



MARGARET WOOD HASSAN  
GOVERNOR

**STATE OF NEW HAMPSHIRE**  
**OFFICE OF ENERGY AND PLANNING**  
107 Pleasant Street, Johnson Hall  
Concord, NH 03301-3834  
Telephone: (603) 271-2155  
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March 13, 2013

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

1) Authorize the Office of Energy and Planning (OEP) to conduct a one-day conference on Saturday, May 11, 2013, at the Radisson Hotel Manchester (VC #165195) in Manchester, NH, to provide training to local land use board members in accordance with RSA 673:3-a; for a total cost of the conference not to exceed \$24,700.00, effective upon Governor and Council approval through May 11, 2013. 100% Other Funds (Registration/Exhibitor fees).

2) Further Authorize OEP to accept registration and exhibitor fees, in an amount not to exceed \$24,700.00, effective upon Governor and Council approval. 100% Other Funds (Registration/Exhibitor fees).

Funds will be deposited into account 01-02-02-024010-82160000 Office of Energy & Planning, Revolving Fund Municipal/Reg Training Fund, Revenue Source 402141.

3) Further Authorize OEP to enter into an agreement with JPA III Management Company, Inc., d/b/a Radisson Hotel Manchester, Manchester, NH at a total cost not to exceed \$20,333.00, to provide facility rental, audio/visual equipment, refreshments, and meals, effective upon Governor and Council approval through May 11, 2013. 100% Other Funds (Registration/Exhibitor fees).

Funds will be available in account Municipal/Regional Training Fund as follows:

	<u>FY 2013</u>
01-02-02-024010-82160000-067-500559 Training of Providers	\$20,333.00

4) Further Authorize OEP to make an advance payment in the amount of \$500.00 to the Radisson Hotel Manchester as a non-refundable security deposit effective upon Governor and Council approval. 100% Other Funds (Registration/Exhibitor fees).

**EXPLANATION**

This conference is designed to help fulfill OEP's statutory obligations under RSA 673:3-a by providing informational sessions on planning and zoning issues for municipal land use boards. Since 1993 OEP has organized this conference to meet the training needs of local volunteers on these boards.

Due to the history of attendance at this event, it has become necessary to seek a host facility that can accommodate 450 participants and speakers, has a minimum of seven breakout rooms, and a separate dining area.



There are only two facilities currently in the State that can accommodate this event: the Radisson Hotel in Manchester and the Radisson Hotel in Nashua (see attached detailed listing and “The Bidding Process”). Several factors were taken into account when selecting the potential facilities, including: capacity to accommodate 450 participants; dates of availability; layout conducive to the function of the conference; and travel distance for statewide participants. As shown in the attached listing, the Radisson Hotel in Manchester was the lowest bid and is centrally located for conference participants.

The total cost of this one-day conference (not to exceed \$24,700.00) includes printed material, advertisement, postage, facility rental, meals, refreshments, travel costs, and speaker expenses. This will be offset by an estimated \$24,700.00 in conference revenue. A tentative conference agenda and estimated budget are attached.

Respectfully submitted,



Meredith A. Hatfield, Director  
Office of Energy & Planning





19<sup>th</sup> ANNUAL SPRING PLANNING AND ZONING CONFERENCE  
RADISSON HOTEL, MANCHESTER, NEW HAMPSHIRE  
MAY 11, 2013

**CONFERENCE AGENDA**

**Registration and Breakfast: 7:45 am – 8:30 am**

**Welcome and Orientation: 8:30 am – 9:00 am**

**Concurrent Sessions  
9:15 am to 10:15 am**

**Basics for the Planning Board**

(Speaker to be Determined)

This session is designed for new planning board members and those who want a refresher course on the basics. Topics for discussion include the planning board's rules of procedure, conflict of interest, the right to know law, and procedures for conducting meetings and public hearings.

**Basics and Roles for the Zoning Board of Adjustment (double session-9:15 to 11:45)**

*Christopher L. Boldt, Esquire; Donahue, Tucker & Ciandella, PLLC; Exeter, NH*

This session will cover in detail the types of appeals that come before a ZBA, including variances and administrative decisions, and understanding the distinctions among them. The importance of the right to know law and interactions with other land use boards and the municipal governing body will also be discussed.

