



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
Fax: (603) 271-2615



December 4, 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 3, 2014, at the Mountain View Grand Resort & Spa in Whitefield, NH, (VC 171683) 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 \$15,000.00, upon Governor and Council approval for the period effective December 20, 2013 through May 3, 2014. 100% Other Funds (Registration fees.)

2) Further Authorize OEP to accept registration and exhibitor fees, in an amount not to exceed \$15,000.00, effective upon Governor and Council approval. 100% Other Funds (Registration 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 Brothers Property Management Corporation, d/b/a Mountain View Grand Resort and Spa, Whitefield, NH at a total cost not to exceed \$11,290.00 to provide facility rental, audio/visual equipment, refreshments and meals, upon Governor and Council approval for the period effective December 20, 2013 through May 3, 2014. 100% Other Funds (Registration fees.)

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

	<u>FY 2014</u>
01-02-02-024010-8216-067-500559 Training of Providers	\$11,290.00

4) Further Authorize OEP to make an advance payment in the amount of \$500.00 to the Mountain View Grand Resort & Spa as a non-refundable security deposit effective upon Governor and Council approval. 100% Other Funds (Registration fees.)

EXPLANATION

This conference is designed to help fulfill our 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 volunteers serving on these boards.

Due to the history of attendance at this event, it necessary to seek a host facility that can accommodate 250 participants and speakers, has a minimum of four breakout rooms, and a separate dining area. Several factors were taken into account when selecting potential facilities, including: capacity to accommodate 250 participants, dates of availability, layout conducive to the function of the conference, and travel distance for participants. In the past, OEP provided two training conferences per year, one of which was held in northern New Hampshire. Now, with one conference per year, an effort is made to hold one in the northern part of the state every second year so that attendance by North Country land use board members is more convenient due to reduced travel time. Three sites were considered in northern New Hampshire prior to selecting The Mountain View Grand Resort & Spa in Whitefield (see "The Bidding Process," attached). The Mountain View Grand was selected because it was the lowest bidder, its venue is more conducive to conference requirements and because of its ease of access.

The total cost of this one-day conference (not to exceed \$15,000.00) includes printed material, advertisement, postage, facility rental, meals, refreshments, travel costs, and speaker expenses. These costs will be offset by an estimated \$15,000.00 in conference revenue. A tentative conference agenda and estimated budget are attached.

Respectfully Submitted,


Meredith A. Hatfield, Director
Office of Energy & Planning

THE BIDDING PROCESS

2014 SPRING PLANNING AND ZONING CONFERENCE

Each year, the New Hampshire Office of Energy and Planning (OEP) hosts a conference, popularly known as the OEP Planning and Zoning Conference, to provide training and information sharing for municipal land use boards. In alternate years, the Spring Conference is held in a central to southern locale, or in the North Country, in order to provide easier access to a greater number of volunteer municipal land use board members.

Due to the history of attendance for this event when held in the North Country, it is necessary to find a host facility that can accommodate a minimum of 250 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 training sessions offered, and travel time and distance for participants. Based on the above-mentioned criteria, three North Country facilities were identified and bids were solicited.

North Country facilities that can accommodate 250 attendees include:

Mountain View Grand Resort		
Facility Rental Fee		\$1,500.00
Meals & Refreshments		\$9,600.00
Audio/Visual Rental		\$190.00
Total		\$11,290.00

The Mountain View Grand Resort is located in Whitefield, NH and accessed via Interstate 93 and Route 3. Travel time is 1 hour, 40 minutes from the Concord area. This facility was selected for its competitive bid and ease of access.

Attitash Grand Summit Hotel		
Facility Rental Fee		N/A
Meals & Refreshments		\$10,544.48
Audio/Visual Rental		\$770.00
Total		\$11,314.48

The Attitash Grand Summit Hotel is located in Bartlett, NH and accessed via Interstate 93, Route 104, Route 25E, Route 16N, and Route 302W. The travel time from the Concord area is 1 hour, 57 minutes. This facility was not selected because of its higher bid and location.

