



## **MEETING AGENDA**

TOWN OF PITTSFIELD  
BOARD OF SELECTMEN  
TOWN OFFICE, 85 MAIN STREET  
PITTSFIELD, NEW HAMPSHIRE 03263

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### **TUESDAY, JUNE 14, 2016**

**5:30 p.m.** – Call to order - early meeting time to review personnel evaluations (possibly in non-public)

**6:00 p.m.** - Call to order – regular session

### **PUBLIC INPUT**

### **AGENDA REVIEW**

### **APPOINTMENTS**

6:15 p.m. – Jeffrey Swain, Zoning Board of Adjustment

6:30 p.m. – Dave Simpson, Pittsfield Wellness Coalition

7:15 p.m. – Peter Pszonowsky, Fire Chief & Don Tyler, Chief Inspector

### **NEW BUSINESS**

#### **ACTION ITEMS**

1. FEMA Hazard Mitigation Grant – for 42 Chestnut Street demolition
2. Town Hall security

#### **COMMITTEE REPORTS**

#### **INFORMATION ITEMS**

1. Sale of town owned tax-deeded property
  - a. Tax Map U2, Lot 36 – 85 Catamount Road – closed on 6/8/2016
2. Quintin B. Berkson Scholarship Trust Fund
3. City of Franklin event - walking tour to see their progress - June 23, 2016
4. Transportation Advisory Committee June 7, 2016 meeting summary

### **PUBLIC INPUT**

### **OLD BUSINESS**

1. Town hall basement (4/5/16)
2. Sale of town owned tax-deeded property
  - a. Tax Map U5, Lot 41 – 11 Watson Street (5/17/16)
  - b. Five parcel combined offer - (5/24/16)
    - i. Tax Map U4, Lot 25 – 1 Fayette Street
    - ii. Tax Map U4, Lot 26 – Depot Street (was #7)
    - iii. Tax Map U3, Lot 127 – Fayette Street (parking lot parcel 1 of 2)
    - iv. Tax Map U3, Lot 128 – Bridge Street (parking lot parcel 2 of 2)
    - v. Tax Map U3, Lot 118 – Franklin Street parking lot

## **APPLICATIONS and WARRANTS**

1. Notice of Intent to Cut – Tax Map R51, Lot 3

## **CHECK MANIFESTS**

1. Accounts Payable
2. Payroll

## **MINUTES**

1. June 7, 2016 – Public Meeting Minutes
2. June 7, 2016 – Non-Public Meeting Minutes

## **NON-PUBLIC SESSION**

1. RSA 91-A:3, II(a) - Dismissal, promotion, disciplining, or compensation of any public employee
2. RSA 91-A:3, II(d) - Consideration of the acquisition, sale, or lease of real or personal property
3. RSA 91-A:3, II(e) - Consideration or negotiation of pending claims or litigation

## **PUBLIC INPUT**



## State of New Hampshire Department of Safety

John J. Barthelmes, Commissioner

Kevin P. O'Brien, Assistant Commissioner

Richard C. Bailey, Jr., Assistant Commissioner

### Homeland Security and Emergency Management

Perry E. Plummer, Director

Jennifer L. Harper, Assistant Director



June 7, 2016

Ms. Cara Marston, Town Administrator  
Town of Pittsfield  
85 Main Street  
Pittsfield, NH 03263

Dear Ms. Marston:

Congratulations! The New Hampshire Department of Safety, Homeland Security and Emergency Management is pleased to provide your community with a Hazard Mitigation Grant (CFDA #97.039) through FEMA-4209-DR-NH-14R, 42 Chestnut Street demolish. The amount of the Federal portion of this grant is \$30,617.00. Enclosed is a Grant Agreement for the Town of Pittsfield to enter into with the State of New Hampshire through the Hazard Mitigation Grant Program. **Please provide meeting minutes with the executed grant agreement.**

By law, all grantees receiving Federal awards totaling \$25,000.00 or more are subject to the Federal Funding Accountability and Transparency Act (FFATA) reporting requirements. These grantees **MUST** complete and return the attached **FFATA Sub-Recipient Information Reporting Form**. HSEM, in turn, is required to report the data from your returned form by the end of next month in order to fulfill the reporting requirement. **Please return form with the signed Grant agreement.**

Please note that **if** the cumulative total amount of Federal funds from all granting agencies is \$750,000.00 or greater, you are required to submit an audit report of expenditures on this account to this agency. This procedure is required under the Single Audit Act of 1984 (Rev.7/96) and OMB Circular A-133. Please **complete and return** the enclosed **Compliance of Audit Requirements Form**. Additionally, with the acceptance of this Federal money you are required to maintain financial records, supporting documents and all other pertinent records for a period of three (3) years.

Upon receipt of the completed paperwork, it will be forwarded to the Governor and Executive Council for approval. Once approval is received, a go-ahead letter will be sent to your community along with a copy of the executed grant agreement. Please do not do any work on this project until you hear from HSEM.

If you have any questions, please do not hesitate to contact me at 603-223-3655. Thank you for your continued efforts with emergency management.

Sincerely,

Beth Peck  
Hazard Mitigation Officer

cc: ShawnaLeigh Morton, NH HSEM Field Representative, w/out enc.

