

TOWN OF AUBURN

VIA HAND DELIVERY

August 26, 2016

Thomas Jameson, TAP Program Manager NH Department of Transportation Bureau of Planning and Community Assistance P.O. Box 483 Concord, NH 03302-0483

Dear Mr. Jameson:

On behalf of the Town of Auburn, I am pleased to submit the enclosed application and support material for consideration in the Round 2 – 2016 funding for the Transportation Alternatives Program (TAP).

The Town of Auburn desires to establish a multi-use path on the west side of Hooksett Road and Chester Road (NH Route 121) between Eaton Hill Road and Shore Drive to provide a connection between other existing bicycle and multi-use paths within our community, in addition to addressing safety concerns for non-motorized users in this immediate area.

Through the TAP funds, the Town is looking to design, permit and construct the proposed project. The estimated cost for this project from planning through construction is estimated to be \$679,176. The Town will be requesting 80% federal TAP Funds in the amount of \$543,340.80, with the Town providing the remaining 20% match of \$135,835.20.

Attached is an index of the application and supporting documents and materials, all of which are in adobe.pdf format, that are contained on the enclosed CD as required.

Thank you for your consideration.

Sincerely,

TOWN OF AUBURN

William G. Herman, CPM

Town Administrator

Enclosure

Cc: Board of Selectmen

TOWN OF AUBURN

TRANSPORTATION ALTERNATIVES PROGRAM (TAP) 2016 APPLICATION FOR FUNDING ATTACHMENTS

NHDOT Transportation Alternatives Program 2016 Application for Funding – Town of Auburn Multi-Use Path

- 1) Map of Proposed Auburn Multi-Use Path Project
- 2) Engineers Opinion of Probable Construction Cost (8/22/2016)
- 3) Payment in Lieu of Taxes Agreement with Manchester Water Works (Dedication of land for project Page 6, Section 8)
- 4) Letter of Support Auburn Board of Selectmen
- 5) Letter of Support Manchester Water Works
- 6) Letter of Support Auburn School Board
- 7) Letter of Support Friends of Massabesic Bicycling Association (FOMBA)
- 8) Photographs Current Conditions of Route 121 in Auburn Center (3)
 - a. NH Route 121 looking South near Bicentennial Park
 - b. NH Route 121 looking North from entrance to boat launch parking lot
 - c. NH Route 121 looking South approximately 200-feet from boat launch
- 9) Map of Existing 13 Bike Trails in Auburn maintained by FOMBA
- 10) Map of Watershed Property Holdings Owned by Manchester Water Works
- 11) "Safe Routes to School" Survey Report 2013

only:

NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION TRANSPORTATION ALTERNATIVES PROGRAM (TAP)

Round 2 - 2016 APPLICATION FOR FUNDING

Sponsor Name: TOWN OF AUBURN Mailing Address: P.O. Box 309, Auburn, NH 03032 Telephone: (603) 483-5052 Email: townadmin@townofauburnnh.com Contact Name: William G. Herman Title: Town Administrator Mailing Address: P.O. Box 309 Auburn, NH 03032 Telephone: (603) 483-5052, ext. 111 Email: townadmin@townofauburnnh.com Governing Regional Planning Commission: Southern New Hampshire Planning Commission	1. Sponsor Information	(Sponsor is the municipality or school district / SAU that is applying. Contact is the person who will be in responsible charge of the project).
Telephone: (603) 483-5052 Email: townadmin@townofauburnnh.com Contact Name: William G. Herman Title: Town Administrator Mailing Address: P.O. Box 309 Auburn, NH 03032 Telephone: (603) 483-5052, ext. 111 Email: townadmin@townofauburnnh.com	Sponsor Name: TOWN OF	AUBURN
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Governing Regional Planning Commission: Southern New Hampshire Planning Commission		
Governing Regional Planning Commission: Southern New Hampshire Planning Commission		ırnnh.com
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	Email: townadmin@townofaub	

2. Project Information

Map: (A map is required as part of the application. Map must be scanned as a pdf file. Map should include street names, State route numbers, project details, identification of resources, north arrow, and a scale)



MAP SUBMITTED

Eligible TAP Activities: *Check the eligible TAP activity(s) that your project is proposing.*



Construction, planning, and design of on-road and off-road trail facilities for pedestrians, bicyclists, and other non-motorized forms of transportation, including sidewalks, bicycle infrastructure, pedestrian and bicycle signals, traffic-calming techniques, lighting and other safety-related infrastructure, and transportation projects to achieve compliance with the Americans with Disabilities Act of 1990 (42 USC 12101 et seg).



Construction, planning, and design of infrastructure-related projects and systems that will provide safe routes for non-drivers, including children, older adults, and individuals with disabilities to access daily needs.



Conversion and use of abandoned railroad corridors for trails for pedestrians, bicyclists, or other non-motorized transportation users.



The Safe Routes to School Program eligible projects and activities listed at section 1404(f) of the SAFETEA-LU: Infrastructure-related projects only.

Description of work being proposed:

(Clearly describe purpose and need for project as well as project goals and objectives)

The Town of Auburn desires to build a designated, paved multi-use path on the west side of Hooksett Road and Chester Road (NH Route 121) between Eaton Hill Road and Shore Drive. The proposed multi-use path will allow bicyclists, walkers, joggers, hikers, snowshoers and cross country ski enthusiasts alike to safely travel from the center area of the community inclusive of the elementary school, recreational facilities, library and post office, while also being able to connect with two significant existing trail/biking/walking/hiking networks that reaches through a significant portion of our municipality and beyond. By connecting these trails, our goals are to provide an essential connector for non-motorized transportation, a foundation for future regional trail development, and preserve the valuable water quality within the Massabessic watershed.

Developed to appropriate safety standards, the multi-use path is intended to be within the State of New Hampshire's right-of-way on Route 121, but separated from the paved highway or immediate shoulder to better promote safety. In 2014, the Town entered into a formal agreement with the Manchester Water Works (MWW), who owns or controls the majority of the property abutting NH Route 121 in this area to help facilitate this project within their property holdings as may be needed to bring this project to fruition.

At present, bicyclists and foot traffic in Auburn are forced to be on the travel surface of Chester and Hooksett Roads due to the limited nature of shoulders along the paved road surface. They share the roadway with a daily average of motor vehicles ranging from 4,652 to 5,862. This mixing of motor vehicle traffic and bicycles, pedestrians and other recreational users is a limiting factor to more people taking advantage of using non-motorized forms of transportation in Auburn. The overall project goals and objectives are to:

- * Provide for a safe means of bicycle, pedestrian and other recreational traffic through the center of Auburn
- * Develop a connection to other existing trails to encourage greater use of bicycles and other non-motorized transportation
- * Provide and promote a Safe Route to Schools for Auburn Village School students during warmer months
- * Provide a snowshoeing and cross country skiing connection between exisiting trail networks in the winter months
- * Enhance ongoing bicycle safety efforts of the Auburn Police Department with the designated multi-use path

Resources within project limits:

(List all cultural, archeological, and natural resources, as well as any known hazardous materials in project limits)

The key natural resource in the general project area is Lake Massabesic. The proposed multi-use path will be located between NH Route 121 and the shoreline of the lake. Lake Massabesic is the crown jewel of Auburn which attracts individuals daily for recreational activities including fishing, sailing, kayaking and canoing; cultural activities such as painting and photography; and just simple enjoyment for a picnic or relaxation. Lake Massabesic also serves as the main water supply for the City of Manchester, and is protected as such.

A shoreland permit will be required for the proposed project development work is within 250 feet of Lake Massabesic, and the Town intends to actively consult with the NH Department of Environmental Services, the NH Division of Historic Resources, the NH Natural Heritage Bureau, Manchester Water Works and the Auburn Conservation Commission to ensure all appropriate measures are incorporated into this project that will maintain the current status of the lake.

There are no other cultural, archaeological, other natural resources or known hazardous materials within the project limits.

Project Details

Road Name(s) (List all roads in project limits)

Eaton Hill Road; Hooksett Road; Manchester Road, Chester Road, Raymond Road, Bunker Hill Road and Shore Drive

State Route Number: (List all State route numbers or N/A if on a municipal road)

NH Route 121

Railroad: (List name of railroad corridor if rail trail or rail with trail project)

N/A

Other: (If off-road path, describe beginning and ending termination locations)

The beginning location would be at the intersection of Eaton Hill Road and Hooksett Road, while the ending termination location would be at the intersection of Chester Road (NH Route 121) and Shore Drive.

Length of Project: (If more than one location, provide total length of proposed improvement)

Approximately 5,275-feet.

Width of proposed improvement: (If width isn't consistent, provide an average width for majority of improvements)

The average width of the proposed multi-use path will be eight feet (8').

Surface Type: (List Paved, Concrete, Gravel, Stone Dust, etc. for all proposed improvements)

In general, the multi-use path surface will be asphalt pavement. There will be cement concrete ADA ramps and the pedestrian bridge surface will be wood.

Ownership: (List the entity that owns the land in the limits of your proposed improvements)

Manchester Water Works and the Town of Auburn

3. Project Cost Estimate

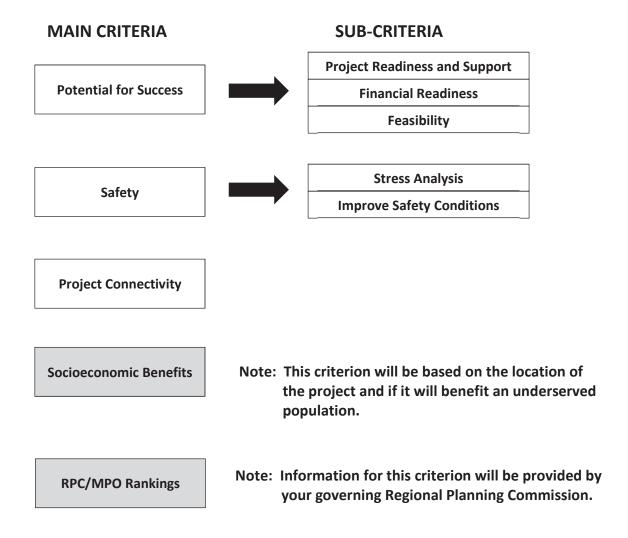
Identify the estimated project costs under each of the phases below.

A) Design/Engineering: (Costs for engineering study, preliminary design, environmental review, identifying and establishing right-o easements preparation, final design, and bid phase service	
B) Right-Of-Way: (Cost of easement acquisition and/or land acquisition)	\$ \$0
C) Construction: (Cost of constructing project, materials, and labor)	\$ \$522,443
D) Construction Engineering: (Cost of engineering oversight for the project. Oversight nee to be almost fulltime.	
Project Total:	\$ \$679,176 (Min. \$400,000 Max \$1,000,000)
Identify the amount of federal funding you are a	applying for.
If you are overmatching your project to get your total up to \$40 additional funds to your required match and put that in the Mobe adjusted based on your amount of overmatch. If you are an amount of federal funds and match for your project those are case you put the additional funds in the non-participating box. additional work that may not be eligible under the TAP program overall contract.	00,000 or over \$1,000,000 you add the atch\$ box below. Your % federal funds will adding funds that will be in addition to the considered non-participating funds. In this This is usually done if you want to do
additional funds to your required match and put that in the Mobe adjusted based on your amount of overmatch. If you are additional federal funds and match for your project those are case you put the additional funds in the non-participating box. additional work that may not be eligible under the TAP program	200,000 or over \$1,000,000 you add the atch\$ box below. Your % federal funds will adding funds that will be in addition to the considered non-participating funds. In this This is usually done if you want to do m but you want the work done under the Calculated Field 80% (80% Max. for TAP reimbursement) Calculated Field 20% %
additional funds to your required match and put that in the Mobe adjusted based on your amount of overmatch. If you are additional funds and match for your project those are classe you put the additional funds in the non-participating box. additional work that may not be eligible under the TAP program overall contract. Federal \$ \$543,341 (\$800,000 Max. \$320,000 Min. for federal amount requested) Match \$ \$135,835	00,000 or over \$1,000,000 you add the atch\$ box below. Your % federal funds will adding funds that will be in addition to the considered non-participating funds. In this This is usually done if you want to do m but you want the work done under the Calculated Field 80% (80% Max. for TAP reimbursement) Calculated Field 20% %

4. Evaluation Criteria (Applications will be scored on criteria developed by the Department's Transportation Alternatives Program Advisory Committee (TAPAC). The TAPAC developed these criteria to select the best applications for funding.)