**Legal Update (double session-9:15 to 11:45)**

*Benjamin D. Frost, Esquire, AICP; NH Housing; Bedford, NH*

This 2 ½-hour session will review recent decisions of the New Hampshire Supreme Court involving land use issues and the impact these rulings have on municipal planning and zoning regulations. Legislative changes that affect the responsibilities of both the planning and zoning boards will also be reviewed.

**A Granite State Future: Session 1 – Planning Your Region's Future**

*Kerrie Diers, Executive Director, Nashua Regional Planning Commission*

*Mike McCrory, Senior Planner, Upper Valley Lake Sunapee Regional Planning Commission*

What do those of us who live and work in New Hampshire want for the future of our communities? How can we keep what we value, meet the challenges of changing demographics, and increase economic vitality and opportunity? These are some of the questions at the heart of A Granite State Future, a three-year statewide initiative toward livable communities led by New Hampshire's Regional Planning Commissions. Join in on discussions about comprehensive regional plans that focus on integrating housing and transportation choices, economic development, natural resource functions and energy efficiency. Explore the interaction between local and regional planning and learn how you can participate in your region's planning effort.

**Broadband Use for your City or Town**

*Andre Garron, Extension Specialist, Regional Economic Development, UNH Cooperative Extension*

*Shane Bradt, Extension Specialist, GeoSpatial Technologies, Inc.*

In this session you will learn why broadband is important to your local economy. We will share tools planners can use to promote economic development using Broadband, and you will learn easy ways to use the Internet to share information about your municipality, including placing local destinations on the digital map (Google maps, etc.), promoting your town's economic assets to potential businesses, and putting interactive maps on your website.

### **Promoting Floodplain Management: What Your Community Can Do**

*Jennifer Gilbert, CFM, Floodplain Management Coordinator, NH Office of Energy and Planning*

Learn how your community can better protect its floodplain areas and provide long-term flood risk reduction. This session will highlight various higher standards that small or large communities can implement that go beyond the National Flood Insurance Program minimum requirements, which can then result in reduced flood damages and flood insurance premiums. Also, learn what other New Hampshire communities are already doing to reduce their flood risks and the tools and resources that are available to help your community.

### **10:15 am–10:30 am – Session Break**

### **Concurrent Sessions**

#### **10:30 am to 11:45 am**

### **Planning Board Roles and Responsibilities (double session – 10:30 to 2:15)**

*Sarah Marchant, AICP, Community Development Director, Town of Amherst*

*Christopher Parker, Planning & Community Development Director, City of Dover*

Planning, subdivisions, and site plans – do you have trouble keeping it all straight? This 2½-hour session is designed with you in mind. Join this session for a review of the relationship between zoning, subdivision, and site plan review – and don't forget the master plan. Learn the fundamentals of these basic tools of the planning process and how you can become a more effective board member.

### **A Granite State Future: Session 2 – Community Resources and Strategies**

*Tara Bamford, Planning Coordinator, North Country Council, Inc.*

How do communities achieve the future they envision? Sustainability, Resiliency, Transition Towns, Oh My! There is so much for a volunteer planning board member to keep up with. This session will focus on a few simple strategies that will be highlighted in regional plans that communities can use to help shape their future. These include zoning amendments based on common sense that can greatly improve your community's ability to adapt to changing circumstances, lot size averaging, farm-friendly zoning, and overlays for areas such as floodplains and erosion hazard areas.

### **Is Broadband Nice or Necessary**

*Fay Rubin and David Foote, NH Broadband Mapping and Planning Program, UNH*

The New Hampshire Broadband Mapping and Planning Program has been actively engaged in mapping broadband availability and planning for future broadband deployment for three years. During this session, we will present the latest results of our mapping and inventorying efforts and discuss why it is essential that all towns, businesses, organizations and residents of the state have access to adequate capacity. We will also present an overview of the ongoing planning efforts, and discuss how interested persons can become involved in various aspects of the project.

