



CHRISTOPHER T. SUNUNU
GOVERNOR

NOV04'19 PM 3:26 DAS
STATE OF NEW HAMPSHIRE
OFFICE OF STRATEGIC INITIATIVES
107 Pleasant Street, Johnson Hall
Concord, NH 03301-3834
Telephone: (603) 271-2155
Fax: (603) 271-2615

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DIVISION OF PLANNING
DIVISION OF ENERGY
www.nh.gov/osi

November 5, 2019

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

REQUESTED ACTION

- 1) Authorize the Office of Strategic Initiatives (OSI) to conduct a one-day conference on Saturday, May 20, 2020, at the Grappone Conference Center in Concord, NH (VC 158921) to provide training to municipal land use board members in accordance with RSA 673:3-a, for a total cost of the conference not to exceed \$24,750.00 effective upon Governor and Council approval through May 30, 2020. 100% Other Funds (Registration fees, \$24,750.00).
- 2) Further Authorize OSI to accept registration fees in an amount not to exceed \$24,750.00, effective upon Governor and Council approval. 100% Other Funds (Registration fees).

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

EXPLANATION

This conference is organized to help fulfill our statutory obligations under RSA 673:3-a by providing informational sessions on planning and zoning issues for members of municipal land use boards. Since 1993, OSI has held this conference to meet the training needs of volunteer municipal board members.

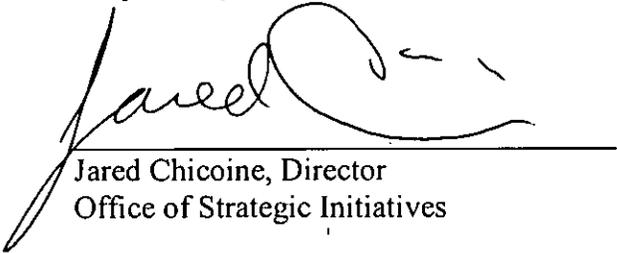
Due to the history of attendance at this event, it is necessary to seek a host facility that can accommodate 400 participants and speakers, has a minimum of six breakout rooms, and a separate dining area. Several factors were taken into consideration when selecting potential facilities including: capacity to accommodate 400 participants; dates of availability; layout conducive to the function of the conference; and travel distance for participants.

His Excellency, Governor Christopher T. Sununu
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In the past; OSI conducted two training conferences per year. Now, with one conference per year, an effort is made to hold it in a central location in the state so that attendance by local land use board members is made more convenient by a reduction in travel time. The two hotels in the state that can accommodate 400 participants, that have meeting rooms that can accommodate the number of training sessions offered, and that can provide a central location and parking for participants were considered for the conference. The Doubletree by Hilton in Manchester and the Grappone Conference Center in Concord were reviewed for possible venues to hold the conference. The Grappone center in Concord was selected because they could provide the best available date, location, and historically have been the lowest bidder.

The total cost of this one-day conference (not to exceed \$24,750.00) includes the cost of the facility rental and meals (\$23,215.00), as well as costs for printed material, advertisement, postage, travel costs, and speaker expenses. These costs will be offset by an estimated \$24,750.00 in conference revenue. A tentative conference agenda and estimated budget are attached.

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.

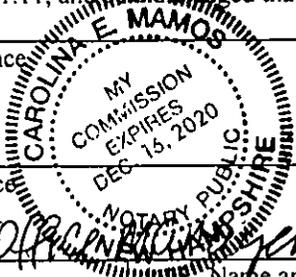
AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name Office of Strategic Initiatives		1.2 State Agency Address 107 Pleasant Street, Johnson Hall, 3 rd Floor Concord, New Hampshire 03301	
1.3 Contractor Name Capital Hotel Company, LLC		1.4 Contractor Address 70 Constitution Avenue Concord, NH 03301	
1.5 Contractor Phone Number 603-225-0303	1.6 Account Number 01-02-02-024010-8216 067-500559 02MRTR19	1.7 Completion Date May 30, 2020	1.8 Price Limitation \$24,750.00
1.9 Contracting Officer for State Agency Stephanie N. Verdile, Principal Planner		1.10 State Agency Telephone Number 603-271-2155	
1.11 Contractor Signature <i>Pamela Bisson</i>		1.12 Name and Title of Contractor Signatory Pam Bissonnette, VP	
1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Merrimack</u> On <u>October 17, 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] <i>[Signature]</i>			
1.13.2 Name and Title of Notary or Justice of the Peace <i>Carolina Mamos</i>			
1.14 State Agency Signature <i>[Signature]</i>		Name and Title of State Agency Signatory Date: <u>10/18/19</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: <i>[Signature]</i> On: <u>11/8/2019</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.