There are five main criteria and five sub-criteria that will be used to evaluate projects and are listed below:

- The Socioeconomic Benefits criteria Section D will be based on areas where improved mobility and access can be provided to underserved populations. This information will be collected by the Department for scoring based on your project location.
- RPC/MPO Ranking criteria Section E will be done by the governing regional planning commission using the information provided in the application. Application will be submitted to the Department and the Department will forward copies to the Regional Planning Commissions



A) Potential for Success: Sponsor will need to demonstrate the factors that will indicate a project's likeliness to succeed.

MANDATORY REQUIREMENT: All applications must include a letter of support from the Sponsor's governing body committing to actively engaging and leading the project. Application will not be accepted without this letter.

Letter of support attached: ✓



Project Readiness and Support: *Is the project part of a local and/or regional plan and* effort, and has it been endorsed by local and regional bodies and advocacy groups? That is, did you build your case about the importance of this project to many constituents like conservation commission, planning board, other local group? Is it part of a regional plan or have RPC/TAC support? Is it part of a master plan or other planning document? (Number of constituents and/or planning documents will be used for scoring)

The Auburn Board of Selectmen has been interested in providing this safe means for non-motorized transportation for more than a decade. As such, the Town has discussed and reviewed various potential options, funding opportunities and safety benefits before settling on the concept of the proposed project. With this concept in mind, community steps were taken to plan and promote this potential. Among these efforts were:

In 2013, the Auburn School Board devoted time and effort to a planning, information and survey process under the "Safe Routes to School" program. While interest was high concerning the potential project, a determination was made that the Town was not ready to advance the project at that time.

In 2014, the Town of Auburn was in negotiations with the Manchester Water Works (MWW) for a Payment in Lieu of Taxes (PILOT) agreement between the Town and the City. MWW is the owner of approximately 4,100 acres of land in the Town of Auburn comprising the Massabesic Watershed. As part of the PILOT negotiations, the Town and City agreed on the potential of this project with the agreement dedicating the use of MWW land necessary for this purpose. A copy of the PILOT agreement is attached in support of this application (Attachment #3).

In 2016, the Auburn Planning Board began updating the Town's Capital Improvement Plan, which is a work in process as of this writing, but will include the proposed project with the mix of federal and local funding sources.

To demonstrate support this project has, in addition to the required letter of support from the Auburn Board of Selectmen (Attachment #4), we are including letters of support from:

- * Manchester Water Works (Attachment #5)
- * Auburn School Board (Attachment #6)
- * Friends of Massabesic Bicycling Association (FOMBA) (Attachment #7)

• **Financial Readiness:** (TAP is a reimbursement program. Sponsor will have to gross appropriate funds for entire project. Department reimburses a maximum of 80% of each reimbursement request.) Explain how the project will be funded and the timeline for funding. Is there a written commitment to bring this project forward for approval of funds at town meeting, through capital reserve funds, through inclusion in the capital improvement plan, etc. or are there funds already raised/appropriated and dedicated to this project?

The Board of Selectmen annually appropriate \$800,000 as part of the Town's operating budget for the purpose of road construction throughout the community. This is a lump sum budget account for which the Board of Selectmen has authority to designate various Town projects and work efforts. The Board is committed to utilizing these funds for the Town's 20% share of \$135,835 that would be needed for this project. This enables us to say we have the Town's matching funds in hand.

In 2000, the Board of Selectmen was given standing authority by Town voters to accept and expend funds not specifically budgeted in the operating budget or by special warrant article. This is provided under the provisions of RSA 31:95-b, and is the intended vehicle to be used by the Town to authorize the acceptance and expenditure of the TAP grant funds of \$543,341 identified for this project.

However, if required by TAP program regulations, the Board of Selectmen is prepared to place a specific article on the March 2017 Town Meeting warrant to gross appropriate the entire proposed project costs and identify that 80% of the costs would be reimbursed by TAP funds.

The Town understands that if successful with this TAP application, the earliest time frame that work could commence on the approved project would be approximately May or June 2017, depending on the completion of all formal approvals for the selected grant recipients. The Town of Auburn anticipates being ready to commence work on this project in May or June 2017 by having its funding approvals in place and dedicated to this project.

In terms of having the capacity to handle the expense of the project and then be reimbursed with TAP funds, the Town of Auburn is in excellent financial condition with no long-term debt obligations. The Town maintains a sound undesignated fund balance of approximately \$1.6 million, which will enable the Town to up-front cover the project expenses and then receive reimbursement after completing various phases of the project. As testament to this ability, since 2006, the Town of Auburn has successfully managed four different Municipal Bridge Aid projects and four different Hazard Mitigation Program projects funded through the Federal Emergency Management Agency in this manner. At times, the Town has handled the financing of multiple projects at one time. These projects have ranged from \$120,000 to \$350,000 in total project costs. Like the TAP Program, these programs are reimbursement programs providing either 75% or 80% project funding on a reimbursement basis. Unlike the TAP Program, both of those programs provide reimbursement only at the conclusion of the entire project and not in phases as the project progresses.

• **Feasibility:** Address historic, cultural, environmental, maintenance, possible areas of contamination, and other related issues that may impact the project's ability to succeed. Applicant should discuss issue and how it will be addressed. Discuss impacts to project timeline and possible financial impacts.

The proposed project is approximately 5,275-feet in length inclusive of a 16-linear foot bridge crossing to enable access through the area by foot, bicycle, snow-shoe or cross-country skis. An eight-foot wide path and bridge with curbs and handrails will enable people of all ages and abilities to access the property, have connection to other trail systems and gain views and access to Lake Massabesic. The path site is currently overgrown and will require removal of grass, brush, trees and loam to 15-inches below existing grade. Twelve (12) inches of crushed gravel will be placed and compacted and include turf establishment with mulch. This site will involve both common excavation and rock excavation. An advantage of this access point is that a parking lot is already in place at the boat launch that can support this project.

A bridge will be installed over the stream crossing at approximately 500-feet south of Bunker Hill Road. The bridge will be eight-feet wide and approximately 16-linear feet in length. The bridge will enable users of the multi-use trail to cross a stream crossing at the southern end of Lake Massabesic without disrupting the natural flow and conditions.

A section of the multi-use path has to be up against the road (NH Route 121) due to the proximity of the existing water body. However, a wooden path user barrier will be installed behind the curb to separate and protect path users from motorized traffic on the road. This is a safer location for path users to have the multi-use path on the west side of the road (near water), rather than crossing Route 121 two times by shifting the path to the other side of NH Route 121.

The multi-user path will intentionally be unmaintained in the winter to encourage increased use of this area by providing conditions that would make it more desirable and friendly to snowshoe and cross country ski enthusiasts.

The main area of concern for this project will be the preservation of the quality of water in Lake Massabesic. With the potential increased use of property adjacent to the lake, there are concerns the increased use could have a detrimental impact of the water quality of the lake. In addition, the Chair of the Conservation Commission has expressed concerns for potential erosion along the multi-use path that could further have a detrimental impact on lake's water quality. To address these concerns, the Town will be including Manchester Water Works (MWW) and the Conservation Commission in the design phase of the project to ensure their water quality concerns are addressed upfront in the project's design and permit work, in addition to follow through during construction.

The Town of Auburn does not take the MWW commitment to this proposed project lightly and consider them to be full partners in the project for the mutual benefit of the different constituents we both serve. These environmental and maintenance concerns are valid and will be part of the project process and overall success. And while the MWW has dedicated the land necessary to support this effort, more formal easement documents will be developed and executed between the Town and MWW as part of the planning, designing and permitting phase of the project.

A shoreland permit will be required for the proposed project development work is within 250 feet of Lake Massabesic, and the Town intends to actively consult with the NH Department of Environmental Services, the NH Division of Historic Resources, the NH Natural Heritage Bureau, the Manchester Water Works and the Auburn Conservation Commission to ensure all appropriate measures are incorporated into this project that will maintain the current status of the lake.

It is not anticipated that these concerns will impact the project time line as they will be part of the actual planning, designing, permitting and construction of the project. In general terms, the Town is looking at completing the formal planning, design and permitting work in 2017-2018, while construction is planned for 2018-2019. The possible financial impacts on the project are believed to be relatively small in terms of the total project, and are believed will be incorporated into the process before any construction is committed.

The project will also need to incorporate the existing Bicentennial Park site as part of its route. The park, which is across Chester Road (NH Route 121) from the Auburn Town Hall, contains the Town's monuments and memorials to local residents who have served in the armed services from the Civil War forward. In addition, the park includes a POW-MIA Memorial bench, flagpole and picnic tables & benches in an area that overlooks Lake Massabesic. The Park is frequented by pedestrians, artists, fishermen and others who enjoy the natural area, and the design will need to incorporate the existing aspects of this site.

Another area to be navigated in the layout and design of the multi-use path is one of three public boat launches for Lake Massabesic that is located just off Chester Road (NH Route 121) approximately 700-feet beyond Bicentennial Park. A benefit of the boat launch site is the public parking lot that is part of this area, which could also be in support of individuals seeking to utilize the proposed multi-use path and the trails it will connect to.

There are no known historic or areas of contamination in the project area that would impact the project's ability to succeed.

B) Safety: Projects will need to demonstrate the extent to which the project will improve safety conditions and/or reduce the perception of user stress as a result of the project being implemented. This criterion will be rated on the difference between the stress level of the existing condition versus the anticipated stress level of the proposed project.

Stress Analysis:

- Describe the existing stress level of your project area as it exists today without the proposed project and based on the scale below, assign it a letter. You must justify why you chose the letter.
- Describe the anticipated stress level for the project area after the proposed project is completed and based on the scale below, assign it a letter. You must justify why you chose the letter.
- A Facility is reasonably safe for all children.
- B Facility can accommodate users with basic skills and knowledge of traffic.
- C Facility requires an intermediate level of skill and knowledge of traffic to use.
- D Facility requires an advanced level of skill and knowledge of traffic to use.
- E Facility is generally not suitable for pedestrians or bicyclists.

The existing stress level of our project area as it exists today without the proposed project is: D - Facility requires an advanced level of skill and knowledge of traffic to use.

As the attached photographs graphically represent (Attachments #8a, #8b and #8c), the current right-of-way for Chester Road (NH Route 121) leaves little to no room in the shoulders to safely accommodate bicycle traffic, walkers, joggers or the like, largely forcing them to share the road with motor vehicle traffic. For older individuals who are aware of the rules of the road as a motorist, this may not be as much of an issue as it is for younger, school-age persons. As these younger individuals have to co-habitat with the motoring public, parents of school age children are not inclined to allow their children to ride bicycles on the road.