3. AREA COVERED. Except as otherwise specifically provided for herein, the Sub-Recipient shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon signature by the State Agency as shown in block 1.14 ("the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in its entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Sub-Recipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Sub-Recipient under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Sub-Recipient for all expenses, of whatever nature, incurred by the Sub-Recipient in the performance hereof, and shall be the only, and the complete, compensation to the Sub-Recipient for the Project. The State shall have no liabilities to the Sub-Recipient other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY SUB-RECIPIENT WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Sub-Recipient shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Sub-Recipient, including the acquisition of any and all necessary permits.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date three (3) years after the Completion Date the Sub-Recipient shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Sub-Recipient's normal business hours, and as often as the State shall demand, the Sub-Recipient shall make available to the State all records pertaining to matters covered by this Agreement. The Sub-Recipient shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Sub-Recipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Sub-Recipient in block 1.3 of these provisions
8. PERSONNEL.
- 8.1. The Sub-Recipient shall, at its own expense, provide all personnel necessary to perform the Project. The Sub-Recipient warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Sub-Recipient shall not hire, and it shall not permit any subcontractor, Sub-Recipient, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Sub-Recipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Sub-Recipient notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Sub-Recipient shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Sub-Recipient a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Sub-Recipient notice of termination; and
- 11.2.2 Give the Sub-Recipient a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Sub-Recipient during the period from the date of such notice until such time as the State determines that the Sub-Recipient has cured the Event of Default shall never be paid to the Sub-Recipient; and
- 11.2.3 Set off against any other obligation the State may owe to the Sub-Recipient any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Sub-Recipient shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Sub-Recipient to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Sub-Recipient from any and all liability for damages sustained or incurred by the State as a result of the Sub-Recipient's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, unless otherwise provided, except where notice default has been given to the Sub-Recipient, the Sub-Recipient, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member of employee or of the Sub-Recipient, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

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- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. SUB-RECIPIENT 'S RELATION TO THE STATE. In the performance of this Agreement the Sub-Recipient, its employees, and any subcontractor or Sub-Recipient of the Sub-Recipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Sub-Recipient nor any of its officers, employees, agents, members, subcontractors or Sub-Recipient s, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. ASSIGNMENT AND SUBCONTRACTS. The Sub-Recipient shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or sub granted by the Sub-Recipient other than as set forth in Exhibit A without the prior written consent of the State.
16. INDEMNIFICATION. The Sub-Recipient shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Sub-Recipient or subcontractor, or Sub-Recipient or other agent of the Sub-Recipient . Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. INSURANCE AND BOND.  
The Sub-Recipient shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, Sub-Recipient or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Sub-Recipient.
19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required, or by the signing State Agency.
21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.



**EXHIBIT A**  
**SCOPE OF WORK**

1. The Department of Safety, Division of Homeland Security and Emergency Management (hereinafter referred to as “the State”) is awarding the Town of Pittsfield (hereinafter referred to as “the Subrecipient”) \$30,617.00 within the Hazard Mitigation Grant Program.

“The Subrecipient” proposes to demolish a residential property located at 42 Chestnut Street, in the AE zone of the Suncook River. The property will be demolished and removed. The work will include removal of all structural debris to an approved disposal facility, foundation walls will be collapsed and any concrete floors will be broken up and remain in place. The site will be graded and filled. All utilities will be terminated in accordance with state requirements and all and all paved driveways will be removed, returning the area to open space.

“The Subrecipient” agrees that the period of performance ends March 24, 2019 and that a final performance and expenditure report will be sent to “the State” by April 23, 2019, 30 days after the period of performance ends.

2. **PROJECT REVIEW and CONDITIONS**

“The Subrecipient” shall comply with the project review and conditions as identified by the Federal Emergency Management Agency (FEMA). The FEMA Record of Environmental Consideration is attached to this agreement.

“The “Subrecipient” shall submit quarterly progress reports, drafts, and final updated local hazard mitigation plans for the three communities. Quarterly reporting shall begin in the quarter in which this grant agreement is approved, shall be submitted within 15 days after the end of a quarter, and shall continue until the project is completed.

“The Subrecipient” is responsible for the 25% cost share, which is \$10,205.00.

“The Subrecipient” shall maintain financial records, supporting documents, all other pertinent records for a period of three (3) years from the grant period date. In these records, “the Subrecipient” shall maintain documentation of the 25% cost share required by this grant.

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Subrecipient Initials: 1.) \_\_\_\_\_ 2.) \_\_\_\_\_ 3.) \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT B**

**GRANT AMOUNT AND METHOD OF PAYMENT**

**1. GRANT AMOUNT**

	Applicant Share	Grant (Federal Funds)	Cost Totals
Project Cost	\$ 10,206.00	\$ 30,617.00	\$ 40,823.00
Column Totals	\$ 10,206.00	\$ 30,617.00	\$ 40,823.00
The Project Cost is 75% Federal Funds, 25% Applicant Share			
Awarding Agency: Federal Emergency Management Agency (FEMA)			
Award Title and number: FEMA-4209-DR-NH-14-R			
Catalog of Federal Domestic Assistance (CFDA) Number: 97.039 (HMGP)			
Applicant's Data Universal Numbering System (DUNS): 113403518			

**2. FEE SCHEDULE**

The Subrecipient” agrees the total payment by “the State” under this grant agreement shall be up to, but will not exceed \$30,617.00.

“The State” shall reimburse up to \$30,617.00 to “the Subrecipient” upon “the State” receiving appropriate documentation of expended funds from “the Subrecipient”.

Should “the Subrecipient” need to make a request for an advancement of funds, upon approval of the grant agreement by the Governor and Council, this request must be submitted in writing to the State Hazard Mitigation Officer. The request must be made using the request for funds form. Request for funds should be made at least 4 – 6 weeks prior to the identified need, and shall be expended within thirty (30) days of receipt.

Proof of expenditures must be provided back to “the State” within thirty (30) days of receipt.

“The Subrecipient” based on expenditures, will need to request necessary funds for reimbursement. Additional reimbursement requests may be requested contingent upon documented expenditure of previous paid amounts.

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Subrecipient Initials: 1.) \_\_\_\_\_ 2.) \_\_\_\_\_ 3.) \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT C**

**SPECIAL PROVISIONS**

1. This grant agreement may be terminated upon thirty (30) days written notice by either party.
2. Any funds advanced to “the Subrecipient” must be returned to Homeland Security and Emergency Management if the grant agreement is terminated for any reason other than completion of the project.
3. Any funds advanced to “the Subrecipient” must be expended within 30 days of receiving the advanced funds.
4. The “Subrecipient” agrees to have an audit conducted in compliance with 2 CFR 200, if applicable. If a compliance audit is not required, at the end of each audit period “the Subrecipient” will certify in writing that they have not expended the amount of federal funds that would require a compliance audit (\$750,000.00). If required, they will forward for review and clearance a copy of the completed audit(s) to “the State”.