EXHIBIT A

Services

1. Capital Hotel Company, LLC, operator of the Grappone Conference Center, will provide the NH Office of Strategic Initiatives (OSI) with use of the rooms listed below on Saturday, May 20, 2020, from 7:00 AM through 3:30 PM, at a cost not to exceed \$23,215.00.
 - Granite Ballroom (roundtable seating for 400 guests)
 - Webster (capacity of 100 – theater-style seating)
 - Pierce (capacity of 100 – theater-style seating)
 - Merrimack (capacity of 60 – theater-style seating)
 - Concord (capacity of 60 – theater-style seating)
 - Capital (capacity of 50 – theater-style seating)
2. The Grappone Conference Center will provide not less than 50 (fifty) 5-foot round tables seating 8 people at each table, to be set up no later than 7:30 AM in the Granite Ballroom.
 - One (1) draped 6-foot table with 1 pitcher of water and two glasses shall be placed on the risers at the front of the Granite Ballroom.
 - Granite Ballroom will be utilized as one meeting space for sessions throughout the day when not in use during breakfast and lunch.
3. The Grappone Conference Center will set up the Webster, Pierce, Merrimack, Concord, and Capital rooms with theater-style seating for the maximum capacity of each room. All rooms will have a podium, 6-foot table, and two chairs for guest speakers placed in the front of the room. A pitcher of water and two glasses will be provided at the guest speaker tables.
4. The Grappone Conference Center will provide five (5) draped 6-foot tables with chairs for conference registration in the Pre-function Area, to be set up no later than 7:00 AM.
5. The Grappone Conference Center will provide pitchers of water and glasses in the Pre-function Area for attendees throughout the event day.
6. The total facility rental expense shall be no greater than \$2,190.00.
7. The Grappone Conference Center will provide two (2) Projection Packages in the Granite Ballroom at a cost of \$215.00 per package that include one (1) 10' cradle screen, one (1) 10' flat screen, 2 LCD projectors, 2 A/V tables w/electrical cords, and power strips. One (1) VGA cable with amplifier at a cost of \$50.00 and one (1) 4 channel mixer at a cost of \$40.00 are to be set up in the Granite Ballroom.

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Contractor Initials RNB

Date 10/17/19

One (1) 6x6 tripod screen shall be set up in each of the following rooms: Merrimack, Concord, and Capital, at a cost of \$35.00 each. OSI will have use of drop-down projection screens in the Pierce and Webster rooms at a cost of \$45.00 each.

8. The Grappone Conference Center will provide additional audio/visual equipment as listed:

- Granite Ballroom – one (1) podium equipped with a microphone at a cost of \$25.00; one (1) floor microphone on a stand at a cost of \$25.00; and two (2) table top microphones at a cost of \$25.00 each;
- Webster and Pierce rooms - podiums equipped with microphones at a cost of \$25.00 for each room;
- Merrimack, Concord, and Capital rooms - one (1) podium in each room at no cost.

All audio/visual equipment to be set up no later than 7:30 AM.

9. The total audio/visual expense shall be no greater than \$865.00.

10. The Grappone Conference Center will provide the Morning Break – Sunrise Continental at a cost of \$21.00 per person. This package includes: Orange and cranberry juices, Seasonal fruit display; Individual Stonyfield assorted yogurts; Fresh baked assorted fruit breads; Whole grain and gluten free toasting breads, Laurel Hill assorted jellies and butter; Freshly brewed coffee, decaf and assorted fine teas. Classic Mid-morning Break: Whole fresh fruit, Kind bars, and freshly brewed coffee, decaf, and assorted fine teas. Afternoon Break-New Hampshire Artisan Cookie Jar: Freshly baked chocolate chip, oatmeal raisin, molasses, lemon, and snickerdoodle cookies refresh fresh brewed coffee, decaf, and assorted fine teas.