The anticipated stress level for the project area after the proposed project is completed is: A - Facility is reasonably safe for all children.

The proposed project would be located a minimum of 8 to 10-feet off the shoulder of Chester Road (NH Route 121). Approximately 1,600-feet of the paved path will be located directly off the west side of Route 121 with a vertical granite curb along the edge of the paved shoulders of the roadway for protection of the individuals using the path. A wooden path user barrier will also be installed behind the curb to provide further protection to the users of the path. All of this is aimed at providing a distinct and safe distance from the motor vehicle traffic on the road with the users of the path. This would eliminate the concern of most parents who participated in a 2013 survey conducted under the "Safe Routes to School" program which identified the volume of traffic and the speed of traffic as being the main deterrents to parents allowing their school-age children to walk or ride bicycles to school. (Attachment #11)

\ \ A	Improve Safety Conditions: Improvement over existing safety conditions - are there very specific actions that are being taken to improve safety. What specific safety improvements will be made? If there is information, (road safety audit, corridor study, etc.) to support it, please provide it in pdf format with your application. Only specific actions and improvements will be used for scoring - anecdotal information will not be used.
gravel, grass, brush	place the designated multi-use path approximately 8 to 10-feet away from the current travel surface of the road with h and trees forming a visual barrier between the road and most of the multi-use path. This natural buffer between the nd non-motorized users who use the multi-use path, will improve the existing safety conditions of no designated area individuals.
edge of the paved installed behind the	500-feet of the paved path will be located directly off the west side of Route 121 with a vertical granite curb along the shoulders of the roadway for protection of the individuals using the path. A wooden path user barrier will also be the curb to provide further protection to the users of the path. All of this is aimed at providing a distinct and safe motor vehicle traffic on the road with the users of the path.
intersections of Ear conditions of movi these areas such as	own will investigate with NHDOT the potential of establishing a clearly marked and identified crosswalks near the aton Hill Road and Hooksett Road, and Bunker Hill Road and Chester Road (NH Route 121) to improve safety ing non-motorized individuals on to and off of the proposed multi-use path who are looking to visit destinations in as the Auburn Village School or Griffin Free Public Library near the intersection of Eaton Hill Road and Hooksett e of Fun Playground at the intersection of Bunker Hill Road and Chester Road.

C) Project Connectivity: Project will need to demonstrate how it enables movement from origins to destinations, how it fits in with the larger transportation network and identify any other modes it will serve.

• Does the project fill a vital gap in an existing transportation network or phased plan? Does it provide a standalone new facility that did not exist previously? Is it part of a larger phased plan? List the different modes and destinations it link together? Please describe in detail all connections, and if part of a phased plan what will the proposed improvement accomplish? Is it the first phase, middle phase or final phase of the plan.

The proposed project will connect two significant trail / biking / walking networks that currently exist in the Town of Auburn -- namely the Friends of Massabesic Bicycling Association (FOMBA) Bike Trails (a joint venture by Manchester Water Works and FOMBA), and a series of trails and gravel fire roads on MWW property throughout its watershed land. The MWW trails and gravel fire roads also lead to a major rail trail called the Rockingham Trail.

The project would provide a connection to a series of 13 existing bicycle trails currently in place on property owned by Manchester Water Works (MWW) and maintained by the Friends of Massabesic Bicycling Association (FOMBA). The attached FOMBA Trail Map (Attachment #9) highlights the trail system that is currently a joint venture between MWW and FOMBA. These trails can be accessed by a gravel fire access road connected to the property of the Auburn Village School located at the intersection of Eaton Hill Road and Hooksett Road, which is at the northern end of the proposed project.

In addition, the project would further provide access to watershed property owned by MWW from the southern end of the project on Shore Drive. The MWW owns approximately 4,100 acres of land in the Town of Auburn that is part of the Massabesic Watershed. MWW maintains existing trails and gravel fire roads throughout their land holdings that are accessible to the public for hiking and biking use. These trails would enable individuals to travel entirely around Lake Massabesic and elsewhere with the Town of Auburn. Attached is a map of the Manchester Water Works Watershed Land. (Attachment #10)

The Shore Drive location will also enable individuals to access property in the immediate area that is dedicated conservation land in the area of Battery Point on Lake Massebessic. The property features the Massabesic Audubon Center, in addition to various trails and gravel fire roads. The conservation land was a joint venture between the Town of Auburn, Manchester Water Works, the Land & Community Heritage Investment Program (LCHIP), US Department of Agriculture and the NH Audubon Society.

The watershed property owned by MWW would also enable individuals to connect with the 3.1 mile "Rockingham Trail" that follows an abandoned railroad corridor from Lake Massabesic to Tarrytown Road in Manchester. The trail is approximately 10 feet wide and unpaved, and is highly utilized by walkers, joggers and trail cyclists. The trail connects individuals with access to the amenities the City of Manchester has to offer, while also connecting them to the natural and rural setting of Lake Massabesic, without depending on motorized transport.

D)	Socioeconomic Benefits:	Is the project located in	an area where improved
mc	bility and access can be p	provided to underserved	populations?

• The Department will determine if your project falls in an area that will benefit an underserved population based on free and reduced school lunch programs.

NO ACTION NEEDED FROM APPLICANT FOR SECTION D

E) RPC/MPO Rankings: This section will be completed by the local Regional Planning Commission for your project.

- The Department will send applications to the local Regional Planning Commissions to score and develop a regional ranking. This information will then be incorporated into the final score of projects.
 - NO ACTION NEEDED FROM APPLICANT FOR SECTION E

5) IF YOU ARE PUTTING IN MORE THAN ONE APPLICATION FOR YOUR MUNICIPALITY - SCHOOL DISTRICT/SAU PLEASE PRIORITIZE THEM IN THE ORDER OF IMPORTANCE.

 The TAP program has approximately \$5.5 million available for potential projects. If the municipality – school district/SAU is putting in multiple applications please prioritize them in order of importance from 1 to X with 1 being the most important project.

Priority number:			

6) Application Submission Information: The application is an adobe .pdf form and it must be saved and submitted in electronic format on either a CD or a USB thumb drive. Any supporting documents like the Map, Letter of support and other supporting documentation need to be submitted with the application in pdf format and saved to the CD or USB thumb drive.

APPLICATIONS ARE DUE FRIDAY SEPTEMBER 2, 2016 BY 4:00PM!

Failure to meet this deadline will result in your project being removed from the scoring process.

Submission Guidelines

Format: Application form <u>must</u> be saved electronically as a pdf and then transmitted to the Department. All supporting maps, letters and other documents must be saved as a pdf and transmitted to the Department with the application form.

Applications and supporting documents must be either:

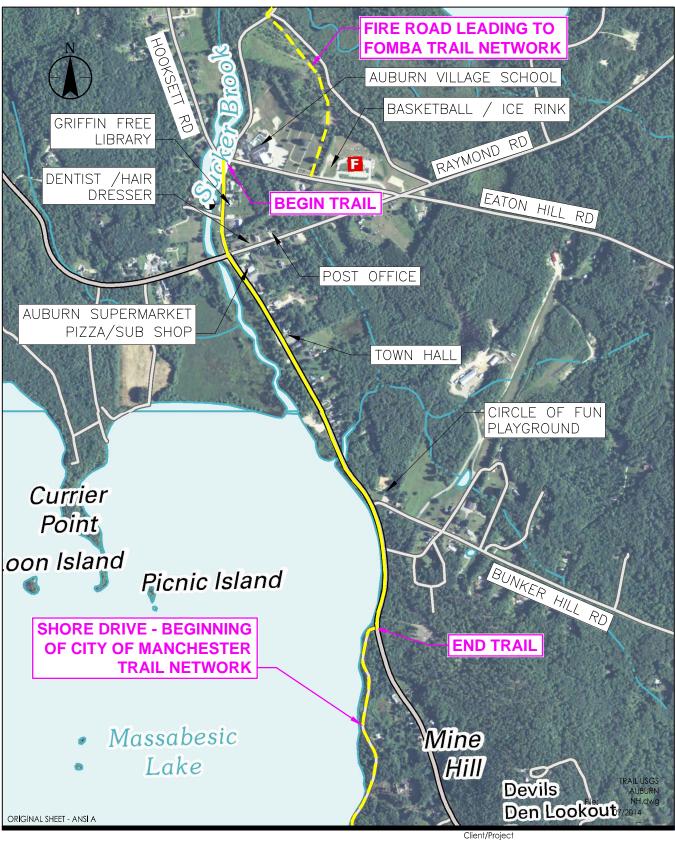
- burned to a CD or DVD
- saved to a USB thumb drive.

<u>Submission:</u> CD, DVD, or thumb drive must be received on or before 4:00pm September 2, 2016. Delivery can be either:

- Hand-delivered to: Thomas Jameson, TAP Program Manager
 NHDOT Headquarters
 Bureau of Planning & Community Assistance
 7 Hazen Drive, Concord NH
- Mailed to: Thomas Jameson, P.E.
 TAP Program Manager
 NHDOT, Bureau of Planning & Community Assistance
 7 Hazen Drive, P.O. Box 483
 Concord, NH 03302-0483

Warning: If you mail the Application it must be received by the Department on or before 4:00pm on September 2, 2016

Direct any questions to: Tom Jameson, email: tjameson@dot.state.nh.us , phone: 271-3462





0 1000' 2000'

TOWN OF AUBURN

Figure No.

1.0

Stantec Consulting Services Inc. 5 Dartmouth Drive, Suite 101 Auburn NH 03032 U.S.A.

Tel. 603.669.8672 Fax. 603.669.7636 www.stantec.com

ENGINEERS OPINION OF PROBABLE CONSTRUCTION COST

	STANTEC PROJECT #	195110946	
	SHEET#		
	MADE BY:	RL	
PROJECT: Auburn Route 121 Multi-Use Path - Eaton Hill to Shore Rd.	CHKD BY:	JDT	
SUBJECT: Conceptual Level Opinion of Cost - UPDATED 8-22-16	REV BY:	JDT	
	CHKD BY:	RL	