Omni Mount Washington Resort		
Facility Rental Fee		\$3,300.00
Meals & Refreshments		\$13,854.50
Audio/Visual Rental		\$575.00
Total		\$17,729.50

The Omni Mount Washington Resort was not selected due to its higher bid.

List of Bids
NH Office of Energy & Planning
2014 Spring Planning & Zoning Conference

Estimated Number of Attendees: 250

MOUNTAIN VIEW GRAND RESORT			
		Facility Rental Total	\$1,500.00
		Meals (breakfast, lunch, breaks)	\$8,000.00
		20% House Fee	\$1,600.00
		Meals Total	\$9,600.00
Audio/Visual Equipment Rental	Wireless Microphones (2)		\$60.00
	Projection Screens (5)		\$100.00
	Sound System in Ballroom		\$30.00
		Audio/Visual Total	\$190.00
		GRAND TOTAL	\$11,290.00

ATTITASH GRAND SUMMIT HOTEL			
		Facility Rental Total	N/A
		Meals (breakfast, lunch, breaks)	\$8,936.00
		18% Service Fee	\$1,608.48
		Meals Total	\$10,544.48
Audio/Visual Equipment Rental	Podiums (5)		\$150.00
	Podium Microphones (4)		\$100.00
	Wireless Microphone (1)		\$75.00
	Projection Screens (5)		\$125.00
		Subtotal	\$450.00
		Setup Labor	\$320.00
		Audio/Visual Total	\$770.00
		GRAND TOTAL	\$11,314.48

OMNI MOUNT WASHINGTON RESORT			
		Facility Rental Total	\$3,300.00
		Meals (breakfast, lunch, breaks)	\$11,450.00
		21% Service Charge	\$2,404.50
		Meals Total	\$13,854.50
Audio/Visual Equipment Rental	Public Address System		\$100.00
	Podium Microphones (4)		\$140.00
	Wireless Microphone (1)		\$85.00
	Projection Screens (5)		\$150.00
	Standing Lecterns(5)		\$100.00
		Subtotal	\$575.00
		Audio/Visual Total	\$575.00
		GRAND TOTAL	\$17,729.50

Bid Evaluation Team:

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

BUDGET
OFFICE OF ENERGY AND PLANNING
Spring Planning and Zoning Conference
May 3, 2014

MOUNTAIN VIEW GRAND RESORT	
ESTIMATED REVENUE	
Registration Fee - \$60.00/ person (based on 250 paid attendees)	\$15,000.00
Total Registration Revenue	\$15,000.00

FACILITY RENTAL EXPENSE	
Total Facility Rental Expense	\$1,500.00

FOOD EXPENSE	
Breakfast Beverages - 250 Attendees - \$4.00/person	\$1,000.00
Buffet Lunch - 250 Attendees - \$22.00/person	\$5,500.00
Afternoon Break-coffee, tea, cookies, brownies - 250 Attendees - \$6.00/person	\$1,500.00
Subtotal Food	\$8,000.00
20% House Fee	\$1,600.00
Total Food Expense	\$9,600.00

AUDIO VISUAL EXPENSE	
Sound System in Crystal Ballroom (podium microphone)	\$30.00
2 Wireless Microphones @ \$30.00 each	\$60.00
5 Projection Screens @ \$20.00/ea.	\$100.00
Total Audio Visual Expense	\$190.00

TOTAL FACILITY RENTAL, FOOD, AUDIO VISUAL EXPENSE	\$11,290.00
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ESTIMATED OTHER EXPENSES	
In-house Printing Supplies	\$438.61
U.S.P.S. Postage (registration packets, invoices)	\$83.30
Supplies (name tags, portfolios, etc.)	\$246.30
Standard Deluxe Rooms for overnight stay - 4 rooms @ \$129 ea. (estimate)	\$516.00
Miscellaneous Unanticipated Conference Expenses	\$1,500.00
Reimbursement of OEP Staff Expenses (meals)	\$200.00
Reimbursement of Conference Speaker Expenses (mileage, etc.)	\$725.79
Total Other Expenses	\$3,710.00