- The breakfast buffet will be available no later than 7:45 AM.
- The mid-morning refresh will be available no later than 10:15 AM.
- The afternoon break will be available no later than 2:00 PM.

11. The Grappone Conference Center will provide the Sandwich Board Lunch buffet to be set up no later than 11:45 AM in the Pre-Function Area at a cost not to exceed \$21.00 per person. The buffet will include: House Salad, Chef's Soup du Jour, Quinoa salad with mango, roasted red and yellow peppers, and scallions with honey lime vinaigrette; Caramelized apple and dried cranberry salad with baby arugula, walnuts, and goat cheese with apple cider vinaigrette; House made potato chips; Greek style chicken with feta cheese, olives, and tomatoes in a wrap; Farm raised roast beef with horseradish cream, smoked provolone, and lettuce on an onion roll; Smoked local ham and Swiss cheese with lettuce and honey mustard on a brioche roll; Chickpee fritter with tomato, shaved red onion, and lettuce with tzatziki sauce in

a wrap; Fresh baked brownies and assorted mini pastries; Fresh brewed coffee, decaf, and assorted fine teas.

12. All food and beverage costs are subject to a 20% service charge.
13. The NH Office of Strategic Initiatives will provide the Grappone Conference Center with a guaranteed attendance number five (5) business days prior to the event.
14. A sales representative from the Grappone Conference Center will review the day's charges with the NH Office of Strategic Initiatives prior to the staff's departure from the site.

EXHIBIT B

Price, Method and Terms of Payment

1. The NH Office of Strategic Initiatives will pay the Conference Center a nonrefundable deposit of \$1,000.00 based on an invoice submitted by the Conference Center.
2. The NH Office of Strategic Initiatives will pay the Conference Center, based on an invoice submitted by the Conference Center, the remaining balance due, total amount not to exceed \$23,215.00. Final invoice must be submitted by June 28, 2020.
3. Billing for payment shall be directed to the NH Office of Strategic Initiatives, Johnson Hall, 107 Pleasant Street, Concord, NH 03301.

EXHIBIT C
Special Provisions

This Exhibit is left intentionally blank.

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 CAPITAL HOTEL COMPANY II, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on December 28, 1999. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 333453

Certificate Number: 0004465043



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 26th day of March A.D. 2019.

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

William M. Gardner
Secretary of State



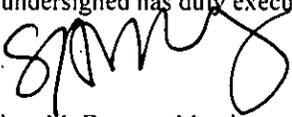
CAPITAL HOTEL COMPANY, LLC

Member's Certificate

The undersigned, being a member of the Capital Hotel Company, LLC (the "LLC"), hereby certifies that the following is a true copy of the resolutions duly adopted by the members of the limited liability company by a unanimous written consent on July 1, 2006, and that such resolutions have not been modified, amended or rescinded and are still in force and effect as of this date:

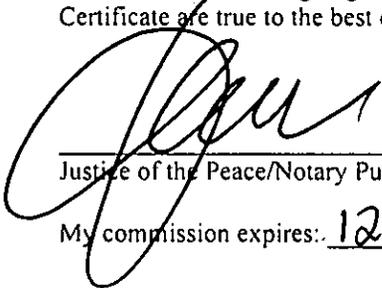
1. To authorize Pamela Bissonnette, VP Operations, to negotiate, execute and deliver on behalf of the LLC any and all documents, including contracts with the state of New Hampshire and its various departments, which may include but is not limited to the Department of Safety, the Department of Health and Human Services, the Department of Education, the New Hampshire Board of Nursing and the University of New Hampshire.

The undersigned has duly executed this certificate this 23 day of Oct, 2019.

By: 
Stephen M. Duprey, Member
Duly Authorized

THE STATE OF NEW HAMPSHIRE
Merrimack, SS.

On the 23 day of Oct, 2019 before me, Carolina Mamos the Undersigned officer, appeared Stephen Duprey, known to me (or satisfactorily proven) to be the person whose name appears above, and s/he subscribed her/his name to the forgoing instrument and swore that the facts contained in this Certificate are true to the best of her/his knowledge and belief.