ITEM NUMBER	ITEM DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT PRICE	TOTAL
201.1	CLEARING AND GRUBBING	Α	1.20	13,750.00	16,500.00
201.11	REMOVING SMALL TREES	EA	20.00	946.00	18,920.00
201.22	REMOVING LARGE TREES	EA	16.00	1,353.00	21,648.00
201.321	TREE PRUNING AND TRIMMING	LS	1.00	2,750.00	2,750.00
201.4	STUMP REMOVAL	EA	36.00	110.00	3,960.00
203.10	COMMON EXCAVATION	CY	2,250.00	13.20	29,700.00
203.2	ROCK EXCAVATION	CY	15.00	110.00	1,650.00
203.6	EMBANKMENT-IN-PLACE	CY	220.00	11.00	2,420.00
206.1	COMMON STRUCTURE EXCAVATION	CY	50.00	30.80	1,540.00
209.1	GRANULAR BACKFILL	CY	50.00	27.50	1,375.00
214.	FINE GRADING	SY	5,000.00	1.65	8,250.00
304.3	CRUSHED GRAVEL	CY	1,775.00	30.25	53,693.75
403.11	HOT BITUMINOUS PAVEMENT, MACHINE METHOD	TON	775.00	93.50	72,462.50
403.12	HOT BITUMINOUS PAVEMENT, HAND METHOD	TON	160.00	121.00	19,360.00
585.3	STONE FILL CLASS C	CY	14.00	53.90	754.60
585.4	STONE FILL CLASS D (STONE CHECK DAMS)	CY	14.00	385.00	5,390.00
603.00215	15" R.C. PIPE, 2000D, INCL. SPECIFIED EXCAV.	LF	16.00	66.00	1,056.00
603.00218	18" R.C. PIPE, 2000D, INCL. SPECIFIED EXCAV.	LF	16.00	82.50	1,320.00
604.12	CATCH BASINS TYPE B	U	3.00	2,970.00	8,910.00
604.45	ADJUSTING CATCH BASIN DROP INLET GRATE AND FRAMES	EA	3.00	440.00	1,320.00
607.0	WOODEN POST & RAIL PATH BARRIER	LF	1,600.00	35.00	56,000.00
608.24	4" CONCRETE SIDEWALK	SY	40	82.50	3,300.00
609.1	6" GRANITE CURB	LF	24.00	1,100.00	26,400.00
615.004	RELOCATING TRAFFIC SIGN	U	1.00	2,750.00	2,750.00
615.02	TRAFFIC SIGN TYPE B	SF	200.00	82.50	16,500.00
618.6	UNIFORMED OFFICERS	\$		16,500.00	16,500.00
618.7	FLAGGERS	HR	40.00	33.00	1,320.00
619.1	MAINTENANCE OF TRAFFIC INCLUDING DUST LAYING	U	1.00	11,000.00	11,000.00
622.5	REMOVE AND RESET MONUMENTS	EA	250.00	6.60	1,650.00
628.2	SAWED BITUMINOUS PAVEMENT	LF	100.00	3.30	330.00
632.3106	RETROREFLECT. PAVE. MARKING, 6" LINE	LF	1,000.00	0.83	830.00
632.3112	RETROREFLECT. THERMOPLAS. PAVE. MARKING, 12" LINE	LF	120.00	44.00	5,280.00
632.32	RETROREFLECT. THERMOPLAS. PAVEMENT MARKING, SYMBOL OR				
	WORD	LF	25.00	44.00	1,100.00
632.9112	OBLITERATE 12-INCH LINE	LF	180.00	1.10	198.00
632.92	OBLITERATE SYMBOL OR WORD	EA	10.00	27.50	275.00
645.2	MATTING FOR EROSION CONTROL	SY	300.00	5.50	1,650.00
645.512	TURF ESTABLISHMENT WITH MULCH	SY	3,500.00	5.78	20,230.00
645.531	SILT FENCE	LF	4,000.00	4.40	17,600.00
646.1	TURF ESTABLISHMENT WITH MULCH	Α	2.50		5,500.00
692.	MOBILIZATION	U		22,000.00	22,000.00
700	PRE-ENGINEERED BRIDGE - 16' SPAN w/ ABUTMENTS	U	30,000.00	1.10	33,000.00
901.0	PRECAST CONCRETE HEADWALS	EA	2.00	1,650.00	3,300.00
902.0	TRUNCATED DOMES FOR HC RAMP	SF	50.00	55.00	2,750.00
	200/ 2		51 5	SUB-TOTAL	\$ 522,443

30% Design, Permitting & Construction Phase Engineering \$ 156,733

TOTAL \$ 679,176

PAYMENT IN LIEU OF TAXES AGREEMENT

THIS PAYMENT IN LIEU OF TAXES AGREEMENT (the "<u>Agreement</u>"), dated as of January 1, 2014, is made by and between Manchester Water Works, a department of the City of Manchester, New Hampshire, with a mailing address of 281 Lincoln Street, Manchester, New Hampshire 03103, ("MWW") and the Town of Auburn, a New Hampshire municipality, with a mailing address of P.O. Box 309, Auburn, New Hampshire 03032 (the "Town"). (MWW and the Town are at times referred to as the "Parties" and individually as a "Party".)

WHEREAS, MWW provides drinking water and fire protection to approximately 160,000 people living in the City of Manchester and portions of the Town, Bedford, Derry, Goffstown, Hooksett and Londonderry;

WHEREAS, the water treated and distributed by MWW comes from Lake Massabesic. MWW owns much of the land surrounding Lake Massabesic including approximately 3,827 acres within the Town, which is subject to payment in lieu of property tax pursuant to NH RSA 72:11 I (the "MWW Land");

WHEREAS, pursuant to recently enacted RSA 72:11, II, MWW and the Town are permitted to negotiate an agreement to establish MWW's payments in lieu of taxes to the Town.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and intending to be legally bound hereby, the Parties agree as follows:

- 1. <u>COMMENCEMENT, TERM, AND RENEWAL TERMS</u>. This Agreement shall govern MWW's payments in lieu of taxes pursuant to NH RSA chp. 72 for a period of five tax years, beginning January 1, 2014 through December 31, 2018 (the "Initial Term") and for all subsequent periods during which the Agreement is renewed. This Agreement shall automatically be extended for subsequent 5-year terms at the end of the Initial Term and each renewal term thereafter (the "Renewal Terms") unless MWW or the Town provides written notice to the other at least six months prior to the end of the then current term (i) of its intention to terminate the Agreement at the end of the then current term or (ii) of its intention to negotiate the terms of a replacement agreement.
 - 2. PAYMENTS IN LIEU OF TAXES.
 - 2.1 <u>Initial Term PILOT</u>. For each of the following calendar years, MWW shall make the following annual payment in lieu of taxes to the Town:

2014	\$515,000
2015	\$435,000
2016	\$400,000
2017	\$350,000
2018	\$300,000

Each annual payment amount shall be billed by the Town and paid by MWW to the Town on or before July 1 and December 1 in two equal, semiannual payments (crediting any amount previously paid with respect to 2014 to the July 1, 2014 payment).

2.2 <u>Renewal Term PILOT</u>. Beginning with the year commencing January 1, 2019 and continuing thereafter through all Renewal Terms, MWW's annual payment in lieu of taxes to the Town shall be increased from the immediately prior tax year in an amount equal to any increase in the "Consumer Price Index for All Urban Consumers (CPI-U) Northeast - All Items - 1982-84=100 Percent Change from 12 Months Ago" ("Northeast Region CPI") as

published by the Bureau of Labor Statistics of the United States Department of Labor (the "Bureau") in the prior calendar year. If the Northeast Region CPI is unavailable, MWW's annual payment in lieu of taxes to the Town shall be increased to reflect any increase in an equivalent index, as determined by the Bureau. In no event shall MWW's annual payment in lieu of taxes increase by more than 3% in any one year.

2.3 Adjustments to the PILOT. In the event that (i) MWW conveys, without restriction, land to non-governmental persons or entities, other than conveyances to not-for-profit organizations described in Section 3.5 and (ii) the area of such conveyances, in the aggregate, represents 20% or more of the total area of the MWW Land, the annual payments required pursuant to Sections 2.1 and 2.2 shall be adjusted downward to reflect the reduction in MWW Land based on the assessed valuation of the conveyed parcels as a percentage of the total assessed valuation of the MWW Land. Following such adjustment, the term "MWW Land" shall mean the remaining MWW Land, and further adjustments shall apply to each aggregate 20% reduction from the total MWW Land area remaining at the time of the preceding reduction in the payment.

In the event that (i) MWW acquires additional land contiguous to the MWW Land and (ii) such acquisitions, in the aggregate, is equivalent to 20% or more of the total area of the MWW Land, the annual payments required pursuant to Sections 2.1 and 2.2 shall be adjusted upward to reflect the increase in MWW's land in Auburn based on the assessed valuation of the acquired parcels as a percentage of the total assessed valuation of the MWW Land. Following such adjustment, the term "MWW Land" shall include such aggregate acquisitions, and further adjustments shall apply to each aggregate 20% increase in the total MWW Land area from the time of the preceding increase in the payment.

- 3. Fee Upon Sale of MWW Land.
- 3.1 <u>Land Sale Fee</u>. MWW shall pay a fee to the Town whenever it sells or transfers any portion of the MWW Land to a third party (the "Land Sale Fee").
- 3.2 Notice of Sale. If MWW sells or transfers any portion of the MWW Land to a third party, MWW shall send to the Town written notice of the conveyance and the purchase price, consisting of cash and any other form of consideration, (the "Sales Price") no later than 30 days following the sale or transfer. The Town shall have 60 days from the date of MWW's notice to send to MWW a written objection if it determines that the Sales Price does not represent fair market value to the Sales Price.
- 3.3 Amount of Fee. If the Town does not object to the Sales Price as required in Section 3.2, the Land Sale Fee shall equal 15% of the Sales Price. MWW shall pay the Land Sale Fee to the Town within 15 days following the expiration of the Section 3.2 objection period.
- 3.4 Sales Price Dispute. If the Town objects to the Sales Price, the Town and MWW shall have 90 days following the date of the Town's objection (the "Fee Negotiation Period") to negotiate a different value to use in determining the Land Sale Fee. If the Fee Negotiation Period lapses without an agreement between the Parties and the Parties do not elect to extend the Fee Negotiation Period, the Town and MWW shall select a mutually acceptable, qualified independent appraiser to determine the fair market value of the transferred parcel. If the report of the independent appraiser indicates that the Sales Price and the appraised fair market value differ by 20% or more, the Land Sale Fee will equal 15% of the appraised value, not 15% of the Sales Price. If the appraisal report indicates a differential between the Sales Price and the appraised value of less than 20%, the Land Sale Fee shall be

based on the Sales Price. MWW shall pay for the appraisal in the event that appraised value exceeds the Sales Price by 20% or more; the Town shall pay for the appraisal in the event that the appraised value does not exceed the Sales Price by 20% or more. MWW shall pay the Land Sale Fee to the Town within 15 days of the date of the appraisal.

- 3.5 Exception to Land Sale Fee. The Land Sale Fee payment requirements of this Section 3 shall not apply to any conveyance of MWW Land to a bona fide not-for-profit organization that (i) is an arms-length transaction with a purchaser that does not control and is not controlled by MWW and (ii) is subject to a binding agreement that requires that the sold or transferred MWW Land remain in its natural, undeveloped condition, provided MWW does not retain any rights to conduct its business, control, financially benefit from, or utilize the sold or transferred MWW Land. Requirements that a buyer or transferee maintain the sold or transferred land in its undeveloped condition or MWW's continuation of watershed protection activities or land and forest management practices on the sold or transferred MWW Land shall not be considered rights retained by MWW for the purposes of this provision.
 - 4. Sand and Gravel Removal; Reduction of PILOT.
- 4.1 <u>Sand and Gravel Removal</u>. MWW will permit the Town to remove up to 100,000 cubic yards of sand and gravel from the portion of the MWW Land described as the Midway Pit, known as Auburn Tax Map #8, Lot #39, (the "Gravel Property") in accordance with plans developed by the Town, subject to the prior approval of MWW, to be used for Town municipal purposes only and not for distribution or resale. The gravel removal shall commence at a date chosen by the Town and will continue for the ten year term of this gravel agreement. The Town shall provide an annual accounting detailing the volume of sand and gravel removed from the Gravel Property. The report will be provided to MWW on or before November first of each year and the credit for each year shall be applied to the December first PILOT payment. The details of the Town's excavation operations shall be governed by a pit agreement to be entered into by MWW and the Town prior to the commencement of any excavation activity (the "Pit Agreement"). The rights and obligations of this Agreement to remove gravel shall terminate upon termination of this Agreement, including termination of any Renewal Term.
- 4.2 <u>Fees and Permits</u>. The Town will be responsible for payment of any taxes or fees that are assessable with respect to the removal of sand and gravel material from the Gravel Property including any Excavation Tax assessment pursuant to RSA 72-B:1 I(e). The Town will be responsible for obtaining all permits, licenses, and approvals necessary for the sand and gravel removal, including an Alteration of Terrain Permit from the New Hampshire Department of Environmental Services and a pit agreement and restoration plan for this project with the Town of Auburn Planning Board as required under RSA 155-E: 2 IV. The restoration plan shall be submitted to MWW for review and subject to the reasonable approval of MWW prior to submission to the Planning Board.
- 4.3 <u>Restoration</u>. The Town will be responsible for the restoration of the Gravel Property and any other portion of the MWW Land that is impacted by the Town's removal activities during the course of removing the sand and gravel, in accordance with the restoration plan developed for this project and provided to the Town of Auburn Planning Board as required by RSA 155-E:2, IV. The restoration shall include shredding of stumps, spreading of loom over the excavated area, and planting vegetation intended to deter erosion of the final grades and slopes.