Additionally, “the Subrecipient” has or will notify their auditor of the above requirements prior to performance of the audit. “The Subrecipient ” will also ensure that, if required, the entire grant period will be covered by a compliance audit, which in some cases will mean more than one audit must be submitted. “The Subrecipient” will advise the auditor to cite specifically that the audit was done in accordance with 2 CFR. “The Subrecipient” will also ensure that all records concerning this grant will be kept on file for a minimum of three (3) years from the end of this audit period.



Subrecipient Initials: 1.) \_\_\_\_\_ 2.) \_\_\_\_\_ 3.) \_\_\_\_\_ Date: \_\_\_\_\_

## THE QUINTIN B. BERKSON SCHOLARSHIP TRUST

This AGREEMENT is made effective this 6<sup>th</sup> day of June, 2016, between **LARRY C. BERKSON** ("Larry") and **SUSAN B. CARBON** ("Susan"), of Chichester, County of Merrimack, New Hampshire (separately, "Grantor", collectively, the "Grantors"), and the **PITTSFIELD TRUSTEES OF TOWN TRUST FUNDS**, as Trustees, of Pittsfield, County of Merrimack, New Hampshire ("Trustees").

### RECITALS:

A. Larry was reared and educated in Pittsfield, New Hampshire. He remembers fondly his youth and the civic pride he and his neighbors felt to be a part of a vigorous, vital and industrious community. Larry credits the excellent education he received in the Pittsfield public school system for the development of the values and work ethic which enabled him to go to college, obtain a Ph.D. and enjoy success in the business world.

B. Susan moved to Pittsfield in 1982 and became deeply involved in the community. She served on the Pittsfield School Board and chaired the effort to bring kindergarten to Pittsfield. She was the first chair of the Zoning Board and served as a judge on the Pittsfield District Court for several years before it merged with the Concord District Court (where she continued serving).

C. Larry and Susan wish to give back to the community that has given them so much happiness and to honor the memory of their son, Quintin B. Berkson, who was raised in Pittsfield and graduated from Pittsfield Middle-High School (sometimes, "PMHS") before graduating from Becker College in Worcester, MA.

D. Larry and Susan recognize that only limited resources are available to the parents of graduating seniors at PMHS, and with diminishing resources of public scholarships, grants and financial aid, many graduating seniors at PMHS are forced by financial necessity to immediately enter the workforce and forgo future education.

### **Article I. Trust Purposes**

A. The Grantors establish this Trust to be a charitable trust, more specifically as a Town Trust Fund, to assist Pittsfield and its current (or successor) School District in its important public purpose of assisting Pittsfield graduates in pursuing higher education, as contemplated in R.S.A. §31:19, I.

B. This Town Trust Fund will be administered exclusively by the current and successor Pittsfield Trustees of Town Trust Funds selected as provided in R.S.A. §31:22, for the

exclusive benefit of Pittsfield Middle-High School graduates, or graduates of any school(s) which succeeds Pittsfield Middle-High School if it is no longer in existence and operating, and the accomplishment of these charitable purposes.

C. The Trust shall be organized and operated exclusively for educational purposes as set forth in Code §§170(c)(2), 501(c)(3), 2055(a)(3) and 2522(a)(2).

D. The Grantors intend and expect that any contributions made to this Trust by Larry, Susan or any other contributors will be deductible contributions for federal income, gift and estate tax purposes.

E. The Grantors intend and expect that any and all contributions to this charitable trust will be exempt from federal income taxation.

**Article II. Trust Name**

This Trust shall be known as The Quintin B. Berkson Scholarship Trust (sometimes herein referred to as "the Trust" or "Trust Agreement").

**Article III. Trust Fund**

The Trustees may receive and accept property (excluding real property) by way of gift or bequest, from any person, firm, trust or corporation, to be held, administered, and disposed of in accordance with and pursuant to the provisions of this Agreement; but no gift or bequest of any such property shall be received and accepted if it is conditioned or limited in such manner as to require the disposition of the income or its principal to any person or organization other than a charitable organization or for other than charitable purposes within the meaning of such terms as defined in Article VIII of this Agreement, or as shall in the opinion of the Trustees, jeopardize the federal income tax exemption of this Trust pursuant to §501(c)(3) of the Internal Revenue Code, or the corresponding provisions of any later federal tax laws or any future federal tax code (the "Internal Revenue Code" or "Code").

**Article IV. Use of the Trust Fund**

A. Annual Scholarship Distributions. Upon the death of the first Grantor and not sooner, the Trustees shall distribute the net income at least annually for the benefit of an individual as a scholarship award or awards ("scholarship awards"), as further provided in this Article IV. Notwithstanding the foregoing, each year in the event the principal of the Trust estate has been reduced by investment losses to a level below its value determined as of the date of receipt by the Trustees ("Book Value"), the net income of the Trust shall not be expended for a scholarship award(s) until the value of the Trust principal is restored to Book Value, as adjusted for capital gains which shall be retained by the Trustees and which shall increase the Trust principal. The Trust principal shall be retained, invested and reinvested.

There shall be no distributions of Trust principal. The scholarship award shall be paid by the Trustees directly to the educational institution in which the recipient (as the term "recipient" is defined under Paragraph B of this Article IV) is about to be or is enrolled, whatever the case may be, at a time determined by the Trustees in their discretion. The Trust shall continue in perpetuity unless terminated as provided in Article V.

B. Eligible Recipients. Students or alumni of PMHS (or students or alumni of the equivalent school(s) which succeeds PMHS) who are applying for admission, or have been admitted to post-secondary, degree-granting, education programs, whether in technical schools, colleges or universities, to the exclusion, however, of on-line diploma entities, are eligible recipients (collectively, "recipients", individually, "recipient"). The Trustees may but need not give preference to residents of Pittsfield. A recipient may reapply for a scholarship award(s) in successive years, as may be needed, to complete his or her degree. The Trustees may but need not give preference to current recipients when making annual scholarship awards.

