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STATE OF NEW HAMPSHIRE
 DEPARTMENT of NATURAL and CULTURAL RESOURCES
DIVISION of PARKS and RECREATION
 172 Pembroke Road Concord, New Hampshire 03301
 Phone: (603) 271-3556 Fax: (603) 271-3553
 Web: www.nhstateparks.org

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November 8, 2022

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

REQUESTED ACTION

Authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation, Cannon Mountain Aerial Tramway and Ski Area to enter into a Memorandum of Agreement with Littleton Chevrolet, Buick, Inc. (VC #157119), Littleton, NH, for use of 3 vehicles for co-branded marketing purposes and promotional services for a period of one-year effective upon Governor and Council approval through December 6, 2023. No State Funds Required.

EXPLANATION

We are seeking approval of a one-year marketing partnership with Littleton Chevrolet, Buick Inc. (LBC) via a Memorandum of Agreement (MOA). This MOA will benefit Cannon by being able to use 3 co-branded 2019-model vehicles. One vehicle is a model 1500 Silverado pick-up truck and the other two are SUV models Trax and Traverse. These vehicles will be a vital part of Cannon's fleet for staff transportation and public relations by our sales and marketing team and operations staff. The MOA will eliminate the need to purchase vehicles for these purposes, saving the state money. Due to the low mileage and condition of the vehicles, they will still retain excellent resale value after a one-year term.

Littleton Chevrolet, Buick, Inc. has had a partnership with Cannon in the past, but with the lack of new vehicle supply in the auto industry, it would be difficult to secure new vehicles to provide to Cannon. Entering into a one-year agreement with these vehicles will allow another level of advertising and marketing services such as Cannon being displayed on Littleton Chevrolet websites and vehicle displays along with the distribution of no-cost passes to customers that will promote Cannon Mountain as a preferred ski destination in the Northeast.

In exchange for these marketing and advertising services and use of vehicles, Cannon is providing \$10,000 worth of ticket product during the one-year term, which can include lift tickets, season passes, or summer tickets for the Aerial Tramway or Flume Gorge.

This is a truly unique local partnership that will be invaluable to Cannon, and an important connection with our community.

The Attorney General's Office has reviewed and approved this MOA as to form, substance, and execution.

Respectfully submitted,


 Sarah L. Stewart
 Commissioner

(15M)



STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION
CANNON MOUNTAIN

260 Tramway Drive Franconia, New Hampshire 03580
Phone: (603) 823-8800 Fax: (603) 823-8088
E-Mail: info@cannonmt.com Web: www.cannonmt.com

November 3, 2022

2022 Sponsorship Agreement – Cannon Mountain and Littleton Chevrolet, Buick, Inc.

Sponsorship Scope:

- Littleton Chevrolet will be the Official Car Dealership of Cannon Mountain.
- Cannon will not enter into a sponsorship agreement with any other car dealership or vehicle manufacturer for the term of this agreement.
- Littleton Chevrolet will not enter into a sponsorship agreement with any other ski area for the term of this agreement.
- Littleton Chevrolet will provide three (3) usage vehicles to Cannon over the course of a one-year term.

Display vehicles:

- Cannon will allow Littleton Chevrolet up to two (2) display vehicles.
- In the winter, display locations include the Peabody Base Area and the Aerial Tramway Base. In summer, display locations could include the Aerial Tramway Base and Flume Gorge. Cannon's brand, the environment and the nature of Franconia Notch State Park will be considered when approving and placing display vehicles. Cannon Mountain will have the ultimate authority to select and approve vehicle locations.

Signage, Brand Identification & Marketing:

- Cannon will update vehicle wraps to existing vehicles if necessary.
- Littleton Chevrolet will include a Cannon logo and link to the Cannon website during the ski season and a link to the Franconia Notch State Park website on the individual store websites during the term of this agreement.
- During the 2022-2023 ski season, Littleton Chevrolet will receive one location in each ski area building – five locations total – to place a sign or poster and/or brochures or other sales materials.
- During the 2023 summer season, Littleton Chevrolet will receive one location in the Flume Visitor Center and one location at the Aerial Tramway to place a sign, poster, and/or brochures or other sales materials.
- Littleton Chevrolet will receive a presence in each email newsletter Cannon sends to their email list.
- Littleton Chevrolet will receive one website banner ad on Cannon's snow report page, which is the most visited interior page.
- Cannon will include a Littleton Chevrolet logo on promotional flyers that are distributed on tables in the base area lodges.
- Cannon will include Littleton Chevrolet in a regularly scheduled season passholder mailing, in which Littleton Chevrolet may promote a consumer promotion. Littleton Chevrolet may use its discretion as to which promotion to include.


11/4/22

- Littleton Chevrolet may also make available special employee and guest offers which Cannon will promote internally and at the ski area during winter and summer.
- Any materials produced on behalf of Cannon that has Littleton Chevrolet's logo or name on it will be provided in advance to Littleton Chevrolet for review and approval. Similarly, any promotion that Littleton Chevrolet produces that includes Cannon or Franconia Notch State Park will be provided in advance to Cannon for review and approval. Cannon Mountain will have the ultimate authority to select and approve all signage locations.

