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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

March 8, 2024

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

REQUESTED ACTION

1. Authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation, Cannon Mountain Aerial Tramway and Ski Area (Cannon) to enter into a **Retroactive** Memorandum of Agreement with Plymouth State University (PSU), Plymouth, NH for discounted price recreational ski and snowboard programs at Cannon Mountain Ski Area, administered by the PSU Student Activities Association, upon Governor and Executive Council approval for the period of December 20, 2023 through the last day of the 2023-2024 ski season. No State Funds Required.
2. Further authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation Cannon Mountain to accept a payment of \$12,000 for discounted recreational ski and snowboard programs at Cannon Mountain in accordance with the terms of the MOA.

Revenue will be deposited in account, Cannon Mountain, as follows:

	<u>FY 2024</u>
03-035-035-351010-37030000-009-402032 - Agency Income	\$12,000

EXPLANATION

This Memorandum of Agreement is **retroactive** because the bidding for the 23-24 Plymouth State University Skiing Package was not opened until October and the PSU Student Activities Association did not make a final decision until the end of November. For this reason, it was not possible to submit a finalized agreement in time before the ski season begins.

In October 2023, Cannon responded to a request for proposals for a one-year recreational ski and snowboard program put out by the PSU Student Activities Association. This package offers PSU students and faculty highly affordable outdoor recreation opportunities. Offering value-based , high-quality recreation to local agencies and constituencies helps Cannon to achieve its overall mission. Between the yearly up-front payment and on-site revenue generated through PSU tickets, PSU rentals, and PSU lessons, Cannon last year generated a little over \$95,000 in revenue making this MOA as an essential partnership for the 23-24 ski season.

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

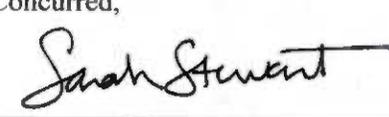
Respectfully submitted,



 Brian J. Wilson
 Director

Concurred,

(15M)



 Sarah L. Stewart
 Commissioner

Memorandum of Agreement
between the
Department of Natural and Cultural Resources
and
Plymouth State University

This Memorandum of Agreement (MOA) is entered into as of this 20th day of December 2023, by and between the State of New Hampshire Department of Natural and Cultural Resources (DNCR) and the Plymouth State University (PSU), a New Hampshire 501 corporation located in Plymouth, New Hampshire, for discounted price recreational ski and snowboard programs at Cannon Mountain Ski Area.

Whereas, the State of New Hampshire owns Cannon Mountain Ski Area (Cannon), which is managed by DNCR through the Division of Parks and Recreation, Cannon Mountain Aerial Tramway and Ski Area, located at Franconia Notch State Park in Franconia, New Hampshire;

Now, therefore, in order to provide for discounted price recreational ski and snowboard programs at Cannon, DNCR agrees to provide the services and programs identified in Cannon Responsibilities.

1) Cannon Responsibilities:

i) Discounted Lift Tickets for PSU ID Holders

- (a) Lift Tickets for PSU ID Holders.(Sunday-Friday Only, excludes Saturdays): \$10
- (b) Separate One-Time RFID Card Charge: \$5 (Students will keep and load future tickets onto their RFID Card. If card is lost or stolen, there will be a \$5 replacement fee) (Additional form of ID required at time of sale)
- (c) Guest of PSU ID Holder: \$42 (PSU ID Holder must be present at time of sale)

ii) Additional Discounted Rates for PSU ID Holders

- (a) Ski Equipment Rental for PSU ID Holders only: \$16
- (b) Snowboard Equipment Rental PSU ID Holders only: \$16
- (c) Ski & Snowboard Group Lessons PSU ID Holders only: \$16
- (d) Ski & Snowboard Private Lessons PSU ID Holders only: \$45
- (e) Learn to Ski or Ride Package PSU ID Holders only: \$34
- (f) Cannon Logo Tee Shirts in Retail Shops PSU ID Holders only: \$10% Off

2) PSU Responsibilities:

- (a) PSU shall manage Cannon Access to an updated ski list, listing valid PSU ID holders.

3) Contact Administration:

- (a) The primary contact at PSU for operational aspects for the MOA shall be Anthony Bellio, who shall be the individual designated to initiate any changes in Cannon's responsibilities to be formally approved in writing detail in paragraph.1 of the MOA.
- (b) PSU and Cannon have identified the following individuals as primary contact for the above benefits.