TOTAL EXPENDITURES	\$15,000.00
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BALANCE	\$0.00
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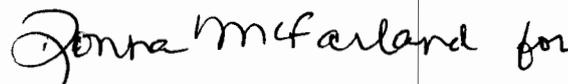
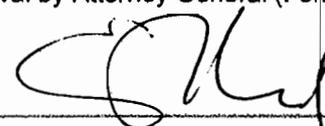
Subject: Brothers Property Management Corporation d/b/a Mountain View Grand Resort and Spa – Municipal/Regional Training Conference

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 rd Floor Concord, New Hampshire 03301	
1.3 Contractor Name Mountain View Grand		1.4 Contractor Address 101 Mountain View Road Whitefield, NH 03598	
1.5 Contractor Phone No. (603) 837-2100	1.6 Account Number 01-02-02-024010-8216 067-500559 Activity # 02MRTR14	1.7 Completion Date May 3, 2014	1.8 Price Limitation \$11,290.00
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 Christopher Diego, Managing Director	
1.13 Acknowledgment: State of <u>COOS</u> NH County of <u>COOS</u> On <u>December 04 2013</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			
1.13.2 Name and Title of Notary Public or Justice of the Peace		<u>Melanie B Kerr</u> <u>my commission expires April 14, 2015</u>	
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>12-4-13</u>			
1.18 Approval by the Governor and Executive Council 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, 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. Brothers Property Management Corporation, operator of the Mountain View Grand Resort and Spa (Mountain View Grand), will provide the NH Office of Energy and Planning with use of the rooms listed below on Saturday, May 3, 2014, from 8:00 am through 4:30 pm, except for Crystal Ballroom, which will be provided for use from 7:30 am to 1:30 pm, at a cost not to exceed \$11,290.00.
 - Crystal Ballroom (capacity of 250)
 - Presidential Hall (capacity of 250, or Harding 130, Roosevelt 75)
 - Cleveland (capacity of 36)
 - Coolidge (capacity of 36)
 - Country Club (capacity of 30)
2. The Mountain View Grand will provide not less than 25 round tables, for 10 people each, to be set up no later than 8:00 am in the Crystal Ballroom.
3. The Mountain View Grand will set up the Harding, Roosevelt and Country Club rooms with classroom-style seating and the Cleveland and Coolidge rooms with theater-style seating for the maximum capacity of each room. All rooms will have a podium and/or a table, and two chairs for guest speakers set up in the front of the room. A pitcher of water and two glasses will be provided in each room for the speakers.
4. The Mountain View Grand will provide six (6) draped 6-foot tables with chairs for conference registration in the Crystal Ballroom lobby, to be set up no later than 7:30 am.
5. The Mountain View Grand will set up pitchers of water and glasses in (or outside of) each conference room for attendees.
6. The total facility rental expense shall be no greater than \$1,500.00.
7. The Mountain View Grand will provide one (1) overhead screen in each of the following rooms: Harding, Roosevelt, Cleveland, Coolidge and Country Club at a cost of \$20.00 each.
8. The Mountain View Grand will provide a podium microphone and sound system in Crystal Ballroom at a cost of \$30.00, and two (2) wireless microphones in Harding and Roosevelt (at a cost of \$30.00 per microphone) to be set up no later than 8:00 am.