### **Low Impact Development: The Economics of LID and Online Learning**

*Dr. Robert M. Roseen, PhD, P.E., Geosyntec Consultants*

*Pierce Rigrod, Environmentalist, Drinking Water & Groundwater Bureau, NH Department of Environmental Services*

Low Impact Development (LID) as a stormwater management approach minimizes the amount of runoff (and contaminants) that impact the quality of our State's lakes and rivers by quickly infiltrating it into the ground. While some are now adopting this approach to stormwater management within their local regulations, many have yet to embrace this "green infrastructure" approach in the design of new developments. With extreme climate events more common, this approach can help to mitigate those events and reduce built infrastructure costs. This session will give a brief synopsis of LID examples in New Hampshire and review an online learning tool for local planners developed by UNH Cooperative Extension that provides an economic view of LID and the environmental advantages of adopting local regulations that either encourage or require LID stormwater practices.

**11:45 am–12:45 pm – Lunch**

**Concurrent Sessions  
12:45 pm to 2:00 pm**

**ZBA Decision Making Process**

(Speaker to be Determined)

You've notified abutters, held the public hearing, heard hours of testimony, and now it's time to make a decision. What do you do? Do you have to decide right then and there? What if you only have four members present? Can there be conditions of approval? Do you vote on each of the criteria separately? Do you have to vote on anything at all? If these and other questions have plagued your ZBA, this session is for you.

**Census Data** (Title to be Determined)

*Robert Scardamalia, RLS Demographics, Inc., Rensselaerville, NY*

*Dennis C. Delay, Economist, NH Center for Public Policy Studies, Concord, NH*

(Description to come)

**Planning for the 21<sup>st</sup> Century**

*David Preece, Executive Director, Southern New Hampshire Planning Commission*

*Stephen Buckley, Esq., HageHodes,PA, Manchester, NH*

*Karen McGinley, Esq., Divine, Millimet, & Branch, Manchester, NH; Bedford Planning Board; SNHRPC Commissioner*

(Description to come)

**Energy (Session #1)** (Title to be Determined)

(Speaker to be Determined)

**NH Water Sustainability Commission Report - What's in it for Cities and Towns?**

*John Gilbert, President, Synchrony Advisors, LLC; Chairman, NH Water Council; Chairman, NH Water Sustainability Commission*

*Amy Manzelli, Esq., BCM Environmental & Land Law, PLLC, Concord; NH Water Sustainability Commission member*

The Governor's Water Sustainability Commission Final Report was released in December 2012. The central question for the Commission's work was: What actions do we need to take today to ensure that we will have a high quality and abundant water supply in the future? It is no surprise that several recommended actions relate directly to land use and the impact that future development may have on water supply and water quality. In this session, the Commission's Chair, John Gilbert, will explain the background and purpose of the commission as well as its major goals, findings and recommendations. Amy Manzelli, member of the Commission and land use attorney, will focus further on those recommendations that are most relevant to planning and land use issues and what steps municipalities can take to carry them out.

**2:00 pm – 2:15 pm – Session Break**

**Concurrent Sessions  
2:15 pm to 3:30 pm**

**Planning Board and ZBA Role Play Workshop**

*Christopher Northrop, Principal Planner, NH Office of Energy and Planning*

*Christopher L. Boldt, Esq., Donahue, Tucker & Ciandella, PLLC, Exeter, NH*

*Timothy J. Corwin, Esq., Assistant City Planner, City of Dover*

This joint PB/ZBA role-play session will highlight how the two land use boards work together - or not! What happens when a project requires approval from both boards? Who goes first? Which plan do you use? Join the fun and see if you can spot the mistakes and learn how to do things right.

## **Integrating Landscape Design Into Development Projects**

*Susanne Smith-Meyer, City of Concord Planning Board*

*Becky Hebert, Senior Planner, City of Concord*

*Peter Julia, Engineer...*

*Sandy Crystall, Town of Bow Planning Board*

(Description to come)

## **Community Outreach and Engagement**

*Molly Donovan, Extension Specialist, Community and Economic Development, UNH Cooperative Extension*

Outreach and engagement are important to community participation and decision-making. Outreach efforts provide information, and engagement helps to build relationships in communities. This session is for those who would like to enhance efforts to reach out to local community members and engage more of the community in planning and community decision-making. We will share best practices for successfully engaging your local community and share strategies for identifying and engaging underrepresented populations.

