



CHRISTOPHER T. SUNUNU  
GOVERNOR

**STATE OF NEW HAMPSHIRE**  
**OFFICE OF STRATEGIC INITIATIVES**

107 Pleasant Street, Johnson Hall  
Concord, NH 03301-3834  
Telephone: (603) 271-2155  
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**DIVISION OF PLANNING**  
**DIVISION OF ENERGY**  
www.nh.gov/osi

May 29, 2019

His Excellency, Governor Christopher T. Sununu,  
And the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Office of Strategic Initiatives (OSI) to enter into a **SOLE SOURCE** contract with Nashua Regional Planning Commission (NRPC), (VC#154661), Nashua, NH in the amount of \$22,222.00 as part of the Targeted Block Grant (TBG) Program for planning assistance and training to municipalities on local, municipal and regional planning issues, contingent upon approval of Governor and Executive Council from July 1, 2019 through June 30, 2021. 100% General Funds.

Funding is available in the following account, Municipal/Regional Assistance, contingent upon the availability and continued appropriation of funds in the FY2020/21 operating budget, as follows:

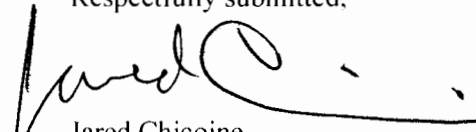
01-02-02-024010-65700000	<u>FY 2020</u>	<u>FY2021</u>
073-500581 Grants Non Federal	\$11,111.00	\$11,111.00

**EXPLANATION**

The Targeted Block Grant (TBG) Program was established in the 1980s to allocate funds designated for the regional planning commissions in OSI's budget to provide planning assistance to municipalities and to implement regional planning activities. This contract is sole source pursuant to RSA 4-C:8, which authorizes OSI to provide technical assistance through financial grants to each of the nine regional planning commissions in the state. Regional planning commissions were established by the state in 1968 and play an important role in the coordination of planning efforts between the state, regional and local levels.

This funding will enable NRPC to continue assistance to communities on local planning and developments of regional impact and to provide educational programs for local officials on various planning and land use topics.

Respectfully submitted,

  
Jared Chicoine  
Director  
Office of Strategic Initiatives

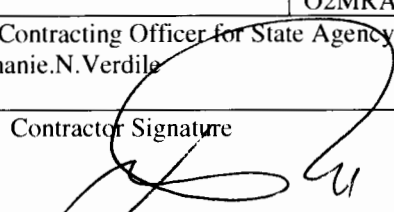
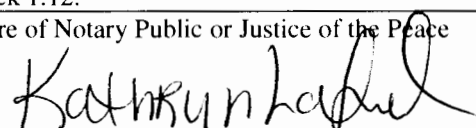
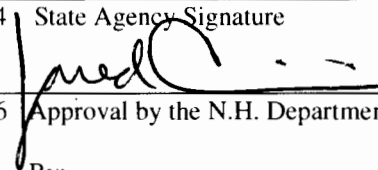
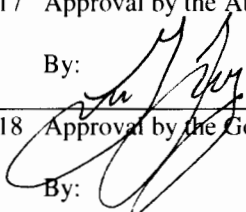
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Office of Strategic Initiatives		1.2 State Agency Address 107 Pleasant Street Johnson Hall, 3 <sup>rd</sup> Floor Concord, NH 03301	
1.3 Contractor Name Nashua Regional Planning Commission		1.4 Contractor Address 30 Temple Street, Suite 301 Nashua, NH 03060	
1.5 Contractor Phone Number (603) 417-6570	1.6 Account Number 65700000 500581 O2MRA20A/21A	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$22,222.00
1.9 Contracting Officer for State Agency Stephanie N. Verdile		1.10 State Agency Telephone Number 271-1765	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Jay Minkarah, Executive Director	
1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Hillsborough</u> On <u>5/1/2019</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 or Justice of the Peace		<b>KATHRYN R. LAFOND, Notary</b> My Commission Expires December 18, 2021	
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Date: <u>5/20/19</u> <u>Jared Chicoine, Director</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>5/24/19</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

**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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form 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 thirty (30) 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 provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**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.

Contractor Initials DM  
Date 5/1/19

**EXHIBIT A - SERVICES**  
**TARGETED BLOCK GRANT PROGRAM**  
*Nashua Regional Planning (NRPC)*

**1. WORK TASKS AND PRODUCTS**

Work Tasks listed will guide work by Nashua Regional Planning Commission (NRPC) and the NH Office of Strategic Initiatives (OSI) unless all parties agree to modify these Work Tasks. If NRPC would like to modify the Work Tasks below at any time during the contract period, NRPC shall notify OSI in writing with the proposed modifications and reason for change before implementing them. OSI will respond with approval or suggestions within 15 days of receipt of written notice.