C. Publication. The Trustees should take all reasonable steps to publicize the availability of scholarship awards from the Trust to eligible PMHS students, their parents, the local Parent Teacher Organization, and the administration of PMHS, including guidance counselors.

D. Policies and Procedures. From time to time as the Trustees deem reasonable and necessary, the Trustees, in the Trustees' sole discretion, may establish policies and procedures for (1) scholarship award applications, (2) the review of applications, (3) the criteria for granting of scholarship awards based on financial need, academic achievement, leadership abilities, interviews, and other criteria adopted by the Trustees, (4) the timing of awards, and (5) the criteria for the revocation of eligibility.

E. Awards Committee. The Trustees may, but need not, delegate all or a portion of such responsibilities to establish policies and procedures to a volunteer "Awards Committee" (the "Awards Committee"). The Awards Committee will serve in an advisory capacity only. The final determination regarding scholarship awards and revocation of scholarships will be the Trustees' alone. The Awards Committee may consist of five (5) but not more than seven (7) members including, but not limited to, a guidance counselor selected by the PMHS school principal, a faculty member selected by the PMHS school principal, a member of the Pittsfield School Board selected by the Chair of the Board, a member of the local PTO (if any), either of the Grantors, if available and willing to serve, and one or more of the Trustees of the Pittsfield Town Trust Funds selected by the Chair of the Trustees. Any additional members shall be selected by the Trustees. If and when possible, in the sole discretion of the Trustees, the Awards Committee and Trustees should structure and administer the scholarship awards such that such awards are "qualified scholarships" as provided under Code §117.

F. By-Laws. The Members of the Awards Committee may serve for such terms and under such conditions as the Trustees may establish in written by-laws adopted and revised from time to time in the sole discretion of the Trustees ("by-laws"). The Grantors hope (but do not direct) that by-laws will provide the Awards Committee with guidelines and criteria for the review of applications and the award of scholarships which consider tangible and intangible factors, including (without limitation) the applicant's academic achievement, extracurricular activities, community service, demonstrated leadership ability, and need as demonstrated by both a candidate's academic record and presentation at any interviews the Awards Committee might conduct. The Grantors hope (but do not direct) such criteria will require each recipient's maintenance of a minimum grade point average and some mechanism for monitoring compliance, such as a recipient's sending copies of grade reports to the Trustees and/or Awards Committee each time a grade report is issued. The Grantors hope (but do not direct) that the Trustees will require each recipient to sign a non-binding pledge that the recipient will make an effort after graduation to contribute to the Trust to reflect the recipient's gratitude for the scholarship award, and that the Trustees and/or Awards Committee will maintain records and an updated database of recipients and their addresses to enable them to send annually to each recipient who has graduated written reports of the Trust's finances and scholarship awards for the prior year, together with a solicitation reminding the recipient of his/her pledge. Any such contributions to the Trust received from prior recipients shall be added to the principal of the Trust estate.

G. Action by Awards Committee. The Grantors hope (but do not require) the by-laws will provide that any action to be proposed by the Awards Committee to the Trustees must be supported by the affirmative vote of a majority of the members of the Awards Committee. The Grantors hope (but do not require) the Trustees will routinely approve the Awards Committee's proposals notwithstanding that the Awards Committee's role is advisory only and any determination concerning any action proposed by the Awards Committee's vote will be subject to the approval of a majority of the Trustees.

**Article V. Trust Termination**

The Trust shall continue forever.

**Article VI. Trustees**

A. The Pittsfield Trustees of Town Trust Funds are those Trustees elected as provided in R.S.A §§31:19 or 23. The term "Trustees" shall mean the Pittsfield Town Trustee or Trustees for the time being in office, and any successor Pittsfield Trustees of Town Trust Funds elected by the Town of Pittsfield as provided in R.S.A. §§31:22, 31:23 or 31:31 (or the corresponding provisions of any later New Hampshire laws applicable to trust funds established for a town's school district).

B. On the date of this Agreement, the Pittsfield Trustees of Town Trust Funds are the following: Cara Marston; Ross Morse; and, Harry Vogt.

C. The number of Trustees shall be at all times not less than two, and whenever for any reason the number is reduced to one, there shall be, and at any other time there may be, appointed one or more additional Trustees. Notwithstanding the foregoing, one or more Trustees, whether original or successor Trustees, for the time being in office, shall have full authority to act even though one or more Trustee vacancies may exist. Vacancies shall be filled by the selectmen for the remainder of the term as provided in RSA 31:22.

D. Any succeeding or additional Trustee(s) shall, upon his or her acceptance of the office by written instrument signed and acknowledged, have the same powers, rights and duties, and the same title to the Trust estate jointly with the surviving or remaining Trustee or Trustees as if originally appointed.

E. No Trustee shall be responsible or liable for the acts or omissions of any other Trustee(s) or any predecessor Trustee. No one dealing with any Trustee need inquire concerning the validity of anything such Trustee does, or see to the application of any money paid or property transferred to or upon the order of such Trustee. No Trustee shall be obligated to examine the accounts and actions of any previous Trustee. The Trustee shall be held harmless from and shall not be responsible for actions or inactions as Trustee unless those actions or inactions constitute gross negligence or willful misconduct.

F. A Trustee may, by appropriate written instrument, delegate all or any part of his or her powers to another or others of the Trustees for such periods and subject to such conditions as such delegating Trustee may determine.

G. The Trustees are authorized to reimburse themselves amounts for reasonable expenses incurred in the administration of the Trust Agreement. Any sum(s) paid to Trustees shall be supported by documentation. No Trustee shall be entitled to receipt of compensation for services rendered.

#### **Article VII. Trustees' Duties and Powers**

A. Except as may be expanded or limited by the terms of this Trust Agreement, the Trustee and any successor Trustee(s) shall have all of the fiduciary powers, duties and authorities conferred upon trustees under the laws of the State of New Hampshire in effect from time to time, including but not limited to those conferred by New Hampshire RSA Chapter 564-B, the Uniform Trust Code ("Uniform Trust Code"), as amended.