## **Cottage Design Housing**

*Jeffrey H. Taylor, President, Jeffrey H. Taylor & Associates, Inc., Concord, NH*

*Kyle Barker, AIA, Principal Architect, Barker Architects, Inc., Concord, NH*

The benefits of denser, smaller-scale development and how local zoning regulations frequently impede such activity will be discussed utilizing a case study involving undeveloped (or partially developed) lots in Concord, NH.

## **Energy (Session #2)**

(To be Determined)

## **Soak Up The Rain NH**

*Ted Diers, Administrator, Watershed Management Bureau, NH Department of Environmental Services*

Soak up the Rain NH is a new DES outreach program designed to engage residents in managing stormwater created by their own properties. This program is designed to raise awareness of the shared responsibility for clean water and the abundant opportunities to reduce stormwater pollution from everyone's back yards. Soak up the Rain NH focuses on the connection between land use and water quality, and provides technical assistance to local organizations to allow them to help community residents install stormwater best management practices on their properties. The ultimate goal of the program is to empower NH residents, to gain their support and commitment for lot scale stormwater management, and to keep NH's waters healthy and clean by "soaking up the rain."



**List of Bids**  
**NH Office of Energy & Planning**  
**2013 Spring Planning & Zoning Conference**

**Estimated Number of Attendees: 450**

<b>Radisson at Nashua Conference Bid</b>		
<b>Facility Rental Total</b>		<b>\$2,500.00</b>
Meals (breakfast and lunch)		\$16,157.50
12% Non Tax Gratuity 9% Taxable Gratuity 9% Tax Exempt		\$3,393.08
<b>Meals Total</b>		<b>\$19,550.58</b>
Audio/Visual Equipment Rental	Microphone w/Podium (3) Tripod Screens (7)	\$90.00 \$420.00
Subtotal		\$510.00
21% Gratuity		\$107.10
<b>Audio/Visual Total</b>		<b>\$617.10</b>
<b>GRAND TOTAL</b>		<b>\$22,667.68</b>

<b>Radisson at Manchester Conference Bid</b>		
<b>Facility Rental Total</b>		<b>\$2,150.00</b>
Meals (breakfast and lunch)		\$14,307.50
13% Non Tax Gratuity 7% Taxable Gratuity		\$1,859.98 \$1,001.53
<b>Meals Total</b>		<b>\$17,169.01</b>
Audio/Visual Equipment Rental	Armory Sound System Microphone w/Podium (4) Tripod Screens (7)	\$375.00 \$120.00 \$350.00
Subtotal		\$845.00
20% Gratuity		\$169.00
<b>Audio/Visual Total</b>		<b>\$1,014.00</b>
<b>GRAND TOTAL</b>		<b>\$20,333.01</b>

**Bid Evaluation Team:**

Joanne Cassulo, Senior Planner  
Susan Slack, Assistant Planner  
Michele Zydel, Administrative Secretary



## THE BIDDING PROCESS

### 2013 SPRING PLANNING & ZONING CONFERENCE

Each year, the New Hampshire Office of Energy and Planning (OEP) hosts two conferences, popularly known as the OEP Planning and Zoning Conference, to provide training and information sharing for municipal land use boards. As the Fall Conference is traditionally hosted in the North Country, the Spring Conference is held in a more central to southern locale to provide easier access to a greater number of volunteer boards.

Due to the history of attendance for this event, it is necessary to find a host facility that can accommodate a minimum of 400 participants; therefore, when looking for a facility, capacity is an important factor. Other factors taken into consideration include dates of availability, a conference center layout conducive to the number of sessions offered, and travel time and distance for participants. Based on the above-mentioned criteria, two facilities were identified and bids were solicited.

Local facilities that can accommodate 450 attendees include:

<b>Radisson at Nashua</b>	
Facility Rental Fee	\$2,500.00
Meals & Refreshments	\$19,550.58
Audio/Visual Rental	\$617.10
<b>Total</b>	<b>\$22,667.68</b>

The Radisson at Nashua was not selected due to their higher bid and the location of the facility - the driving distance is substantially increased, particularly for participants traveling from the North Country.