- 4.4 <u>Safety and Health</u>. The Town shall be responsible for securing the site in a safe and prudent manner during the course of the excavation project. MWW will not be held responsible for any equipment left on the site during the course of the excavation project. The Town will seek to have police patrols check the Gravel Property during routine patrol shifts. The Town shall ensure that MWW shall have access to the Gravel Property throughout the duration of the project at all times. If, in the sole judgment of MWW, the sand and gravel removal is adversely impacting or threatens to adversely impact Lake Massabesic water quality, the Town must cease or alter its operation, as directed by MWW.
- <u>Payment</u>. Prior to the Town commencing removal of sand and gravel from the Gravel Property, (i) the Parties shall determine the current market price for sand and gravel materials and agree on an average market price for all materials and (ii) the Town shall have a topographical survey of the area to be excavated professionally prepared, including the boundaries of the cubic area to be excavated and the approximate amount of material to be excavated over the 10 year period. Excavation shall be limited to that area. If the Parties are unable to reach agreement on market price, they shall average the current price of sand and gravel material from the ten quarries closest to Auburn Town Hall. The Town shall credit to MWW ½ of the Market Price for one-tenth of the sand and gravel material to be removed from the Gravel Property against MWW's payments in lieu of taxes during the initial five years of the Pit Agreement and shall adjust the credit for the second five years of the Pit Agreement based upon the parties' agreement as to then current market price for sand and gravel (or in the absence of agreement, the average price determined in the manner described above). This credit shall not vary regardless of whether the actual volume of sand and gravel removed from the site in any year is more or less than one tenth of the sand and gravel to be removed and shall occur each year for the 10-year term of the Pit Agreement, unless earlier terminated.
- 4.6 <u>Insurance</u>. The Town shall name MWW as an additional insured on the Town's general liability and errors and omissions insurance policies. The Town will provide a Certificate of Insurance to MWW to document the coverage.
- 4.7 <u>Title; Timber</u>. MWW shall retain title to the Gravel Property and shall have the exclusive right to the timber on the Gravel Property. In the event that timber must be felled in order to remove sand and gravel, the Town must notify MWW, which will cut and remove the timber within a reasonable time following such notice.
- 5. <u>Circle of Fun Playground</u>. The Parties hereby amend the expiration date of the Lease executed between them dated August 16, 1996, as amended on or around June 28, 2006, of a portion of the parcel of land located at the corner of Bunker Hill Road and Route 121, on which the Town has located and maintains its Circle of Fun Playground (the "Circle of Fun Lease"), from August 15, 2016, such that the lease term runs with and is equivalent to the Term and Renewal Terms of this Agreement.
 - 6. Access Driveway and Repairs of Griffin Mill Bridge.
 - 6.1 <u>Driveway Easement</u>. MWW shall grant to the Town a temporary, 25-foot wide access easement (the "Driveway Easement") over the length of parcel shown on the Tax Maps of the Town as Map 7, Lot 30 (the "Driveway Easement Property") to provide access from Route 121 to properties owned by James and Janice Fusco, described on the Tax Maps of the Town as Map 7, Lots 29 and 29-1 the ("Fusco Properties"). The Town may locate a gravel driveway over the Driveway Easement, which shall be constructed and maintained by the Town in accordance with standards appropriate for its intended use. The precise location

of the Driveway Easement will be determined by MWW, and the driveway shall be located and constructed such that it does not disturb existing stone walls.

- 6.2 <u>Bridge Reconstruction</u>. As a condition of the Driveway Easement grant, Town shall have applied to the State of New Hampshire Department of Transportation ("DOT") for bridge reconstruction funds to pay for the necessary repairs to Griffin Mill Bridge (the "Bridge"), which provides access to a public right-of-way from the Fusco Properties.
- 6.3 <u>Easement Term</u>. The Driveway Easement shall terminate immediately following the completion of Bridge reconstruction and its opening to regular traffic; provided that the Driveway Easement will terminate, regardless of Bridge reconstruction, upon the later of (i) fifteen years from the date of this Agreement or (ii) termination of this Agreement, including termination of any Renewal Term.
- 6.4 <u>Restoration</u>. Within 60 days of the termination of the Driveway Easement, the Town will remove from the Driveway Easement Property and from any affected MWW Land all materials used to construct the driveway and return the Driveway Easement Property and all affected MWW Land to its original condition at the time of this Agreement's execution.
 - 7. <u>Community Center and Second Playground.</u>
- 7.1 <u>Easement Grant</u>. MWW shall grant easements to the Town to use between three and five acres of the parcel of land shown on the Town's Tax Maps as Map 10, Lot 20 ("Community Center Lot") on which the Town will be permitted to:
 - i. Construct and operate a community center, associated recreational space, and athletic fields on the Community Center Lot (the "Community Center Easement"); and
 - ii. Construct and operate a playground on the Community Center Lot (the "Playground Easement").
- Easement Term. Each of the Community Center Easement and Playground Easement, respectively, shall terminate at the later of (i) fifteen years from the date of this Agreement or (ii) termination of this Agreement, including termination of any Renewal Term, *unless* the community center or playground, respectively, is constructed prior to the Agreement's termination, in which event the Community Center Easement or Playground Easement, respectively, shall continue and the payment requirements of Section 7.3 shall apply. Notwithstanding the above, each such Easement will terminate on the date that the Town ceases use of the community center or playground improvements, respectively.
- 7.3 <u>Easement Payment</u>. If the proposed community center is constructed prior to the termination of the Agreement, following the Agreement's termination, the Town shall pay to MWW (or credit MWW's continuing annual payments in lieu of taxes) an amount each year equal to 10% of the assessed value of the raw land, as equalized by the State, of the easement portion of the Community Center Lot on record with the Town.

If the proposed playground is constructed prior to the termination of Agreement, following the Agreement's termination the Town shall pay to MWW (or credit MWW's continuing annual payments in lieu of taxes) an amount each year equal to 10% of the assessed value of the raw land, without improvements, and as equalized by the State, of the playground easement portion of the Community Center Lot on record with the Town.

7.4 <u>Construction</u>. The construction plans for the community center and the playground shall be submitted to and will be subject to the approval of MWW prior to the

commencement of any construction activity. MWW shall have the exclusive right to the timber on the Community Center Lot, and in the event that construction of the community center or playground, the Town must notify MWW, which will cut and remove the timber within a reasonable time following such notice.

- 7.5 Second Right of Refusal. Prior to the termination of the Community Center Easement and the Playground Easement plus the duration of any period of payment pursuant to Section 7.3, the Town shall have a right of refusal to purchase the Community Center Lot, subject to the existing right of first refusal held by the Society from the Protection of New Hampshire Forests ("SPNHF"). If MWW elects during the Term or any Renewal Terms to sell the Community Center Lot to a third party other than SPNHF, MWW shall send written notice to the Town of its decision to sell the Subject Lot and the price below which it will not sell the Community Center Lost ("Minimum Price"). The Town shall have 60 days from the date of the notice to send to MWW a written response exercising its option to purchase the Community Center Lot. If the Town chooses not to exercise its option under this section or does not send a written response within 60 days, MWW may sell the Community Center Lot for no less than the Minimum Price, free of this restriction. If the Town exercises its option under this section, MWW shall sell and the Town shall purchase the Community Center Lot, at the Minimum Price, within 120 days of the Town's response. Should the Town purchase the Community Center Lot, MWW shall not be obligated to pay the Land Sale Fee contemplated in Section 3 with respect to its sale to the Town.
- 8. Bike Path. MWW and the Town will cooperate and work with the State
 Department of Transportation in an effort to locate and enable the Town to construct and
 maintain a paved bicycle path along Route 121 in the Town (Manchester and Chester Roads) and
 possibly along stretches of Hooksett Road. The cost of bike path design and construction will be
 borne by the Town or entities other than MWW, and the Town will be responsible for
 maintenance of the bicycle path, maintaining adequate levels of insurance, and indemnifying and
 holding MWW, its employees, and commissioners harmless from all expenses, costs, losses,
 liability, and damages to any person, including the costs of defense and attorney's fees for any
 action brought by a third party.

9. Miscellaneous.

- 9.1 <u>Entire Agreement; Amendment</u>. This Agreement is the entire agreement between the Parties with respect to its subject matter and supersedes all other prior and contemporaneous agreements and understandings, oral and written, between the Parties with respect to its subject matter. This Agreement may be amended only by a written agreement between the Parties.
- 9.2 <u>Waiver</u>. If a Party fails to enforce any provision of this Agreement, it will not be precluded from enforcing that provision at another time.
- 9.3 <u>Assignment</u>. This Agreement and the rights granted under it may not be assigned or transferred by either Party without the written consent of the other Party. Any attempt by a Party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties, their respective successors, and permitted assigns.
- 9.4 <u>Severability</u>. In the event that any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be deemed modified to the minimum extent necessary to render the provision enforceable in a

manner that most closely represents the original intent of the Parties, and the remaining terms and conditions of this Agreement will remain in full force and effect.

- 9.5 <u>Governing Law.</u> This Agreement shall be governed by and construed in accordance with law of the State of New Hampshire. In the event of any adjudication of any dispute under this Agreement, the prevailing Party in such action will be entitled to reimbursement of its attorneys' fees and related costs by the other Party.
- 9.6 <u>Force Majeure</u>. Neither Party will be responsible for delays or failures in performance resulting from acts beyond its control, including acts of God, labor conflicts, acts of war or civil disruption, governmental regulations imposed after the fact, public utility outage failures, industry wide shortages of labor or material, and natural disasters.
- 9.7 <u>Notices</u>. All notices, requests, demands, and other communications required or permitted under this Agreement must be in writing and sent to the addresses set forth in the preamble above. A notice will be deemed effective: (a) upon delivery, if delivered personally to an executive employee of a Party; (b) one business day after deposit, if delivered to a nationally recognized courier service offering guaranteed overnight delivery; or (c) three business days after having been deposited in the United States mails, certified mail, postage prepaid, return receipt requested.
- 9.8 <u>Execution; Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original and which together will constitute one and the same instrument.

BY THEIR SIGNATURES, the parties have executed this Agreement as of the Effective Date, on the dates indicated below.

MANCHESTER WATER WORKS

By:

Name: David Paris

Title: Director

Dated: 1/30/14

State of New Hampshire

County of Hillsborough

This instrument was acknowledged before me on the 30⁴ day of January, 20 14 by David Paris.