B. The Trustees' powers are exercisable solely in the fiduciary capacity consistent with and in furtherance of the charitable purposes of this Trust as specified in Article VIII and not otherwise.

C. For so long as either Grantor is alive, the Trustees shall provide a report at least annually, and more frequently upon the surviving Grantor's request, regarding the scholarship awards and the identities of recipients, including, but not limited to the nature and extent the awards, the identities of recipients, a recipient's academics, and whether and to what extent recipients are making contributions to the Trust following graduation from the institution of higher learning.

**Article VIII. Miscellaneous**

A. In this Trust Agreement and in any amendments to it, the following words or terms shall have the following meanings:

1. "Charitable organizations" or "charitable organization" mean corporations, trusts, funds, foundations, or community chests created or organized in the United States or in any of its possessions, whether under the laws of the United States, any state or territory, the District of Columbia, or any possession of the United States, organized and operated exclusively for charitable purposes, no part of the net earnings of which inures or is payable to or for the benefit of any private shareholder or individual, and no substantial part of the activities of which is carrying on propaganda, or otherwise attempting to influence legislation, and which do not participate in or intervene in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office. It is intended that the organization described in this Paragraph A of this Article VIII shall be entitled to exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code.

2. The term "charitable purpose" or "charitable purposes" shall be limited to and shall include only religious, charitable, scientific, literary, or educational purposes within the meaning of those terms as used in section 501(c)(3) of the Internal Revenue Code, but only such purposes as also constitute public charitable purposes under the law of trusts of the State of New Hampshire.

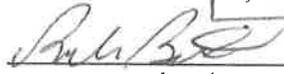
B. This Agreement is made or delivered in New Hampshire and shall at all times be governed by its laws.

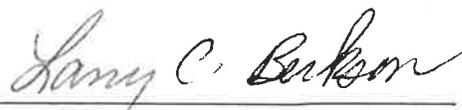
C. All trusts created hereunder shall be exempt from the application of the rule against perpetuities.

D. Any person may rely on a copy, certified by a notary public, of the executed original of this Trust Agreement held by the trustees, and of any of the notations on it and writings attached to it, as fully as he might rely on the original documents themselves. Any such person may rely fully on any statements of fact certified by anyone who appears from such original documents or from such certified copy to be a trustee under this Trust Agreement. No one dealing with the Trustees need inquire concerning the validity of anything the Trustees purport to do. No one dealing with the Trustees need see to the application of anything paid or transferred to or upon the order of the Trustees of the Trust.

IN WITNESS WHEREOF, the Grantors and the Trustees execute The Quintin B. Berkson Scholarship Trust on the day and date first above written, and acknowledge receipt of same.

Rebecca E Britenriker  
Notary Public, State of New Hampshire  
My Commission Expires July 2, 2019

  
\_\_\_\_\_  
Witness Notary

  
\_\_\_\_\_  
Larry C. Berkson, Grantor

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Susan B. Carbon, Grantor

[SPACE LEFT BLANK INTENTIONALLY.  
SEE NEXT PAGE FOR ADDITIONAL SIGNATURES]

PITTSFIELD TRUSTEES OF  
TOWN TRUST FUNDS

Bonnie Theriault  
Witness

Cara Marston  
Cara Marston, Trustee

Bonnie Theriault  
Witness

Ross Morse  
Ross Morse, Trustee

Bonnie Theriault  
Witness

Harry Vogt  
Harry Vogt, Trustee

STATE OF NEW HAMPSHIRE  
Merrimack, SS.

On the 1<sup>st</sup> day of June, 2016, before me, the undersigned officer, personally appeared **Larry C. Berkson**, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

Rebecca E Briteniker  
Notary Public/Justice of the Peace  
My Commission Expires: Rebecca E Briteniker

Notary Public, State of New Hampshire  
My Commission Expires July 2, 2019

STATE OF NEW HAMPSHIRE  
Hillsborough, SS.

On the 31 day of MAY, 2016, before me, the undersigned officer, personally appeared **Susan B. Carbon**, known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

Stephanie Sayer  
Notary Public/Justice of the Peace  
My Commission Expires:

STEPHANIE SAYER  
★ NOTARY PUBLIC - NEW HAMPSHIRE ★  
My Commission Expires December 20, 2018

STATE OF NEW HAMPSHIRE

Merrimack, SS.

On the 6<sup>th</sup> day of June, 2016, before me, the undersigned officer, personally appeared **Cara Marston**, known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.



Erica Blunthony  
Notary Public/Justice of the Peace  
My Commission Expires: June 6, 2017

STATE OF NEW HAMPSHIRE

Merrimack, SS.

On the 6<sup>th</sup> day of June, 2016, before me, the undersigned officer, personally appeared **Ross Morse**, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.



Erica Blunthony  
Notary Public/Justice of the Peace  
My Commission Expires: June 6, 2017

STATE OF NEW HAMPSHIRE

Merrimack, SS.

On the 6<sup>th</sup> day of June, 2016, before me, the undersigned officer, personally appeared **Harry Vogt**, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.



Erica Blunthony  
Notary Public/Justice of the Peace  
My Commission Expires: June 6, 2017

## Cara Marston

---

**From:** info@allmakesequipmentandparts.com  
**Sent:** Thursday, June 02, 2016 10:20 AM  
**To:** Cara Marston  
**Subject:** Fwd: economic development

Cara,  
I think we need to let Franklin know how many Pittsfield members are going to attend. Please see the e-mail below from Dick Lewis. Would it be possible to e-mail all board and committee members to see if they want to attend and get them registered. I do want to attend this event.