<b>Radisson at Manchester</b>	
Facility Rental Fee	\$2,150.00
Meals & Refreshments	\$17,169.01
Audio/Visual Rental	\$1,014.00
<b>Total</b>	<b>\$20,333.01</b>

The Radisson at Manchester was selected due to their lower bid and their central location within New Hampshire.



**BUDGET**  
**OFFICE OF ENERGY AND PLANNING**  
**Spring Planning and Zoning Conference**  
**May 11, 2013 at the Radisson Hotel, Manchester, NH**

<b>ESTIMATED REVENUE</b>	
Registration Fees - \$60/ person (based on 400 paid attendees)	\$24,000.00
Exhibitor Tables (7 tables @ \$100 each includes 1 table & all meals for one)	\$700.00
<b>Total Registration &amp; Exhibitor Revenue</b>	<b>\$24,700.00</b>

<b>FACILITY RENTAL EXPENSE</b>	
<b>Total Facility Rental Expense</b>	<b>\$2,150.00</b>

<b>FOOD EXPENSE</b>	
Continental Breakfast - 400 Attendees - \$9.95/person	\$3,980.00
Buffet Lunch - 450 Attendees - \$22.95/person	\$10,327.50
Subtotal Food	\$14,307.50
20% Gratuity	\$2,861.50
<b>Total Food Expense</b>	<b>\$17,169.00</b>

<b>AUDIO VISUAL EXPENSE</b>	
Sound System (Armory Room)	\$375.00
4 Microphones @ \$30.00 each (Salon A, B, C & D)	\$120.00
7 Screens @ \$50 each	\$350.00
Subtotal	\$845.00
20% Gratuity	\$169.00
<b>Total Audio Visual Expense</b>	<b>\$1,014.00</b>

<b>TOTAL FACILITY RENTAL, FOOD, AUDIO VISUAL EXPENSE</b>	<b>\$20,333.00</b>
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<b>ESTIMATED OTHER EXPENSES</b>	
In-house Printing Supplies	\$497.63
Graphic Services Print Jobs	\$900.00
U.S. Mail (save-the-date notice)	\$356.36
Supplies (name tags, portfolios, etc.)	\$458.72
Miscellaneous Unanticipated Conference Expenses	\$1,593.00
Reimbursement of OEP Staff Expenses (mileage)	\$60.83
Reimbursement of Conference Speaker Expenses (mileage, etc.)	\$500.46
<b>Total Other Expenses</b>	<b>\$4,367.00</b>

<b>TOTAL EXPENDITURES</b>	<b>\$24,700.00</b>
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<b>BALANCE</b>	<b>\$0.00</b>
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# TITLE LXIV PLANNING AND ZONING

## CHAPTER 673 LOCAL LAND USE BOARDS

### Appointment and Terms of Local Land Use Board Members

#### Section 673:3-a

**673:3-a Training.** – Within the first year of assuming office, a new member of a zoning board of adjustment or planning board may complete training offered by the office of energy and planning. The office of energy and planning may provide this training, which may be designed in a variety of formats including, but not limited to, web-based, distance learning, traditional classroom style, or self study.

**Source.** 1986, 213:4. 1996, 42:5. 2003, 319:9. 2004, 257:44, eff. July 1, 2004. 2011, 224:121, eff. July 1, 2011.





# TITLE I

## THE STATE AND ITS GOVERNMENT

### CHAPTER 4-C

#### OFFICE OF ENERGY AND PLANNING

#### Regional and Municipal Assistance

##### Section 4-C:9-a

**4-C:9-a Revolving Funds.** – In order to enhance its ability to provide education and training assistance to municipalities and regional agencies, the following nonlapsing revolving funds, which shall not exceed \$20,000 on June 30 of each year, shall be established in the office of energy and planning:

I. A revolving fund known as the publications revolving fund.

(a) The moneys in this fund shall be used for the purposes of printing materials for distribution. A reasonable charge shall be established for each copy of a document. This charge shall be only in the amount necessary to pay the cost of producing such document.