**FY 2020 (July 1, 2019 – June 30, 2020)**

**Task A-1 – Regional Plan Update**

NRPC's Regional Plan, adopted December 17, 2014 as part of the Granite State Future initiative, is due for an update in 2019. The 2014 plan was based on an unprecedented volume of outreach, data collection, existing conditions analyses and research into best practices. As such, it continues to provide a foundation for NRPC programs, projects and initiatives and remains a vital resource for the region. The 2019 update, therefore, will maintain the 2014 plan as its base and focus primarily on updating housing, transportation and demographic data, and incorporating changes in existing conditions, development patterns and trends. A particular emphasis will be placed on the Housing Chapter which will also function as NRPC's Regional Housing Needs Assessment (currently in progress) and on the Transportation Chapter which will incorporate the recently completed NRPC Metropolitan Transportation Plan (adopted December 19, 2018) and the project list for the proposed New Hampshire Ten-Year Transportation Improvement Plan. By leveraging key plans recently completed or currently in progress and limiting the overall scope of the update, NRPC will be able meet its statutory obligations under RSA 36:47 while maintaining a robust regional plan that serves as a meaningful living resource for our member communities.

The work product will be a fully updated Regional Plan including the following sections:

- Overview of the Nashua Region including key issues and trends, vision and goals.
- Existing Conditions (including land use, population and community facilities)
- Community & Economic Vitality
- Environment
- Housing
- Transportation
- Implementation

**Task A-2 – Local Technical Assistance**

Technical Assistance initiatives are largely driven by municipal requests for planning support. As part of this effort, NRPC will seek to either directly provide the requested technical assistance to the municipality or for larger requests will work to identify a funding source or related program that may meet the municipality's requested needs.

Work products may include:

- *Technical Support* - Staff will conduct technical research and presentations as requested by communities on land use regulations and zoning issues.

- *Land Use Regulations and Zoning Amendments* - Staff will assist municipalities in their efforts draft land use regulations and zoning amendments as requested.
- *Master Plan Chapters* – NRPC staff will provide guidance and assistance to planning boards in the development of Master Plan Chapters.

### **Task A-3 – Regional Technical Assistance**

NRPC is frequently called upon to provide technical assistance to regional organizations such as the Lower Merrimack River Local Advisory Committee, the Souhegan River Local Advisory Committee, Freedom’s Way Heritage Association and other similar organizations. While organizations such as these play a key role in planning and development within the region, limited resources constrain NRPC’s ability to provide the level of staff support and technical assistance needed.

Work products may include:

- *Technical Support* - Staff will conduct technical research and presentations as requested by various aligned nonprofit and semi-public organizations on land use, environmental and regulatory issues and attend committee, commission and board meeting as needed.

### **FY 2021 (July 1, 2020 – June 30, 2021)**

#### **Task B-1 – Education**

Education and Training topics will be selected from NRPC’s Regional Plan Implementation Chapter’s list of “Outreach and Education Resources” and “Planning Tools” projects as well as from input received from member communities and constituents. High priority topics include economic development, housing, climate change alternative energy and innovative land use regulations and tools.

Work products may include:

- *Fact Sheets* – Fact Sheets introduce communities to a relevant topic, provide examples of how it could be used, and points to additional resources where more information can be found on the topic. All fact sheets will be published on NRPC’s website.
- *Brown Bag Lunches and Roundtables* – NRPC will host events and engage speakers for local planners and professionals, public officials and the general public on relevant topics of interest.

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Work products may include:

- *Technical Support* - Staff will conduct technical research and presentations as requested by various aligned nonprofit and semi-public organizations on land use, environmental and regulatory issues and attend committee, commission and board meeting as needed.

### **Task B-4 – Planning Board Basics Workshop**

In June 2018, NRPC held a well-attended Planning Board Basics Workshop. Based on the success of the program, the consensus was to repeat the program every two years for the benefit of new board members and to help existing board members remain current. NRPC will seek to have the workshop presentations digitally recorded and added to our YouTube channel as an additional on-demand training option for boards to access.

The final work products will include:

- *Planning Board Basics Workshop* – a training event for local planning board members.
- *Session Recording* – the workshop sessions may be recorded and uploaded on-line.

## **2. MEETINGS AND REPORTS**

### **A. Meetings**

NRPC agrees to meet with OSI, as needed, at dates and times to be set by OSI and the Regional Planning Commissions. The purpose of the meeting(s) is to review the performance of the Agreement's work tasks and any other related issues.