Thank you,

All Makes equipment & parts Inc.  
Roland Carter  
P O Box 55  
Pittsfield, NH 03263  
603-340-6776  
603-435-0483 Fax  
info@allmakesequipmentandparts.com  
www.amepinc.com

-----Original Message-----

**From:** Dick Lewis [mailto:dlewis@franklinnh.org]  
**Sent:** Thursday, June 2, 2016 09:24 AM  
**To:** "All Makes Equipment & Parts"  
**Subject:** RE: economic development

Roland,

I was reminded by a department head that the City is looking for pre-registration for the 6/23/16 Franklin for a Lifetime –One Year later event. The link to register is located below. Getting an idea of the who is, and how many are, registering allows us to plan accordingly and contact folks in the future for other events or news items.

Thanks and hope to see you there.

Dick Lewis  
City Planner

<http://www.eventbrite.com/e/franklin-for-a-lifetime-a-year-later-tickets-25698132807>

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**From:** All Makes Equipment & Parts [mailto:info@allmakesequipmentandparts.com]  
**Sent:** Thursday, May 26, 2016 3:14 PM  
**To:** Dick Lewis  
**Subject:** RE: economic development

Thank you for all of the information. I spoke with our board members last night and I am sure a majority of us will be there for the June 23rd tour and meeting.

# Franklin For A Lifetime: A Year Later

Franklin for a lifetime Steering Committee

Thursday, June 23, 2016 from 5:00 PM to 8:00 PM (EDT)

Franklin, NH

## Ticket Information

TYPE	END	PRICE	QUANTITY
Franklin For A Lifetime	Jul 4, 2016	Free	1

Register



Save This Event

## Who's Going

Oops! We're having trouble connecting to Facebook. Please try again.

## Share Franklin For A Lifetime: A Year Later

Email Share Tweet Like Be the first of your friends to like this.

## Event Details

The Franklin for a Lifetime project aims to create a healthy and vibrant Franklin community for all residents, in support of an aging population. The project has explored ways to make Franklin a more welcoming and supportive place for people of all ages. Please come to see what has happened in a year. Light refreshments will be offered.

### Join us for....

- Walking Tour of Downtown
- Accomplishments
- Current Projects
- Action Group Reports
- Future Plans
- Guest Speaker
- Community Questions

When: Thursday, June 23

Time: 5-6:30pm Walking Tour, Departs from City Hall

6:30-8pm Presentation, Franklin City Hall

For more information: [www.franklinnh.org](http://www.franklinnh.org)

Have questions about Franklin For A Lifetime: A Year Later? Contact Franklin for a lifetime Steering Committee

## When & Where



Franklin City Hall  
316 Central Street  
Franklin, NH 03235

Thursday, June 23, 2016 from 5:00 PM to 8:00 PM (EDT)

Add to my calendar

## Organizer

Franklin for a lifetime Steering Committee

Contact the Organizer

View organizer profile

1 upcoming event on Eventbrite

## Franklin For A Lifetime: A Year Later

Franklin, NH Events Networking

Community

MEMORANDUM

June 7, 2016

From: Transportation Advisory Committee (TAC) Representative

To: Board of Selectmen

Subject: TAC Meeting: Summary

Attachments: A. Agenda TAC Meeting

B. Approved TAC Minutes March 4, 2016

The TAC met Friday, June 3, 2016 and discussed the following:

1. NHDOT Update:

A. Congestion Mitigation and Air Quality Improvement (CMAQ):

(1) Money to Improve Air Quality and Traffic Congestion

(2) Can be Used to Establish Bus Service (Once Started Bus Service Must Continue After Grant \$ is Used and Project Completed). Must be a Sustainable Plan.

(3) Can be Used for Park & Rides, Sidewalks and Rail

(4) CMAQ Money has Not Been Awarded Since 2009 (Now Back on Track)

(5) State Rail Planning has Been Stopped

(6) State Must use the \$ or it Goes Back to the Federal Government

(7) May have Opportunities to Piggyback Funds from Other Sources Onto CMAQ Projects

(8) CMAQ Projects are a 80% Grant and 20% Local Funding

(9) Entire State has Now in Air Quality Compliance with EPA Standards so These Funds Can Now be Used Statewide - No Limits Anymore

(10) Funds Will be Expended Every 2 Years - \$20 Million Available

\*\* NOTE: This May be an Opportunity for Pittsfield, Barnstead, Chichester, Epsom and Northwood to do Joint Planning for a Bus Route. This Would Spread the 20% Matching Funds to be Shared by 5 Towns.

--Pittsfield Master Plan Sees Bus Transportation as Important for Our Town.

--One of the First Steps Would be to Find a Bus Transportation Provider That Will Provide the Service then Establish # of Trips a Day and Cost.

**B. Transportation Alternative Program (TAP):**

- (1) 80% Grant/20% Matching (100% Up Front with 80% Pay Back)
- (2) \$2.5 - \$3 Million Annually
- (3) Smallest Qualifying Project is \$250,000.00. Largest Project is \$400,000.00  
(Engineering Cost on a Project is Roughly \$150,000 on the Largest Projects)
- (4) Once Engineering Design Begins the Project Must be Completed Within 10 Years (10 Years More for Total of 20 Years if Acquisitioning of Properties has Begun). If Timeframe Not Met the Town Must Pay Back the Federal Monies Spent.
- (5) \$2 Million Available Each Year
- (6) Sidewalks and Trails Qualify
  - Send Letter of Intent w/Project Ideas and General Information  
(Sample of Letter on DOT Website)
  - Actual Application Must be Submitted Between July 1<sup>st</sup> and September 1<sup>st</sup>.

**\*\* NOTE: A Town Can Bundle a Project With Projects From Other Towns in Order to Get to the \$ Threshold to Qualify. This Means Towns With Projects to Small to Qualify Can Submit a Joint Application With One or More Town(s) That Have the Same Problem. This Application Will be Treated as One Project Not Each One Separate.**

**2. Public Involvement Plan:**

- A. CNHRPC Will Make Minor Changes and Then Send it Out.
  - NOTE: I'll Provide Selectmen With Copy Once Received.