Motary Public, State of New Hampshire

My commission expires: 9/14/2016

BOARD OF WATER COMMISSIONERS	
By: Mal Huce	
Name: Paul G. Lessard	
Title: President 130/14	
Dated	
State of New Hampshire County of Hills borough	
This instrument was acknowledged before me on the 30 day of Lessard.	f <u>January</u> , 20 <u>14</u> by Paul G.
Notary Public, State of New Hampshire	
My commission expires: $9/14/2016$	
TOWN OF AUBURN	
By: Russel Sel	
Name: Russell C. Sullivan	
Title: Board of Selectmen, Chair	
Dated:	
• *	
State of New Hampshire	
County of Kocking Main	
This instrument was acknowledged-before me on the day or C. Sullivan.	f 1-WRUARY 20 11 by Russell
Lathrung Roman	
Natory Public State of Novy Horseshins	recessessessessessessesses
Notary Public, State of New Hampshire	My Comm. Expires Aug. 14, 2018 My Comm. Expires Aug. 14, 2018
My commission expires: 5 H / 18	KATHRYN R. SKOGLUND OFFICIAL SEAL

By: Name: James F. Headd Title: Board of Selectmen, Vice Chair Dated:
State of New Hampshire County of King Mam
This instrument was acknowledged before me on the day of FLORUARY by James F. Headd
Notary Public, State of New Hampshire Notary Public, State of New Hampshire Notary Public, Notary Public, New Hampshire
My commission expires: My commission expires My commission expires My comm. Expires Aug. 14, 2018
By: Name: Paul M. Raiche Title: Board of Selectmen Dated:
State of New Hampshire County of Kirchary
This instrument was acknowledged before me on the day of Floribacy, 20 day by Paul M. Raiche
Notary Public, State of New Hampshire My commission expires: OFFICIAL SEAL KATHRYN R. SKOGLUND NOTARY PUBLIC - NEW HAMPSHIRE My Comm. Expires Aug. 14, 2018

By: Name: Title: Dated:	William G. Herman, CPM Town Administrator
State of New County of	
This instrume William G. H	ent was acknowledged before me on the Aday of Workuary 20 14 by Herman, CPM.
Notary Public	c, State of New Hampshire KATHRYN R. SKOGLUND NOTARY PUBLIC - NEW HAMPSHIRE My Comm. Expires Aug. 14, 2018
My commissi	
37033/7447006 1 0	



TOWN OF AUBURN

August 15, 2016

Thomas Jameson, TAP Program Manager NH Department of Transportation Bureau of Planning and Community Assistance P.O. Box 483 Concord, NH 03302-0483

Dear Mr. Jameson:

On behalf of the Town of Auburn, we are very pleased to write and express our full support for the Town of Auburn's application for Transportation Alternatives Program (TAP) funds to establish a designated multi-use path along Lake Massebesic in the center of our community.

The attached application for funding outlines the Town's interest and plans for this potential project which would allow young and older bicyclists, walkers, joggers, hikers, snow-shoers or cross country skiers alike to safely travel through the center area of our community and be able to connect with an existing trail system and conservation lands that reaches through a significant portion of our municipality and beyond.

As the governing board of the Town of Auburn, we are committed to providing the Town's share of funding for this project should we be fortunate enough to be selected for TAP funding. It is highly unlikely the Town would be able to move forward with this project without TAP funds. We are committed to put in place all required funding and operational approvals in fiscal year 2017 and to then move forward with construction in fiscal year 2018.

Through the TAP funds, the Town is looking to design, permit and construct the proposed project. The total cost for this project from planning through construction is estimated to be \$601,013 by 2018. The Town will be requesting 80% federal TAP Funds in the amount of \$480,810, with the Town providing the remaining 20% match of \$120,203.

Thank you for your consideration of the Town of Auburn.

Sincerely.

James F. Headd, Chairman

Richard W. Eaton, Vice Chairman

Dale W. Phillips, Selectman

AUBURN BOARD OF SELECTMEN



MANCHESTER WATER WORKS

81 LINCOLN ST., MANCHESTER, NEW HAMPSHIRE 03103-5093 Tel. (603) 624-6494

August 18, 2016

KIMBERLEY L. GRISWOLD President

MATTHEW GREENWOOD

PHILLIP SAPIENZA CLIFF HURST LINDA L. MICCIO BILL TROMBLY JR.

Ex Officio HON. THEODORE L. GATSAS Mayor

PHILIP W. CROASDALE

Thomas Jameson, TAP Program Manager NH Department of Transportation Bureau of Planning and Community Assistance P.O. Box 483
Concord, NH 03302-0483

Dear Mr. Jameson:

On behalf of the Manchester Water Works (MWW), we are very pleased to write and express our full support for the Town of Auburn's application for Transportation Alternatives Program (TAP) funds to establish a designated multi-use non-motorized path along Lake Massabesic in the center of Auburn. Since 2013, the Town of Auburn and the MWW have had conversations about this potential, and a 2014 "Payment in Lieu of Taxes Agreement" between the Town and MWW dedicated MWW land in support of this activity.

As you may know, Manchester Water Works is responsible for providing drinking water and fire protection to the City of Manchester and portions of Auburn, Bedford, Derry, Goffstown, Hooksett and Londonderry. Our main source of water for this undertaking is Lake Massabesic in Auburn and the Massabesic Watershed, which includes approximately 4,100-acres of land in the Town of Auburn. The quality of water is directly related to the quality of the watershed. The Manchester Water Works takes its responsibility as stewards of Lake Massabesic and its watershed land very seriously. Control of recreation activities on watershed property is a component of sound watershed management practices utilized by the MWW. A large part of our mission is to protect the water supply and preserve this valuable resource for future generations.

We are pleased to support the Town of Auburn's efforts in establishing a multi-use path in the area of Lake Massebesic in order to provide a safe area of bikers, walkers, joggers, hikers, snowshoers and cross country skiers. In this effort, we will work closely with the Town throughout the design, permitting and construction phases to ensure a successful project that improves and expands the recreational opportunities, while maintaining the quality of the watershed.

Lastly, Manchester Water Works reserves the rights to approve a list of acceptable recreational activities that may be conducted on the proposed trail and to restrict any use of the proposed trail that would be considered by the MWW to be inconsistent with objectives for maintaining the public drinking water supply.

Sincerely.

Philip W. Croasdale, CPA

Director, Manchester Water Works

cc: John O'Neil, Forester

AUBURN SCHOOL BOARD

11 Eaton Hill Road Auburn, NH 03032

August 9, 2016

Thomas Jameson, TAP Program Manager NH Department of Transportation Bureau of Planning and Community Assistance P.O. Box 483 Concord, NH 03302-0483

Dear Mr. Jameson:

On behalf of the Auburn Village School parents and students, we are very pleased to write and express our full support for the Town of Auburn's application for Transportation Alternatives Program (TAP) funds to establish a designated bicycle path along Lake Massebesic in the center of our community.

Since 2012, the Auburn School Board has been interested in providing a safe means to encourage greater non-motorized travel to school by at least the approximate 350 students in the higher grades in the Auburn Village School.

When we surveyed the parents of these students in 2012 / 2013 the reported barriers for parents allowing their children to ride their bicycles to school were the speed and amount of traffic along the route; the lack of sidewalks or bikes paths, and the safety of intersections and crossings. The project proposed by the Town of Auburn would address these identified concerns, and we believe would enable parents of Auburn Village School students living within one to two miles of the school to be far more comfortable and approving of their children riding their bicycles to school.

The Auburn survey results also indicated that 50% of the respondents felt walking and biking to and from school would be fun for their children, while 83% felt it would be either "very healthy" or "healthy" for their children to walk or bike to school.

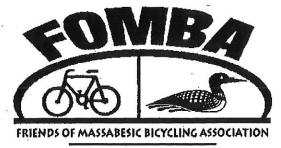
As the governing board of the Auburn School District, we believe the establishment of the proposed bike path in Auburn would be an asset to our community as a whole, and to our school community in specific. We are pleased to be able to support and encourage the approval of the proposed TAP application for this project.

Thank you for your consideration of the Town of Auburn project proposal.

Sincerely,

AUBURN SCHOOL BOARD

Alan Villeneuve, Chair



69 Appletree Rd. Auburn, NH 03032 • (603)483-2951

August 24, 2016

Thomas Jameson, TAP Program Manager NH Department of Transportation Bureau of Planning and Community Assistance P.O. Box 483 Concord, NH 03302-0483

Dear Mr. Jameson:

On behalf of the Friends of Massabesic Bicycling Association, we are very pleased to write and express our full support for the Town of Auburn's application for Transportation Alternatives Program (TAP) funds to establish a designated multi-use path along Lake Massabesic in the center of our community.

The Friends of Massabesic Bicycling Association (FOMBA) is a non-profit organization, dedicated to preserving bicycling privileges within the Lake Massabesic watershed. Volunteers work directly with the Manchester Water Works implementing a program of general trail improvements, maintenance and education.

The multi-use path proposed by the Town of Auburn would be a welcomed connection between existing bicycle trails FOMBA already maintains within the Massabesic watershed and other trails and fire lanes on watershed property. In addition to use by cyclists, the multi-use path would encourage further appropriate seasonal use by walkers, joggers, hikers, snow-shoers or cross country skiers alike.

In addition to the connectivity the proposed trail would provide, it will significantly enhance the safety of the users of the path so they are not among the motorized traffic that is utilizing Chester Road (NH Route 121).

We encourage your support for the Town of Auburn's application for funding under the Transportation Alternatives Program. Thank you for your consideration.

Sincerely.

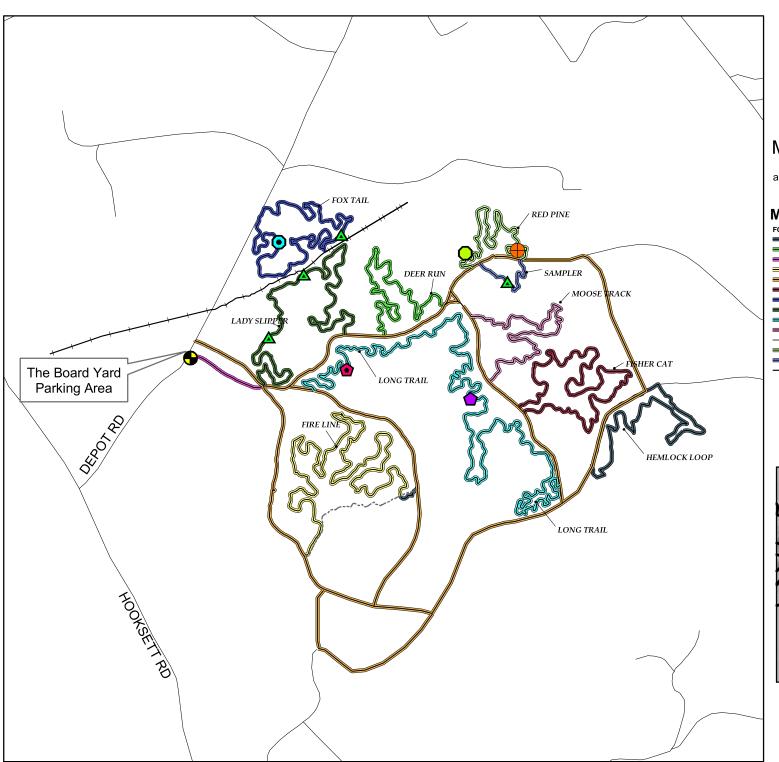
John J. Chapman, President

Friends of Massabesic Bicycling Association











FOMBA TRAIL MAPManchester, New Hampshire

A joint venture by Manchester Waterworks and the Friends of Massabesic Bicycling Association