Other:

- Cannon will provide up to \$10,000 worth of ticket product during the one-year term, which can include Cannon lift tickets, season passes, or summer tickets for the Aerial Tramway or Flume Gorge. The mix of tickets for the first year is to be specified by Littleton Chevrolet at the beginning of this agreement.
- Additional consumer promotions may be developed; the size and scope of which will be mutually agreed upon, and that shall include a to-be-determined amount of media and hospitality trade to ensure a successful program.

Financial Responsibilities:

- Cannon will pay for any necessary updates to the existing wraps for the three (non-display) usage vehicles and will pay to have the wraps removed prior to returning the vehicles to the dealership.
- Cannon will pay for any applicable registration and insurance fees for the usage vehicles.
- Littleton Chevrolet will pay for the delivery of the display vehicles, all associated signage and any additional on-site signage and collateral that is not part of something that Cannon is already producing (such as the table flyers and e-newsletters)
- Littleton Chevrolet will arrange a no-cost lease agreement with Cannon Mountain for the three existing promotional vehicles that were provided during the previous agreement (approved by Governor and Council on October 23, 2019, item #47). Cannon Mountain will have the vehicles to drive for a maximum of 1 year and will not exceed 15,000 miles per year per vehicle. When the one-year term has elapsed, Cannon Mountain will return the vehicles to Littleton Chevrolet.
- Cannon Mountain agrees to adhere to excess wear standards as outlined in a standard GMAC lease agreement pamphlet (copy of wear standards pamphlet to be provided to Cannon Mountain prior to signing agreement).
- Cannon Mountain agrees to have the vehicles inspected twice per year by qualified, experienced automobile technicians.
- Cannon agrees to maintain the vehicles in accordance with the recommendations outlined in the vehicle owner's manual, which will be provided to Cannon Mountain. Littleton Chevrolet's preference would be to have the vehicles brought to their service department at least once a year but would also accept maintenance reports from Cannon Mountain's own mechanics attesting to the inspections and any maintenance performed.
- The vehicles will have manufacturer's warranties and Littleton Chevrolet shall provide warranty service as needed. Cannon Mountain will be responsible for maintenance and repairs not covered by manufacturer's warranties.

Vendor Initials 
Date 4/1/22

Term:

- o Upon approval by Governor and Council for a period of one year.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

The undersigned agree to and approve of the above terms of this sponsorship agreement:

For Littleton Chevrolet:

[Signature]

Date: 11/4/22

Duane Coute, President
Burlington LMA

STATE OF NH
COUNTY OF Grafton

On this the 4 day of November, 22 before me Sherry Deyette, the undersigned officer, personally appeared Duane Coute, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal:

[Signature]
Justice of the Peace / Notary Public

My Commission Expires: 3-23-27



For Cannon Mountain:

[Signature]

Date: 11/18/2022

Sarah Stewart, Commissioner
Dept. of Natural and Cultural Resources
State of New Hampshire

Approved as to Form, Substance and Execution:

[Signature]
Asst. Attorney General

Date: 11/21/2022

Approved by the NH Governor and Executive Council:

Item # _____ on _____, 2022

Vendor Initials [Signature]
Date [Signature]

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that LITTLETON CHEVROLET, BUICK, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on June 12, 1991. 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: 156881

Certificate Number : 0005894633



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 8th day of November A.D. 2022.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State

Board Resolution

I, Patricia F. Blackmore, hereby certify that I am duly elected Clerk/Secretary of
(Name)

Littleton Chevrolet Buick, Inc. I hereby certify the following is a true copy of a vote taken at
(Name of Organization)

a meeting of the Board of Directors/shareholders, duly called and held on _____

at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Duane Coute is duly authorized to enter a
(Name and Title)

Contract on behalf of Littleton Chevrolet Buick, Inc with the
(Name of Organization)

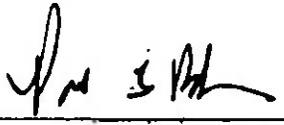
DNCR – Cannon Mountain, State of New Hampshire and further is
(Name of State Agency)

Authorized to execute any documents which may in his/her judgment be
desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full
force and effect as of **November 1, 2022**. I further certify that it is understood that the
State of New Hampshire will rely on this certificate as evidence that the person listed above currently
occupies the position indicated and that they have full authority to bind the corporation to the specific
contract indicated.

DATED: November 1, 2022

ATTEST:

 Secretary, VP
(Name and Title)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/04/2022

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 Noyle W Johnson Insurance 119 River Street P.O. Box 279 Montpelier VT 05801-0279		CONTACT NAME: Natalie Boivin, ACSR, CISR, CPIA PHONE (A/C, No, Ext): (802) 223-7735 FAX (A/C, No): (802) 223-7515 E-MAIL ADDRESS: nboivin@nwjinsurance.com	
INSURED Littleton Chevrolet Buick, Inc. D/B/A Littleton Chevrolet 851 Meadow Street Littleton NH 03561		INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Casualty INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 28685	

COVERAGES **CERTIFICATE NUMBER:** 2022-23 Littleton Chevrol **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 SUBR INSD 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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		EPP/ EBA0545865	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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 <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"/>		EPP/ EBA0545865	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED RETENTION \$ 10,000		EUP0545897	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Garagekeepers		EPP/ EBA0545865	01/01/2022	01/01/2023	Comprehensive 500,000 Collision 500,000

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

CERTIFICATE HOLDER DNCR - Cannon Mountain 260 Tramway Drive Franconia NH 03580	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 <i>Natalie M. Boivin</i>
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