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Contractor Initials

Date 12/13

9. The total audio/visual expense shall be no greater than \$190.00
10. The Mountain View Grand will provide breakfast beverages at a cost of \$4.00 per person. The beverages will be available in the Crystal Ballroom no later than 8:30 am. Breakfast beverages will include coffee, tea and soft drinks.
11. The Mountain View Grand will provide the Mt. Kinsman Hot Luncheon Buffet to be set up no later than 11:45 am in the Crystal Ballroom at a cost not to exceed \$22.00 per person. The buffet will include: Minestrone Soup, Garlic Bread Sticks, Caesar Salad, Eggplant Parmesan, Chicken Cacciatore, Baked Penne with Angus Bolognese, Tortellini Alfredo, Roasted Vegetables, and Tiramisu in a Cup.
12. The Mountain View Grand will afternoon break beverages and snacks at a cost of \$6.00 per person. The beverages and snacks will be available in the Presidential Hall no later than 2:15 pm. Afternoon break beverages and snacks will include coffee, tea, cookies and brownies.
13. All food and beverage costs are subject to a 20% house fee.
14. The NH Office of Energy and Planning will provide the Mountain View Grand with a guaranteed attendance number five (5) business days prior to the event.
15. A sales representative from the Mountain View Grand 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 Mountain View Grand a nonrefundable deposit of \$500.00 based on an invoice submitted by the Mountain View Grand.
2. The NH Office of Energy and Planning will pay the Mountain View Grand, based on an invoice submitted by the Mountain View Grand, the remaining balance due, total amount not to exceed \$11,290.00. Final invoice must be submitted by June 3, 2014.
3. Billing for payment shall be directed to the NH Office of Energy and Planning, Johnson Hall, 107 Pleasant Street, Concord, NH 03301.

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.

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Contractor Initials CS

Date 12/13/13

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.

TITLE LXIV PLANNING AND ZONING

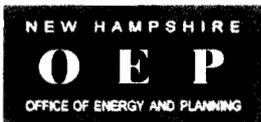
CHAPTER 673 LOCAL LAND USE BOARDS

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.



**20th ANNUAL SPRING PLANNING AND ZONING CONFERENCE
MOUNTAIN VIEW GRAND RESORT
WHITEFIELD, NH**

MAY 3, 2014

CONFERENCE AGENDA

Registration: 8:45 am – 9:30 am

Welcome and Orientation: 9:30 am – 10:00 am

Concurrent Sessions

10:00 am to 11:00 am

Basics for the Planning Board (double session – 10:00 to 12)

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 for the Zoning Board of Adjustment (double session – 10:00 to 12)

Speaker to be determined

This session will cover in detail the types of appeals that come before a ZBA (everything **except variances**). Appeals of administrative decisions, special exceptions, as well as the importance of the Right to Know Law, interactions with other land use boards and the municipal governing body, conflicts of interest and more will also be discussed.

Legal Update (double session-10:00 to 12)

Speaker to be determined

This two-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.

Cell Towers, Collocation, Modification -- What are Changes to RSA 12-K All About?

Speaker to be determined

Make sure your land use boards are up-to-date on the new requirements for reviewing cell tower applications. Learn about the 2013 amendments to RSA 12-K (Personal Wireless Service Facilities), the streamlined process for applications for collocation or modification, what a "substantial modification" is, and the new 45-day review period.

Land Use, Transportation and Energy

Speakers and session details to be determined

Concurrent Sessions

11:00 am to 12 pm

Basics for the Planning Board (continued from 10:00)

The Zoning Board of Adjustment (continued from 10:00)

Legal Update (continued from 10:00)

A Granite State Future

Speakers and session details to be determined

Advanced Planning Session

Speakers and session details to be determined

12 pm–1:15 pm – Lunch

Concurrent Sessions

1:15 pm to 2:30 pm

Planning Board Roles and Responsibilities (double session 1:15-4:00)

Speakers to be determined

Planning, subdivisions, and site plans – do you have trouble keeping it all straight? This double 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.

Zoning Variances From A-Z – Everything a ZBA Member Needs to Know! (double session 1:15-4:00)

Speakers to be determined

This double session will provide new and veteran ZBA members with a comprehensive look at zoning variances – how New Hampshire's variance law has evolved in recent years, how to analyze the five variance criteria, how to craft a good written decision.

Plan Reading from Start to Finish (double session 1:15-4:00)

Sylvia von Aulock, Town Planner, Town of Exeter, NH

You're now a member of a local land use board, and you find yourself asked to read, review and analyze engineered plans. Panic? No! This session will provide you with the tools you need to do just that. The first portion of this session reviews engineering terms through a graphical presentation. Then the class will participate in a step-by-step process of highlighting plans to make them "readable." This practical approach of coloring actual site and subdivision plans, road cross-sections, profiles, drainage and grading plans will help you understand just what all those lines mean. *Please bring 3 or 4 of your own highlighters to mark up handouts.*

Regulating Earth Excavations – What Does RSA 155-E Really Mean?