THE LOG ROLL

THE TWINZ

■ FIELD PATH
■ FIRELINE
■ FIREROAD
BOULDER
BRIDGE

■ FISHERCAT
■ FOMBA IV
■ LADYSLIPPER

■LONGTRAIL ■MOOSETRACK

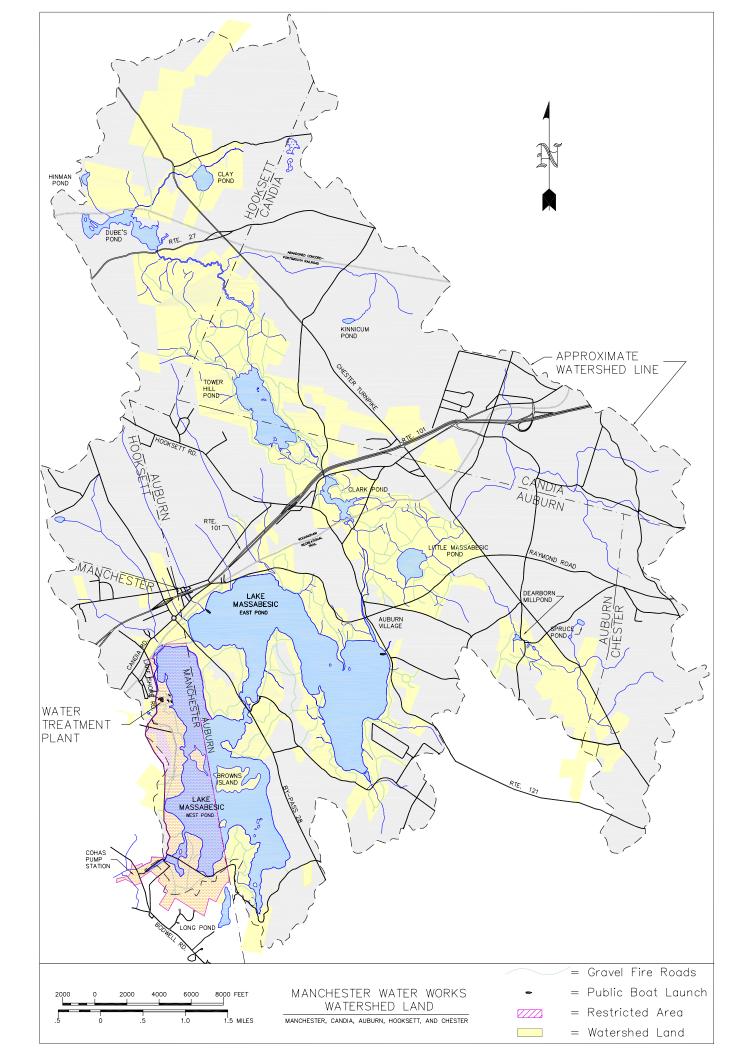
ORIGINAL FIRELINE

REDPINE
SAMPLER
RR/BED

MANCHESTER, N.H.



LOCUS AUBURN, N.H.

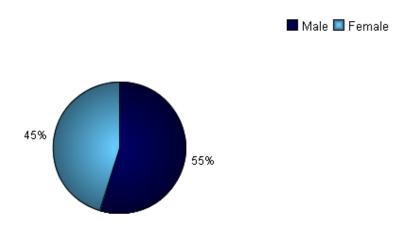


Parent Survey Summary

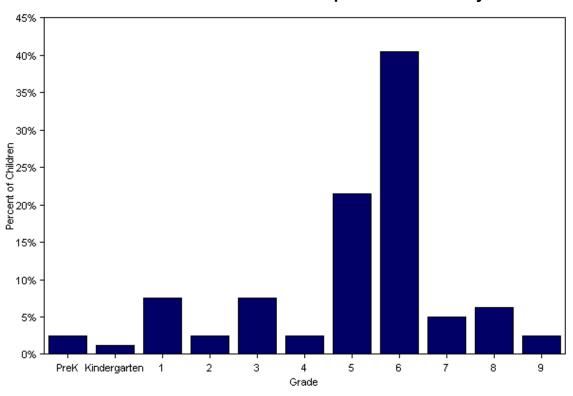
Program Name:	Safe Routes to School	Month and Year Collected:	June 2013
School Name:	Auburn Village School	Set ID:	9827
School Enrollment:	600	Date Report Generated:	08/14/2013
Enrollment within Grades Targeted by SRTS Program:	350	Number of Questionnaires Analyzed for Report:	86
Number of Questionnaires Distributed:	0		

This report contains information from parents about their children's trip to and from school. The report also reflects parents' perceptions regarding whether walking and bicycling to school is appropriate for their child. The data used in this report were collected using the Survey about Walking and Biking to School for Parents form from the National Center for Safe Routes to School.

Sex of children for parents that provided information



Grade levels of children represented in survey



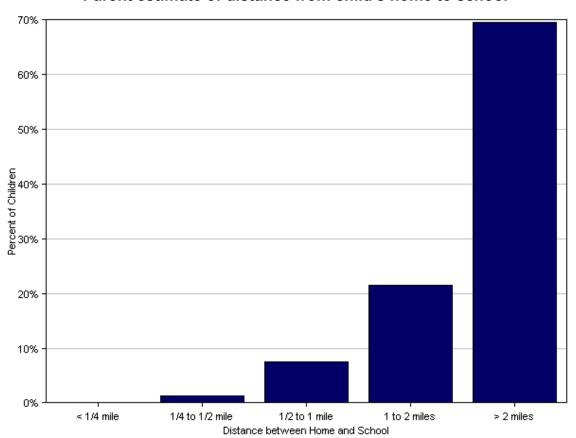
Grade levels of children represented in survey

Grade in School	Responses per grade				
	Number	Percent			
PreK	2	3%			
Kindergarten	1	1%			
1	6	8%			
2	2	3%			
3	6	8%			
4	2	3%			
5	17	22%			
6	32	41%			
7	4	5%			
8	5	6%			
9	2	3%			

No response: 6

Percentages may not total 100% due to rounding.

Parent estimate of distance from child's home to school



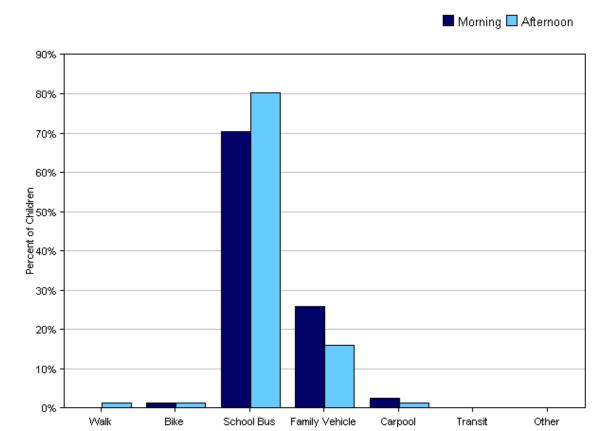
Parent estimate of distance from child's home to school

Distance between home and school	Number of children	Percent
Less than 1/4 mile	0	0%
1/4 mile up to 1/2 mile	1	1%
1/2 mile up to 1 mile	6	8%
1 mile up to 2 miles	17	22%
More than 2 miles	55	70%

Don't know or No response: 7

Percentages may not total 100% due to rounding.

Typical mode of arrival at and departure from school



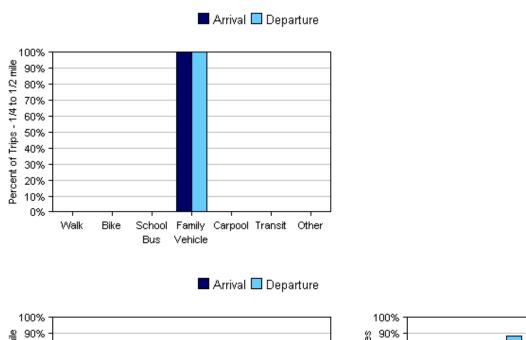
Typical mode of arrival at and departure from school

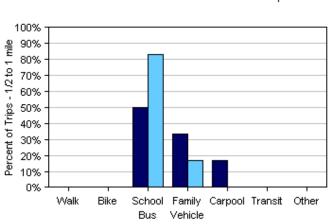
Time of Trip	Number of Trips	Walk	Bike	School Bus	Family Vehicle	Carpool	Transit	Other
Morning	81	0%	1%	70%	26%	2%	0%	0%
Afternoon	81	1%	1%	80%	16%	1%	0%	0%

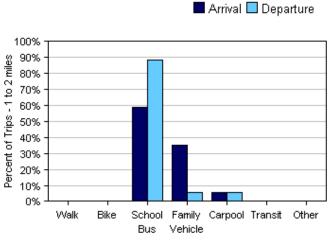
No Response Morning: 5

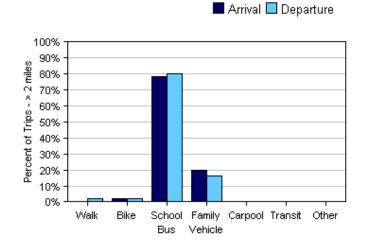
No Response Afternoon: 5
Percentages may not total 100% due to rounding.

Typical mode of school arrival and departure by distance child lives from school









Typical mode of school arrival and departure by distance child lives from school

School Arrival

Distance	Number within Distance	Walk	Bike	School Bus	Family Vehicle	Carpool	Transit	Other
Less than 1/4 mile	0	0%	0%	0%	0%	0%	0%	0%
1/4 mile up to 1/2 mile	1	0%	0%	0%	100%	0%	0%	0%
1/2 mile up to 1 mile	6	0%	0%	50%	33%	17%	0%	0%
1 mile up to 2 miles	17	0%	0%	59%	35%	6%	0%	0%
More than 2 miles	55	0%	2%	78%	20%	0%	0%	0%

Don't know or No response: 7

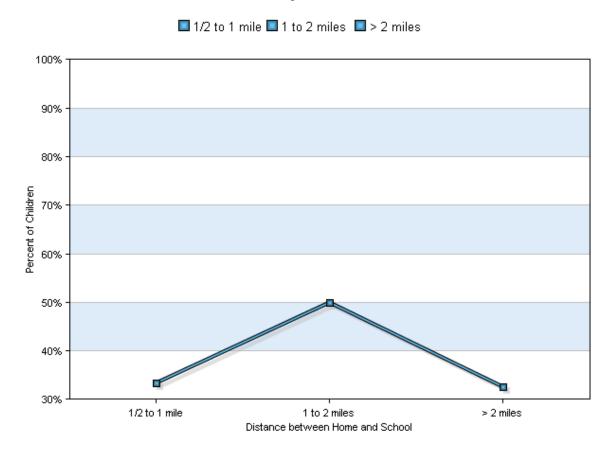
Percentages may not total 100% due to rounding.

School Departure

Distance	Number within Distance	Walk	Bike	School Bus	Family Vehicle	Carpool	Transit	Other
Less than 1/4 mile	0	0%	0%	0%	0%	0%	0%	0%
1/4 mile up to 1/2 mile	1	0%	0%	0%	100%	0%	0%	0%
1/2 mile up to 1 mile	6	0%	0%	83%	17%	0%	0%	0%
1 mile up to 2 miles	17	0%	0%	88%	6%	6%	0%	0%
More than 2 miles	55	2%	2%	80%	16%	0%	0%	0%

Don't know or No response: 7
Percentages may not total 100% due to rounding.