(b) The amount in the nonlapsing publications revolving fund shall not exceed \$20,000, on June 30 of each year and any amounts in excess of \$20,000 on June 30 of each year shall be deposited in the general fund as unrestricted revenue.

II. A revolving fund known as the municipal and regional training fund.

(a) The moneys in this fund shall be used for the purpose of providing training to local and regional officials. A reasonable charge shall be established for such training. This charge shall be fixed to reflect the cost of payments to experts to provide the training, the cost of written training material, rental of facilities, advertising and other associated costs. Such training shall be conducted in a geographically dispersed manner and scheduled with the convenience of part-time officials in mind.

(b) The amount in the nonlapsing municipal and regional training revolving fund shall not exceed \$20,000 on June 30 of each year and any amounts in excess of \$20,000 on June 30 of each year shall be deposited in the general fund as unrestricted revenue.

**Source.** 1989, 245:1. 2003, 319:9. 2004, 257:44, eff. July 1, 2004.




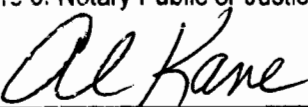

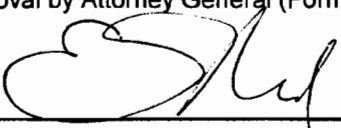
Subject: JPA III Management Company, Inc. d/b/a Radisson Hotel Manchester – Municipal/Regional Training Conference

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Office of Energy and Planning		1.2 State Agency Address 107 Pleasant Street, Johnson Hall 3 <sup>rd</sup> Floor Concord, New Hampshire 03301	
1.3 Contractor Name JPA III Management Company, Inc. d/b/a Radisson Hotel Manchester		1.4 Contractor Address 700 Elm Street, Manchester, NH 03101	
1.5 Contractor Phone No. (603) 625-1000	1.6 Account Number 01-02-02-024010-8216 067-500559 Activity # 02MRTR11	1.7 Completion Date May 11, 2013	1.8 Price Limitation \$20,333.00
1.9 Contracting Officer for State Agency Susan Slack		1.10 State Agency Telephone Number (603) 271-2155	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Kim Roy, General Manager	
1.13 Acknowledgment: State of <u>NH</u> County of <u>Hillsborough</u> On <u>3/5/13</u> , before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [SEAL] 			
1.13.2 Name and Title of Notary Public or Justice of the Peace <b>ALBERT J. KANE</b> Justice of the Peace - New Hampshire My Commission Expires March 24, 2015			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Meredith A. Hatfield, Director Office of Energy and Planning	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by Attorney General (Form, Substance and Execution) By:  On: <u>3-16-13</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

Contractor Initials   
Date 3-5-13



**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated 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 Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision 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 Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor 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 Contractor notice of termination;  
8.2.2 give the Contractor 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 contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;  
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or  
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### **9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.**

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, papers, and documents, all whether finished or unfinished.

9.2 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.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

#### **12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

**13. INDEMNIFICATION.** The Contractor 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 or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 in paragraph 13 shall survive the termination of this Agreement.

#### **14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

#### **15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.





**16. 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 of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default 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 Event of Default on the part of the Contractor.

**17. 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 given in blocks 1.2 and 1.4, herein.

**18. 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 Executive Council of the State of New Hampshire.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. 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.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. 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.



