



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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February 5, 2024

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 February 21, 2025. 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 for well over a decade but because of a continued fleet shortage we are seeking a one-year term with the existing marketing vehicles. This will allow for another year of advertising and marketing services on Littleton Chevrolet websites, vehicle displays, and other contributions 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,

Brian J. Wilson  
 Director

Concurred,

Sarah L. Stewart  
 Commissioner

(15/1)

## **Littleton Chevrolet SPONSORSHIP AGREEMENT**

**THIS MEMORANDUM OF UNDERSTANDING** (the "Agreement") is entered into this 13<sup>th</sup> day of March, 2024, by and between the Department of Natural and Cultural Resources ("DNCR") and Littleton Chevrolet Inc. (collectively, the "Parties"). This Agreement shall replace and supersede any other prior written agreement between the Parties for Sponsorship.

- I. Whereas**, the Littleton Chevrolet Inc. is a private Car Dealership located in Littleton, New Hampshire;
  - II. Whereas**, The Department of Natural and Cultural Resources is a duly constituted executive branch agency of the State of New Hampshire;
  - III. Whereas**, Littleton Chevrolet Inc. desires to enter into a Sponsorship Agreement making Littleton Chevrolet Inc. the Official Car Dealership of Cannon Mountain Ski Area. Further details are outlined in exhibit A.
  - IV. Whereas**, The Department of Natural and Cultural Resources desires to enter into a Sponsorship Agreement with Littleton Chevrolet, Inc., which includes Littleton Chevrolet, Inc, providing Cannon Mountain Ski Area with 3 usage vehicles for a one- year term. Further details outlined in exhibit A.
  - V. Whereas**, The Department of Natural and Cultural Resources is responsible for providing up to \$10,000 worth of ticket products per year, which can include Cannon Mountain ski lift tickets, season passes, or summer tickets to the Aerial Tramway or Flume Gorge. Further details outlined in exhibit A.
- VI. NOW, THEREFORE**, the Parties enter into this Agreement for their mutual benefit and agree as follows:

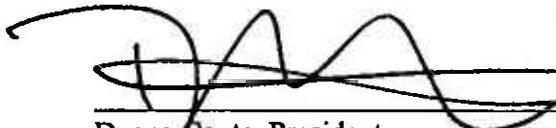
1. Littleton Chevrolet Inc. agrees to perform all actions and services described in the attached MOU Exhibit A, which is hereby incorporated by reference.
2. The Department of Natural and Cultural Resources agrees to perform all actions and services described in the attached MOU Exhibit A, which is hereby incorporated by reference.
3. The Parties agree that no exchange of payment will be made as part of this Agreement. To the extent the Parties determine that an exchange of funds between

the Parties is necessary to realize the goals of this Agreement, the Parties will execute a separate contract or grant to address any such payments, in accordance with standard contract or grant procedures.

4. The Parties agree that the obligations, agreements and promises made under this Memorandum of Understanding are not intended to be legally binding upon the Parties and are not legally enforceable. Additionally, the obligations, agreements and promises made by the Parties in this Memorandum of Understanding shall not comprise a standard of care or conduct to third parties.
5. This Agreement is effective from the date it is approved by the Governor and Council through February 21, 2025.
6. This Agreement may be amended by a written instrument signed by the Parties provided that the amendment does not involve a State expenditure, the receipt of funds or the creation of an enforceable obligation.
7. Either party may terminate this Agreement by providing written notice to the other party at least thirty (30) days prior to termination.
8. Disputes arising under this Memorandum of Understanding should be resolved by agreement between the Parties to the extent possible. In the event that the Parties cannot resolve a dispute by agreement, the Parties anticipate that disputes will be resolved by the New Hampshire Department of Justice. An independent attorney from the New Hampshire Department of Justice, who has no knowledge of the Memorandum of Understanding will meet with the Parties individually and together to assist them in reaching a mutually agreeable resolution to the dispute.  
  
Any manner of dispute resolution agreed to by the Parties, as set out above, is purely voluntary and non-binding in nature and is not intended to create a legally enforceable right, responsibility and/or obligation. In the event that these processes do not resolve the dispute to the satisfaction of the Parties, either Party may terminate this Memorandum of Understanding in the manner set forth in paragraph 7.
9. This Agreement shall be construed in accordance with the laws of the State of New Hampshire.
10. The Parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit. Neither party may assign, subcontract, transfer or delegate, in whole or in part, any of its rights or obligations under this Agreement except with the prior written approval of the other.

- 11. In the event any of the provisions of this Agreement are held to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.
- 12. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understandings between the parties, and supersedes all prior Agreements and understandings relating hereto.
- 13. Nothing herein shall be construed as a waiver of sovereign immunity, such immunity being hereby specifically preserved.