### **B. Progress Reports**

Progress reports shall be submitted to OSI no later than thirty (30) days after the end of each quarterly period. Progress reports shall document all work tasks and include any accompanying documentation of the work products contained in this Agreement that were completed during the quarterly period. If no work tasks were completed during the quarterly period, a progress report shall be submitted indicating that no work tasks were completed. The progress reports will be due in each state fiscal year by October 30; January 30; April 30; and July 20.



**EXHIBIT B - FEES**  
**TARGETED BLOCK GRANT PROGRAM**  
*Nashua Regional Planning Commission (NRPC)*

**1. CONTRACT PRICE**

In consideration of the satisfactory performance of NRPC, OSI agrees to pay the Agreement price not to exceed \$11,111.00 per State fiscal year, which is hereinafter referred to as the "Fee." It is understood and agreed by the parties hereto that payment of the Fee shall constitute full and complete payment for the performance of the work tasks and for all NRPC's expenses of any kind including, but not limited to, payments for travel, subsistence and project overhead.

**2. BUDGET AND FEE**

The Fee shall be paid as provided below:

<b>Cost Categories</b>	<b>FY20 State Funds</b>	<b>FY20 Leveraged Funds</b>	<b>FY20 Total Funds</b>
Salaries	\$4,871.56	\$	\$4,871.56
Direct Costs	\$150.00	\$	\$150.00
Indirect Costs <sup>1</sup>	\$6,089.44	\$	\$6,089.44
<b>Subtotals</b>	<b>\$11,111.00</b>	<b>\$</b>	<b>\$11,111.00</b>

<b>Cost Categories</b>	<b>FY21 State Funds</b>	<b>FY21 Leveraged Funds</b>	<b>FY21 Total Funds</b>
Salaries	\$4,871.56	\$	\$4,871.56
Direct Costs	\$150.00	\$	\$150.00
Indirect Costs <sup>1</sup>	\$6,089.44	\$	\$6,089.44
<b>Subtotals</b>	<b>\$ 11,111.00</b>	<b>\$</b>	<b>\$11,111.00</b>

<sup>1</sup>Indirect Costs are based upon the current approved indirect rate by the cognizant agency or as subsequently amended. Any subsequent amendments to the indirect cost rate by the cognizant agency shall be submitted in writing to the Office of Strategic Initiatives and the budget amended correspondingly.

**A. Invoices**

Using OSI's invoice, NRPC shall submit requests for payment no later than thirty (30) days after the end of each quarterly period. Invoices will be based on actual project expenses incurred during the invoicing period and shall show current and cumulative expenses by major cost categories.

OSI shall issue payment to NRPC within 30 days of receipt of an invoice upon submission and acceptance by OSI of the quarterly report.

**B. Final Invoice**

The final invoice for each State fiscal year shall be submitted to OSI no more than 20 days after the grant completion date. OSI shall issue payment to NRPC within 30 days of receipt of the final invoice for each State fiscal year upon submission and acceptance by OSI of the progress report.

**EXHIBIT C – SPECIAL PROVISIONS**  
**TARGETED BLOCK GRANT PROGRAM**  
**Nashua Regional Planning Commission (NRPC)**

This Exhibit is left intentionally blank.

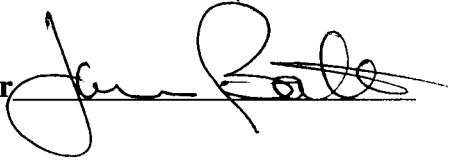
## CERTIFICATE OF VOTE

I, James Battis, Treasurer of the **Nashua Regional Planning Commission**, do hereby certify that at a meeting held on **June 20, 2018**:

1. I am the duly elected and acting **Treasurer** of the **Nashua Regional Planning Commission**, a regional planning agency established pursuant to the laws of the State of New Hampshire (RSA 36:45-53);
2. The **Nashua Regional Planning Commission** authorized the Executive Director, **Jay Minkarah**, to execute any documents which may be necessary to effectuate the OSI contract:
3. This authorization has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
4. The following person has been appointed to, and now occupies, the office indicated under item 2 above: **Jay Minkarah, Executive Director**

IN WITNESS WHEREOF, I have hereunto set my hand as the **Treasurer** of the **Nashua Regional Planning Commission** on this first day of May, 2019.