Percent of children who have asked for permission to walk or bike to/from school by distance they live from school



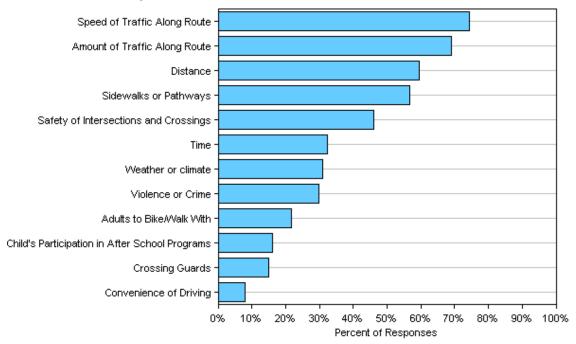
Percent of children who have asked for permission to walk or bike to/from school by distance they live from school

Asked Permission?	Number of Children	Less than 1/4 mile	1/4 mile up to 1/2 mile	1/2 mile up to 1 mile	1 mile up to 2 miles	More than 2 miles
Yes	28	0%	0%	33%	50%	33%
No	50	0%	100%	67%	50%	67%

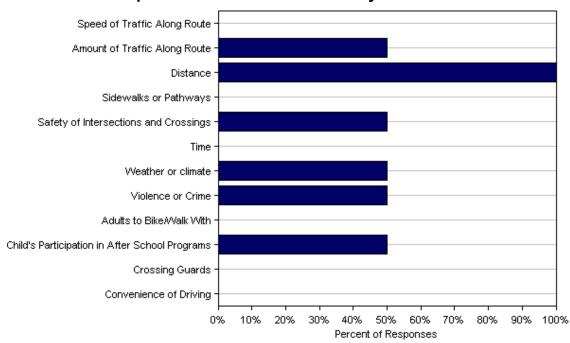
Don't know or No response: 8

Percentages may not total 100% due to rounding.

Issues reported to affect the decision to not allow a child to walk or bike to/from school by parents of children who do not walk or bike to/from school



Issues reported to affect the decision to allow a child to walk or bike to/from school by parents of children who already walk or bike to/from school



Issues reported to affect the decision to allow a child to walk or bike to/from school by parents of children who already walk or bike to/from school

Issue	Child does not walk/bike to school	Child walks/bikes to school
Speed of Traffic Along Route	74%	0%
Amount of Traffic Along Route	69%	50%
Distance	59%	100%
Sidewalks or Pathways	57%	0%
Safety of Intersections and Crossings	46%	50%
Time	32%	0%
Weather or climate	31%	50%
Violence or Crime	30%	50%
Adults to Bike/Walk With	22%	0%
Child's Participation in After School Programs	16%	50%
Crossing Guards	15%	0%
Convenience of Driving	8%	0%
Number of Respondents per Category	74	2

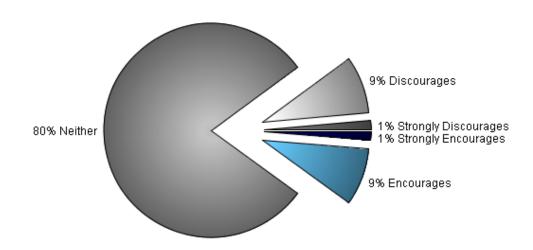
No response: 10

Note:

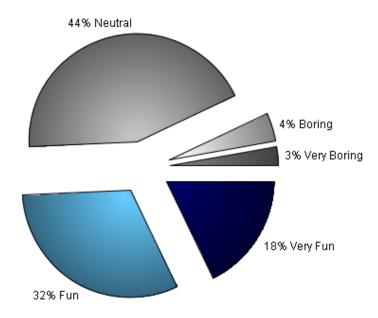
⁻⁻Factors are listed from most to least influential for the 'Child does not walk/bike to school' group.

⁻⁻Each column may sum to > 100% because respondent could select more than issue
--The calculation used to determine the percentage for each issue is based on the 'Number of Respondents per Category' within the respective columns (Child does not walk/bike to school and Child walks/bikes to school.) If comparing percentages between the two columns, please pay particular attention to each column's number of respondents because the two numbers can differ dramatically.

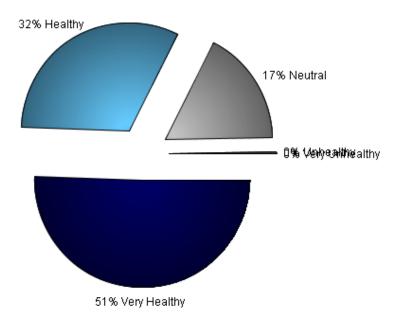
Parents' opinions about how much their child's school encourages or discourages walking and biking to/from school



Parents' opinions about how much fun walking and biking to/from school is for their child



Parents' opinions about how healthy walking and biking to/from school is for their child



Comments Section

SurveyID	Comment
1028008	It would be nice to see pathways around the lake and improved trails. A lot of students pass through the trails to get to school.
1025592	We live on hooksett road in auburn. We have two children that will both be attending auburn village school within the next few years. We as a family cannot currently walk to the school area because the traffic moves too fast and there is almost no shoulder to walk on. Sidewalks would provide a safe place for families to walk and would allow our children to walk to school almost every day once they are old enough. The addition of our sidewalks would provide nothing but a benefit for our town.
1025596	Sidewalks would be great to see in the town of Auburn, not just near the school. There are many neighborhoods that the only way you can go for a walk is to go on the busy road. Hooksett Rd. needs a sidewalk! Also the bus only picks up at the next cul-de-sac so they have to walk quite a bit even though they would take the bus.
1025744	Would love side walks
1028296	No Longer have kids in school but others do.
1025743	I would like to encourage walking and biking from school, it's good for them.
1027189	The street we live on is narrow, no sidewalk and speeding traffic. Not safe for walking or biking
1027541	Auburn is not a bike friendly town for children
1028208	Our family wishes that there were bike paths r sidewalks along side the road providing a safe way for our kids to get more exercise and enjoy riding or walking to me from school.
1028362	Having sidewalks or a designated bike lane would help make me more comfortable.
1028363	adding sidewalks in Auburn particularly on Hooksett would be a great improvement:
1028387	Jeremiah has asked to walk home 4miles I believe, for exercise. He has Bipolar and medications caused weight gainhe wants to improve stamina for running ect. It helps his mood and he has already lost 6lbs since starting about a month ago. He runs/walks with a heavy backpack and we are proud of his initiative. His Doctors agree this has been good for him.
1028546	We would rather the town spent the money on a new school instead of the side walks. It is time everyone worked together to give the kids what they deserve. There is no safe place at the school to allow the kids to park their bikes and then get into the school. There are cars in the front dropping off kids and buses in the back. It is too dangerous and the townspeople need to see we can not patch up this school any longer, sidewalks will not add to the school only make it more of a hazard because we have out grown the school and the property. Please send a survey like this to the whole town to find out about a new school and to reach more people. Thank you for this survey and for giving us an opportunity to express our thoughts.
1031034	I would definitely let my children ride to school once old enough. Although ultimately the parent's responsibility to teach, it is important for the school/community to instill bike safety. I've seen too many kids biking to school on the wrong side of the road, with no helmet, and with bags/backpacks slung over the handlebars. My biggest concern right now would be a wider shoulder/path along Rt. 121 since it's hazardous to bike along it, especially with crumbling pavement and little to no shoulder.
1031194	my child walks all the way home on occasion, but does so in groups. If he were alone, I wouldn't allow it.
1031337	Better paved roads would be welcomed.
1033191	My child would not ride his bike to school. We live more then 4 mi. from school and the roads are too dangerous!
1026479	It's not only walking to/from home but accessing the library, town store or restaurant and even playground that is an issue without sidewalks and with the speed of cars in that area. Plus the danger of the 3 way stop at the 4 corners intersection.
1028156	Not only would sidewalks be safe for children to walk to and from school. It would also be safer for the many runners and walkers that are on this road. With all the talk about obesity in children, getting sidewalks should be a priority in our community.
1028542	My child has asked about walking as a middle schooler but I don't feel it would be appropriate for her maturity level for another year or so. My 8th grader walks home frequently with her friends and loves it and I would rather have her walking and getting some exercise than staring at a screen of some kind!

1031239	We live too far for our kids to walk/bike, but I think it's a great idea for the kids that live closer.
1033193	It would be nice to have sidewalks on Hooksett Rd as it is a narrow busy road, same thing with Wellington Rd.
1033240	We live in a rural area and dark dirt roads and no sidewalks are not condusive to allowing a child to walk or bike ride.
1026469	While we are a bit further than some from the school, it would be great to see a 'walking bus' or 'cycling bus' program implemented. So the lids can get to school under their own steam but with some adult supervision. I am from the UK where there are more sidewalks and more programs like this. It would be a positive health and environmental initiative for the village. Even of my son could walk part way I'd be interested in participating in the program.
1027654	I do nto allow him to ride alone. He usually meets 1 or 2 friends at Raymond Rd & Chester Turnpike
1028195	I would like to see sidewalks to encourage others to walk, not just for school.
1028393	I would support side walks in Auburn, but the distance that we live from school will impact the decision of my child walking/biking to school. I am not going to allow my child to walk to school when we live over 2 miles from school.
1028434	I'm not sure I'll be comfortable with the kids riding their bike down Eaton Hill Road. That would be tough for me, although he's a great biker. It is also up hill all the way home, so that's probably the bigger issue. I'd have to come and get him and his bike.
1031333	We live right on hooksett road. The only reason We won't let our children walk/bike to school is because there are no side walks. So the busy road concerns us.
1025601	Too many parents complain there student has too far to walk tot he bus, there is no way they will want their child to ride a bike that distance. We should not be spending money on trying to put in sidewalks throughout town.
1028361	I allow my childeren to walk to the library due to the short distance from the school the there, but I feel like the road is very congested and is full of traffic. I think that we should have sidewalks throughout the town for the childeren walking farther distances or childeren just walking on a street with no sidewalks because there are certain areas where there is a lot of traffic that can be very dangerous for the childeren.
1028369	Distance is too strong a factor to consider this survey realistic.
1026077	Auburn is a very rural town with a lake in the middle. More busses would be a better solution. The bus routes and schedules are in great need of improvement.
1027538	The idea that we need sidewalks in a town with often times hundreds of feet of free space on either side of the road is ridiculous. Its been voted down time and time again and when UNH came in to organize priorities it was just about unanimous (after the discussion) that it was impractical and irrelevant. The only sidewalk improvement I would like to see would be to extend the current school sidewalk to the playground. I wouldn't mind if the town kept the sidewalk clear in the winter so the kids could use the playground in the winter.
1028368	Auburn is very rural. Side walks will not encourage walking or riding bikes to school.
1028377	In my opinion there are very few children who should be walking or riding their bikes to school because of the location of the school. Only those families who live right in the village should be doing so. The main routes through Auburn are too busy and the wooded areas around pose other dangers.
1026713	Both of my children love to take the bus to school and do not have an interesting in walking or biking. Bus safety would be more of a concern for us than sidewalks.
1027185	I think the real issue here is common sense; this is a town, not a city. Putting sidewalks around the school will do absolutely nothing for walkers beyond that immediate area as houses spread out for miles in every direction. If it will only benefit a few walkers, it doesn't make fiscal sense to build sidewalks, especially considering the fact that our school only houses children up to age 13-14.
1031193	when we did live closer to school, my children would walk and I would meet them at the school. The staff informed me "You cannot wait in the parent pick up area for your child if your walking because it's not fair for you to cut in line of the people in cars, you should drive down, the other parents are complaining".