**FOR Littleton Chevrolet Inc. :**

  
 \_\_\_\_\_  
 Duane Coute, President  
 Burlington LMA

2/2/2024  
 \_\_\_\_\_  
 Date

**FOR The Department of Natural and Cultural Resources:**

  
 \_\_\_\_\_  
 Sarah Stewart, Commissioner  
 Department of Natural and Cultural Resources  
 State of New Hampshire

2/6/2024  
 \_\_\_\_\_  
 Date

**VIII. Approved by the New Hampshire Department of Justice for form, substance, and execution:**

By: Sheri Phillips On: 2/14/2024  
 \_\_\_\_\_  
 Sheri Phillips, Assistant Attorney General  
 State of New Hampshire  
 \_\_\_\_\_  
 Date

**IX. Approved by the Governor and Executive Council**

By: \_\_\_\_\_ On: \_\_\_\_\_  
 \_\_\_\_\_  
 Date

**EXHIBIT A: SPONSORSHIP SCOPE**

**1. Sponsorship Scope**

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

**2. Display vehicles:**

- a) Cannon will allow Littleton Chevrolet up to two (2) display vehicles.
- b) 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.

**3. Signage, Brand Identification & Marketing:**

- A. Cannon will update vehicle wraps to existing vehicles if necessary.
- B. 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.
- C. During the 2023/2024 ski season, Littleton Chevrolet will receive one location in each ski area building – 5 locations total – to place a sign or poster and/or brochures or other sales materials.
- D. During the 2024 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.
- E. Littleton Chevrolet will receive a presence in each email newsletter Cannon sends to their email list.
- F. Littleton Chevrolet will receive one website banner ad on Cannon's snow report page, which is the most visited interior page.
- G. Cannon will include a Littleton Chevrolet logo on promotional flyers that are distributed on tables in the base area lodges.
- H. 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.

- I. 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.
- J. 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.

#### **4. Other**

- a) Cannon will provide up to \$10,000 worth of ticket product per year, which can include Cannon lift tickets season passes or summer tickets to the Aerial Tramway or Flume Gorge.
- b) 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.

#### **5. Financial Responsibilities**

- a) Cannon will pay for the wraps for the three (non-display) usage vehicles and will pay to have the wraps removed prior to returning the vehicles to the dealership.
- b) Cannon will pay for registration and insurance fees for the usage vehicles.
- c) Littleton Chevrolet will pay for the delivery of the display vehicles, all associated signage and any

# 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, 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 : 0006335507



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 18th day of October A.D. 2023.

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

David M. Scanlan  
Secretary of State

Corporate Resolution

I, Patricia Blackmore, hereby certify that I am duly elected Clerk/Secretary/Officer  
(Name)  
of Littleton Chevrolet Buick, Inc. I hereby certify the following is a true of a vote taken at a  
(Name of Corporation)

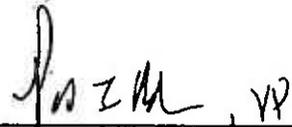
meeting of the Board of Directors/shareholders, duly called and held on February 1st, 2024,  
at which a quorum of the directors/shareholders were present and voting.

Voted: That Duane Coute (may list more than one person) is duly  
(Name and Title)  
authorized to enter into contracts or agreements on behalf of Littleton Chevrolet Buick, Inc.  
(Name of Corporation)

with the State of New Hampshire and any of its agencies and departments and further is  
authorized to execute any documents which may in his/her judgement to be desirable or  
necessary to affect 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 the date of the contract to which this certificate is attached. This authority shall  
remain valid for thirty (30) days from the date of this Corporate Resolution. I further certify  
that it is understood the State of New Hampshire will rely on this certificate as evidence the  
person(s) listed above currently occupy the positions(s) indicated and that they have full  
authority to bind the corporation. To the extent that there are limits on the authority of any listed  
individual to bind the corporation in contracts with the State of New Hampshire, all such  
limitations are expressly stated herein.

DATED: 2/1/2024

ATTEST: , VP  
(Signature & Title) Secretary



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/07/2024

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).

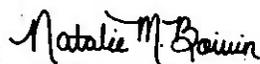
<b>PRODUCER</b> Noyle W Johnson Insurance an Alera Group Company 119 River Street P.O. Box 279 Montpelier VT 05601-0279	<b>CONTACT NAME:</b> Natalie Boivin, ACSR, CISR, CPIA <b>PHONE (A/C, No, Ext):</b> (802) 223-7735 <b>FAX (A/C, No):</b> (802) 223-7515 <b>E-MAIL ADDRESS:</b> nboivin@nwjinsurance.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Cincinnati Casualty</td> <td>28665</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Cincinnati Casualty	28665	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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<b>INSURED</b> Littleton Chevrolet, Inc. D/B/A Littleton Chevrolet 851 Meadow Street Littleton NH 03561																					

**COVERAGES**      **CERTIFICATE NUMBER:** 2024-25 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 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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			EPP/ EBA0545865	01/01/2024	01/01/2025	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	<b>AUTOMOBILE LIABILITY</b> <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			EPP/ EBA0545865	01/01/2024	01/01/2025	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	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Garagekeepers			EPP/ EBA0545865	01/01/2024	01/01/2025	Comprehensive 500,000 Collision 500,000

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

<b>CERTIFICATE HOLDER</b> DNCR - Cannon Mountain 260 Tramway Drive Franconia NH 03580	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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