**James Battis, Treasurer**  
(name, position)

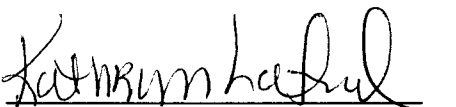


STATE OF NEW HAMPSHIRE

County of Hillsborough

On this 1<sup>st</sup> day of May, 2019, before me Kathryn Lafond the undersigned officer, personally appeared, James Battis, who acknowledged him/herself to be the Treasurer of the Nashua Regional Planning Commission, and that he/she, as such Treasurer, being so authorized to do so, executed the foregoing instrument for the purpose therein contained.

In witness whereof, I have set my hand and official seal.

  
Notary Public, Justice of the Peace  
(Official Seal)

KATHRYN R. LAFOND, Notary Public  
My Commission Expires December 19, 2023

\_\_\_\_\_  
My Commission Expires



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

<i>Participating Member:</i>	<i>Member Number:</i>	<i>Company Affording Coverage:</i>
Nashua Regional Planning Commission 9 Executive Park Drive Suite 201 Merrimack, NH 03054	519	NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624

X	Coverage Category	Effective Date	Expiration Date	Limits	Other Details
<input checked="" type="checkbox"/>	<b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2018	7/1/2019	Each Occurrence    \$ 5,000,000 General Aggregate    \$ 5,000,000 Fire Damage (Any one fire) Med Exp (Any one person)	
<input checked="" type="checkbox"/>	<b>Automobile Liability</b> Deductible    Comp and Coll: \$1,000 <input type="checkbox"/> Any auto	7/1/2018	7/1/2019	Combined Single Limit (Each Accident)    \$5,000,000 Aggregate    \$5,000,000	
<input checked="" type="checkbox"/>	<b>Workers' Compensation &amp; Employers' Liability</b>	7/1/2018	7/1/2019	<input checked="" type="checkbox"/> Statutory Each Accident    \$2,000,000 Disease – Each Employee    \$2,000,000 Disease – Policy Limit	
<input checked="" type="checkbox"/>	<b>Property (Special Risk includes Fire and Theft)</b>	7/1/2018	7/1/2019	Blanket Limit, Replacement Cost (unless otherwise stated) Deductible: \$1,000	

**Description:** Proof of Primex Member coverage only.

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> – NH Public Risk Management Exchange</b>  <b>By:</b> <i>Mary Beth Purcell</i>  <b>Date:</b> 4/30/2019    mpurcell@nhprimex.org  Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax
NH Office of Strategic Initiatives 107 Pleasant Street Johnson Hall Concord, NH 03301			

**Primex<sup>3</sup> Contract Review**

Member Name: Nashua Regional Planning Commission

Title of Contract: NH Office of Energy & Planning

Member Contact: Kate Lafond

Date: April 30, 2019

Dear Kate,

Thank you very much for sending us your contract for review and feedback. By working together, we can hopefully improve the contract's alignment with coverage and minimize your assumption of liability. Our review, as your pooled coverage provider, is specifically focused on language that transfers liabilities through indemnification clauses, additional insured certificates and waivers of rights, such as our right to recoup loss payments on your behalf through subrogation. In addition to considering our feedback, we strongly recommend that you review the contract in its entirety with your legal counsel. We have included below language from our insuring document that explains the scope and limits of coverage available for your contractual promises to defend and indemnify third parties. Our recommendations provided on this form do not increase or decrease the coverage available for contractual liability.

Recommendations:

*The indemnification clause in Paragraph 13 is limited to the restrictions below.*

We appreciate your commitment to risk management, and hope this review is helpful to you. Please don't hesitate to call us if you have any questions or if we can be of further assistance.

Thank you,

Amy Poole

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**Contractual Liability  
(assumption of liability)**

**\$1,000,000 per written contract to assume liability of third party  
\$1,000,000 aggregate for the policy period**

Under no circumstances shall there be coverage for your contractual obligations to defend, hold harmless or indemnify; i.e., assume liability, for: (1) architects, engineers or surveyors, or any of their business entities, employers, employees, contractors, subcontractors or agents; (2) your employees or officials; and (3) any person or entity with respect to any occurrences, incidents or events that transpired before you assumed the contractual liability to defend, indemnify or hold harmless such person or entity.

However, we will cover certain contractual assumptions of liability to defend, indemnify or hold harmless a third party subject to the following terms and conditions. Our coverage of a written contractual obligation of a Member or covered entity to assume liability for; i.e. defend, indemnify or hold harmless, a third party shall be (1) subject to and limited by all terms, conditions, exclusions and the specific Contractual Liability sublimit set forth in the Public Entity Coverage Documents and Declarations; (2) limited to bodily injury and property damage claims under Coverage A, Personal Injury Liability, and Coverage B, Property Damage Liability; and (3) not in addition to or stacked upon any coverage we have extended to the third party through an Additional Covered Party certificate under Amendment #3.