Justice of the Peace/Notary Public

My commission expires: 12-16-20





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/30/2019

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 have ADDITIONAL INSURED provisions or 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 Infinger Insurance - Conway 1205 Eastman Rd PO Box 3070 North Conway NH 03860	CONTACT NAME: Kimberly Wood PHONE (AC, No, Ext): (603) 447-5123 FAX (AC, No): (603) 447-5126 E-MAIL ADDRESS:																				
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Citizens Ins Co of America</td> <td>31534</td> </tr> <tr> <td>INSURER B:</td> <td>Allmerica Financial Benefit</td> <td>41840</td> </tr> <tr> <td>INSURER C:</td> <td>Hanover Insurance Group, Inc.</td> <td>22292</td> </tr> <tr> <td>INSURER D:</td> <td>Travelers Indemnity Co</td> <td>25658</td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Citizens Ins Co of America	31534	INSURER B:	Allmerica Financial Benefit	41840	INSURER C:	Hanover Insurance Group, Inc.	22292	INSURER D:	Travelers Indemnity Co	25658	INSURER E:			INSURER F:	
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INSURER E:																					
INSURER F:																					
INSURED Dupray Hospitality LLC 49 South Main St Ste G101 Concord NH 03301																					

COVERAGES **CERTIFICATE NUMBER:** CL1992577448 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<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 type="checkbox"/> LOC OTHER:			ZBV D105923-02	12/01/2018	12/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Liquor Liability \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			AWW D098210-02	12/01/2018	12/01/2019	EACH OCCURRENCE \$ 14,000,000 AGGREGATE \$ 14,000,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UHV D105924-02	12/01/2018	12/01/2019	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	106810112	09/26/2019	09/26/2020	Each Claim 1,000,000

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

Re: 5/30/20 Conference at the Grappone Center, 40 Commercial Street, Concord, NH 03301

CERTIFICATE HOLDER NH Office of Strategic Initiative 107 Pleasant Street Johnson Hall, 3rd Floor 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

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Additional Named Insureds

Other Named Insureds

Capital Hotel Company I, LLC

Capital Hotel Company II, LLC

Capital Hotel Company III, LLC

Capital Hotel Company IV, LLC

Capital Hotel Company V, LLC

Capital Hotel Company VI, LLC

Duprey Hospitality LLC

Duprey Service Company LLC

Stephen Duprey

Steves Greens LLC

The Duprey Company, LLC

NEW HAMPSHIRE



HOSPITALITY
COMPENSATION
TRUST

P.O. Box 3898
Concord, NH 03302-3898
(603) 224-7337

CERTIFICATE OF INSURANCE

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.

This is to certify that: The Duprey Services Co., LLC dba Capital Hotel I Certificate #: 1
- Courtyard by Marriott
PO Box 1438
Concord, NH 03302

Is, at the issue date of this certificate, insured by the Company, under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and conditions and is not altered by any requirement, term or condition or other document with respect to which this certificate may be issued.

COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATE: NH

TYPE OF POLICY	EXP DATE	POLICY NUMBER	LIMIT OF LIABILITY	
	Continuous*			
	Extended			
	Policy Term			
Workers' Compensation Any Proprietor/Partner/Executive Officer/Member Excluded? Yes: <input checked="" type="checkbox"/> If yes, describe under Description of Operations below	03/01/2019-03/01/2020	P025802NHHCT2019	Bodily Injury By Accident	\$1,000,000
			Bodily Injury by Disease Policy Limit	\$1,000,000
			Bodily Injury by Disease Each Person	\$1,000,000
Description of Operations:				
ADDITIONAL COMMENTS:				

*If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.

NOTICE OF CANCELLATION: (Not applicable unless a number of days is entered below.) Before the stated expiration date, the company will not cancel or reduce the insurance afforded under the above policies until at least 30 days. Notice of such cancellation has been mailed to:

NEW HAMPSHIRE HOSPITALITY COMPENSATION TRUST

The Duprey Service Company,
LLC/Capital Hotel I & II
Grappone Conference Center
70 Constitution Avenue
Concord, NH 03301

Authorized Representative

Concord, NH
Office

603-224-7337
Phone Number

10/02/2019
Date Issued

THE BIDDING PROCESS
NH Office of Strategic Initiatives
2020 Spring Planning and Zoning Conference

Each year, the New Hampshire Office of Strategic Initiatives (OSI) hosts a conference, popularly known as the OSI Spring Planning and Zoning Conference, to provide training and information sharing for municipal land use 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, cost, 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, two facilities were identified and bids were solicited.