**3. CNHRPC Unified Planning Work Program Performance Measures**

- Develop All Inclusive List of Measures
- Document to be Completed by End of Year
- Federal Highway Requirement

**4. CNHRPC Special Projects:**

- A. Concord Pedestrian Master Plan - Transportation Policy Advisory Committee (TPAC) Reviewing Plan

B. Bow RSMS & Culvert Inventory Project

- (1) CNHRPC Trained on Software
- (2) Ready for Use But is Being Tweaked
- (3) Will be Rolled Out to All Towns Once Final Revisions Made

C. Concord-Franklin Transit feasibility Study

- (1) Census Mapping Survey Sent Out
- (2) Soon to Have Consultant to Do Plan

D. Regional Freight Study

- (1) Special Project Request has Been Sent to NHDOT
  - Data Collection
  - Strengths, Weaknesses, Opportunities and Threats (SWOT) Analysis
- (2) NHDOT Trying to Get Consultant for State-wide Freight Plan

5. Regional Updates:

A. Regional Traffic Counting Program

- (1) Better Town Participation This Year

B. Commute Smart Central NH

- (1) Kick-Off Was Early May
- (2) Individuals Are Logging Their Trip Saving
- (3) Bikes Most Increase vs. Carpooling

C. Mid State Regional Coordinating Council/Taxi Voucher Program

- (1) Program Starts Monday, June 6<sup>th</sup>
- (2) Jail Inmates and Handicapped Qualify
- (3) Helps Inmates Who Don't Need to Sleep in Jail to Look for Work and Housing
- (4) 80% Funding from FDA/20% Funding from Merrimack County

3. Next meeting: August 5, 2016

Sincerely,

*Ted Mitchell*

Ted Mitchell

Pittsfield TAC Representative

**Central NH Regional Planning Commission**

28 Commercial Street, Suite #3

Concord, NH, 03301

Tel: (603) 226-6020

Fax: (603) 226-6023

[www.cnhrpc.org](http://www.cnhrpc.org)



**CNHRPC Transportation Advisory Committee (TAC) Meeting**

Friday, May 6, 2016

Bow Municipal Building (Room B), 10 Grandview Road, Bow

9:00 A.M.

**AGENDA:**

- 1. Call to Order and Introductions**
- 2. Review and approve minutes of the March 4, 2016 TAC Meeting**
- 3. Fixing Americas Surface Transportation (FAST) Act Update - Leigh Levine (FHWA)**
- 4. Public Involvement Plan**
- 5. CNHRPC Special Projects**
  - Concord Pedestrian Master Plan
  - Bow RSMS & Culvert Inventory Project
  - Concord – Franklin Transit Feasibility Study
- 6. Regional Updates/Other Business**
  - Regional Traffic Counting Program
  - Commute Smart Central NH
  - Mid State Regional Coordinating Council
- 7. Next meeting date**

Central NH Regional Planning Commission

28 Commercial Street, Suite #3

Concord, NH, 03301

Tel: (603) 226-6020

Fax: (603) 226-6023

[www.cnhrpc.org](http://www.cnhrpc.org)



Transportation Advisory Committee

March 4, 2016

APPROVED ~~Minutes~~ Minutes

Bow Municipal Building, Bow, 10 Grandview Road, Bow

9:00 A.M.

Attendees	
Barbara Annis, Town of Warner	Larry Anderson, Town of Allenstown
Dan Blanchette, Town of Hopkinton	Betsy Bosiak, Town of Epsom
Emilio Cancio-Bello, Town of Sutton	Ted Mitchell, Town of Pittsfield
Richard Moore, Town of Chichester	Stanley Prescott, Town of Loudon
Jim Pritchard, Town of Pittsfield	Heather Shank, City of Concord
Matt Taylor, Town of Bow	Christine Trovato, Town of Henniker
Tim White, SNHPC	Harry Wright, Town of Bradford, CNHRPC

Commission Staff: Sam Durfee, Steve Henninger, Michael Larson, Jennifer Mock, Michael Tardiff, Craig Tufts, Dean Williams

The meeting began at 9:06 A.M, called to order by Chair, Barbara Annis.

**Introductions**

All TAC members and guests present introduced themselves.

**Review and Approve Minutes of the January 8, 2016 TAC Meeting**

A motion was made to accept the minutes of the January 8th, 2016 TAC meeting as written.

*M/S/Passed Ted Mitchell/Christine Trovato*

**NHDOT Update**

Dean Williams noted that Bill Watson was unable to attend the meeting but he could provide a quick update. Mr. Williams then provided TAC members with PowerPoint presentation from Mr. Watson that was recently given to the House Public Works Committee by the NHDOT Commissioner and Deputy Commissioner. This presentation contained information relating to the draft State Ten Year Plan (TYP) funding and the recently passed Fixing America's Surface Transportation Act (FAST Act) funding. Mr.

Williams noted that this long term federal transportation authorization will allow NHDOT to move forward more quickly with several projects in the que around the region. He also noted that one of the new components of the FAST Act is an emphasis on freight planning and freight infrastructure. A discussion followed regarding freight in the region and the potential to complete a regional freight study as a UPWP Special Project. Tim White (SNHPC) added that Leigh Levine from the Federal Highway Administration (FHWA) will be providing more information on the FAST Act's freight initiatives during the Southern NH Planning Commission's TAC meeting on March 17. He then invited anyone interested to attend. Mr. Williams agreed to send more information out about that meeting as a follow up. A question was raised as to why New Hampshire receives the least amount of funding out of any State. Mr. Williams replied that it was likely based on an old formula to determine distribution of funds and that there has been discussion at NHDOT to look more into it.

### **Special Projects**

- **Concord Pedestrian Master Plan**

Craig Tufts shared the progress of the Concord Master Plan indicating that the public outreach portion of the project was completed and the findings have been included in the draft plan which will go before the City of Concord Planning Board for adoption when completed sometime later this Spring or early Summer. There are three main objectives of the plan – accessibility for walkers of all abilities, safety and an enjoyable experience. From the outreach that was completed three outcomes were identified – the need for a better transportation system, improved public health and the economic benefit. The Transportation Policy and Advisory Committee (TPAC) worked to create a vision statement that will be used for the plan. “Concord will be a community where walking is a safe, practical, and enjoyable means of transportation and recreation for people of all abilities.”