Speaker to be determined

As the "local regulator" of earth excavations, municipal boards (usually the planning board) have responsibilities under RSA 155-E to review and act on excavation applications. Come mine the complexities of this statute.

Advanced Planning Session

To be determined

2:00 pm – 2:15 pm – Session Break

Concurrent Sessions

2:15 pm to 3:30 pm

Planning Board Roles and Responsibilities (continued from 1:15)

Zoning Variances From A-Z – Everything a ZBA Member Needs to Know! (continued from 1:15)

Plan Reading from Start to Finish (continued from 1:15)

Advanced Planning Session

To be determined

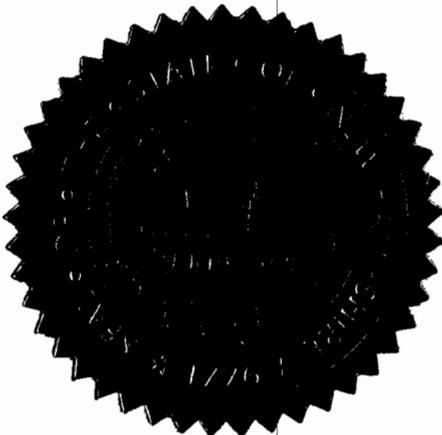
Advanced Planning Session

To be determined

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 Mountain View Grand Resort & Spa is a New Hampshire trade name registered on June 2, 2005 and that Brothers Property Management Corporation presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 4th day of December, A.D. 2013

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY/VOTE

I, MARK F. MUETHING, do hereby certify that I am duly elected Secretary of GREAT AMERICAN LIFE INSURANCE COMPANY.

The following are true copies of two resolutions, duly adopted by the Board of Directors of the Corporation by a unanimous written action dated December 2, 2013.

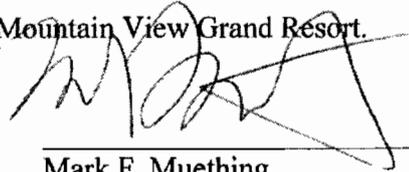
EXECUTION OF CONTRACT)

RESOLVED, that this Corporation enter into a contract with the State of New Hampshire, acting through its Office of Energy and Planning, for the provision of lodging, meeting and banquet services at the Mountain View Grand Resort, and

RESOLVED, that Christopher Diego, Manager of the Mountain View Grand Resort is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modification thereto , as he/she may deem necessary, desirable or appropriate.

The foregoing resolution have not been amended or revoked, and remain in full force and effect as of December 2, 2013.

Christopher Diego is the Manager of the Mountain View Grand Resort.



Mark F. Muething
Secretary

(SEAL)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/3/2013

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).

PRODUCER Dempsey & Siders Agency, Inc. 7265 Kenwood Road, Suite 105 Cincinnati, OH 45236-4412 Patricia Garrett	CONTACT NAME:		
	PHONE (A/C No. Ext):	513.891.4400 x10	FAX (A/C No): 513.891.4281
	E-MAIL ADDRESS:		
	PRODUCER CUSTOMER ID #:		
INSURED American Financial Group, Inc. Mountain View Grand Resort & Spa 110 Mountain View Road Whitefield NH 03598	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	Great American Ins. Co. NY	
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER:** 2013 Mt View GLBA **REVISION NUMBER:**

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	
A	GENERAL LIABILITY			GLP5434316-12	08/01/2013	08/01/2014	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							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
								\$
A	AUTOMOBILE LIABILITY			CAP5434317-13	08/01/2013	08/01/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
								\$
	UMBRELLA LIAB		OCCUR				EACH OCCURRENCE	\$
	EXCESS LIAB		CLAIMS-MADE				AGGREGATE	\$
	DEDUCTIBLE							\$
	RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		Y/N				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER Office of Energy and Planning Johnson Hall 3rd Floor 107 Pleasant Street Concord, NH 03301	CANCELLATION 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 