Grappone Conference Center	
Facility Rental Fee	\$2,190.00
Meals & Refreshments	\$20,160.00
Audio/Visual Rental	\$865.00
Total	\$23,215.00

The Grappone Conference Center is located in Concord, NH and accessed via Interstate 93.

This facility was selected for its availability during the preferred timeframe, competitive bid and ease of access and free parking.

Double Tree by Hilton Manchester Downtown Hotel	
Facility Rental Fee	Unknown
Meals & Refreshments	Unknown
Audio/Visual Rental	Unknown
Total	Unknown

The Double Tree by Hilton Manchester Downtown Hotel is located in Manchester, NH and accessed via Interstate 93.

No bids were supplied by the hotel due to no Saturday date available during the months of April and May 2020, when the conference is traditionally held. Historically, the costs at this hotel have been higher than the Grappone Conference center. Therefore, this facility was not selected because they had no availability during the preferred timeframe.

BUDGET
OFFICE OF STRATEGIC INITIATIVES
Spring Planning and Zoning Conference
Saturday May 30, 2020

GRAPPONE CONFERENCE CENTER
CONCORD, NH

ESTIMATED REVENUE

Registration Fee - \$75.00/ person (based on 330 paid attendees)	\$24,750.00
Municipal and Regional Training Fund	\$0.00
Total Registration Revenue	\$24,750.00

FACILITY RENTAL EXPENSE

Granite Ballroom	\$1,100.00
4 Risers in Granite Ballroom @ \$35 ea.	\$140.00
Webster and Pierce Rooms @ \$250 ea.	\$500.00
Merrimack, Concord, and Capital Rooms @ \$150 ea.	\$450.00
Total Facility Rental Expense	\$2,190.00

FOOD EXPENSE

<p>MORNING BREAK-SUNRISE CONTINENTAL- 400 Attendees @ \$21.00/person Package includes (morning)Orange and cranberry juices, sliced seasonal fruit, assorted breakfast pastries and whole grain and gluten free toasting breads, Stonyfield assorted yogurt, assorted jellies, preserves and butter, orange and cranberry juices, and coffee, decaf and, assorted teas.</p> <p>Mid-morning break-Classic Mid-Morning Break- fresh coffee and assorted teas, whole fresh fruit, Kind bars.</p> <p>Afternoon refresh- New Hampshire Artisan Cookie Jar- fresh coffee and assorted teas, display of freshly baked cookies.</p>	\$8,400.00
<p>LUNCH BUFFET - SANDWICH BOARD - 400 Attendees @ \$21/person - Buffet includes House Salad, Chef's Soup du Jour, Quinoa salad with mango, roasted red and yellow peppers, and scallions with honey lime vinaigrette; Carmelized apple and dried cranberry salad with baby arugula, walnuts, goat cheese with apple cider vinaigrette; House made potato chips; Greek style chicken with feta cheese, olives and tomatoes in a wrap; Farm raised roast beef with horseradish cream, smoked provolone, and lettuce on an onion roll; Smoked local ham and swiss, with lettuce and honey mustard on a brioche roll; Chickpea fritter, tomato, shaved red onion, and lettuce with tzatziki sauce in a wrap; Fresh baked brownies and assorted miniature pastries, Fresh brewed coffee, decaf, and assorted teas.</p>	\$8,400.00
Subtotal	\$16,800.00
20% Service Charge	\$3,360.00
Total Food Expense	\$20,160.00

AUDIO/VISUAL EXPENSE

3 Podiums w/Microphones (Granite Ballroom, Pierce and Webster) @ \$25 ea.	\$75.00
2 Table Top Microphones in Granite Ballroom @ \$25 ea.	\$50.00
1 Floor Microphone on Stand in Granite Ballroom @ \$25 ea.	\$25.00
1 - 4 Channel Mixer in Granite Ballroom	\$40.00
1 VGA Cable with Amplifier (Granite Ballroom)	\$50.00
3 - 6x6 Tripod Screens (Capital, Concord, Merrimack) @ \$35 ea.	\$105.00
2 Ceiling Projection Screens (Pierce and Webster) @ \$45 ea.	\$90.00
2 Projection Packages: LCD projector, 10' screen (1 - 10' Cradle Screen, 1 - 10' Flat Screen), AV table w/cord & strip (Granite Ballroom) @ \$215 ea.	\$430.00
Total Audio/Visual Expense	\$865.00