- **Bow RSMS & Culvert Inventory Project Request**

Dean Williams provided the progress of the Bow RSMS project by informing the TAC that CNHRPC is continuing to work with NHDOT and UNH on the RSMS project. The data collection among all nine regional planning commissions has been completed and quality checks and analysis of the collection efforts within the towns are ongoing. CNHRPC passed the quality check and analysis portion of the project and now are waiting for the forecasting and budgeting training which will be coming at the end of the month. There is a possibility for additional culvert analysis this summer. The towns of Deering and Dunbarton have expressed in interest in completing an RSMS project. Since the Bow RSMS is only a pilot project for the new RSMS program, NHDOT is ensuring that the program is solid before allowing CNHRPC to begin other new projects.

- **CAT Boarding and Alighting Study**

Dean Williams provided an update on CNHRPC's progress with the Concord Boarding and Alighting Study stating that the draft report of the study will go to the TPAC meeting next month. During the study the Concord Area Transit (CAT) buses were re-routed to Storrs Street from Main Street due to the construction. While some local businesses would have

preferred the buses remain on Storrs Street, the State, the City and CAT decided to return the buses to Main Street. The data collection completed by CNHRPC for the study helped support the bus schedule return to Main Street. There have been some discussions to re-do the CAT bus schedule. Steve Henninger asked if there were any “surprises” that came out of the study. Mr. Williams answered there were a few including younger individuals riding the bus especially along the NHTI (Crosstown) route. The buses saw a slight decrease in ridership except for the Penacook Route, which stops at Concord Hospital and has seen a steady increase in ridership over the past several years.

- Concord – Franklin Transit Feasibility Study

Mike Tardiff noted that it has been difficult scheduling an initial meeting of the study committee and coordinating with all parties involved. The overall purpose of the study is to develop a cost/benefit analysis to determine whether it is feasible to extend the CAT bus service from Concord to Franklin. The study will be ongoing over the next 5 to 6 months and the committee hopes to determine if there is a case for the need for the additional route. There seems to be increasing support for the possible connection. Ted Mitchell (Pittsfield) asked if there was success for the study would there be a possibility of a route in Pittsfield even for an AM or PM route. Mr. Tardiff noted that not only does the need for the transportation have to be there but the cash match needed to fund the route does as well. Often times that can be a difficult task.

### **Regional Updates/Other Business**

- Regional Traffic Counting Program

Dean Williams noted that 2016 traffic counting request letters have been sent to all of the region’s towns. The requests are not due back until April 8, 2016. If Mr. Williams has not received a request from a specific town, he noted that he would send out a reminder like he has done in the past. Mr. Williams mentioned that CNHRPC staff can complete various types of counts including class and speed counts, radar counts, bike counts on roadways and trails and also pedestrian counts. There was discussion among members present about creating a traffic counting program within towns which would include an ongoing rotation of counts each year as to avoid duplicating or trying to choose count locations annually. Bow and Warner are currently the only towns with traffic counting programs.

- Commute Smart Central NH

Mike Tardiff discussed Commute Smart NH which is the new Transportation Demand Program throughout the state. Over the past few years CNHRPC has been working with other agencies and RPCs throughout the state to re-brand and re-work the previous program – Commute Green NH. The new program is about to go live with their new website which contains individual pages to each regions program as well as the portal to the State’s Rideshare Program and an area for individuals to log their trips. CNHRPC received funding from the NH Charitable Foundation to further this program along. The State Rideshare software has been underutilized. Commute Smart NH is hoping to draw more traffic to the rideshare program and increase ridesharing for a better coordinated

transportation program. Barbara Annis (Warner) asked if this program could assist communities in increasing the space of local park and rides. Mr. Tardiff noted that the program does mention park and rides but it is more or less advertising to their use for carpooling. Dean Williams mentioned that the park and ride near the Concord Trailways station in Concord has recently increased their parking since it was reaching its capacity. This expansion was done using Congestion, Mitigation and Air Quality (CMAQ) funds. CNHRPC staff completes monthly park and ride counts along the I-93 corridor from Hooksett to Tilton. Discussion was had among members regarding park and rides throughout the region. Mr. Williams mentioned a Park & Ride Toolkit, a 140-page document that was developed that lays out multiple different processes to establish a park and ride facility and ways to achieve funding sources for a park and ride. Mr. Williams will send the document to TAC members following the meeting.

- **Mid State Regional Coordinating Council**

Dean Williams provided the Mid State Regional Coordinating Council (Mid State RCC) update since Larisa Djuvelek-Ruggiero from CAPBMCI was unable to attend. Mr. Williams noted the Volunteer Driver Program numbers continued to remain steady other than the typical drop in January. Rides are averaging around 400-500 per month. Mr. Williams mentioned that the Mid State RCC is currently working on an agreement between CNHRPC, Merrimack County Department of Corrections (MCDOC) and D&B Taxi Service in order to provide taxi rides to individuals 60 years of age or older or persons with a disability. CNHRPC has received \$6,000 in funding under the 5310 Purchase of Service Grant for these rides. MCDOC will be providing the 20% cash match required for the program. This pilot program will allow eligible inmates the opportunity to receive a taxi ride to find a job, live at home, etc. rather than continuing to reside at the prison even after they are eligible to leave.

- **Other Business**

Steve Henninger mentioned that the 2<sup>nd</sup> part of the Concord Main Street Improvement project from Pleasant Street to the Capital Center for the Arts is set to begin in the Spring. Construction will include one-way lanes, turn lane, bump outs, wider sidewalks, etc. just like what was completed in Phase 1 of the project.

### **Next Meeting Date**

The next TAC meeting was scheduled for May 6th, 2016 at 9:00 A.M., at the Bow Town Hall.

### **Meeting Adjournment**

The Meeting was adjourned at 10:13 A.M.