PSU Contact

Anthony Bellio
USNH
5 Chenell Drive
Concord, NH 03301

Cannon Contact

Julianne Ireland
Cannon Mountain Ski Area
2650 Profile Road
Franconia, NH 03580

4) Financial Conditions

- (a) PSU agrees to pay a total of \$12,000 for services outlined in this MOA
- (b) Payment terms: \$12,000 due within 10 days of Governor and Executive Council approval and receipt of invoice.
- (c) Invoices shall be emailed to:
Anthony.Bellio@usnh.edu
- (d) Checks shall be made payable to "The State of New Hampshire" and mailed to the Cannon Contact identified in section 3.

5) Insurance

- (a) Cannon agrees to maintain insurance for comprehensive public liability in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate and shall name PSU as additional insured for the purpose of this MOA.

6) Termination

- (a) Either party may terminate this MOA upon written notice to the other, ten (10) days prior to termination. Upon termination, DNCR shall be paid for all services and programs provided prior to the termination.

7) Duration

- (a) This MOA shall commence on December 20, 2023 and continue in effect for one (1) ski season until the last day of the 2023-2024 ski season at Cannon, unless earlier by either party, or extended in writing by subsequent agreement of the parties and acceptance by the Governor and Executive Council.

8) Neither party may subcontract, assign, delegate or transfer any interest in this Agreement.

9) PSU shall indemnify, defend, and hold harmless the State of New Hampshire, DNCR and Cannon, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct.

10) Notwithstanding the foregoing, nothing contained in this Agreement shall be deemed to constitute a waiver of the State of New Hampshire's sovereign immunity, which immunity is hereby reserved to the State.

11) This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire. Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

(BELOW INTENTIONALLY LEFT BLANK – SIGNATURE PAGES FOLLOW)

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year written.

For Plymouth State University

DocuSigned by:

Tracy Claybaugh

1/19/2024

Tracy Claybaugh, Vice President for Finance & Administration Date

Department of Natural and Cultural Resources

Sarah Stewart

3/12/2024

Sarah L. Stewart, Commissioner

Date

Approved as to form, substance, and execution:

Sheri Phillips, AAG

Attorney General

3/12/2024

Date

University System of New Hampshire

General Counsel's Office



CERTIFICATE

I, Chad Pimentel, do hereby certify that:

- (1) I am the duly appointed Secretary of the University System of New Hampshire ("USNH").
- (2) I am familiar with the legislative charter, bylaws, seal and minute books of USNH, a body corporate and politic, existing under NH RSA 187-A, and its component institutions including the University of New Hampshire, Keene State College, and Plymouth State University. I am duly authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificates.
- (3) Tracy Claybaugh is the duly appointed Vice President for Finance and Administration for Plymouth State University.
- (4) Tracy Claybaugh is fully and duly authorized by USNH and Plymouth State University to approve and execute the memorandum of understanding regarding Cannon Mountain and any necessary related documents.

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the University System of New Hampshire, this 23^d day of January 2024.

*The Official Corporate Seal
of the University
System of New Hampshire*



Chad Pimentel
USNH General Counsel and Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/31/2023

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).

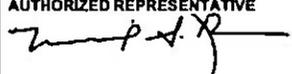
PRODUCER Fred C. Church Insurance 41 Wellman Street Lowell MA 01851	CONTACT NAME: Laura Uden PHONE (A/C No. Ext): 800-225-1865 E-MAIL ADDRESS: luden@fredchurch.com		FAX (A/C No.): 978-454-1865
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED University System of New Hampshire 5 Chenell Drive, Suite 301 Concord NH 03301	INSURER A : United Educators Insurance	10020	
	INSURER B : Acadia Insurance Company	31325	
	INSURER C :		
	INSURER D :		
	INSURER E :		

COVERAGES	CERTIFICATE NUMBER: 731894313	REVISION NUMBER:
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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:			E0195B	11/1/2023	11/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ Included \$
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			CAA5267641	11/1/2023	11/1/2024	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 type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 1,000,000			E0195B	11/1/2023	11/1/2024	EACH OCCURRENCE \$ 30,000,000 AGGREGATE \$ 30,000,000 \$
	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				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Educators Legal Liability			E0195B	11/1/2023	11/1/2024	Each Occurrence \$1,000,000 Aggregate \$3,000,000 Ea. Occ. / Aggregate \$30,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of insurance University of New Hampshire at Durham, University of New Hampshire at Manchester, Keene State College, Plymouth State University, NHPB, New Hampshire Public Television (NHPTV), University of New Hampshire Foundation, Inc., UNH Alumni Association, Center for Public Responsibility, and Corporate Citizenship, Granite State College, New Hampshire Fiber Network, Inc. (NHFN, Inc.)

CERTIFICATE HOLDER Cannon Mountain NH Dept of Natural & Cultural Resources 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 
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