TOTAL FACILITY RENTAL; FOOD, AUDIO/VISUAL EXPENSE **\$23,215.00**

ESTIMATED OTHER EXPENSES

In-house Printing Supplies (toners, copy paper) and Graphic Services printing	\$1,084.51
U.S.P.S. Postage (registration packets, invoices)	\$159.51
Supplies (name tags, portfolios, etc.)	\$187.34
Reimbursement of Speaker/Staff Expenses (mileage, etc.)	\$100.00
Total Other Expenses	\$1,531.36

TOTAL EXPENDITURES **\$24,746.36**



26th ANNUAL SPRING PLANNING & ZONING CONFERENCE

Grappone Conference Center
70 Constitution Avenue
Concord, NH 03301
Saturday, May 30, 2020

CONFERENCE AGENDA

REGISTRATION AND BREAKFAST:

8:00 AM – 8:30 AM

WELCOME:

8:30 AM – 8:45 AM

CONCURRENT SESSIONS:

9:00 AM – 10:15 AM

Introduction to Local Land Use Boards

Speakers to be determined

This session is for municipal planning, zoning and other land use board members who are brand new to their duties and is designed to be an interactive discussion about the board's responsibilities and your duties as a board member. From taking the oath of office to where to find the law, we'll provide a very broad overview of basic procedures, discuss current planning topics, review information resources, and answer your questions about how to make a good start at being a successful board member.

ZBA Decision Making Process (double session)

Speakers 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 need 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 need to vote on anything at all? If these and other questions have plagued your ZBA, this session is for you.

4 Other Planning Topic Sessions – To Be Determined

SESSION BREAK:

10:15 AM – 10:30 AM

CONCURRENT SESSIONS:

10:30 AM – 11:45 AM

Planning Board Basics

Speakers to be determined

This session is for new planning board members and alternates, as well as veterans, who want a refresher course on the basics. Topics for discussion include what is a completed application, the timeline for planning board review, conducting meetings and public hearings, the use of third-party consultants, the zoning amendment process, scattered and premature development, off-site exactions, conflicts of interests, the Right-to-Know law and more.

ZBA Decision Making Process (continued from 9:00 AM)

4 Other Planning Topic Sessions – To Be Determined

LUNCH:

11:45 AM to 12:45 PM

CONCURRENT SESSIONS:

12:45 PM – 2:00 PM

Legal Update (double session)

Speakers to be determined

This session will review recent New Hampshire Supreme Court decisions involving land use issues and the impact they have on municipal planning and zoning. Recently enacted legislation that affects the responsibilities and authority of municipal planning and zoning boards will also be discussed.

Roles and Responsibilities of the Zoning Board of Adjustment (double session)

Speakers to be determined

This session will provide a detailed look at the statutory responsibilities of the ZBA including appeals of administrative decisions, special exceptions, and variances. This session will also provide an in-depth discussion of how the case law interprets the five variance criteria. Time will be devoted to participant questions.

4 Other Planning Topic Sessions – To Be Determined

SESSION BREAK:

2:00 PM – 2:15 PM

CONCURRENT SESSIONS:

2:15 PM – 3:30 PM

Legal Update (continued from 12:45 PM)

Speakers to be determined

Roles and Responsibilities of the Zoning Board of Adjustment (continued from 12:45 PM)

Speakers to be determined

4 Other Planning Topic Sessions – To Be Determined

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 strategic initiatives. The office of strategic initiatives 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. 2011, 224:121, eff. July 1, 2011. 2017, 156:64, eff. July 1, 2017.

TITLE I THE STATE AND ITS GOVERNMENT

CHAPTER 4-C OFFICE OF STRATEGIC INITIATIVES

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 strategic initiatives:

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. 2017, 156:64, eff. July 1, 2017.