## EXHIBIT A

### Services

1. The JPA III Management Company, Inc., operator of the Radisson Hotel Manchester, The Center of New Hampshire (Conference Center), will provide the NH Office of Energy and Planning with use of the rooms listed below on Saturday, May 11, 2013, from 6:00 am through 4:00 pm at a cost not to exceed \$20,333.00.
  - Salon A (capacity of 200)
  - Salon B, C (capacity of 120 or 60 each)
  - Salon D (capacity of 60)
  - Frost/Hawthorne (capacity of 50)
  - Dartmouth (capacity of 40)
  - Armory (capacity of 500)
  - Curriers (capacity of 40)
2. The Conference Center will provide not less than 50 round tables, for 10 people each, to be set up no later than 7:00 AM in the Armory.
3. The Conference Center will provide a microphone and sound system in the Armory at a cost of \$375.00, and four wired microphones in Salons A, B, C, and D (at a cost of \$30.00 per microphone) to be set up no later than 7:00 AM.
4. The Conference Center will set up Salons A, B, C, D, Frost/Hawthorne, Dartmouth and the Curriers rooms with classroom-style seating for the maximum capacity of each room. All rooms will have a podium, a table, and two chairs for the guest speakers set up in the front of the room. There will also be a pitcher of water and 2 glasses for the speakers.
5. The Conference Center will provide one 8' x 8' overhead screen in each of the following rooms: Salons A, B, C, and D at a cost of \$50.00 each (total of 4 screens).
6. The Conference Center will provide one 6' x 6' overhead screen in each of the following rooms: Frost/Hawthorne, Dartmouth and Curriers at a cost of \$50.00 each (total of 3 screens).
7. The Conference Center will provide nine (9) draped 8-foot tables with chairs for conference registration in the Assembly area, to be set up no later than 6:30 AM.
8. The Conference Center will set up pitchers of water and glasses in (or outside of) each conference room for the attendees.
9. The Office of Energy and Planning will provide the Conference Center with a guaranteed attendance number five (5) business days prior to the event.



10. The Conference Center will provide the "Continental Breakfast" at a cost not to exceed \$9.95 per person. The breakfast will be set up no later than 7:00 AM in the Armory area.
  - 10.1 The "Continental Breakfast" will include:  
Assorted chilled juices, sliced seasonal fruit, coffee cake, muffins and danish, freshly brewed coffee, decaffeinated coffee and assorted teas.
11. The Conference Center will provide the "New England Buffet" luncheon buffet to be set up no later than 11:30 AM in the Armory at a cost not to exceed \$22.95 per person.
  - 11.1 "New England Buffet" will include: Mixed field greens salad with cranberries, goat cheese and crumbled bacon with a balsamic vinaigrette; New England clam chowder; baked scrod with Ritz cracker crumbs and a lemon pepper sauce; beef tips with root vegetables and a red wine demi; Chef's fresh vegetable du jour; garlic mashed potatoes; Boston cream pie; apple cobbler; cheese cake with strawberry sauce; and assorted soft drinks.
12. The Conference Center will provide ten (10) exhibitor tables to be set up no later than 6:30 AM in the Armory at no cost.
13. All audio/visual and food costs are subject to a 20% gratuity charge.
14. A sales representative from the Conference Center will review the day's charges with the NH Office of Energy and Planning prior to the staff's departure from the site.



## EXHIBIT B

### Price, Method and Terms of Payment

1. The NH Office of Energy and Planning will pay the Conference Center a nonrefundable deposit of \$500.00 based on an invoice submitted by the Conference Center.
2. The NH Office of Energy and Planning will pay the Conference Center, based on an invoice submitted by the Conference Center, the remaining balance due, total amount not to exceed \$20,333.00. Final invoice must be submitted by June 11, 2013.
3. Billing for payment shall be directed to the NH Office of Energy and Planning, Johnson Hall, 107 Pleasant Street, Concord, NH 03301.

P37 Exhibits

Page 3 of 4

Contractor Initials

Date

*[Handwritten Signature]*  
3/5/13





**EXHIBIT C**

**Special Provisions**

AGREEMENT PAGE 3 of 4

14. Insurance and Bond

14.1.1 Amend insurance requirements as follows:

Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 in aggregate.

P37 Exhibits

Page 4 of 4

Contractor Initials

Date 3-5-10



# State of New Hampshire Department of State

## CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that JPA III MANAGEMENT COMPANY, INC. a(n) Massachusetts corporation, is authorized to transact business in New Hampshire and qualified on May 26, 1995. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 12<sup>th</sup> day of March, A.D. 2013

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State



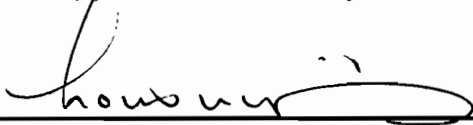
**CERTIFICATE OF VOTE**

I, Louis N. Vinios, President of JPA III Management Company, d/b/a Radisson Hotel Manchester, do hereby certify that:

- (1) I am the duly elected President of JPA III Management Company, Inc. d/b/a Radisson Hotel Manchester;
- (2) I maintain and have custody of and am familiar with the minutes of the Corporation;
- (3) I am duly authorized to issue certificates with respect to the contents of such books;
- (4) The following is a true, accurate and complete copy of the resolution adopted by the Board of Directors of the corporation at a meeting of the said Board of Directors held on April 1, 2012, which was duly held in accordance with New Hampshire Law and the by-laws of the Corporation:

VOTED: That JPA III Management Company, Inc. d/b/a Radisson Hotel Manchester be, and hereby is, authorized to enter into an agreement with the NH Office of Energy and Planning in the amount \$20,333.00 to provide facility rental, audio/visual equipment, continental breakfast, and lunch for the Planning and Zoning Conference; and that Kim Roy, General Manager, is authorized to enter into and execute and deliver the contract referred to above.

- (5) I further certify that the above note is in full force and effect this date.



3-5-2013

Louis N. Vinios, President  
JPA III Management Company, Inc.  
d/b/a Radisson Hotel Manchester

Date

Personally appeared before me the undersigned Notary Public, Louis N. Vinios, the President of JPA III Management Company, Inc., shown to me to be said person by his driver's license, who made oath that the foregoing was true and his free act and deed on behalf of said corporation.



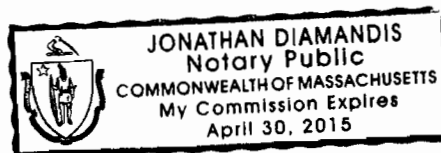
3-5-13

Notary Public

Date

My commission expires: 4-30-15

Seal:













# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/11/2013

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

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

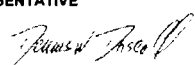
<b>PRODUCER</b> The Driscoll Agency, Inc. 93 Longwater Circle P.O. Box 9120 Norwell MA 02061	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 781-681-6656      FAX (A/C, No): 781-681-6686 E-MAIL ADDRESS: jbd@driscollagency.com PRODUCER CUSTOMER ID #: 3177														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Preferred Concepts, LLC</td> <td></td> </tr> <tr> <td>INSURER B: Liberty Insurance Corporation</td> <td></td> </tr> <tr> <td>INSURER C: Liberty Mutual Fire Insurance Co</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Preferred Concepts, LLC		INSURER B: Liberty Insurance Corporation		INSURER C: Liberty Mutual Fire Insurance Co		INSURER D:		INSURER E:		INSURER F:
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INSURER E:															
INSURER F:															
<b>INSURED</b> JPA III Management Co., Inc. dba Radisson Hotel Manchester 45 Braintree Hill Office Park #402 Braintree MA 02184															

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b> 1487059839	<b>REVISION NUMBER:</b>
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	Y	Y	TB7Z11261088022	9/30/2012	9/30/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 CG0001 12/07 \$
C	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Hired Car Phys Dam	Y	Y	AS2Z11261088012	9/30/2012	9/30/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10000 NY	Y	Y	799360319170	9/30/2012	9/30/2013	EACH OCCURRENCE \$100,000,000 AGGREGATE \$100,000,000 \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Garagekeepers Direct-Primary			799360319170	9/30/2012	9/30/2013	Liability \$1,000,000 Comprehensive \$500 Ded Collision \$500 Ded

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Re: 700 Elm Street, Manchester, NH - Radisson Hotel; Garage located 650A Elm St, Manchester, NH  
 New Hampshire Office of Energy and Planning is included as Additional Insureds for General Liability and Excess (Umbrella) Liability as required by a signed written contract See Attached...

<b>CERTIFICATE HOLDER</b>  New Hampshire Office of Energy and Planning 107 Pleasant Street Johnson Hall 3rd Floor Concord NH 03101	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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**ADDITIONAL REMARKS SCHEDULE**

AGENCY The Driscoll Agency, Inc.		NAMED INSURED JPA III Management Co., Inc. dba Radisson Hotel Manchester 45 Braintree Hill Office Park #402 Braintree MA 02184	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25      FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

or agreement with the Named Insured.  
 Notice of cancellation provision is 30 days, except 10 days applies for non-payment of premium.

