots and spaces. The municipal parking lots shall allow for permitted parking. These permits will allow any owner of a vehicle or person in control of any vehicle parked in a designated area between the hours of 1:00a.m. and 5:00a.m. that requires a permit shall display the said permit in a manner established by the police department. Any vehicle found in violation of this provision may be issued a parking ticket and is subject to being towed at the owner's expense. Permits do not guarantee a parking space for a vehicle except during those hours. The following list of parking lots has the number of designated permitted spaces as listed below:

- (1) Elm and Spring Street (behind the town library): 10 spaces.
- (2) Railroad Street: seven spaces.
- (3) Water Street Parking Lot: five spaces
- (4) Bay Road Lot: All spaces
- (5) 29 Beech Street Extension***

3. **Takes Effect**

This ordinance shall take effect upon passage and publication of notice as required by RSA 47:18

First Reading: January 3, 2018

Second Reading:

Public Hearing:

Council Approval:

Approved: _____
Dale Pike, Chair Newmarket Town Council

A True Copy Attest: _____
Terri Littlefield, Newmarket Town Clerk